

When Recorded Return to:  
City Clerk, City of El Mirage  
10000 N. El Mirage Road  
El Mirage, AZ 85335

Exempt under A.R.S. § 11-1134(A)(2)

## PARTIAL TERMINATION OF EASEMENT AGREEMENT

This PARTIAL TERMINATION OF EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “**Effective Date**”) by and between the CITY OF EL MIRAGE, an Arizona municipal corporation, (the “**City**”) and DPML COPPERWING, LLC, a Delaware limited liability company (“**DPML**”).

WHEREAS, DPML is the owner of certain real property more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**DPML Parcel**”).

WHEREAS, DPML granted to the City multiple non-exclusive drainage and retention basin easements pursuant to that certain Drainage and Retention Basin Easement Agreement dated as of September 21, 2022, and recorded on October 11, 2022, in the office of the Maricopa County Recorder as document number 2022-0767890 (the “**Easement Agreement**”), four easements of which burden the real property more particularly described in **Exhibit B** attached hereto and made a part hereof (such four easements, collectively, the “**Easements**”), which property is part of the DPML Parcel.

WHEREAS, DPML granted the Easements to the City to allow the collection of runoff from the City’s adjacent Dysart Road improvement project until DPML developed the DPML Parcel.

WHEREAS, DPML now wishes to develop the DPML Parcel (such development, “**DPML’s Improvements**”).

WHEREAS, DPML has requested that the City execute this Agreement in order to evidence the termination of the Easements in order to facilitate the construction of DPML’s Improvements.

WHEREAS, the City is authorized pursuant to A.R.S. §9-402(E) to abandon, terminate, release and relinquish easements that the City no longer needs.

WHEREAS, the City has determined that drainage easements D.E. 14, D.E. 15, D.E. 16 and D.E. 17 set forth in Exhibit B to the Easement Agreement and shown and described in **Exhibit B** hereto are no longer needed.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and DPML agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by

this reference.

2. Termination of Easements. The City hereby abandons, terminates, releases and relinquishes the Easements.
3. Binding Effect. The covenants contained in this Agreement are not personal but shall run with the land and shall benefit the fee simple title holder of the DPML Parcel, and its respective heirs, personal representatives, transferees, successors or assigns.
4. Exhibits. The exhibits referenced in this Agreement as being a part hereof are part of this Agreement as if fully set forth in this Agreement.
5. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.
6. Counterparts. This Agreement may be executed in a number of identical counterparts and each of which for all purposes is deemed an original, and all of which constitute collectively one (1) Agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by each party hereto.

[Signatures on the following page]

**IN WITNESS WHEREOF**, the City of El Mirage, Arizona, and DPML Copperwing, LLC, have executed this Agreement as of the Effective Date.

CITY OF EL MIRAGE,  
an Arizona municipal corporation

\_\_\_\_\_  
J. Crystal Dyches, City Manager

STATE OF ARIZONA        )  
  ) SS.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by J. Crystal Dyches, City Manager of the City of El Mirage, an Arizona municipal corporation, and being authorized to do so, executed the foregoing instrument on behalf of the City for the purposes therein stated.

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

My Commission Expires: \_\_\_\_\_

[Affix notary seal here]

ATTEST:

\_\_\_\_\_  
Sharon Antes, City Clerk

Dated: \_\_\_\_\_

Approval as to Form

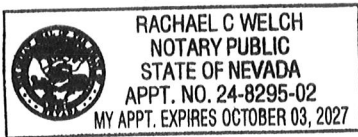
By: \_\_\_\_\_  
Justin Pierce, City Attorney

DPML Copperwing, LLC  
a Delaware Limited Liability Company

By: [Signature]  
C. Douglas Lanning, CFO & Secretary

STATE OF NEVADA        )  
                                  ) SS.  
COUNTY OF WASHOE    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JULY, 2024, by C. Douglas Lanning (name of person) the CFO & Secretary of DPML Copperwing, LLC, a Delaware limited liability company on behalf of the company.



[Signature]  
(Signature of notarial officer)

Print Name: Rachael C. Welch

Title: Notary Public

[Affix notary seal here]

**EXHIBIT A**  
**Legal Description of DPML Parcel**

Parcel 4, COPPERWING LOGISITICS CENTER, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona recorded in Book 1556 of Maps, Page 16, Except from Parcel 4 that portion conveyed to EPCOR Water Arizona, Inc., by Special Warranty Deed recorded in Document No. 2021-1018769.

**EXHIBIT B**  
**Legal Description of the Easements**

*[see attached]*



**Legal Description  
Drainage Easement  
APN: 501-45-982A**

Job No. 18-081.2

MARCH 29, 2022

A portion of the Southwest Quarter of Section 26, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

D.E. 14

Commencing at the southwest corner of said Section 26, being a brass cap in hand hole, from which the west quarter corner thereof, being a brass cap in hand hole bears North 0 degrees 06 minutes 25 seconds East, 2,617.02 feet;

thence North 0 degrees 06 minutes 25 seconds East, along the west line of said Southwest Quarter, 132.28 feet to a point hereinafter being referred to as Point "A";

thence South 89 degrees 53 minutes 35 seconds East, 55.00 feet to a point on the east line of the west 55.00 feet of said Southwest Quarter, said point being the POINT OF BEGINNING;

thence North 0 degrees 06 minutes 25 seconds East, along the said east line, 257.00 feet;

thence South 89 degrees 53 minutes 35 seconds East, 41.00 feet to a point on the east line of the west 96.00 feet of said Southwest Quarter;

thence South 0 degrees 06 minutes 25 seconds West, along said east line, 257.00 feet;

thence North 89 degrees 53 minutes 35 seconds West, 41.00 feet to the POINT OF BEGINNING.

Together with the following described parcel:

D.E. 15

COMMENCING at the aforementioned Point "A"; thence North 0 degrees 06 minutes 25 seconds East, along the west line of said Southwest Quarter, 367.72 feet to a point hereinafter being referred to as Point "B";



thence South 89 degrees 53 minutes 35 seconds East, 49.50 feet to a point on the west line of said parcel of land and the east line of the west 49.5 feet of said Southwest Quarter, said point being the POINT OF BEGINNING;

thence North 0 degrees 06 minutes 25 seconds East, along the said east and west line, 328.00 feet;

thence South 89 degrees 53 minutes 35 seconds East, 39.50 feet to a point on the east line of the west 89.00 feet of said Southwest Quarter;

thence South 0 degrees 06 minutes 25 seconds West, along said east line, 328.00 feet;

thence North 89 degrees 53 minutes 35 seconds West, 39.50 feet to the POINT OF BEGINNING.

Together with the following described parcel:

D.E. 16

COMMENCING at the aforementioned Point "B"; thence North 0 degrees 06 minutes 25 seconds East, along the west line of said Southwest Quarter, 437.56 feet to a point hereinafter being referred to as Point "C";

thence South 89 degrees 53 minutes 35 seconds East, 49.50 feet to a point on the east line of the west 49.50 feet of said Southwest Quarter, said point being the POINT OF BEGINNING;

thence North 0 degrees 06 minutes 25 seconds East, along the said east line, 321.00 feet;

thence South 89 degrees 53 minutes 35 seconds East, 38.50 feet to a point on the east line of the west 88.00 feet of said Southwest Quarter;

thence South 0 degrees 06 minutes 25 seconds West, along said east line, 321.00 feet;

thence North 89 degrees 53 minutes 35 seconds West, 38.50 feet to the POINT OF BEGINNING.

Together with the following described parcel:



D.E. 17

COMMENCING at the aforementioned Point "C"; thence North 0 degrees 06 minutes 25 seconds East, along the west line of said Southwest Quarter, 732.96 feet;

thence South 89 degrees 53 minutes 35 seconds East, 49.50 feet to a point on the east line of the west 49.5 feet of said Southwest Quarter, said point being the POINT OF BEGINNING;

thence North 0 degrees 06 minutes 25 seconds East, along the said east line, 356.00 feet;

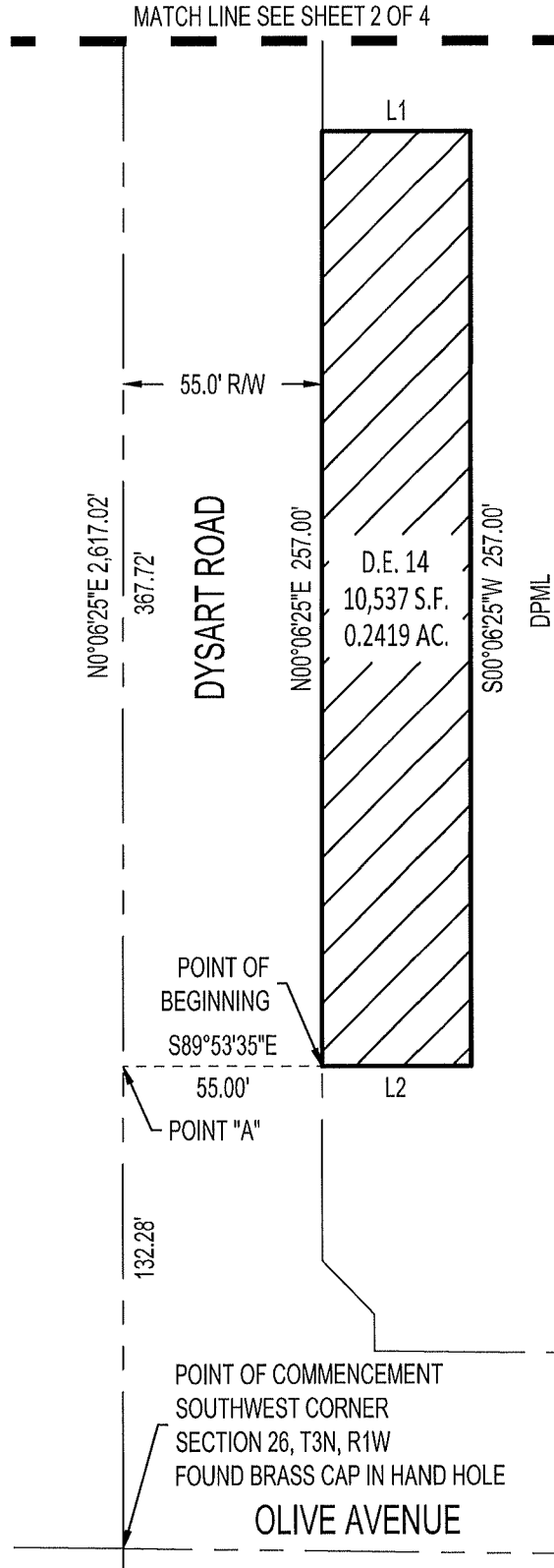
thence South 89 degrees 53 minutes 35 seconds East, 42.50 feet to a point on the east line of the west 92.00 feet of said Southwest Quarter;

thence South 0 degrees 06 minutes 25 seconds West, along said east line, 356.00 feet;

thence North 89 degrees 53 minutes 35 seconds West, 42.50 feet to the POINT OF BEGINNING.

An area containing 50,981 square feet or 1.1703 acres, more or less.



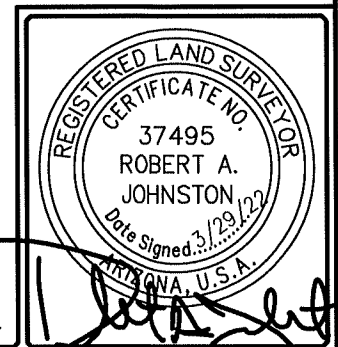


LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°53'35"E	41.00'
L2	N89°53'35"W	41.00'
L3	S89°53'35"E	39.50'
L4	N89°53'35"W	39.50'
L5	S89°53'35"E	38.50'
L6	N89°53'35"W	38.50'
L7	S89°53'35"E	42.50'
L8	N89°53'35"W	42.50'

DPML  
COPPERWING LLC  
DOCUMENT 21-1338698, M.C.R.



N.T.S.



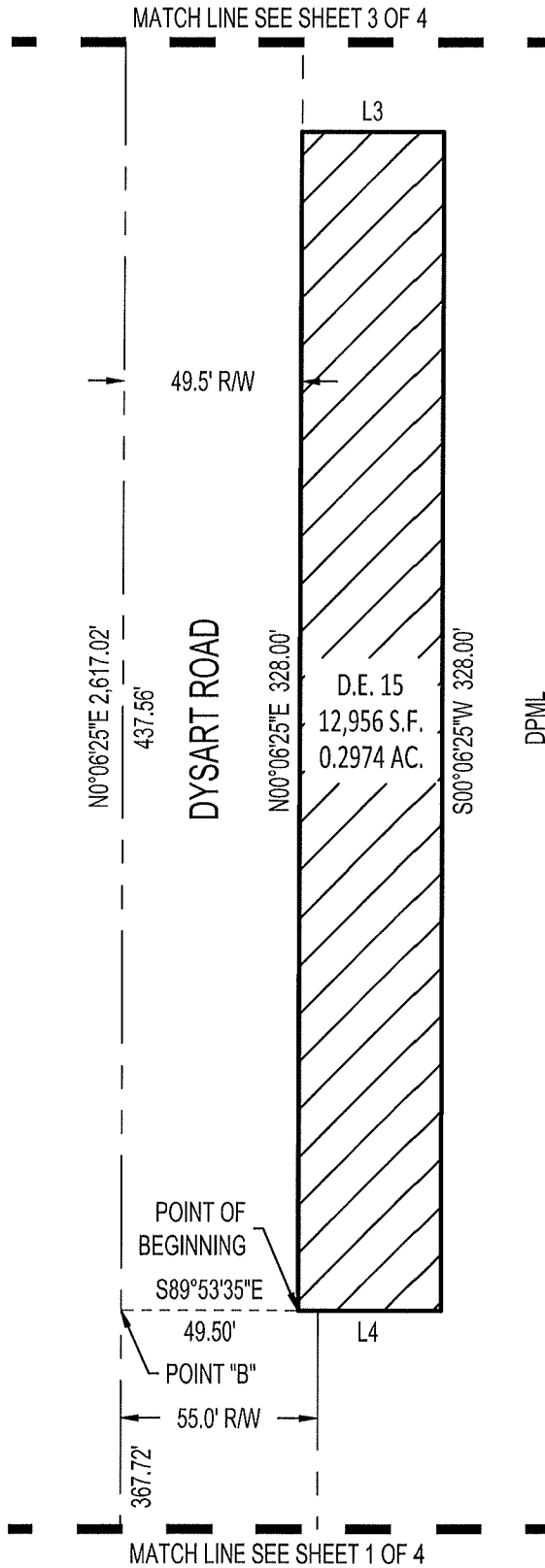
SHEET 1 OF 4

18-081.2	DRAINAGE EASEMENT APN: 501-45-982A
	EXHIBIT

1130 N. Alma School Rd.  
Ste. 120 Mesa, AZ 85201  
T:480.503.2250 | F:480.503.2258  
www.epsgroupinc.com

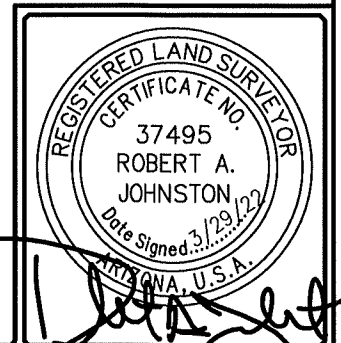


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DPML  
COPPERWING LLC  
DOCUMENT 21-1338698, M.C.R.



SHEET 2 OF 4

18-081.2

DRAINAGE EASEMENT  
APN: 501-45-982A

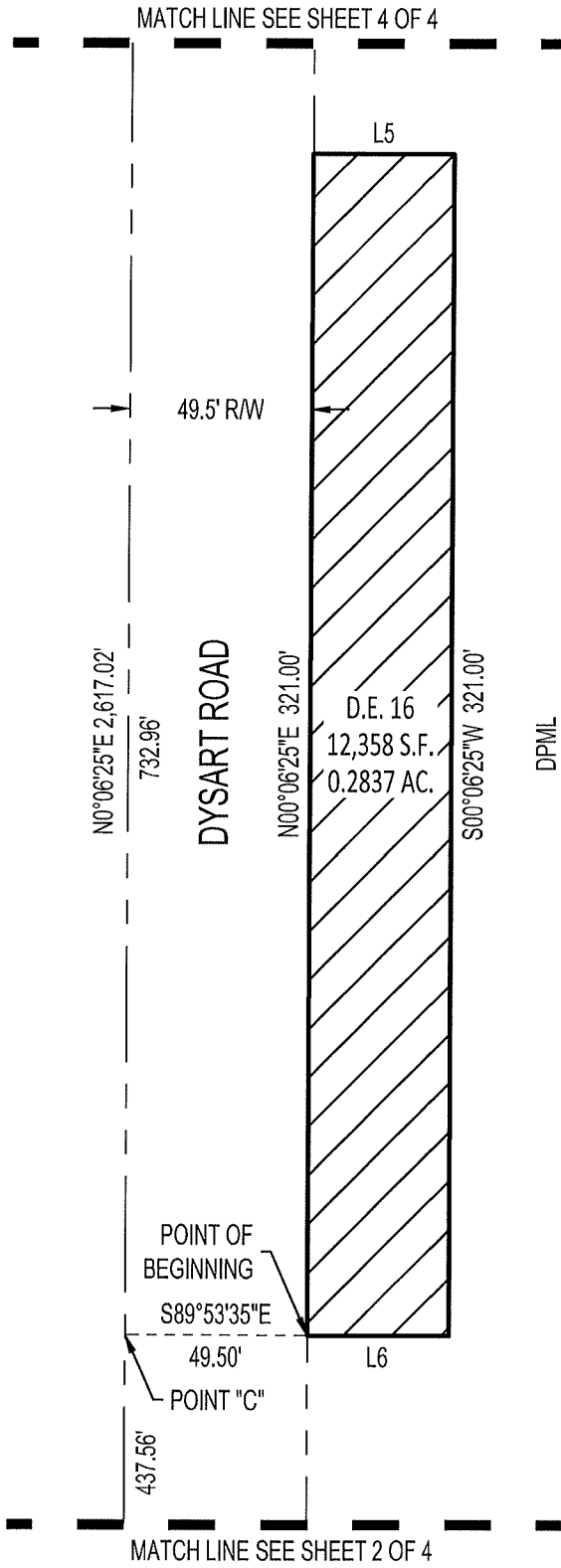
EXHIBIT



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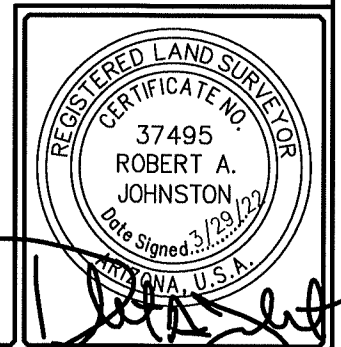


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DPML  
COPPERWING LLC  
DOCUMENT 21-1338698, M.C.R.



SHEET 3 OF 4

18-081.2

DRAINAGE EASEMENT  
APN: 501-45-982A

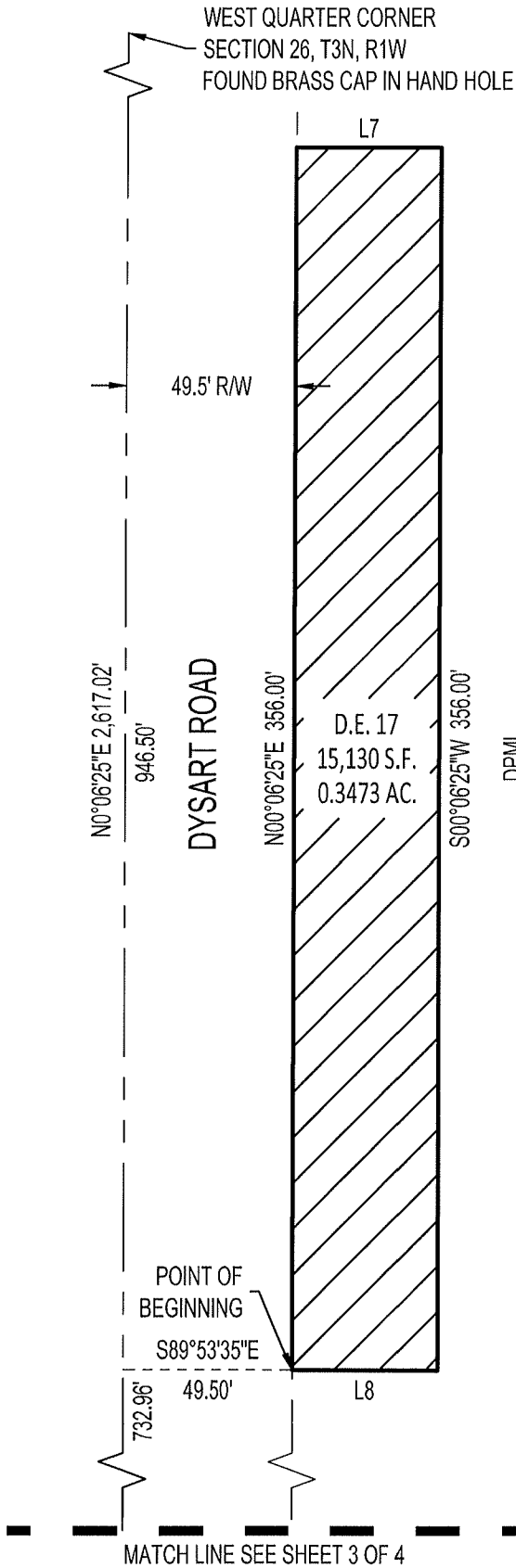
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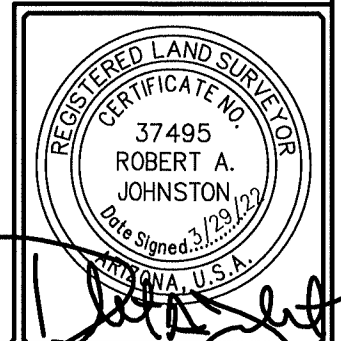
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SHEET 4 OF 4

18-081.2

DRAINAGE EASEMENT  
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EXHIBIT



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