

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

PUBLIC ACCESS EASEMENT

GRANTOR: 45030, LLC, an Arizona limited liability company

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 Exhibit “1” (“Easement Property”).

B. On the terms and conditions set forth below, Grantor is willing to grant to Grantee an easement for access for the public benefit in, upon, over and across the Easement Property.

NOW, THEREFORE, for good and 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. City shall also have the exclusive right to build structures within the Easement Property. The said easement may be used by Grantee and its licensees without the necessity of any further acts or approval by Grantor.

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

3. **Obstructions and Landscaping.** Grantee may remove trees, bushes or other obstructions within the Easement Property to the extent reasonably necessary to carry out the purposes set forth herein.

4. **Running of Benefits and Burdens.** 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.

5. **Indemnity.** Grantee agrees to indemnify and hold Grantor harmless for, from and against any and all claims, demands, liabilities, losses, damages, liens costs or expenses (including reasonable attorneys' fees and costs) which may be claimed or asserted against Grantor on account of or arising solely out of Grantee's use of the Easement Property pursuant to the terms of this Easement, provided that Grantee shall not be responsible for any claims arising from the negligence or intentional conduct of Grantor. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

6. **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.

7. **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. 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 _____, 2019.

GRANTOR:

45030, LLC, an Arizona limited liability company

By:_____

Name:_____

Title:_____

GRANTEE:

CITY OF MARICOPA

By:_____

Its:_____

STATE OF ARIZONA)
) ss
County of Pinal)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019 by _____, the _____ of 45030, LLC, an
Arizona limited liability company, on behalf of the company.

Notary Public

My Commission expires:

STATE OF ARIZONA)
) ss
County of Pinal)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019 by _____, the _____ of the City of Maricopa,
Arizona, an Arizona municipal corporation, on behalf of the corporation.

Notary Public

My Commission expires:

EXHIBIT “1”