

When Recorded, Return to:
City Clerk
City of Maricopa
39700 W Civic Center Plaza
Maricopa, Arizona 85138

PUBLIC OPEN SPACE AND TRAIL EASEMENT

GRANTOR: Meritage Homes of Arizona, Inc., an Arizona corporation

GRANTEE: City of Maricopa, an Arizona municipal corporation

RECITALS

A. Grantor is the owner of the real property situated in Pinal County, Arizona, described in the attached Exhibits “A” and Exhibits “B”(the “Easement Property”).

B. Grantor desires to grant an easement to Grantee upon the Easement Property more particularly hereinafter set forth for open space and a trail for the public benefit in, upon, over and across the Easement Property.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, a perpetual, permanent easement and right of way to construct, use, maintain, operate and repair open space and a trail for public benefit in, upon, over and across the Easement Property, in accordance with the terms and provisions set forth in the Settlement Agreement between Grantor and Grantee approved by Grantee on June 16, 2015, and “Exhibit D” thereto, which terms and provisions control the parties’ respective rights and obligations with respect to the easement granted herein. The said easement may be used by Grantee and its licensees without the necessity of any further acts or approval by Grantor.

2. **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns of the parties hereto.

3. **Indemnity.** Grantee agrees to indemnify and hold Grantor harmless for, from and against any and all liability, loss, cost or expense arising out of Grantee's use of the Easement Property pursuant to the terms of this Easement.

4. **Attorney's Fees.** In the event of any action to enforce the provisions of this instrument, the prevailing party shall be entitled to receive its costs and attorney's fees.

5. **Construction.** This instrument shall be construed in accordance with the laws of the State of Arizona and shall be performable in Pinal County, Arizona. If any provision contained in this Agreement shall be deemed or held to be illegal, invalid or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

DATED this ____ day of _____, 2015.

GRANTOR:

MERITAGE HOMES OF ARIZONA, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

GRANTEE:

CITY OF MARICOPA

By: _____

Its: _____

STATE OF ARIZONA)
) ss
 County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, the _____ of Meritage Homes of Arizona, Inc., an Arizona corporation, on behalf of the corporation.

 Notary Public

My Commission expires:

STATE OF ARIZONA)
) ss
 County of Pinal)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, the _____ of the City of Maricopa, Arizona, an Arizona municipal corporation, on behalf of the corporation.

 Notary Public

My Commission expires:

EXHIBIT “A”