

When Recorded, Return To:

City Clerk, City of Maricopa  
39700 West Civic Center Plaza  
Maricopa, AZ 85138

### TEMPORARY DRAINAGE EASEMENT

THIS TEMPORARY DRAINAGE EASEMENT (this "Easement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Metro Red-1, L.L.C., an Arizona limited liability company ("Grantor"), and the City of Maricopa, an Arizona municipal corporation ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties" and individually as a "Party".

#### RECITALS:

A. WHEREAS, Grantor is the owner of certain real property located in the City of Maricopa ("City") and legally described on Exhibit A attached hereto ("Easement Area").

B. WHEREAS, on the terms and conditions set forth below, Grantor is willing to grant to Grantee a temporary easement for the purpose ("Easement Purpose") of constructing, using, maintaining, operating, altering, repairing, replacing, reconstructing, inspecting and removing, at anytime and from time to time, certain drainage facilities (the "Drainage Facilities") within the Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### AGREEMENT:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, and its agents, employees, contractors, and subcontractors, a temporary easement (the "Drainage Easement") in, on, over, under, and across the Easement Area for the Easement Purpose.

2. Obstructions and Landscaping. Grantee may, from time to time, remove trees, bushes or other obstructions within the Easement Area to the extent reasonably necessary to carry out the purposes set forth herein.

3. Grantor's Use of Easement. Grantor shall not install, maintain or construct, or permit others to install, maintain or construct, any building, structure, or other facility on the Easement Area, nor shall Grantor alter, or permit others to alter, the ground level within the limits of the Easement Area in such a manner that would prohibit or materially interfere with the exercise of the rights granted herein. Grantor, however, retains the right to use the Easement Area for all uses which do not prohibit or materially interfere with the rights granted in this Easement.

4. Indemnity. By accepting and recording this Drainage Easement, Grantee agrees to indemnify, defend and hold harmless Grantor, its successors, successors-in-title and assigns, for, from and against any and all claims, demands, liabilities, losses, damages, liens, costs and expenses (including reasonable attorneys' fees and costs) which may be claimed or asserted against Grantor, its successors, successors-in-title, or assigns, or the Easement Area, on account of or arising solely out of Grantee's exercise of the rights granted herein, provided that Grantee shall not be responsible for any claims arising from the gross negligence or intentional misconduct of Grantor, its employees or agents. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities. This Section 4 shall survive the termination of this Easement for a period of one (1) year.

5. Maintenance. Grantee, at its sole cost and expense, shall be responsible to cause or provide for the maintenance of the Drainage Facilities and Grantee shall maintain all such improvements in good condition and state of repair, free from trash and debris and in compliance with all applicable laws.

6. Term. This Easement and the Drainage Easement, covenants and conditions and restrictions contained herein shall expire and terminate thirty (30) days after another drainage solution is accepted by the Grantee unless otherwise cancelled or terminated sooner by an agreement in writing signed by both Grantor and Grantee or their successors and assigns.

7. Covenants to Run With Land. Each of the easements, covenants, conditions, limitations or restrictions set forth herein are intended to create mutual benefits and burdens upon the Easement Area and to run with the land to the fullest extent provided by law, and shall be binding upon and insure to the benefit of the parties hereto, and their respective successors, assigns, licensees, contractors and agents.

8. Governing Law and Venue. The laws of the State of Arizona shall be governing the interpretation, validity, performance and enforcement of this Easement. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Easement shall be brought in Pinal County Superior Court. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county or state.

10. No Waiver. The failure of either party to this Easement to insist on the performance of any of the terms and conditions of this Easement, or the waiver of any breach of any of the terms and conditions of this Easement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. Recitals. The Recitals written above are incorporated by reference into this Easement.

12. Notice. Any notices, demands or requests made pursuant to, under or by virtue of this Easement shall be in writing and shall be deemed to have been given, received and become effective: (i) if personally delivered, on the date of personally delivery; (ii) if delivered by express mail or nationally recognized overnight courier service, on the next business day if designated for overnight delivery; or (iii) if mailed to the party by certified or registered mail,

postage prepaid, return receipt requested, on the date that is three (3) days after deposit in the mail. Notices shall be addressed to the parties as follows:

If to Grantor: Kim Korp  
METRO RED-1, L.L.C.  
17700 N. Pacesetter Way, Suite 100  
Scottsdale, Arizona 85255

If to Grantee: City Clerk, City of Maricopa  
39700 West Civic Center Plaza  
Maricopa, AZ 85138

With a copy to: City Attorney, City of Maricopa  
PO Box 610  
Maricopa, AZ 85139

13. Counterparts. This Easement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Easement on the date first set forth above.

**GRANTOR:**

METRO RED-1, L.L.C.,  
an Arizona limited liability company,  
By: Metro Phoenix Residential Fund, LLLP, Its Manager,  
By: Holdings Investments, LLLP, Its General Partner,  
By: Harvard Ventures, Inc., Its General Partner

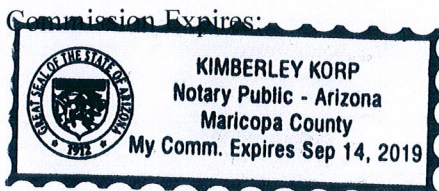
By: Timothy P. Brislin

Name: Timothy P. Brislin

Title: Vice President

STATE OF ARIZONA           )  
  ) ss.  
County of Maricopa        )

The forgoing instrument was acknowledged before me this 9th day of January, 2018, by Timothy P. Brislin, who acknowledged before me that he/~~she~~ is the Vice President of Harvard Ventures, Inc., General Partner of Holdings Investments, LLLP, General Partner of Metro Phoenix Residential Fund, LLLP, Manager of Metro Red-1, L.L.C., Grantor and that he/she, in such capacity, being authorized so to do, signed the foregoing instrument, on behalf of the Grantor.



Kimberley Korp  
Notary Public

**GRANTEE:**

CITY OF MARICOPA, a municipal corporation of the State of Arizona

By: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

STATE OF ARIZONA       )  
                                      ) ss.  
County of Pinal         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Maricopa, a municipal corporation of the State of Arizona, for and on behalf of the corporation.

Commission Expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

*Easement Area*

See attached

# EXHIBIT A

## LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT/TEMPORARY DRAINAGE EASEMENT OVER LOT 1605, TRACT U3 AND LOT 1606 AS SHOWN ON THE FINAL PLAT OF RANCHO EL DORADO, PHASE III, PARCEL 54 RECORDED IN CABINET G, SLIDE 118 PINAL COUNTY RECORDS (PCR) AND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF MARICOPA, PINAL COUNTY, ARIZONA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 23 (CITY OF MARICOPA BRASS CAP FLUSH) FROM WHICH POINT THE SOUTH QUARTER CORNER THEREOF (CITY OF MARICOPA BRASS CAP FLUSH) BEARS S87°54'35"W A DISTANCE OF 2635.45 FEET;

THENCE N0°10'10"E, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 2683.92 FEET TO THE EAST QUARTER CORNER THEREOF (CALCULATED);

THENCE N0°10'19"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 2683.60 FEET TO THE NORTHEAST CORNER THEREOF (CITY OF MARICOPA BRASS CAP FLUSH) BEING THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE S89°53'25"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2637.36 FEET TO THE SOUTH QUARTER CORNER THEREOF (CITY OF MARICOPA BRASS CAP FLUSH);

THENCE S89°53'25"E, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1075.87 FEET;

THENCE N0°06'35"E, ACROSS THE RIGHT-OF-WAY OF SMITH-ENKE ROAD, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE THEREOF BEING THE SOUTHWEST CORNER OF SAID LOT 1605 AND THE POINT OF BEGINNING;

THENCE N0°06'35"E, ALONG THE WEST LINE OF SAID LOT 1605, A DISTANCE OF 78.48 FEET;

THENCE S89°53'25"E, ACROSS SAID LOT 1605 TRACT U3 AND LOT 1606, ALONG A LINE 128.48 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 143.30 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1606;

THENCE S0°06'35"W, ALONG SAID EAST LINE, A DISTANCE OF 78.48 FEET TO THE SOUTHEAST CORNER THEREOF COINCIDENT WITH THE RIGHT-OF-WAY LINE OF SMITH-ENKE ROAD;

THENCE N89°53'25"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 143.30 FEET TO THE POINT OF BEGINNING.

**TITLE: NEW TCE/TDE**

Sheet 1 of 4

**Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.**

**Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014**

**Phone: 602-263-1177 Fax: 602-277-6286 RPA Project: 214008**

*Professional Land  
Surveyor AZ No. 33868*

**Troy A.  
Ray RLS**

Digitally signed by Troy A. Ray  
RLS  
DN: cn=Troy A. Ray RLS,  
o=Rittoch-Powell & Associates,  
ou, email=tray@rittochpowell.  
com, c=US  
Date: 2015.05.06 13:09:57  
-07'00'

*(Expires 6/30/17)*  
**ELECTRONIC SEAL**  
<http://www.btr.state.az.us/>

# EXHIBIT A

## LEGAL DESCRIPTION

THE ABOVE DESCRIBED EASEMENT CONTAINS 11,246 SQUARE FEET (0.2582 ACRE) OF LAND, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS S87°54'35"W FOR THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF MARICOPA, PINAL COUNTY, ARIZONA AS SHOWN ON THE FINAL PLAT FOR PROVINCE PARCEL 11 RECORDED IN CABINET H, SLIDE 058, PINAL COUNTY RECORDS.

RETENTION BASIN VOLUME FOR NEW TEMPORARY CONSTRUCTION EASEMENT/TEMPORARY DRAINAGE EASEMENT = 0.87 AC-FT.

**TITLE: NEW TCE/TDE**

Sheet 2 of 4

**Preparing Firm: RITICH-POWELL & ASSOCIATES, INC.**

**Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014**

**Phone: 602-263-1177 Fax: 602-277-6286 RPA Project: 214008**

*Professional Land  
Surveyor AZ No. 33868*

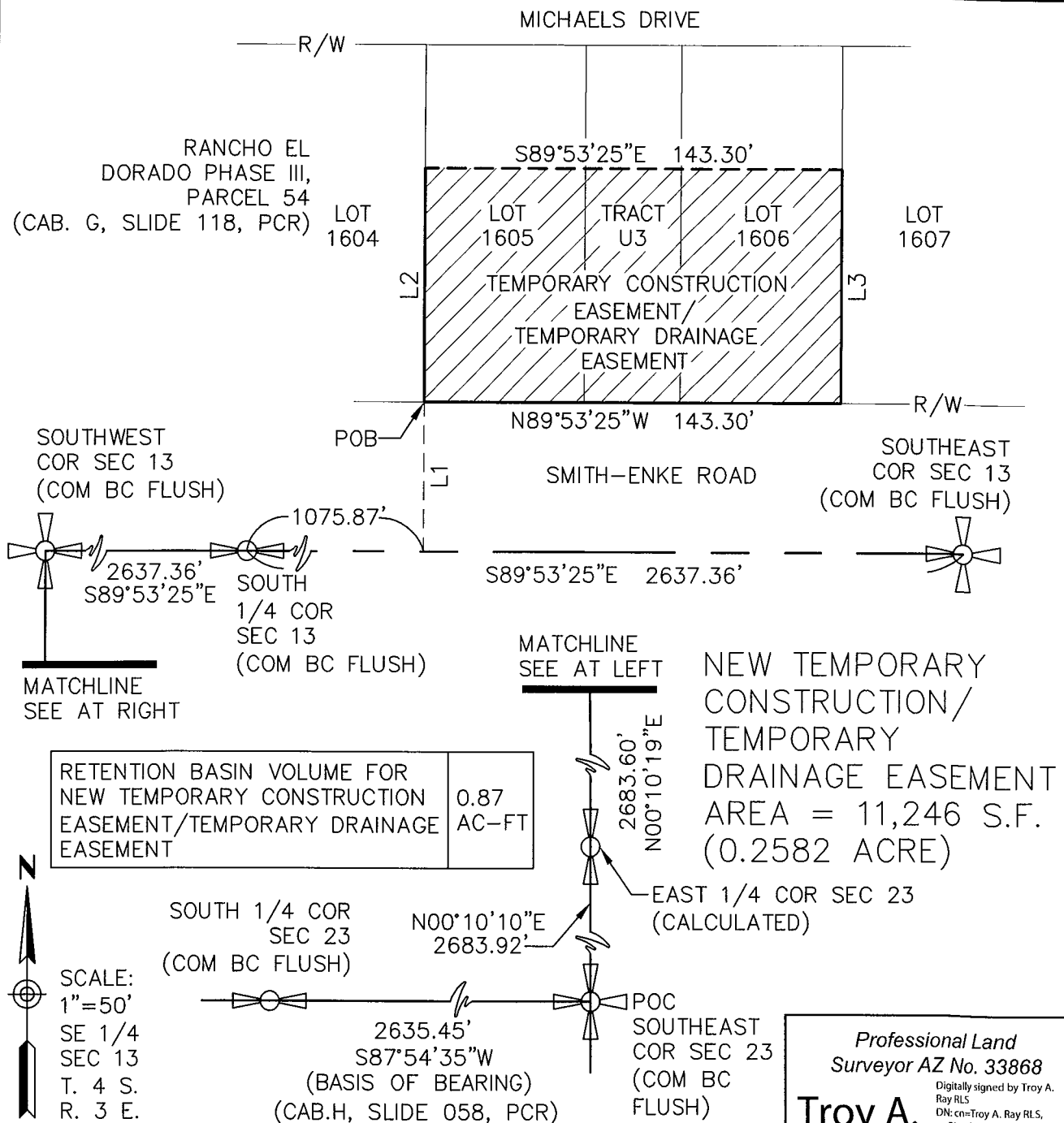
**Troy A.  
Ray RLS**

Digitally signed by Troy A. Ray  
RLS  
DN: cn=Troy A. Ray RLS,  
o=Ritich-Powell & Associates,  
ou, email=tray@ritichpowell.  
com, c=US  
Date: 2015.05.06 13:10:46  
-0700

*(Expires 6/30/17)*  
**ELECTRONIC SEAL**  
<http://www.btr.state.az.us/>

# EXHIBIT A

## SKETCH



**TITLE: NEW TCE/TDE**

Sheet 3 of 4

**Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.**

**Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014**

**Phone: 602-263-1177 Fax: 602-277-6286 RPA Project: 214008**

**Professional Land  
Surveyor AZ No. 33868**

Digitally signed by Troy A.  
Ray RLS  
DN: cn=Troy A. Ray RLS,  
o=Ritoch-Powell &  
Associates, ou,  
email=tray@ritochpowell.  
com, c=US  
Date: 2015.05.06 13:11:02  
-07'00'

**Troy A.  
Ray RLS**

(Expires 6/30/17)  
**ELECTRONIC SEAL**  
<http://www.blr.state.az.us/>



# EXHIBIT A

## SKETCH

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°06'35"E	50.00'
L2	N0°06'35"E	78.48'
L3	S0°06'35"W	78.48'

**TITLE: NEW TCE/TDE**

Sheet 4 of 4

**Preparing Firm: RIToch-POWELL & ASSOCIATES, INC.**

**Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014**

**Phone: 602-263-1177 Fax: 602-277-6286 RPA Project: 214008**

*Professional Land  
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Digitally signed by Troy A.  
Ray RLS  
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o=Ritoch-Powell &  
Associates, ou,  
email=tray@ritochpowell.  
com, c=US  
Date: 2015.05.06 13:11:38  
-07'00'

*(Expires 6/30/17)*  
**ELECTRONIC SEAL**  
<http://www.btr.state.az.us/>

NEW TEMPORARY CONSTRUCTION/TEMPORARY DRAINAGE EASEMENT

NORTH: 754296.2987'      EAST: 474353.7596'

SEGMENT #1 : LINE

COURSE: N00°06'35"E      LENGTH: 78.48'  
NORTH: 754374.7786'      EAST: 474353.9099'

SEGMENT #2 : LINE

COURSE: S89°53'25"E      LENGTH: 143.30'  
NORTH: 754374.5042'      EAST: 474497.2097'

SEGMENT #3 : LINE

COURSE: S00°06'35"W      LENGTH: 78.48'  
NORTH: 754296.0243'      EAST: 474497.0594'

SEGMENT #4 : LINE

COURSE: N89°53'25"W      LENGTH: 143.30'  
NORTH: 754296.2987'      EAST: 474353.7596'

PERIMETER: 443.56'      AREA: 11,246.29 SQ. FT. (0.2582 ACRE)  
ERROR CLOSURE: 0.0000'      COURSE: N00°00'00"E  
ERROR NORTH: 0.00000'      EAST: 0.00000'

PRECISION 1: 443,560,000.00

*Professional Land  
Surveyor AZ No. 33868*

**Troy A.  
Ray RLS**

Digitally signed by Troy  
A. Ray RLS  
DN: cn=Troy A. Ray RLS,  
o=Ritoch-Powell &  
Associates, ou,  
email=tray@ritochpowell  
.com, c=US  
Date: 2015.05.06  
13:12:17 -07'00'

*(Expires 6/30/17)*  
**ELECTRONIC SEAL**  
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