

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20031112994 08/14/2003 15:26
42050-4-2-1--
ELECTRONIC RECORDING

When recorded, return to:

Fennemore Craig, P.C.
Attention: Sarah A. Strunk
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012

42050 1/2

Exempt from the affidavit and fee requirements per A.R.S. § 11-1134(A)(3).

SPECIAL WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, B & B HOLDINGS, INC., an Arizona corporation ("Grantor"), does hereby grant, bargain, sell and convey to the TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona ("Grantee") existing pursuant to the provisions of Arizona Revised Statutes § 5-801, et seq. as amended (the "Act") all right, title and interest of Grantor in and to that certain real property described on Exhibit "A" attached hereto and by this reference incorporated herein, together with any and all tenements, hereditaments, appurtenances and rights appurtenant thereto (the "Property").

In the event of the occurrence of an event that would permit Grantor to give a reversion notice pursuant to Section 2.1 of that certain Development and Disposition and Intergovernmental Agreement between Grantee and the City of Glendale, an Arizona municipal corporation, dated September 3, 2002 and recorded in the Official Records of Maricopa County, Arizona in Instrument No. 2002-0912994, as supplemented on September 11, 2002 and amended, Grantor may deliver to Grantee a reversion notice as described in said Section 2.1, in which event Grantee shall re-convey to Grantor the Property as and when required by the terms of said Section 2.1.

Grantor warrants title to the Property only against Grantor's own acts, subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, all matters which an accurate survey of the Property or a physical inspection of the Property would disclose and any matters resulting from the acts and/or omissions of Grantee, its agents, employees, successors or assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 12th
day of August, 2003.

GRANTOR:

B & B HOLDINGS, INC., an Arizona
corporation

By [Signature]
Name: Michael J. Bidwill
Title: Vice President & General Counsel

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of
August, 2003, by Michael S. Bidwill, the Vice President &
of B & B HOLDINGS, INC., an Arizona corporation, on behalf of the corporation. General Counsel

[Signature]
Notary Public

My Commission Expires:

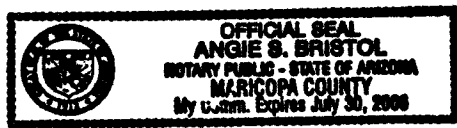


EXHIBIT "A"
Parcel 5A

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 457.81 feet to the **POINT OF BEGINNING**;

Thence North 58 degrees 00 minutes 22 seconds East a distance of 261.40 feet;

Thence North 80 degrees 30 minutes 00 seconds East a distance 147.11 feet;

Thence South 77 degrees 00 minutes 00 seconds East a distance 134.06 feet;

Thence South 54 degrees 30 minutes 00 seconds East a distance of 182.34 feet;

Thence South 32 degrees 00 minutes 14 seconds East a distance of 432.40 feet;

Thence South 09 degrees 28 minutes 53 seconds East a distance of 126.62 feet;

Thence South 13 degrees 00 minutes 00seconds West a distance of 218.00 feet;

Thence South 28 degrees 46 minutes 39 seconds East a distance of 121.59 feet;

Thence South 25 degrees 57 minutes 38 seconds East a distance of 246.81 feet;

Thence South 29 degrees 33 minutes 10 seconds East a distance of 131.21 feet;

Thence South 48 degrees 28 minutes 44 seconds West a distance of 41.34 feet;

Thence South 13 degrees 39 minutes 54 seconds West a distance of 65.24 feet;

Thence South 58 degrees 23 minutes 12 seconds West a distance of 327.08 feet;

Thence North 76 degrees 51 minutes 09 seconds West a distance of 58.77 feet;
Thence North 39 degrees 07 minutes 20 seconds West a distance of 325.82 feet;
Thence North 35 degrees 42 minutes 19 seconds West a distance of 201.29 feet;
Thence North 77 degrees 01 minutes 07 seconds West a distance of 155.06 feet;
Thence North 54 degrees 28 minutes 53 seconds West a distance of 142.32 feet;
Thence North 32 degrees 00 minutes 00 seconds West a distance of 424.69 feet;
Thence North 09 degrees 30 minutes 00 seconds West a distance of 179.50 feet;
Thence North 13 degrees 00 minutes 00 seconds East a distance of 196.57 feet;
Thence North 35 degrees 28 minutes 53 seconds East a distance of 90.82 feet;
Thence North 58 degrees 00 minutes 22 seconds East, a distance of 61.03 feet to the
POINT OF BEGINNING.

The above described parcel contains a computed area of 1,102,068.8275 square feet
(Or 25.3000 acres), more or less.

Prepared by:
CMX L.L.C.
7740 North 16TH Street
Suite 100
Phoenix, Az. 85020
Project No. 6807
July 31, 2003



WHEN RECORDED, RETURN TO:

Fennemore Craig, P.C.
Attention: Sarah A. Strunk
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012

42050 3/2

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is dated this ^{12th} day of August, 2003, by and between B & B HOLDINGS, INC., an Arizona corporation ("Grantor"), and the TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona existing pursuant to the provisions of Arizona Revised Statutes § 5-801, et seq. as amended ("Grantee").

WHEREAS, of even date herewith, Grantor has conveyed to Grantee that certain parcel of real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Facility Parcel") for the construction, maintenance and operation of a multipurpose stadium facility (the "Facility");

WHEREAS, in connection with the conveyance of the Facility Parcel to Grantee, Grantor desires to grant to Grantee a non-exclusive easement for ingress and egress over that certain real property more particularly described on Exhibit B attached hereto and incorporated herein (the "Roadway Easement Area"); and

WHEREAS, in connection with the conveyance of the Facility Parcel to Grantee, Grantor desires to grant to Grantee a non-exclusive easement for ingress and egress to and from the Facility over that certain real property surrounding the Facility Property, which real property is more particularly described on Exhibit C attached hereto and incorporated herein (the "Facility Easement Area").

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, for the benefit of the Facility Parcel, a non-exclusive easement for ingress and egress over the Roadway Easement Area, which easement may be used by Grantee, its agents, contractors, employees, invitees and licensees for purposes of ingress to and egress from Maryland Avenue to and from

the Facility Parcel. Grantee acknowledges that the real property that constitutes the Roadway Easement Area may be dedicated to the public at some time after the date hereof, and in such event, the easement granted over the Roadway Easement Area shall automatically and without further action by the parties terminate and be of no further force or effect. Notwithstanding the foregoing, Grantee agrees, upon request of Grantor concurrently with or following such dedication, to execute such instruments or documents as may be necessary to evidence the termination of the easement described in this Section 1. Other than roadway and related utility improvements, Grantor shall not construct any other improvements or cause or permit to be constructed any improvements on the Roadway Easement Area which would impair its use for the purposes of the easement granted herein.

2. Grantor hereby grants to Grantee, for the benefit of the Facility Parcel, a non-exclusive easement for ingress and egress to and from the Facility over the Facility Easement Area, which easement may be used by Grantee, its agents, contractors and employees for purposes of ingress to and egress from the Roadway Easement Area to and from the Facility Parcel. Grantee acknowledges that Grantor may develop portions of the Facility Easement Area from time to time in such manner as Grantor may elect in Grantor's sole and absolute discretion, so long as Grantor maintains at all times adequate reasonable means of ingress to and egress from Grantor's adjacent real property (including the Roadway Easement Area) to and from the Facility Parcel. In the event of any such development by Grantor renders any portion of the Facility Easement Area unsuitable for the purposes of the easement granted to Grantee herein, the easement as to that portion of the Facility Parcel Easement shall automatically and without further action by the parties terminate and be of no further force or effect. Notwithstanding the foregoing, Grantee agrees, upon request of Grantor concurrently with or following such development, to execute such instruments or documents as may be necessary to evidence the termination of the easement described in this Section 2 as to the applicable portion of the Facility Parcel Easement.

3. Grantee hereby indemnifies and agrees to hold Grantor harmless from and against all claims, costs, expenses, judgments or actions arising from or relating to any use of the Roadway Easement Area and/or the Facility Easement Area by Grantee, including any use by Grantee's agents, contractors, employees, invitees, licensees or other parties entering the Roadway Easement Area and/or the Facility Easement Area pursuant to Grantee's direction or with Grantee's authorization.

4. Grantee shall keep each of the Roadway Easement Area and the Facility Easement Area free and clear of all involuntary liens and encumbrances (including, but not limited to, judgment liens or mechanic's/materialness' liens) incurred by or resulting from acts of Grantee or its agents, employees, contractors invitees, licensees and representatives.

5. Grantee shall, at its expense, repair any damage caused to the Roadway Easement Area and/or the Facility Parcel Easement Area caused by or resulting from acts of Grantee or its agents, employees, contractors, invitees, licensees and

representatives.

6. Grantor acknowledges that in connection with the construction of the Facility, Grantee will require easements for utility facilities from time to time. Grantor agrees to grant such utility easements from time to time upon request, which utility easements will be in locations, and in form and substance, reasonably acceptable to Grantor and Grantee.

7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


8. The provisions of this Agreement are not intended and shall not be deemed to constitute a dedication for public use, and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date first set forth above.


GRANTOR:

B & B HOLDINGS, INC., an Arizona corporation

By 
Name: Michael J. Bidwill
Title: Vice President & General Counsel

GRANTEE:

TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona existing pursuant to the provisions of Arizona Revised Statutes § 5-801, et seq. as amended

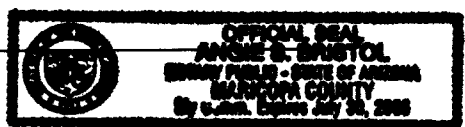
By 
Name: TED A. FERRIS
Title: PRES / CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of August, 2003, by Michael J. Bidwill, the vice president & General Counsel of B & B HOLDINGS, INC., an Arizona corporation, on behalf of the corporation.

Angie S Bristol
Notary Public

My Commission Expires:



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of August, 2003, by Ted A. Ferris, the President/CEO of TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona existing pursuant to the provisions of Arizona Revised Statutes § 5-801, et seq. as amended, on behalf of the corporate and political body.

Kim Monroe
Notary Public

My Commission Expires:

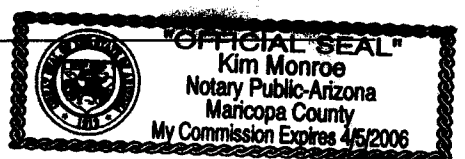


EXHIBIT A

LEGAL DESCRIPTION OF THE FACILITY PARCEL

[See Attached]

EXHIBIT "A"
Parcel 5A

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 457.81 feet to the **POINT OF BEGINNING**;

Thence North 58 degrees 00 minutes 22 seconds East a distance of 261.40 feet;

Thence North 80 degrees 30 minutes 00 seconds East a distance 147.11 feet;

Thence South 77 degrees 00 minutes 00 seconds East a distance 134.06 feet;

Thence South 54 degrees 30 minutes 00 seconds East a distance of 182.34 feet;

Thence South 32 degrees 00 minutes 14 seconds East a distance of 432.40 feet;

Thence South 09 degrees 28 minutes 53 seconds East a distance of 126.62 feet;

Thence South 13 degrees 00 minutes 00seconds West a distance of 218.00 feet;

Thence South 28 degrees 46 minutes 39 seconds East a distance of 121.59 feet;

Thence South 25 degrees 57 minutes 38 seconds East a distance of 246.81 feet;

Thence South 29 degrees 33 minutes 10 seconds East a distance of 131.21 feet;

Thence South 48 degrees 28 minutes 44 seconds West a distance of 41.34 feet;

Thence South 13 degrees 39 minutes 54 seconds West a distance of 65.24 feet;

Thence South 58 degrees 23 minutes 12 seconds West a distance of 327.08 feet;

Thence North 76 degrees 51 minutes 09 seconds West a distance of 58.77 feet;
Thence North 39 degrees 07 minutes 20 seconds West a distance of 325.82 feet;
Thence North 35 degrees 42 minutes 19 seconds West a distance of 201.29 feet;
Thence North 77 degrees 01 minutes 07 seconds West a distance of 155.06 feet;
Thence North 54 degrees 28 minutes 53 seconds West a distance of 142.32 feet;
Thence North 32 degrees 00 minutes 00 seconds West a distance of 424.69 feet;
Thence North 09 degrees 30 minutes 00 seconds West a distance of 179.50 feet;
Thence North 13 degrees 00 minutes 00 seconds East a distance of 196.57 feet;
Thence North 35 degrees 28 minutes 53 seconds East a distance of 90.82 feet;
Thence North 58 degrees 00 minutes 22 seconds East, a distance of 61.03 feet to the
POINT OF BEGINNING.

The above described parcel contains a computed area of 1,102,068.8275 square feet
(Or 25.3000 acres), more or less.

Prepared by:
CMX L.L.C.
7740 North 16TH Street
Suite 100
Phoenix, Az. 85020
Project No. 6807
July 31, 2003

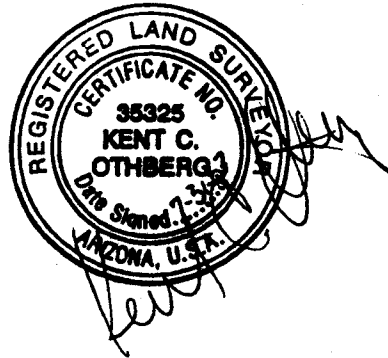


EXHIBIT B

LEGAL DESCRIPTION OF THE ROADWAY EASEMENT AREA

[See Attached]

EXHIBIT "A"
95th Avenue Right-of-Way

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 88 degrees 01 minutes 38 seconds West, along the north line of the Southwest quarter of said Section 9, a distance of 206.93 feet;

Thence leaving said north line of said Southwest quarter South 01 degrees 58 minutes 22 seconds East a distance of 55.00 feet to a point on the southerly right-of-way line of Maryland Avenue and the **POINT OF BEGINNING**;

Thence leaving said right-of-way line South 43 degrees 07 minutes 08 seconds West a distance of 56.66 feet;

Thence South 01 degrees 47 minutes 23 seconds East a distance of 716.68 feet to the beginning of a tangent curve concave to the east, whose center bears North 88 degrees 12 minutes 37 seconds East a distance of 540.00 feet;

Thence southeasterly along the arc of said curve through a central angle of 27 degrees 45 minutes 26 seconds an arc length of 261.61 feet to a point of tangency;

Thence South 29 degrees 32 minutes 49 seconds East a distance of 265.34 feet to the beginning of a tangent curve concave to the west, whose center bears South 60 degrees 27 minutes 11 seconds West a distance of 660.00 feet;

Thence southerly along the arc of said curve through a central angle of 29 degrees 21 minutes 25 seconds an arc length of 338.17 feet to a point of tangency;

Thence South 00 degrees 11 minutes 24 seconds East, parallel with and 60.00 East of the west line of said Southeast quarter, a distance of 606.33 feet to point on a line which is 230.00 feet North of the northerly line of the Grand Canal right-of-way as shown in Book 181, Page 47, M.C.R.;

Thence South 89 degrees 26 minutes 17 seconds West, parallel with and 230.00 North of said northerly line of Grand Canal right-of-way, a distance of 60.00 feet to a point on the west line of said Southeast quarter;

Thence continuing South 89 degrees 26 minutes 17 seconds West, along said parallel line, a distance of 9.78 feet to an angle point therein;

Thence South 86 degrees 36 minutes 29 seconds West, continuing along said parallel line, a distance of 50.30 feet;

Thence leaving said parallel line North 00 degrees 11 minutes 24 seconds West, parallel with and 60.00 West of the west line of said Southeast quarter, a distance of 609.60 feet to the beginning of a tangent curve concave to the west, whose center bears South 89 degrees 48 minutes 36 seconds West a distance of 540.00 feet;

Thence northwesterly along the arc of said curve through a central angle of 29 degrees 21 minutes 25 seconds an arc length of 276.68 feet to a point of tangency;

Thence North 29 degrees 32 minutes 49 seconds West a distance of 265.34 feet to the beginning of a tangent curve concave to the east, whose center bears North 60 degrees 27 minutes 11 seconds East a distance of 660.00 feet;

Thence northerly along the arc of said curve through a central angle of 27 degrees 45 minutes 26 seconds an arc length of 319.74 feet to a point of tangency;

Thence North 01 degrees 47 minutes 23 seconds West a distance of 716.30 feet;

Thence North 46 degrees 52 minutes 52 seconds West a distance of 56.48 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence North 88 degrees 01 minutes 38 seconds East, along said southerly right-of-way line parallel with and 55.00 feet South of the north line of said Southwest quarter, a distance of 200.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 268,860.5826 square feet (Or 6.1721 acres), more or less.

Prepared by:

CMX L.L.C.
7740 North 16TH Street
Suite 100
Phoenix, Az. 85020
Project No. 6807
August 07, 2003



EXHIBIT C

LEGAL DESCRIPTION OF THE FACILITY EASEMENT AREA

[See Attached]

EXHIBIT "A"
Parcel 7A

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 272.24 feet to the **POINT OF BEGINNING**;

Thence North 74 degrees 47 minutes 05 seconds East a distance of 46.29 feet to the beginning of a tangent curve concave to the South, whose center bears South 15 degrees 12 minutes 55 seconds East a distance of 1405.00 feet;

Thence easterly along the arc of said curve through a central angle of 23 degrees 36 minutes 01 seconds an arc length of 578.72 feet;

Thence South 07 degrees 34 minutes 46 seconds West a distance of 35.55 feet to the beginning of a non-tangent curve concave to the east, whose center bears South 85 degrees 05 minutes 23 seconds East a distance of 145.06 feet;

Thence southeasterly along the arc of said curve through a central angle of 47 degrees 56 minutes 57 seconds an arc length of 121.40;

Thence South 41 degrees 25 minutes 36 seconds East a distance of 62.69 feet to the beginning of a non-tangent curve concave to the southwest, whose center bears South 50 degrees 29 minutes 04 seconds West a distance of 565.22 feet;

Thence southeasterly along the arc of said curve through a central angle of 05 degrees 30 minutes 24 seconds an arc length of 54.32 feet;

Thence South 32 degrees 54 minutes 14 seconds East a distance of 298.83 feet to the beginning of a non-tangent curve concave to the west, whose center bears South 61 degrees 06 minutes 32 seconds West a distance of 445.97 feet;

Thence southerly along the arc of said curve through a central angle of 25 degrees 49 minutes 41 seconds an arc length of 201.04 feet;

Thence South 00 degrees 00 minutes 01 seconds East a distance of 154.16 feet to the beginning of a non-tangent curve concave to the east, whose center bears North 89 degrees 39 minutes 23 seconds East a distance of 648.88 feet;

Thence southeasterly along the arc of said curve through a central angle of 23 degrees 39 minutes 40 seconds an arc length of 267.96 feet;

Thence South 25 degrees 57 minutes 42 seconds East a distance of 268.35 feet to the beginning of a non-tangent curve concave to the West, whose center bears South 63 degrees 02 minutes 41 seconds West a distance of 207.38 feet;

Thence southerly along the arc of said curve through a central angle of 29 degrees 02 minutes 17 seconds an arc length of 105.10 feet;

Thence South 00 degrees 09 minutes 18 seconds East a distance of 42.46 feet to the beginning of a non-tangent curve concave to the south, whose center bears South 06 degrees 43 minutes 26 seconds East a distance of 326.25 feet;

Thence southwesterly along the arc of said curve through a central angle of 18 degrees 17 minutes 13 seconds an arc length of 104.13 feet to a point of tangency;

Thence South 64 degrees 59 minutes 21 seconds West a distance of 71.30 feet to the beginning of a non-tangent curve concave to the northwest, whose center bears North 32 degrees 02 minutes 46 seconds West a distance of 1640.42 feet;

Thence southwesterly along the arc of said curve through a central angle of 07 degrees 16 minutes 56 seconds an arc length of 208.50 feet to the beginning of a tangent compound curve concave to the north, whose center bears North 24 degrees 45 minutes 50 seconds West a distance of 104.58 feet;

Thence westerly along the arc of said curve through a central angle of 24 degrees 12 minutes 07 seconds an arc length of 44.17 feet to a point of tangency;

Thence South 89 degrees 26 minutes 17 seconds West a distance of 15.92 feet;

Thence North 39 degrees 07 minutes 20 seconds West a distance of 373.21 feet;

Thence North 35 degrees 42 minutes 19 seconds West a distance of 147.17 feet

Thence South 89 degrees 48 minutes 36 seconds West a distance of 355.93 feet to a point on the proposed Easterly right-of-way line of 95th Avenue and the beginning of a non-tangent curve concave to the west, whose center bears South 80 degrees 46 minutes 08 seconds West a distance of 660.00 feet.

Thence northwesterly along the arc of said curve and said right-of-way line through a central angle of 20 degrees 18 minutes 57 seconds an arc length of 234.02 feet;

Thence North 29 degrees 32 minutes 49 seconds West, along said right-of-way line, a distance of 265.34 feet to the beginning of a tangent curve concave to the east, whose center bears North 60 degrees 27 minutes 11 seconds East a distance of 540.00 feet;

Thence northerly along the arc of said curve and said right-of-way line through a central angle of 27 degrees 45 minutes 26 seconds a distance of 261.61 feet to a point of tangency;

Thence North 01 degrees 47 minutes 23 seconds West, along said right-of-way line a distance of 435.66 feet to the beginning of a non-tangent curve concave to the north, whose center bears North 09 degrees 33 minutes 55 seconds West a distance of 1411.37 feet;

Thence easterly leaving said right-of-way line, along the arc of said curve through a central angle of 05 degrees 39 minutes 00 seconds an arc length of 139.18 feet to a point of tangency;

Thence North 74 degrees 47 minutes 05 seconds East a distance of 103.71 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 1,441,919.4950 square feet (Or 33.1019 acres), more or less.

Excepting there from the following Parcel 5A;

Parcel 5A

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 457.81 feet to the **POINT OF BEGINNING**;

Thence North 58 degrees 00 minutes 22 seconds East a distance of 261.40 feet;

Thence North 80 degrees 30 minutes 00 seconds East a distance 147.11 feet;

Thence South 77 degrees 00 minutes 00 seconds East a distance 134.06 feet;

Thence South 54 degrees 30 minutes 00 seconds East a distance of 182.34 feet;

Thence South 32 degrees 00 minutes 14 seconds East a distance of 432.40 feet;

Thence South 09 degrees 28 minutes 53 seconds East a distance of 126.62 feet;

Thence South 13 degrees 00 minutes 00seconds West a distance of 218.00 feet;

Thence South 28 degrees 46 minutes 39 seconds East a distance of 121.59 feet;

Thence South 25 degrees 57 minutes 38 seconds East a distance of 246.81 feet;

Thence South 29 degrees 33 minutes 10 seconds East a distance of 131.21 feet;

Thence South 48 degrees 28 minutes 44 seconds West a distance of 41.34 feet;

Thence South 13 degrees 39 minutes 54 seconds West a distance of 65.24 feet;

Thence South 58 degrees 23 minutes 12 seconds West a distance of 327.08 feet;

Thence North 76 degrees 51 minutes 09 seconds West a distance of 58.77 feet;

Thence North 39 degrees 07 minutes 20 seconds West a distance of 325.82 feet;

Thence North 35 degrees 42 minutes 19 seconds West a distance of 201.29 feet;

Thence North 77 degrees 01 minutes 07 seconds West a distance of 155.06 feet;

Thence North 54 degrees 28 minutes 53 seconds West a distance of 142.32 feet;

Thence North 32 degrees 00 minutes 00 seconds West a distance of 424.69 feet;

Thence North 09 degrees 30 minutes 00 seconds West a distance of 179.50 feet;

Thence North 13 degrees 00 minutes 00 seconds East a distance of 196.57 feet;

Thence North 35 degrees 28 minutes 53 seconds East a distance of 90.82 feet;

Thence North 58 degrees 00 minutes 22 seconds East, a distance of 61.03 feet to the **POINT OF BEGINNING.**

The above described parcel contains a computed area of 1,102,068.8275 square feet (Or 25.3000 acres), more or less.

Parcel 7A, excepting Parcel 5A, has a computed area of 339,850.6675 square feet (Or 7.8019 acres), more or less.

Prepared by:

CMX L.L.C.

7740 North 16TH Street

Suite 100

Phoenix, Az. 85020

Project No. 6807

July 31, 2003

