

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
(El Cidro Drive)**

This Temporary Drainage Easement Agreement (El Cidro Drive) 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, is the owner of the real property described in Exhibit “A” attached hereto and incorporated herein by this reference and the real property described in Exhibit “B” attached hereto and incorporated herein by this reference (collectively the real property described in Exhibits A and B are referred to as the “Property”).

B. LS-GOODYEAR is in the process of developing the Property and constructing road improvements for a section of El Cidro Drive along the frontage of 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 “C,” a copy of this is attached hereto and incorporated herein by this reference (the “Easement Area”) and under a section of El Cidro Drive adjacent to the Property to manage storm water flows from the real property described in Exhibit B 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 (El Cidro Drive) 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 (El Cidro Drive) shall have the following meanings:

a. Agreement means this Temporary Drainage Easement Agreement (El Cidro Drive) 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. El Cidro Drive 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 El Cidro Drive 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 El Cidro Drive 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 El Cidro Drive Drainage Improvements, Grantor shall not obstruct or alter any of the El Cidro Drive 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 El Cidro Drive Drainage Improvements, including keeping the underground pipes to be installed under the section of El Cidro Drive free of all debris. Grantor shall maintain the El Cidro Drive Drainage Improvements in good condition and in accordance with the Approved Plans. Grantor shall maintain, inspect, repair and replace the El Cidro Drive 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 El Cidro Drive Drainage Improvements, including the pipes installed under a section of El Cidro Drive.

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. Stojek

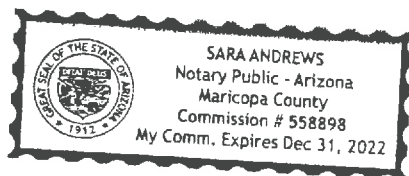
Date: 4-8-21

Its: ASST. VICE PRESIDENT

State of Arizona)
) ss.
County of Maricopa)

On this 8th day of April, 20 21, personally appeared before me Eugene Stojek, 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 (El Cidro Drive).

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 (El Cidro Drive) 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"
LEGAL DESCRIPTION FOR
EL CIDRO PARCEL 1C
PLAT BOUNDARY

That part 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 $00^{\circ}11'46''$ East, a distance of 2,636.39 feet;

Thence North $00^{\circ}11'46''$ East, along the West line of the Southwest Quarter of said Section 23, a distance of 1,979.75 feet;

Thence South $89^{\circ}48'14''$ 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 $09^{\circ}35'34''$, a distance of 92.08 feet;

Thence South $09^{\circ}23'48''$ East, a distance of 30.00 feet to a point on a 580.00 foot radius non-tangent curve, whose center bears North $09^{\circ}23'48''$ West, and the True Point of Beginning;

Thence Northeasterly, along said curve, through a central angle of $35^{\circ}36'22''$, a distance of 360.44 feet;

Thence North $87^{\circ}46'31''$ East, a distance of 29.36 feet;

Thence North $40^{\circ}17'21''$ East, a distance of 50.00 feet;

Thence North $05^{\circ}06'45''$ West, a distance of 28.61 feet;

Thence North $39^{\circ}13'18''$ East, a distance of 387.07 feet to the beginning of a tangent curve of 470.00 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of $51^{\circ}02'18''$, a distance of 418.67 feet;

Thence South $89^{\circ}44'24''$ East, a distance of 206.43 feet;

Thence South $44^{\circ}44'24''$ East, a distance of 28.28 feet;

Thence South $89^{\circ}44'24''$ East, a distance of 50.00 feet;

Thence North $45^{\circ}15'36''$ East, a distance of 28.28 feet;

Exhibit "A"
Legal Description for
El Cidro Parcel 1C
Plat Boundary
April 2, 2021

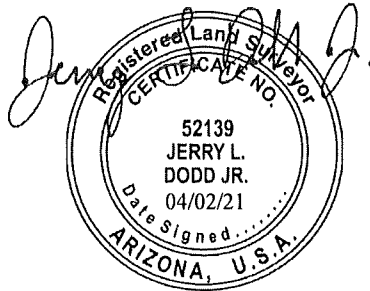
Thence South $89^{\circ}44'24''$ East, a distance of 404.16 feet to the beginning of a tangent curve of 470.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of $10^{\circ}00'00''$, a distance of 82.03 feet;

Thence South $79^{\circ}44'24''$ East, a distance of 69.87 feet;
Thence South $36^{\circ}32'17''$ West, a distance of 15.39 feet;
Thence South $36^{\circ}30'14''$ West, a distance of 80.57 feet;
Thence South $36^{\circ}32'25''$ West, a distance of 166.73 feet;
Thence South $63^{\circ}17'54''$ West, a distance of 60.64 feet;
Thence South $36^{\circ}43'51''$ West, a distance of 899.10 feet;
Thence South $41^{\circ}24'30''$ West, a distance of 1,157.16 feet;
Thence North $48^{\circ}35'30''$ West, a distance of 154.15 feet;
Thence North $45^{\circ}42'33''$ West, a distance of 67.42 feet;
Thence North $34^{\circ}23'52''$ West, a distance of 51.07 feet;
Thence North $23^{\circ}07'30''$ West, a distance of 51.07 feet;
Thence North $11^{\circ}51'09''$ West, a distance of 51.07 feet;
Thence North $01^{\circ}37'35''$ West, a distance of 52.94 feet;
Thence North $00^{\circ}20'06''$ West, a distance of 455.00 feet;
Thence North $04^{\circ}29'50''$ West, a distance of 53.68 feet;
Thence North $17^{\circ}15'15''$ West, a distance of 178.27 feet;
Thence North $39^{\circ}44'27''$ West, a distance of 33.65 feet;

Thence North $09^{\circ}23'48''$ West, a distance of 103.09 feet to the True Point of Beginning.

Containing 36.573 Acres, more or less.



EL CIDRO
PARCEL 1C CLOSURE

The date and time is
3/29/2021 2:16 PM

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to

Area = 1593126.50 36.573 AC

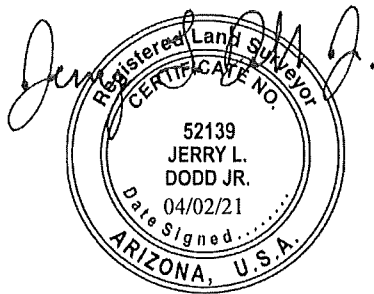
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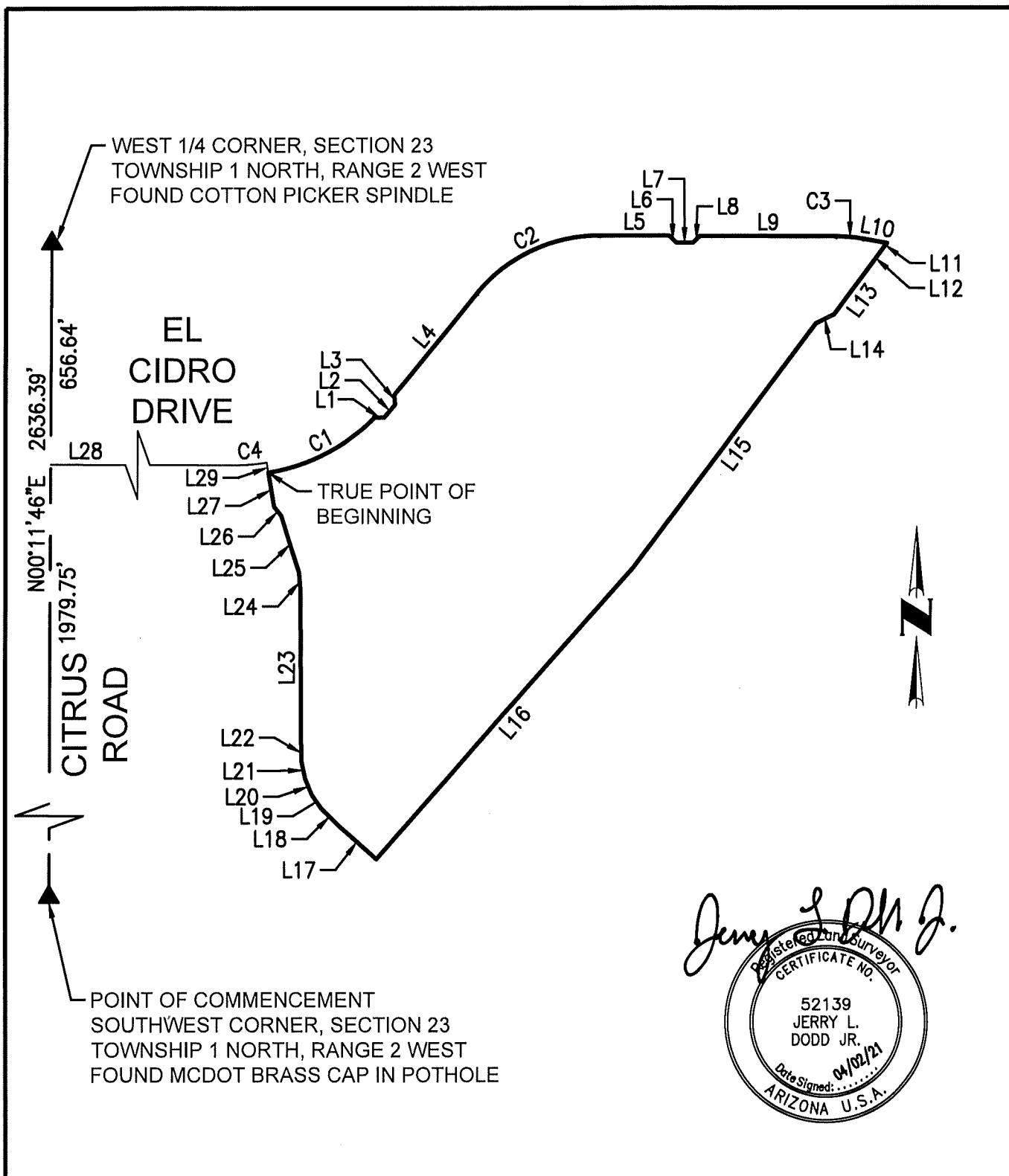
Misclosure: 1/1,000,000+

North Error: 0.001495

East Error: 0.001225

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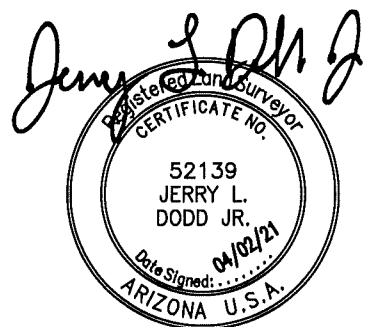




SCALE 1" = 400'	EL CIDRO	 CELEBRATING 60 YEARS
EXHIBIT "A"		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	PARCEL 1C	1 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N87°46'31"E	29.36'
L2	N40°17'21"E	50.00'
L3	N05°06'45"W	28.61'
L4	N39°13'18"E	387.07'
L5	S89°44'24"E	206.43'
L6	S44°44'24"E	28.28'
L7	S89°44'24"E	50.00'
L8	N45°15'36"E	28.28'
L9	S89°44'24"E	404.16'
L10	S79°44'24"E	69.87'
L11	S36°32'17"W	15.39'
L12	S36°30'14"W	80.57'
L13	S36°32'25"W	166.73'
L14	S63°17'54"W	60.64'
L15	S36°43'51"W	899.10'
L16	S41°24'30"W	1157.16'
L17	N48°35'30"W	154.15'
L18	N45°42'33"W	67.42'

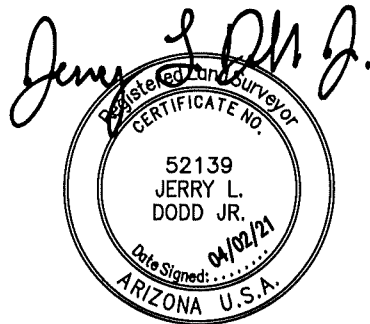
LINE TABLE		
NO.	BEARING	LENGTH
L19	N34°23'52"W	51.07'
L20	N23°07'30"W	51.07'
L21	N11°51'09"W	51.07'
L22	N01°37'35"W	52.94'
L23	N00°20'06"W	455.00'
L24	N04°29'50"W	53.68'
L25	N17°15'15"W	178.27'
L26	N39°44'27"W	33.65'
L27	N09°23'48"W	103.09'
L28	S89°48'14"E	1673.14'
L29	S09°23'48"E	30.00'



NO SCALE	EL CIDRO	 CELEBRATING 60 YEARS
EXHIBIT "A"		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	PARCEL 1C	2 OF 3

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	360.44'	580.00'	035°36'23"	186.25'	354.67'	N62°48'01"E
C2	418.67'	470.00'	051°02'18"	224.37'	404.96'	S64°44'27"W
C3	82.03'	470.00'	010°00'00"	41.12'	81.93'	N84°44'24"W
C4	92.08'	550.00'	009°35'34"	46.15'	91.98'	N85°23'59"E



NO SCALE

EXHIBIT "A"

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

EL CIDRO

PARCEL 1C



3 OF 3

April 2, 2021

EXHIBIT "B"
LEGAL DESCRIPTION FOR
EL CIDRO PARCEL 1E
PLAT BOUNDARY

All of El Cidro – Phase 1 Parcel 1E as recorded in Book 1566 of Maps, Page 2, Records of Maricopa County, Arizona, being a part 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 $00^{\circ}11'46''$ East, a distance of 2,636.39 feet;

Thence North $00^{\circ}11'46''$ East, along the West line of the Southwest Quarter of said Section 23, a distance of 1,979.75 feet;

Thence South $89^{\circ}48'14''$ 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 Northwesterly;

Thence Northeasterly, along said curve, through a central angle of $50^{\circ}58'28''$, a distance of 489.32 feet;

Thence North $39^{\circ}13'18''$ East, a distance of 271.97 feet;

Thence North $50^{\circ}46'42''$ West, a distance of 38.50 feet;

Thence North $05^{\circ}41'43''$ West, a distance of 11.61 feet;

Thence North $50^{\circ}46'42''$ West, a distance of 3.30 feet to the True Point of Beginning;

Thence North $50^{\circ}46'42''$ West, a distance of 98.50 feet;

Thence North $39^{\circ}13'18''$ West, a distance of 6.39 feet to a point on a non-tangent curve of 55.00 foot radius, whose center bears North $32^{\circ}26'04''$ West;

Thence Northerly, along said curve, through a central angle of $114^{\circ}07'43''$, a distance of 109.56 feet to the beginning of a tangent reverse curve of 55.00 foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of $17^{\circ}20'29''$, a distance of 16.65 feet;

Thence North $39^{\circ}13'18''$ East, a distance of 82.80 feet to the beginning of a tangent curve of 625.00 foot radius, concave Southeasterly;

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Page 1 of 3

Exhibit "B"
Legal Description for
El Cidro Parcel 1E
Plat Boundary
April 2, 2021

Thence Northeasterly, along said curve, through a central angle of $01^{\circ}47'51''$, a distance of 19.61 feet;

Thence North $36^{\circ}02'12''$ West, a distance of 148.65 feet;
Thence North $26^{\circ}10'00''$ West, a distance of 74.92 feet;
Thence North $68^{\circ}39'54''$ East, a distance of 110.00 feet;

Thence North $06^{\circ}18'17''$ East, a distance of 22.57 feet to a point on a 425.00 foot radius non-tangent curve, whose center bears North $71^{\circ}21'41''$ East;

Thence Northwesterly, along said curve, through a central angle of $02^{\circ}21'28''$, a distance of 17.49 feet;

Thence North $16^{\circ}16'51''$ West, a distance of 64.29 feet;
Thence North $60^{\circ}36'05''$ West, a distance of 17.17 feet;
Thence North $04^{\circ}04'32''$ West, a distance of 51.01 feet;
Thence North $16^{\circ}04'47''$ West, a distance of 117.19 feet;
Thence North $76^{\circ}14'18''$ East, a distance of 49.97 feet;
Thence North $73^{\circ}43'09''$ East, a distance of 263.76 feet;
Thence North $79^{\circ}25'10''$ East, a distance of 61.78 feet;
Thence North $81^{\circ}59'23''$ East, a distance of 50.00 feet;
Thence North $85^{\circ}02'00''$ East, a distance of 67.35 feet;
Thence South $89^{\circ}44'24''$ East, a distance of 950.93 feet;

Thence North $59^{\circ}21'40''$ East, a distance of 10.00 feet to a point on a 325.00 foot radius non-tangent curve, whose center bears North $59^{\circ}21'40''$ East;

Thence Southeasterly, along said curve, through a central angle of $04^{\circ}10'55''$, a distance of 23.73 feet;

Thence South $34^{\circ}49'15''$ East, a distance of 214.15 feet;

Thence South $06^{\circ}16'36''$ West, a distance of 30.14 feet to a point on a 330.00 foot radius non-tangent curve, whose center bears South $42^{\circ}37'33''$ East;

Thence Southwesterly, along said curve, through a central angle of $37^{\circ}06'51''$, a distance of 213.76 feet;

Thence South $10^{\circ}15'36''$ West, a distance of 150.81 feet; Thence South $55^{\circ}15'36''$ West, a distance of 46.67 feet;

Exhibit "B"
Legal Description for
El Cidro Parcel 1E
Plat Boundary
April 2, 2021

Thence North $79^{\circ}44'24''$ West, a distance of 9.85 feet to the beginning of a tangent curve of 530.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of $10^{\circ}00'00''$, a distance of 92.50 feet;

Thence North $89^{\circ}44'24''$ West, a distance of 404.16 feet;
Thence North $44^{\circ}44'24''$ West, a distance of 28.28 feet;
Thence North $89^{\circ}44'24''$ West, a distance of 50.00 feet;
Thence South $45^{\circ}15'36''$ West, a distance of 28.28 feet;

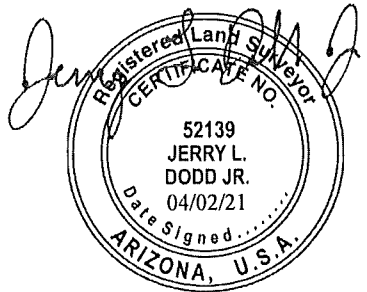
Thence North $89^{\circ}44'24''$ West, a distance of 206.43 feet to the beginning of a tangent curve of 530.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of $51^{\circ}02'18''$, a distance of 472.12 feet;

Thence South $39^{\circ}13'18''$ West, a distance of 57.40 feet;
Thence South $84^{\circ}13'18''$ West, a distance of 28.28 feet;

Thence South $39^{\circ}13'18''$ West, a distance of 61.00 feet to the True Point of Beginning.

Containing 20.199 Acres, more or less.



EL CIDRO
PARCEL 1E CLOSURE

The date and time is
3/29/2021 2:20 PM

* FILEPATH / NAME:
N:\01\0174621\CADD\Exhibits\VX.PARCEL1
E.dwg

N00°11'46.1300" E 1979.74935

S89°48'13.8702" E 1673.14026

RB = N00°11'46.1313" E
R = 549.99999
A = 489.32045
C = 473.34160
CB = N64°42'31.9583" E
D = 50°58'28.3458"
T = 262.18656
RB = S50°46'42.2146" E

N39°13'17.7862" E 271.97162

N50°46'42.2155" W 38.50000

N05°41'43.3212" W 11.61368

N50°46'42.2159" W 3.29981

BOUNDARY

N50°46'42.2156" W 98.50000

N39°13'17.8167" E 6.38544

RB = N32°26'03.9662" E
R = 55.00000
A = 109.55561
C = 92.32095
CB = N00°30'04.5244" W
D = 114°07'43.0187"
T = 84.90104
RB = N33°26'13.0151" W

RB = N33°26'13.0149" W
R = 55.00000
A = 16.64659

C = 16.58312
CB = N47°53'32.3879" E
D = 17°20'29.1944"
T = 8.38742
RB = S50°46'42.2093" E

N39°13'17.7908" E 82.80257

RB = S50°46'42.2132" E
R = 625.00002
A = 19.60984
C = 19.60904
CB = N40°07'13.6431" E
D = 01°47'51.7127"
T = 9.80573
RB = N48°58'50.5005" W

N36°02'11.7885" W 148.65494

N26°10'00.2394" W 74.92331

N68°39'53.6130" E 110.00000

N06°18'17.2514" E 22.57015

RB = N71°21'41.0879" E
R = 425.00001
A = 17.48918
C = 17.48795
CB = N17°27'34.9094" W
D = 02°21'28.0055"
T = 8.74582
RB = S73°43'09.0933" W

N16°16'50.9053" W 64.28596

N60°36'04.8017" W 17.17062

N04°04'32.1774" W 51.00822

N16°04'47.0225" W 117.19406

N76°14'17.5081" E 49.97040

N73°43'09.1207" E 263.76186

N79°25'09.8953" E 61.77557

N81°59'22.5414" E 50.00000

N85°01'59.8352" E 67.35442

S89°44'24.0494" E 950.92527

N59°21'40.1461" E 10.00000

RB = N59°21'40.1460" E

R = 325.00000

A = 23.72188

C = 23.71662

CB = S32°43'47.5303" E

D = 04°10'55.3527"

T = 11.86621

RB = S55°10'44.7933" W

S34°49'15.2067" E 214.15391

S06°16'35.7129" W 30.14369

RB = S42°37'33.3677" E

R = 330.00000

A = 213.76174

C = 210.04405

CB = S28°49'01.2942" W

D = 37°06'50.6761"

T = 110.78187

RB = N79°44'24.0438" W

S10°15'35.9561" W 150.80928

S55°15'35.9561" W 46.66905

N79°44'24.0439" W 9.85386

RB = S10°15'35.9561" W

R = 530.00000

A = 92.50245

C = 92.38509

CB = N84°44'24.0439" W

D = 10°00'00.0000"

T = 46.36899

RB = N00°15'35.9561" E

N89°44'24.0439" W 404.16490

N44°44'24.0438" W 28.28427

N89°44'24.0439" W 50.00000

S45°15'35.9561" W 28.28427

N89°44'24.0439" W 206.43000

RB = S00°15'35.9588" W

R = 530.00001

A = 472.11754

C = 456.66219

CB = S64°44'26.8729" W

D = 51°02'18.1717"

T = 253.01497

RB = N50°46'42.2129" W

S39°13'17.7903" W 57.39882

S84°13'17.7922" W 28.28427

S39°13'17.7971" W 61.00000

to

Area = 879885.25 20.199 AC

Closing course: 36°32'25.1931" 0.000382

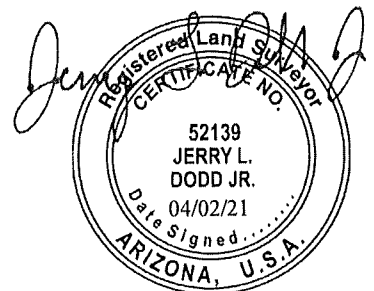
Misclosure: 1/1,000,000+

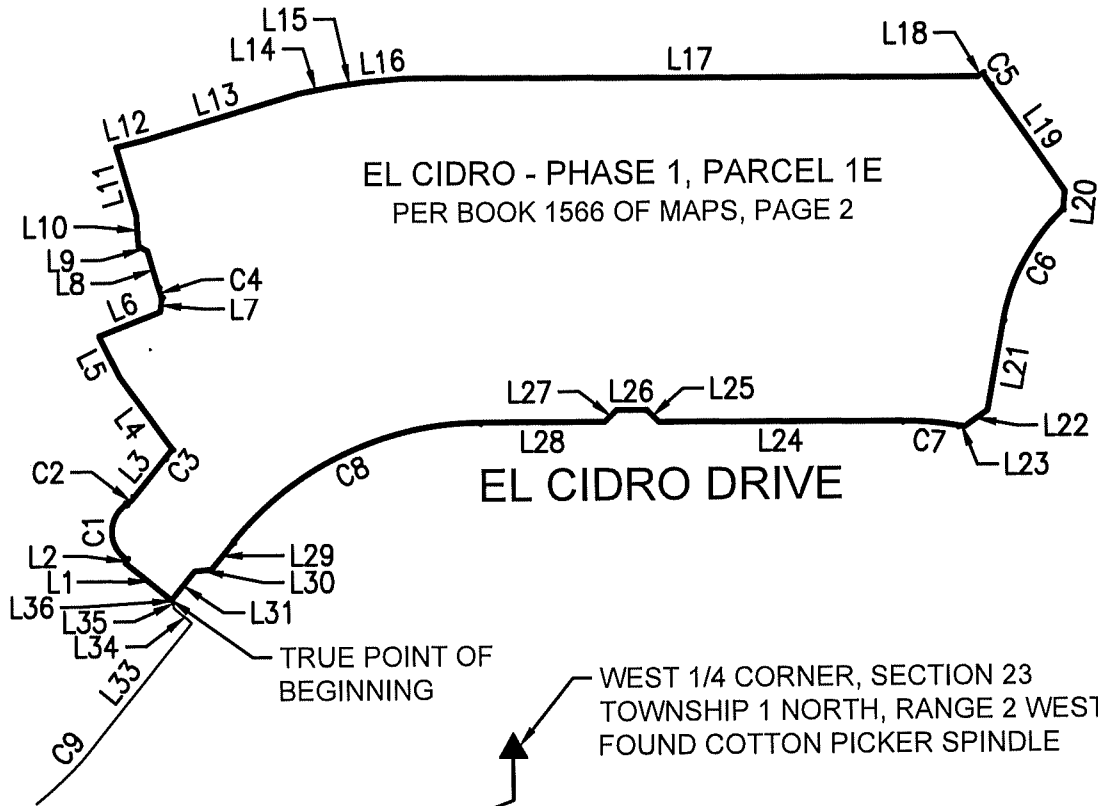
North Error: 0.000307

East Error: 0.000228

N:\01\0174621\CADD\Exhibits\VX.PARCEL1

E.dwg

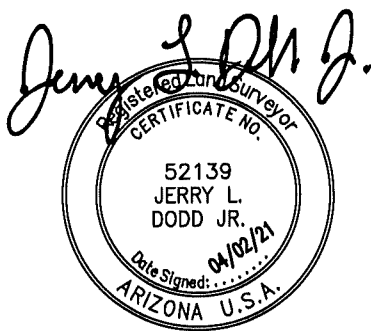




TRUE POINT OF BEGINNING

WEST 1/4 CORNER, SECTION 23
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND COTTON PICKER SPINDLE

MATCH BELOW
RIGHT



CITRUS ROAD

EL CIDRO DRIVE

MATCH ABOVE
LEFT

N00°11'46"E 2636.39'
1979.75'

POINT OF COMMENCEMENT
SOUTHWEST CORNER, SECTION 23
TOWNSHIP 1 NORTH, RANGE 2 WEST
FOUND MCDOT BRASS CAP
IN POTHOLE

SCALE 1" = 300'

EXHIBIT "B"

4550 North 12th Street
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EL CIDRO

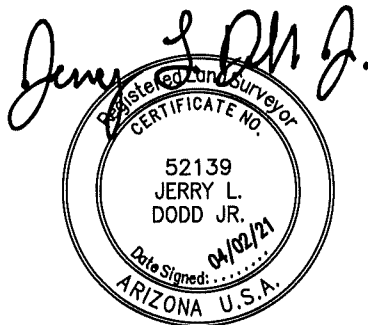
PARCEL 1E



1 OF 3

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	109.56'	55.00'	114°07'43"	84.90'	92.32'	S00°30'05"E
C2	16.65'	55.00'	017°20'29"	8.39'	16.58'	N47°53'32"E
C3	19.61'	625.00'	001°47'52"	9.81'	19.61'	S40°07'14"W
C4	17.49'	425.00'	002°21'28"	8.75'	17.49'	S17°27'35"E
C5	23.72'	325.00'	004°10'55"	11.87'	23.72'	S32°43'48"E
C6	213.76'	330.00'	037°06'51"	110.78'	210.04'	S28°49'01"W
C7	92.50'	530.00'	010°00'00"	46.37'	92.39'	N84°44'24"W
C8	472.12'	530.00'	051°02'18"	253.01'	456.66'	S64°44'27"W
C9	489.32'	550.00'	050°58'28"	262.19'	473.34'	N64°42'32"E



NO SCALE

EXHIBIT "B"

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EL CIDRO

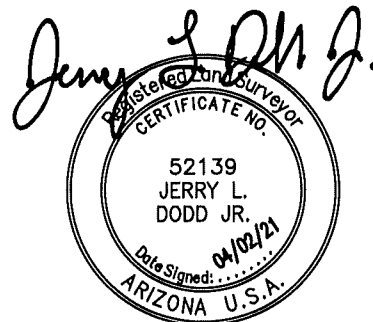
PARCEL 1E



2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N50°46'42"W	98.50'
L2	N39°13'18"E	6.39'
L3	N39°13'18"E	82.80'
L4	N36°02'12"W	148.65'
L5	N26°10'00"W	74.92'
L6	N68°39'54"E	110.00'
L7	N06°18'17"E	22.57'
L8	N16°16'51"W	64.29'
L9	N60°36'05"W	17.17'
L10	N04°04'32"W	51.01'
L11	N16°04'47"W	117.19'
L12	N76°14'18"E	49.97'
L13	N73°43'09"E	263.76'
L14	N79°25'10"E	61.78'
L15	N81°59'23"E	50.00'
L16	N85°02'00"E	67.35'
L17	S89°44'24"E	950.93'
L18	N59°21'40"E	10.00'
L19	S34°49'15"E	214.15'
L20	S06°16'36"W	30.14'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S10°15'36"W	150.81'
L22	S55°15'36"W	46.67'
L23	N79°44'24"W	9.85'
L24	N89°44'24"W	404.16'
L25	N44°44'24"W	28.28'
L26	N89°44'24"W	50.00'
L27	S45°15'36"W	28.28'
L28	N89°44'24"W	206.43'
L29	S39°13'18"W	57.40'
L30	S84°13'18"W	28.28'
L31	S39°13'18"W	61.00'
L32	S89°48'14"E	1673.14'
L33	N39°13'18"E	271.97'
L34	N50°46'42"W	38.50'
L35	N05°41'43"W	11.61'
L36	N50°46'42"W	3.30'



NO SCALE	EL CIDRO	
EXHIBIT "B"		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	PARCEL 1E	3 OF 3

EXHIBIT "C"

January 12, 2021

LEGAL DESCRIPTION FOR
EL CIDRO PHASE 2
NORTHEAST DRAINAGE EASEMENT

That part of the East Half 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 Highway Department Brass Cap in hand hole marking the East Quarter Corner of said Section 23, from which the Maricopa County Highway Department Brass Cap in hand hole marking the Northeast Corner of said Section 23 bears North $00^{\circ}11'10''$ East, a distance of 2,644.51 feet;

Thence North $89^{\circ}43'14''$ West, along the South line of the Northeast Quarter of said Section 23, a distance of 1,703.26 feet to a point on the Southerly prolongation of the Easterly line of Map of Dedication El Cidro Infrastructure Phase 1-A, South 173rd Avenue, as recorded in Book 1331 of Maps, Page 45, Records of Maricopa County, Arizona, being the True Point of Beginning;

Thence South $36^{\circ}30'14''$ West, along said Southerly prolongation, a distance of 80.57 feet to the Northwestern Corner of that certain parcel of land described in Final Order of Condemnation as recorded in Document No. 2012-0582748, Records of Maricopa County, Arizona;

Thence South $36^{\circ}32'25''$ West, along the Westerly line of said certain parcel of land, a distance of 166.73 feet to a point on the Northerly line of that certain parcel of land described in Document No. 2007-1356154, Records of Maricopa County, Arizona;

Thence South $63^{\circ}17'54''$ West, along said Northerly line, a distance of 60.64 feet;

Thence South $36^{\circ}43'51''$ West, along the Westerly line of last said certain parcel of land, a distance of 29.41 feet;

Thence North $76^{\circ}42'33''$ West, departing said Westerly line, a distance of 168.39 feet to a point on a 418.00 foot radius non-tangent curve, whose center bears North $76^{\circ}42'33''$ West;

Thence Northerly, along said curve, through a central angle of $07^{\circ}57'32''$, a distance of 58.06 feet;

Thence North $47^{\circ}47'45''$ East, a distance of 17.70 feet;

Thence South $89^{\circ}44'24''$ East, a distance of 14.20 feet to the beginning of a tangent curve of 50.00 foot radius, concave Southwesterly;

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

Thence Southeasterly, along said curve, through a central angle of $60^{\circ}00'00''$, a distance of 52.36 feet to the beginning of a tangent reverse curve of 50.00 foot radius, concave Northeasterly;

Thence Southeasterly, Easterly and Northeasterly, along said curve, through a central angle of $184^{\circ}44'19''$, a distance of 161.21 feet;

Thence North $55^{\circ}31'17''$ East, a distance of 32.24 feet;
Thence North $00^{\circ}15'36''$ East, a distance of 128.14 feet;

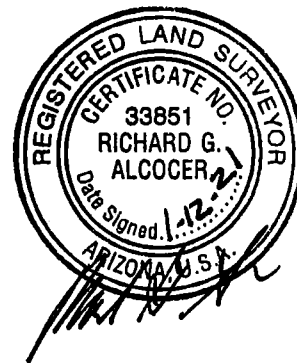
Thence South $89^{\circ}44'24''$ East, a distance of 50.00 feet to the beginning of a tangent curve of 470.00 foot radius, concave Southerly;

Thence Easterly, along said curve, through a central angle of $10^{\circ}00'00''$, a distance of 82.03 feet to a point on the Southerly line of said Map of Dedication El Cidro Infrastructure Phase 1-A, South 173rd Avenue;

Thence South $79^{\circ}44'24''$ East, along said Southerly line, a distance of 69.87 feet;

Thence South $36^{\circ}32'17''$ West, departing said Southerly line along the Southerly prolongation of the Easterly line of said Map of Dedication El Cidro Infrastructure Phase 1-A, South 173rd Avenue, a distance of 15.39 feet to the True Point of Beginning.

Containing 42,358 Square Feet or 0.972 Acres, more or less.



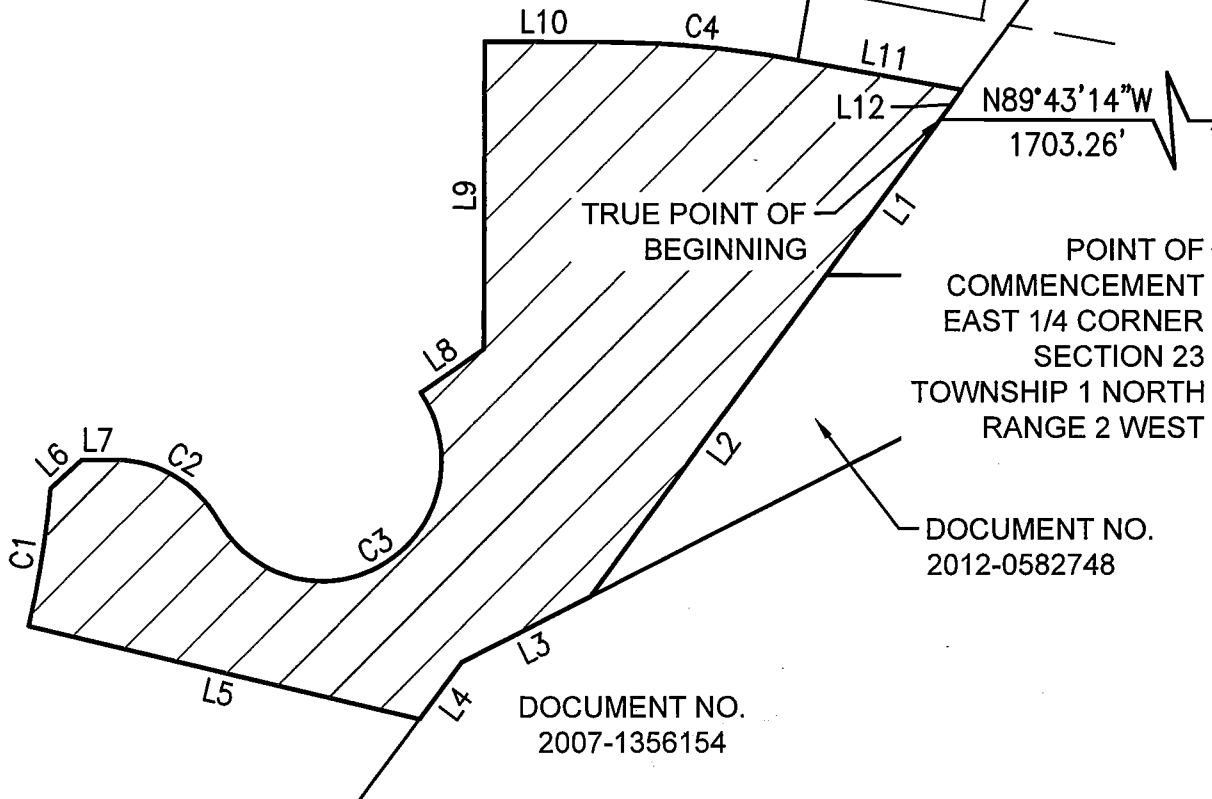
NORTHEAST CORNER, SECTION 23
TOWNSHIP 1 NORTH, RANGE 2 WEST

MAP OF DEDICATION
EL CIDRO INFRASTRUCTURE
PHASE 1A, SOUTH 173RD AVENUE
BOOK 1331 OF MAPS, PAGE 45

W. EL CIDRO DRIVE

S. 173RD
AVENUE

N00°11'10"E
2644.51'
(BASIS OF BEARING)



DOCUMENT NO.
2012-0582748

DOCUMENT NO.
2007-1356154



SCALE 1" = 100'

EXHIBIT

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EL CIDRO

NORTHEAST DRAINAGE EASEMENT



1 OF 2

CURVE TABLE

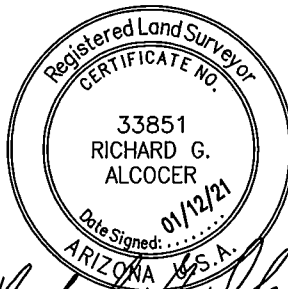
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	58.06'	418.00'	007°57'32"	29.08'	58.02'	N09°18'41"E
C2	52.36'	50.00'	060°00'00"	28.87'	50.00'	S59°44'24"E
C3	161.21'	50.00'	184°44'19"	1208.46'	99.91'	N57°53'27"E
C4	82.03'	470.00'	010°00'00"	41.12'	81.93'	S84°44'24"E

LINE TABLE

NO.	BEARING	LENGTH
L1	S36°30'14"W	80.57'
L2	S36°32'25"W	166.73'
L3	S63°17'54"W	60.64'
L4	S36°43'51"W	29.41'
L5	N76°42'33"W	168.39'
L6	N47°47'45"E	17.70'

LINE TABLE

NO.	BEARING	LENGTH
L7	S89°44'24"E	14.20'
L8	N55°31'17"E	32.24'
L9	N00°15'36"E	128.14'
L10	S89°44'24"E	50.00'
L11	S79°44'24"E	69.87'
L12	S36°32'17"W	15.39'



NO SCALE

EXHIBIT

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EL CIDRO

NORTHEAST DRAINAGE
EASEMENT



2 OF 2

EL CIDRO PHASE 2
NORTHEAST DRAINAGE EASEMENT CLOSURE

N89°43'14.4602" W 1703.25687

BOUNDARY

S36°30'13.9282" W 80.57447

S36°32'25.0043" W 166.72885

S63°17'54.0683" W 60.64307

S36°43'51.2662" W 29.41288

N76°42'33.2419" W 168.39128

RB = N76°42'33.2344" W

R = 417.99999

A = 58.06444

C = 58.01777

CB = N09°18'40.6290" E

D = 07°57'32.2732"

T = 29.07899

RB = S84°40'05.5076" E

N47°47'45.2323" E 17.70482

S89°44'23.9820" E 14.19647

RB = S00°15'35.9467" W

R = 49.99999

A = 52.35988

C = 50.00000

CB = S59°44'24.0463" E

D = 60°00'00.0141"

T = 28.86751

RB = N60°15'35.9607" E

RB = N60°15'35.9607" E

R = 50.00001

A = 161.21479

C = 99.91453

CB = N57°53'26.6324" E

D = 184°44'18.6567"

T = 1208.46125

RB = N55°31'17.3040" E

N55°31'17.3496" E 32.23691

N00°15'35.9516" E 128.13877

S89°44'24.0415" E 50.00000

RB = S00°15'35.9561" W

R = 470.00000

A = 82.03047

C = 81.92640

CB = S84°44'24.0439" E

D = 09°59'60.0000"

T = 41.11967

RB = N10°15'35.9561" E

S79°44'24.0439" E 69.87322

S36°32'17.0000" W 15.38832
to

Area = 42358.32 0.972 AC

Closing course: 268°55'42.1499" 0.000231

Misclosure: 1/1,000,000+

North Error: 0.000004

East Error: 0.000231

N:\050050\Cadd\math20.dwg

