

When recorded mail to:
City of Goodyear
City Clerk/lrb
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A) (2)

**TEMPORARY DRAINAGE EASEMENT AGREEMENT
(Citrus Road)**

This Temporary Drainage Easement Agreement (Citrus Road) is entered into as of _____, 2021, by and between LS-GOODYEAR LLC, a Delaware limited liability company ("LS-GOODYEAR") and the City of Goodyear, an Arizona municipal corporation ("City").

RECITALS

A. LS-GOODYEAR LLC, a Delaware limited liability company, ("LS-GOODYEAR") is the owner of the real property described on the attached Exhibits "A-1" & "A-2"

("Property") attached hereto and incorporated herein by reference.

B. LS-GOODYEAR is in the process of developing the Property and constructing road improvements for a section of Citrus Road located adjacent to the Property.

C. Pursuant to requirements in the City of Goodyear's Engineering Standards and Design Policies and Goodyear City Code, property owners are required to construct and maintain drainage improvements needed to manage storm water on their properties generated on-site and off-site, including storm water flows from adjacent roadways.

D. LS-GOODYEAR, submitted or caused to be submitted plans titled El Cidro Phase 1B Infrastructure, Paving and Drainage Plans (City HTE number 18-5217) identifying improvements to be constructed within the portion of the Property described in Exhibit "B," a copy of this is attached hereto and incorporated herein by this reference (the "Easement Area") to manage storm water flows from the Property generated on-site and off-site and storm water flows from roadways adjacent to the Property.

E. The El Cidro Phase 1B Infrastructure, Paving and Drainage Plans (City HTE number 18-5217) were approved by the City Engineer or his designee on July 23, 2020, a copy of which is on file with the City of Goodyear.

F. This Temporary Drainage Easement Agreement (Citrus Road) is being entered to provide for the continued use of the Easement Area for the receipt retention and disposal of storm water flows and for the construction, maintenance, repair and replacement of drainage improvements that are to be constructed pursuant to the Approved Plans, as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LS-GOODYEAR and the City agree as follows:

1. DEFINITIONS. Terms not defined elsewhere in this Temporary Drainage Easement Agreement (Citrus Road) shall have the following meanings:

a. Agreement means this Temporary Drainage Easement Agreement (Citrus Road) by and between LS-GOODYEAR LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation as may be amended in a writing executed by the Parties.

b. Approved Plans means the El Cidro Phase 1B Infrastructure, Paving and Drainage Plans, which were approved by the City Engineer or his designee on July 23, 2020 (City HTE number 18-5217) as may be amended and approved by the City Engineer or his designee, a copy of which is on file with the City of Goodyear.

c. Citrus Road Drainage Improvements means the improvements identified in the Approved Plans that are to be constructed within the Easement Area, including but not limited to, retention/detention areas, catch basins, scuppers, drainage pipes, headwalls and all other drainage facilities identified in the Approved Plans that, upon construction, will accept, convey and dispose of storm water flows identified in the Approved Plans.

d. Grantor means LS-GOODYEAR LLC, a Delaware limited liability company.

e. Grantor's Maintenance Obligations means all of the obligations set forth in section 5.

f. Grantor's Successors and Assigns means all future owners of all or a part of the Property and Easement Area. Notwithstanding the foregoing, owners of any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy or Certificate of Completion for a single family residence has been issued shall not be considered a successor and/or assign of the Property for purposes of this Agreement.

g. Parties means the City of Goodyear, an Arizona municipal corporation and LS-GOODYEAR LLC, a Delaware limited liability and their respective successors and assigns.

2. GRANT OF EASEMENT. LS-GOODYEAR LLC, a Delaware limited liability company, as the fee owner of the Property and Easement Area grants and conveys to the City of Goodyear, an Arizona municipal corporation a non-exclusive easement on, over, across and under the Easement Area for the uses described in this Agreement and subject to the terms of this Agreement.

3. EASEMENT USES. The easement granted herein is granted for the following uses: (i) the receipt, acceptance, retention, diversion and conveyance of storm water flows and (ii) for the entry upon, construction, installation, maintenance, repair, replacement and operation

of the Citrus Road Drainage Improvements by the City and its Permittees. The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges for the purposes herein described.

4. LIMITATIONS ON GRANTOR'S USE. No building, structure or other above ground improvements other than the Citrus Road Drainage Improvements shall be constructed within the Easement Area if such building, structure or above ground improvement would impede the flow of water over, under or through the Easement Area or materially reduce the retention capacity of the Easement Area. Following the completion of the Citrus Road Drainage Improvements, Grantor shall not obstruct or alter any of the Citrus Drainage Improvements without the City's prior written consent

5. GRANTOR'S MAINTENANCE OBLIGATIONS. Grantor shall be responsible for the installation, maintenance, repair and replacement of all Citrus Road Drainage Improvements, including keeping the underground pipes to be installed under any City owned rights of way, free of all debris. Grantor shall maintain the Citrus Road Drainage Improvements in good condition and in accordance with the Approved Plans. Grantor shall maintain, inspect, repair and replace the Citrus Road Drainage Improvements as necessary to: maintain their storm-water carrying and storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in the Citrus Road Drainage Improvements, including any pipes installed under any City owned rights of way.

6. CITY'S MAINTENANCE RIGHTS. The City is not obligated to perform any of Grantor's Maintenance Obligations, but, if in the opinion of the City Engineer, the City's Director of Public Works and/or their respective designees, Grantor has failed to adequately perform any of all of its Maintenance Obligations, the City may undertake all or part of Grantor's Maintenance Obligations at Grantor's expense. If the City undertakes all or part of Grantor's Maintenance Obligations, Grantor shall reimburse the City for the costs the City incurred in doing so within thirty days of Grantor's receipt of an invoice from the City. Grantor shall indemnify, defend and hold the City harmless against Grantor's failure to perform Grantor's Maintenance Obligations under this Agreement.

7. EASEMENT EFFECTIVE DATE. The easement granted herein shall commence on the date this Agreement is recorded in the official records of Maricopa County, Arizona and shall continue in effect until it is terminated as provided in Section 8 of this Agreement.

8. TERMINATION. This Agreement and the easement granted herein shall remain in effect until permanent drainage improvements that will accommodate 100% of the storm water that the temporary drainage easement granted herein was designed to accept have been constructed and the City has been provided a permanent drainage easement for the permanent drainage improvements. Upon the completion of the permanent drainage improvements described herein, the recordation of a permanent drainage easement in a form provided by the City Attorney or his designee, and the City's receipt of a written request from the then owner of the Easement Area, the City Manager shall execute documentation to terminate this Agreement.

9. Covenant Runs with the Land. This Agreement constitutes a covenant that runs with land for the benefit of the City and its successors and assigns and is binding upon Grantor and Grantor's Successors and Assigns

IN WITNESS WHEREOF, each of the Parties has caused this instrument to be executed in the manner appropriate for each.

LS-GOODYEAR LLC,
a Delaware limited liability company

By: Eugene J. Strjek

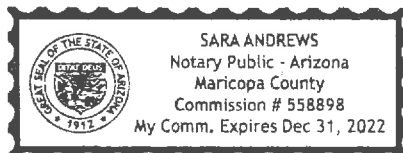
Date: 4-8-21

Its: ASST. VICE PRESIDENT

State of Arizona)
) ss.
County of Maricopa)

On this 8th day of April, 2021, personally appeared before me Eugene Strjek, as Asst. Vice President, of LS-GOODYEAR LLC, a Delaware limited liability company, who acknowledges before me that he/she executed the foregoing Temporary Drainage Easement Agreement (Citrus Road).

Notary Seal:



Sara Andrews
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

City of Goodyear, Arizona
an Arizona municipal corporation

By: _____

Date: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing Temporary Drainage Easement Agreement (Citrus Road) was acknowledged before me this ___ day of _____, 20__ by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said City of Goodyear.

Notary Seal:

Notary Public

Exhibits on Following Pages

April 2, 2021

EXHIBIT "A-1"
LEGAL DESCRIPTION FOR
EL CIDRO PARCEL 1A
PLAT BOUNDARY

That part of the Southwest Quarter of Section 23, Township 1 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Department of Transportation Brass Cap in pothole marking the Southwest Corner of said Section 23, from which the Cotton Picker Spindle marking the West Quarter Corner of said Section 23 bears North 00°11'46" East, a distance of 2,636.39 feet;

Thence North 00°11'46" East, along the West line of the Southwest Quarter of said Section 23, a distance of 968.23 feet to the True Point of Beginning;

Thence continuing North 00°11'46" East, along said West line, a distance of 1,011.52 feet;

Thence South 89°48'14" East, departing said West line, a distance of 1,673.14 feet to the beginning of a tangent curve of 550.00 foot radius, concave Northerly;

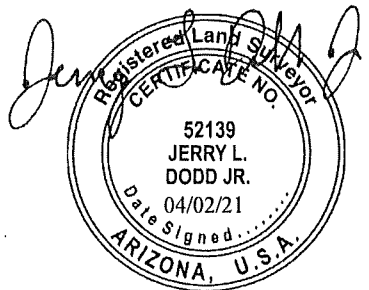
Thence Easterly, along said curve, through a central angle of 09°35'34", a distance of 92.08 feet;

Thence South 09°23'48" East, a distance of 133.09 feet;
Thence South 39°44'27" East, a distance of 33.65 feet;
Thence South 17°15'15" East, a distance of 178.27 feet;
Thence South 04°29'50" East, a distance of 53.68 feet;
Thence South 00°20'06" East, a distance of 455.00 feet;
Thence South 01°37'35" East, a distance of 52.94 feet;
Thence South 11°51'09" East, a distance of 51.07 feet;
Thence South 72°30'40" West, a distance of 115.00 feet;
Thence South 77°44'45" West, a distance of 50.18 feet;
Thence South 12°46'46" West, a distance of 19.54 feet;

Thence South 89°39'54" West, a distance of 1,720.24 feet to the True Point of Beginning;

EXCEPT any part thereof lying within the Map of Dedication El Cidro Infrastructure Phase 1-B, South Citrus Road & West El Cidro Drive as recorded in Book 1565 of Maps, Page 47, Records of Maricopa County, Arizona.

Containing 40.007 Acres, more or less.



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Page 1 of 1

EL CIDRO
PARCEL 1A CLOSURE

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3/29/2021 2:11 PM

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A.dwg

N00°11'46.1300" E 968.23101

BOUNDARY

N00°11'46.1300" E 1011.51834

S89°48'13.8702" E 1673.14026

RB = N01°45'15.7349" E
R = 333.55062
A = 92.09272
C = 91.80049
CB = N83°50'41.0659" E
D = 15°49'09.3380"
T = 46.34112
RB = S14°03'53.6031" E

S09°23'47.5578" E 135.58767

S39°44'26.9772" E 33.65351

S17°15'15.0672" E 178.26756

S04°29'50.4558" E 53.67653

S00°20'05.8716" E 455.00000

S01°37'34.8791" E 52.94441

S11°51'08.6801" E 51.07142

S72°30'40.4607" W 115.00000

S77°44'44.5537" W 50.18462

S12°46'45.8097" W 19.54322

S89°39'54.1304" W 1720.23517
to

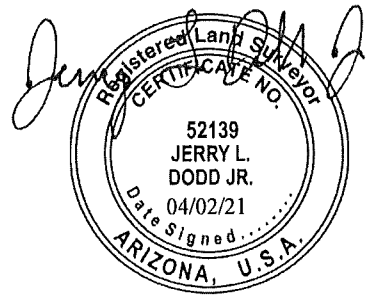
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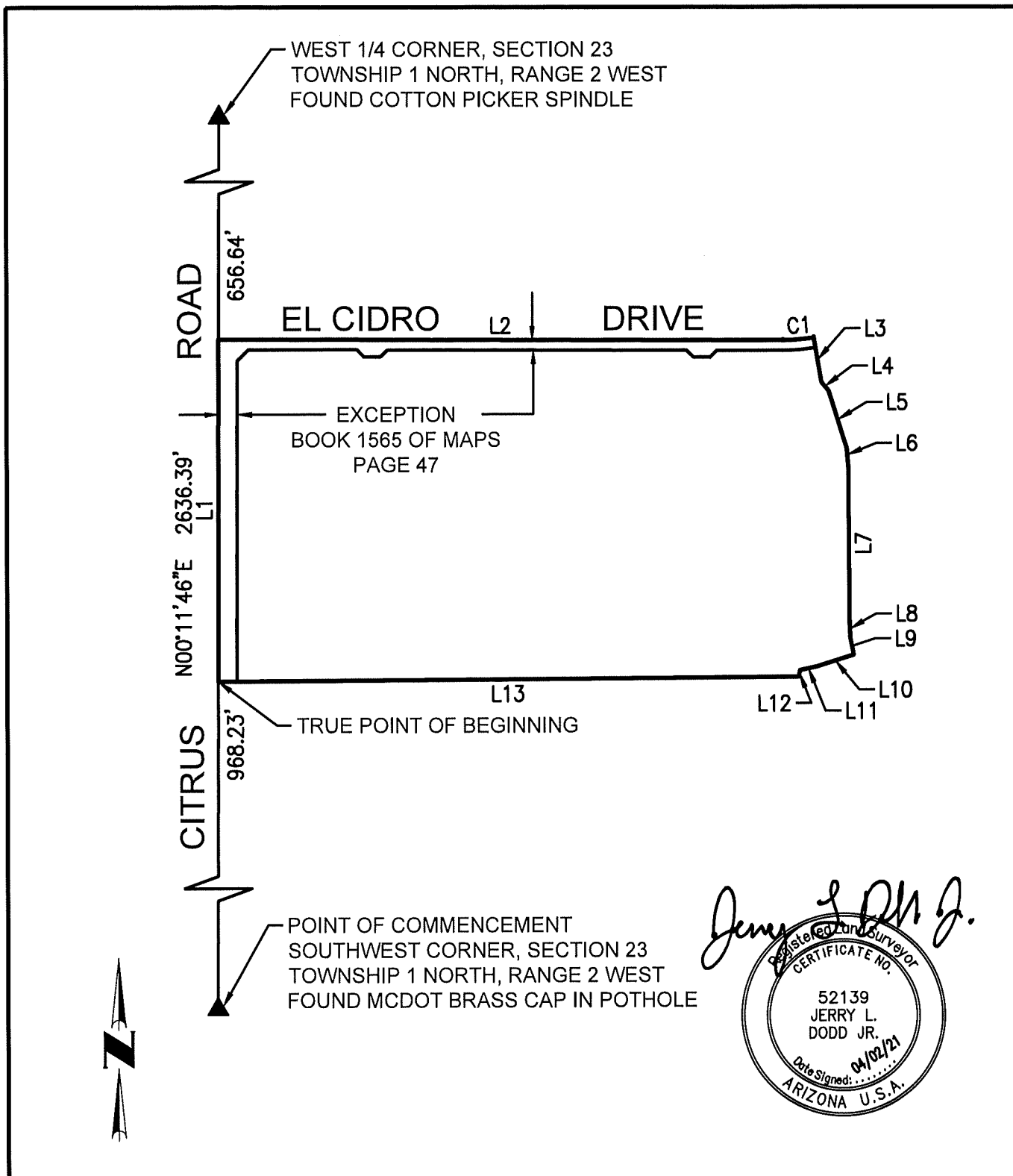
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Misclosure: 1/1,000,000+

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East Error: 0.000080

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A.dwg





SCALE 1" = 400'

EXHIBIT "A-1"

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

EL CIDRO

PARCEL 1A



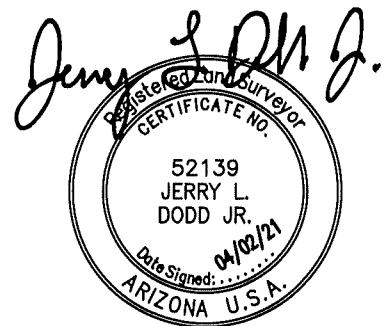
1 OF 2

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	92.08'	550.00'	009°35'34"	46.15'	91.98'	N85°23'59"E

LINE TABLE

NO.	BEARING	LENGTH
L1	N00°11'46"E	1011.52'
L2	S89°48'14"E	1673.14'
L3	S09°23'48"E	133.09'
L4	S39°44'27"E	33.65'
L5	S17°15'15"E	178.27'
L6	S04°29'50"E	53.68'
L7	S00°20'06"E	455.00'
L8	S01°37'35"E	52.94'
L9	S11°51'09"E	51.07'
L10	S72°30'40"W	115.00'
L11	S77°44'45"W	50.18'
L12	S12°46'46"W	19.54'
L13	S89°39'54"W	1720.24'



NO SCALE

EXHIBIT "A-1"

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

EL CIDRO

PARCEL 1A



2 OF 2

April 2, 2021

EXHIBIT "A-2"
LEGAL DESCRIPTION FOR
EL CIDRO PARCEL 1F
PLAT BOUNDARY

That part of the Southwest Quarter of Section 23, Township 1 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Department of Transportation Brass Cap in pothole marking the Southwest Corner of said Section 23, from which the Cotton Picker Spindle marking the West Quarter Corner of said Section 23 bears North 00°11'46" East, a distance of 2,636.39 feet;

Thence North 00°11'46" East, along the West line of the Southwest Quarter of said Section 23, a distance of 968.23 feet;

Thence North 89°39'54" East, departing said West line, a distance of 1,720.24 feet;

Thence North 12°46'46" East, a distance of 19.54 feet;
Thence North 77°44'45" East, a distance of 50.18 feet;
Thence North 72°30'40" East, a distance of 115.00 feet;
Thence South 23°07'30" East, a distance of 51.07 feet;
Thence South 34°23'52" East, a distance of 51.07 feet;
Thence South 45°42'33" East, a distance of 67.42 feet;
Thence South 48°35'30" East, a distance of 154.15 feet;

Thence South 41°24'30" West, a distance of 276.14 feet to the beginning of a tangent curve of 1,615.00 foot radius, concave Northwesterly;

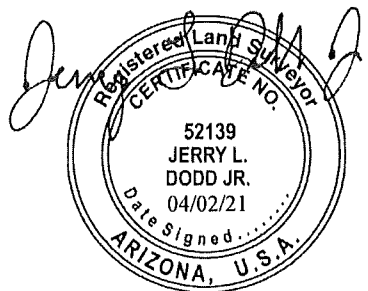
Thence Southwesterly, along said curve, through a central angle of 48°57'38", a distance of 1,380.06 feet;

Thence South 00°22'08" West, a distance of 55.00 feet to a point on the South line of the Southwest Quarter of said Section 23;

Thence North 89°37'52" West, along said South line, a distance of 694.70 feet to the Point of Beginning;

EXCEPT any part thereof lying within the Map of Dedication El Cidro Infrastructure Phase 1-B, South Citrus Road & West El Cidro Drive as recorded in Book 1565 of Maps, Page 47, Records of Maricopa County, Arizona.

Containing 35.653 Acres, more or less.



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Page 1 of 1

EL CIDRO
PARCEL 1F CLOSURE

The date and time is
3/29/2021 2:05 PM

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F.dwg

Closing course: 32°09'24.6775" 0.000718

Misclosure: 1/1,000,000+

North Error: 0.000607
East Error: 0.000382

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F.dwg

BOUNDARY

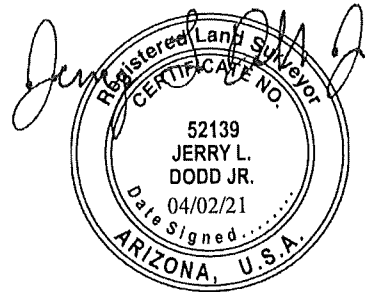
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N89°39'54.1304" E 1720.23517
N12°46'45.8097" E 19.54322
N77°44'44.5537" E 50.18462
N72°30'40.4607" E 115.00000
S23°07'30.4010" E 51.07143
S34°23'52.1243" E 51.07143
S45°42'33.2069" E 67.42500
S48°35'29.9889" E 154.14660
S41°24'30.0111" W 276.13909

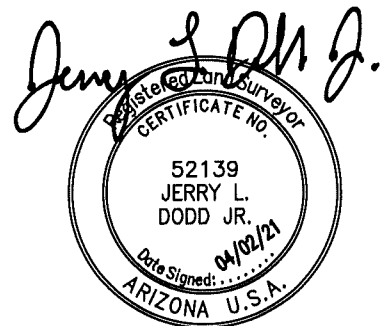
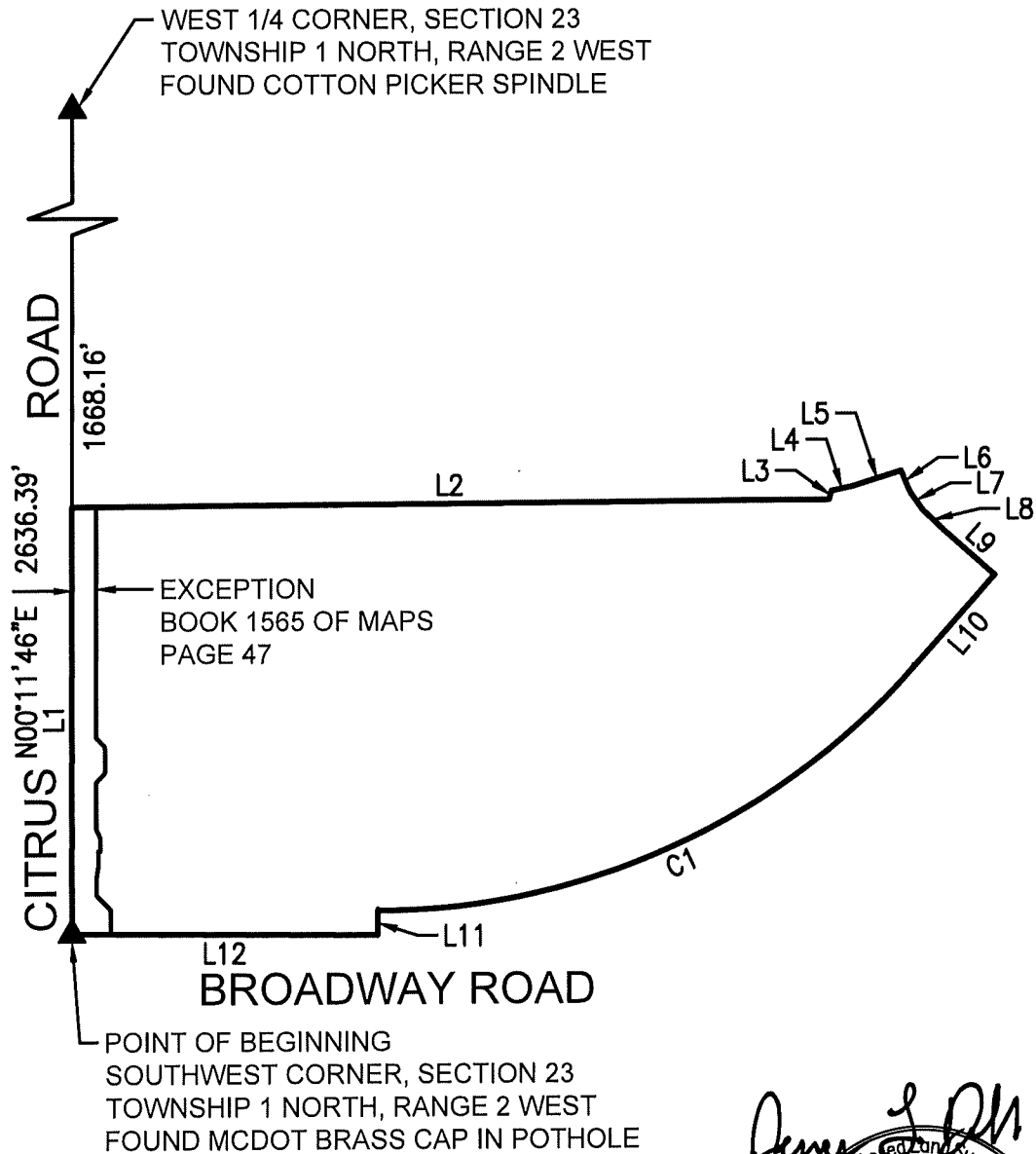
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R = 1615.00000
A = 1380.05648
C = 1338.44920
CB = S65°53'19.1385" W
D = 48°57'38.2550"
T = 735.32785
RB = S00°22'08.2660" W

S00°22'08.2663" W 55.00000

N89°37'51.7339" W 694.69618
to

Area = 1642612.82 37.709 AC





SCALE 1" = 400'

EXHIBIT "A-2"

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

EL CIDRO

PARCEL 1F



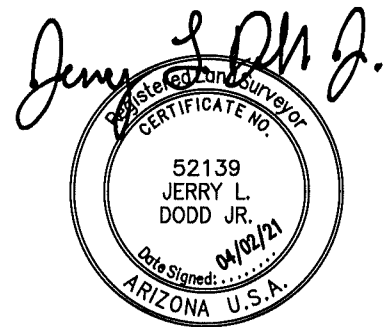
1 OF 2

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	1380.06'	1615.00'	048°57'38"	735.33'	1338.45'	N65°53'19"E

LINE TABLE

NO.	BEARING	LENGTH
L1	N00°11'46"E	968.23'
L2	N89°39'54"E	1720.24'
L3	N12°46'46"E	19.54'
L4	N77°44'45"E	50.18'
L5	N72°30'40"E	115.00'
L6	S23°07'30"E	51.07'
L7	S34°23'52"E	51.07'
L8	S45°42'33"E	67.42'
L9	S48°35'30"E	154.15'
L10	S41°24'30"W	276.14'
L11	S00°22'08"W	55.00'
L12	N89°37'52"W	694.70'



NO SCALE

EXHIBIT "A-2"

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

EL CIDRO

PARCEL 1F



2 OF 2

EXHIBIT "B"

January 12, 2021

LEGAL DESCRIPTION FOR
EL CIDRO PHASE 2
SOUTHWEST DRAINAGE EASEMENT

That part of the Southwest Quarter of Section 23, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Parcel No. 1:

Commencing at the Maricopa County Department of Transportation Brass Cap in pothole marking the Southwest Corner of said Section 23, from which the Cotton Picker Spindle marking the West Quarter Corner of said Section 23 bears North 00°11'46" East, a distance of 2,636.39 feet;

Thence South 89°37'52" East, along the South line of the Southwest Quarter of said Section 23, a distance of 87.83 feet;

Thence North 00°22'08" East, a distance of 55.00 feet to the True Point of Beginning;

Thence North 44°43'03" West, a distance of 46.74 feet to a point on a line which is parallel with and 55.00 feet Easterly, as measured at right angles, from the West line of the Southwest Quarter of said Section 23;

Thence North 00°11'46" East, along said parallel line, a distance of 36.00 feet;

Thence North 09°07'36" East, departing said parallel line, a distance of 28.47 feet to a point on a line which is parallel with and 59.42 feet Easterly, as measured at right angles, from the West line of the Southwest Quarter of said Section 23;

Thence North 00°11'46" East, along said parallel line, a distance of 35.81 feet;

Thence South 89°48'14" East, departing said parallel line, a distance of 4.58 feet to a point on a line which is parallel with and 64.00 feet Easterly, as measured at right angles, from the West line of the Southwest Quarter of said Section 23;

Thence North 00°11'46" East, along said parallel line, a distance of 30.00 feet;

Thence North 24°17'54" West, departing said parallel line, a distance of 10.96 feet to a point hereinafter referred to as Point "A";

Thence North 89°39'54" East, a distance of 128.81 feet;

Thence South 52°54'35" East, a distance of 87.03 feet;

Legal Description for
El Cidro Phase 2
Southwest Drainage Easement
January 12, 2021

Thence South 00°20'06" East, a distance of 122.49 feet to a point on a line which is parallel with and 55.00 feet Northerly, as measured at right angles, from the South line of the Southwest Quarter of said Section 23;

Thence North 89°37'52" West, along said parallel line, a distance of 171.00 feet to the True Point of Beginning.

Parcel No. 1 containing 32,450 Square Feet or 0.745 Acres, more or less.

Parcel No. 2:

Commencing at the aforementioned Point "A";

Thence North 24°17'54" West, a distance of 10.75 feet to a point on a line which is parallel with and 55.00 feet Easterly, as measured at right angles, from the West line of the Southwest Quarter of said Section 23;

Thence North 00°11'46" East, along said parallel line, a distance of 576.20 feet to the True Point of Beginning;

Thence continuing North 00°11'46" East, along said parallel line, a distance of 241.80 feet;

Thence North 60°18'08" East, departing said parallel line, a distance of 162.87 feet;

Thence South 40°46'45" East, a distance of 52.44 feet;

Thence South 00°20'06" East, a distance of 152.74 feet;

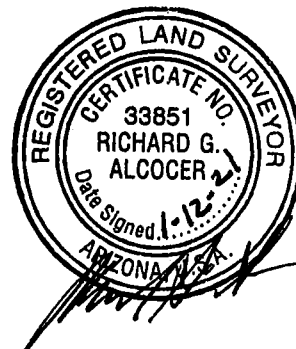
Thence South 89°39'54" West, a distance of 32.00 feet;

Thence South 00°20'06" East, a distance of 129.00 feet;

Thence South 89°39'54" West, a distance of 146.20 feet to the True Point of Beginning.

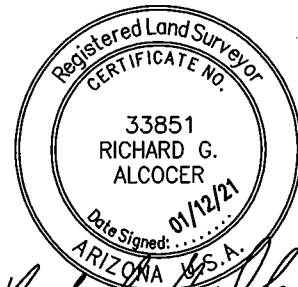
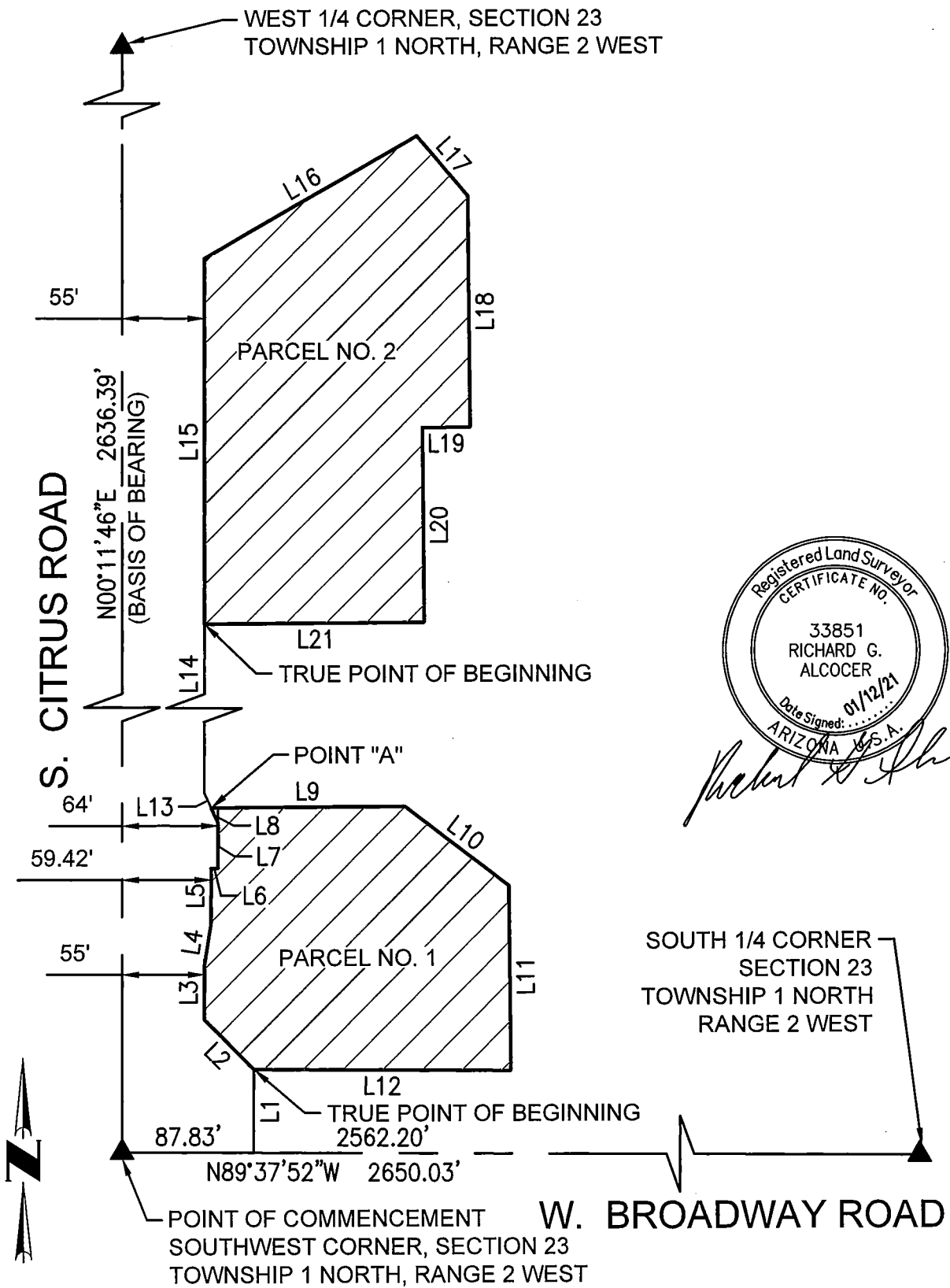
Parcel No. 2 containing 46,394 Square Feet or 1.065 Acres, more or less.

The total containing 78,844 Square Feet or 1.810 Acres, more or less.



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Page 2 of 2



Richard G. Alcocer

SCALE 1" = 100'	EL CIDRO	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	SOUTHWEST DRAINAGE EASEMENT	CELEBRATING 60 YEARS
		1 OF 2

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°22'08"E	55.00'
L2	N44°43'03"W	46.74'
L3	N00°11'46"E	36.00'
L4	N09°07'36"E	28.47'
L5	N00°11'46"E	35.81'
L6	S89°48'14"E	4.58'
L7	N00°11'46"E	30.00'
L8	N24°17'54"W	10.96'
L9	N89°39'54"E	128.81'
L10	S52°54'35"E	87.03'
L11	S00°20'06"E	122.49'

LINE TABLE		
NO.	BEARING	LENGTH
L12	N89°37'52"W	171.00'
L13	N24°17'54"W	10.75'
L14	N00°11'46"E	576.20'
L15	N00°11'46"E	241.80'
L16	N60°18'08"E	162.87'
L17	S40°46'45"E	52.44'
L18	S00°20'06"E	152.74'
L19	S89°39'54"W	32.00'
L20	S00°20'06"E	129.00'
L21	S89°39'54"W	146.20'



Richard G. Alcocer

NO SCALE	EL CIDRO	 CELEBRATING 60 YEARS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	SOUTHWEST DRAINAGE EASEMENT	2 OF 2

EL CIDRO
SOUTHWEST DRAINAGE EASEMENT
PARCEL 1

S89°37'51.7339" E 87.83436

N00°22'08.2661" E 55.00000

BOUNDARY

N44°43'02.8020" W 46.73938

N00°11'46.1100" E 36.00479

N09°07'36.2954" E 28.47244

N00°11'46.1295" E 35.81372

S89°48'13.8062" E 4.58000

N00°11'46.1170" E 30.00000

N24°17'53.6069" W 10.95621

N89°39'54.1524" E 128.81452

S52°54'34.6750" E 87.02648

S00°20'05.8656" E 122.48512

N89°37'51.7364" W 171.00182

to

Area = 32450.13 0.745 AC

Closing course: 00°14'55.7204" 0.000043

Misclosure: 1/1,000,000+

North Error: 0.000043

East Error: 0.000000

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EL CIDRO PHASE 2
SOUTHWEST DRAINAGE EASEMENT
PARCEL 2 CLOSURE

N24°17'53.5576" W 10.75127

N00°11'46.1296" E 576.20017

BOUNDARY

N00°11'46.1272" E 241.79893

N60°18'07.9714" E 162.86556

S40°46'45.1174" E 52.43820

S00°20'05.8930" E 152.74029

S89°39'54.1340" W 32.00001

S00°20'05.8565" E 129.00003

S89°39'54.1364" W 146.20100
to

Area = 46393.51 1.065 AC

Closing course: 01°13'47.7864" 0.000148

Misclosure: 1/1,000,000+

North Error: 0.000148

East Error: 0.000003

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