

When recorded, mail to:
City of Chandler
City Clerk
P.O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

APN: 303-10-109
Section 34, Township 1 South, Range 5 East

This document is exempt from Affidavit and Fee requirement pursuant to A.R.S. § 11-1134(A)(2).

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of TEN and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged,

CITY OF CHANDLER, an Arizona municipal corporation

("Grantor"), does hereby grant and convey to S ARIZONA AVENUE, LLC, an Arizona limited liability company ("Grantee"), a Temporary Construction Easement in connection with the construction of concrete structural footings on the structure located at 141 South Arizona Avenue (the "Project"). The purpose of this Temporary Construction Easement is to allow Grantee, its agents, contractors and assigns, to use the property, as described herein, for the construction of the Project. This Temporary Construction Easement shall be on, over, and across that certain real property situated in Maricopa County, Arizona, and more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference (the "Easement Property"). A diagram depicting the Easement Property is attached as Exhibit B and made a part hereof by this reference.

The term of this easement shall be 365 days, commencing on June 9, 2025, and ending on June 8, 2026. In the event completion of the Project occurs earlier than the full term of this easement, Grantee may terminate the easement by written notice to Grantor. If additional time is needed for completion due to construction delays, Grantee shall have the right to request an extension not to exceed 90 days upon written notice.

Grantor covenants to and with Grantee and its assigns that he is lawfully seized and possessed of the Easement Property, that Grantor has good and lawful right to grant said easement interest, and that Grantor warrants and will defend the title to said easement interest against all claims and demands.

Grantee shall repair and restore the Easement Property to a like or equivalent condition as existed prior to the construction activity and shall be responsible for any damages, claims or losses occurring on the Easement Property during the term of this easement caused by Grantee's negligent use of the Easement Property or by the negligent acts or conduct of Grantee's employees, agents, contractors or assigns. Grantee shall not be responsible for correcting or

A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Temporary Construction Easement
Date of Document	
Number of Pages	Which includes Exhibits A
Add'l Signers (other than those named in the notarial certificate.)	None

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Beginning at the southeast corner of Lot 487, TOWNSITE OF CHANDLER, according to Book 5 of Maps, page 34, records of Maricopa County, Arizona.

Thence west along the south lot line of said Lot 487 a distance of 150.0 feet to the southwest corner of said Lot 487;

Thence north along the west lot line of said Lot 487 a distance of 100.0 feet to the northwest corner of Lot 485 TOWNSITE OF CHANDLER, according to Book 5 of Maps, page 34, records of Maricopa County, Arizona;

Thence west along a line that is the elongation of the north line of said Lot 485 a distance of 8.0 feet to a point;

Thence south along a line parallel to and 8.0 feet west of the west line of said Lots 485 and 487 a distance of 110.0 feet to a point;

Thence east along a line parallel to and 10.0 feet south of the south line of said Lot 487 a distance of 166.5 feet to a point;

Thence north a distance of 69.5 feet along a line parallel to and 8.5 feet east of the east property line of said Lots 485 and 487 to a point;

Thence west 8.5 feet to the east property line of said Lot 485;

Thence south along the east property line of said Lots 485 and 487 to the southeast corner of said Lot 487 also being the Point of Beginning.

Containing an area of 2,995.61 square feet or 0.07 acres more or less.

Note: The legal description above is based on county and municipal documents. It is not based on a boundary survey of the subject parcel.

EXHIBIT "B"
Depiction of Easement Area

