

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)(3)

SEWER LINE AND ACCESS EASEMENT AGREEMENT

This Sewer Line and Easement Agreement (the "Agreement") is made and entered by and among Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest in the Virtua Property and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest in the Virtua Property, Curtis Commons Homeowners' Association, an Arizona non-profit corporation, and the City of Goodyear, an Arizona municipal corporation.

RECITALS

WHEREAS, Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest owns that certain property legally described in Exhibit 1 attached hereto and incorporated herein (the "Virtua Property").

WHEREAS, Curtis Commons Homeowners' Association, an Arizona non-profit corporation owns certain property located at the southwest corner of Sarival Avenue and Harrison Street described in Exhibit 2 attached hereto and incorporated herein (the "Curtis Commons Property").

WHEREAS, Virtua is developing the Virtua Property, and the proposed sewer solution requires the construction of sewer infrastructure improvements over, across, upon and through the portion of the Curtis Commons Property that is legally described in Exhibit 3 attached hereto and incorporated herein (the "Easement Area").

WHEREAS, the City is willing to accept full responsibility for the sewer line and the sewer infrastructure to be installed within the Easement Area pursuant to the terms and conditions set forth herein.

AGREEMENT DEFINITIONS

1. Terms not defined elsewhere in this Agreement shall have the following meanings:
 - 1.1. City means the City of Goodyear, an Arizona municipal corporation, its successors and assigns.
 - 1.2. Grantor or Curtis means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, on behalf of itself and its successor and assigns, which includes all future owners of all or a part of the Easement Area.
 - 1.3. Parties means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, Virtua Bennett Estates Owner, LLC, an Arizona limited liability company and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, and the City of Goodyear, an Arizona municipal corporation collectively.
 - 1.4. Party means Curtis Commons Homeowners' Association, an Arizona non-profit corporation, or Virtua Bennett Estates Owner, LLC, an Arizona limited liability company and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, or the City of Goodyear, an Arizona municipal corporation as the context dictates.
 - 1.5. Virtua means collectively Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, as to a 34% tenant in common interest in the Virtua Property and Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, as to a 66% tenant in common interest in the Virtua Property their successors and assigns, which includes all future owners of all or a part of the Virtua Property, including but not limited to, the Bennett Meadows Homeowners Association. Notwithstanding the foregoing, owners of any lot within the Virtua Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued shall not be considered a successor and/or assign of the Virtua Property for purposes of this Agreement.

CONSIDERATION AND EFFECTIVE DATE

2. In consideration for the easements granted herein, a drainage easement granted by Curtis Commons Homeowners' Association, an Arizona non-profit corporation by separate instrument to allow excess storm water flows onto the Curtis Commons Property and for the loss of six trees that will be removed in connection with the installation of the Sewer Facilities and Access Facilities as described below, Virtua agrees to: (i) pay to Curtis Commons Homeowners' Association, an Arizona non-profit corporation the sum of \$10,000 in payment and (ii) repair and/or replace any damage caused to the block wall along the boundary of the Virtua Property and the north end of the Curtis Commons Property caused by any trees planted within the Virtua Property. The payment referred to herein shall be: made within thirty (30) days after this easement has been approved by the Mayor and Council of the City of Goodyear, made payable to Curtis Commons Homeowner's Association, and mailed or delivered to Royer Association Management, Inc. P.O. Box 5445, Goodyear, Arizona 85338.
3. The easements granted herein shall not be effective until the Agreement is recorded in the official records of the Maricopa County Recorder. The City shall maintain control of the original executed copy of this Agreement. The City agrees it shall not record this Agreement or the drainage

easement described above until either the City receives written notice from Royer Association Management, Inc. that the payment referred to above was received or until the City receives written documentation from Virtua that the payment has been made and the instrument used in making such payment has been cashed. The notice or documentation referred to herein shall either be mailed to: The City of Goodyear, Attn: Linda Beals, 190 North Litchfield Road, Goodyear, Arizona 85338 or e-mailed to Linda Beals at Linda.Beals@goodyearaz.gov.

VIRTUA TEMPORARY SEWER FACILITIES AND ACCESS EASEMENT

4. For the consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to Virtua a Temporary Sewer Facilities and Access Easement on, over, across and under the Easement Area for the sole purpose of allowing Virtua their employees, agents, delegees, contractors and subcontractors to (i) install, construct, modify, repair, maintain, remove and/or replace sewer lines and appurtenances within the Easement Area pursuant to plans approved by the Goodyear City Engineer or his/her designee (the "Sewer Facilities"); (ii) install, inspect, maintain, repair, replace, and/or use a maintenance road consisting of at least two inch (2") minus decomposed granite over four inches (4") of aggregate base course (the "Access Facilities") on and over the Easement Area; and (iii) access the Sewer Facilities and Access Facilities. The Access Facilities shall be twenty-foot wide and centered within Easement Area so that five feet on each side of the Access Facilities within the Easement Area may be landscaped as discussed below, and the two-inch (2") minus decomposed granite to be installed, shall, to the extent reasonably possible, be consistent with the coloring of the granite in the adjoining area. Except for manhole coverings, no Sewer Facilities shall be constructed, modified, removed, replaced or installed within the Easement Area above ground without the prior written consent of Grantor.

5. For the consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to Virtua a Temporary Construction Easement on, over, under and across Tract A of CURTIS COMMONS a subdivision as recorded in Book 891 of Maps, Page 25, records of Maricopa County, Arizona to undertake grading pursuant to plans approved by the Goodyear City Engineer or his/her designee required in connection with the installation of the Sewer Facilities.

6. Virtua agrees that it will be responsible for installing, inspecting, modifying, repairing, maintaining, removing and/or replacing the Sewer Facilities as needed so that the Sewer Facilities meet the City's requirements for a public sewer line and for installing, inspecting, modifying, repairing, maintaining, removing and/or replacing the Access Facilities as needed so that the Access Facilities meet the requirements for access facilities for public sewer lines. Virtua agrees that it will be responsible for maintaining the Sewer Facilities and Access Facilities until the City issues a written letter of acceptance signed by the City Engineer or his/her designee accepting full responsibility for the Sewer Facilities and Access Facilities after which Virtua and/or its successors and assigns, as applicable, will be responsible solely for warranty work and for the repair of any damage to the Curtis Commons Property resulting from the installation, inspection, modification, repair, maintenance, removal and/or replacement of the Sewer Facilities and/or Access Facilities during the two-year warranty period. If Virtua fails to perform any repairs or replacement of the Sewer Facilities and/or Access Facilities during the two-year warranty period, the City shall have the right, but not the obligation, to inspect, modify, repair, remove and/or replace the Sewer Facilities and/or Access Facilities as needed, and Virtua shall reimburse the City for the costs the City incurs in doing so.

7. Virtua understands that there are existing irrigation components within the Curtis Commons Property and within the Easement Area and agrees that it shall be responsible for repairing and/or replacing any existing irrigation components damaged in connection with its exercise of its rights under this Agreement. Any work performed under this section shall be warrantied for a period of two years.

8. Virtua shall be responsible for repairing and/or replacing any improvements within the Curtis Commons Property, including but not limited to the subdivision wall, that are damaged in connection with Virtua's exercise of its rights under this Agreement. Any work performed under this section shall be warrantied for a period of two years.

9. Prior to any entry upon or performing work within the Easement Area, Virtua shall maintain, and shall require their agents, delegees, contractors and their subcontractors to maintain, at all times workers' compensation insurance as required by state law and commercial liability insurance covering any personal injury and property damage arising in connection with the work or the entry upon the Easement Area in the following amounts:

- 9.1. Employers liability coverage with a limit of not less than \$500,000 each accident, disease each employee and disease;
- 9.2. Commercial general liability coverage with a limit of not less than \$2,000,000 each occurrence, \$3,000,000 annual aggregate, with coverage not containing any endorsements excluding or limiting product/completed operations, contractual liability or cross liability; and
- 9.3. Business auto liability coverage with a limit of not less than \$2,000,000 each occurrence, including liability for owned, non-owned and hired automobiles.

Such policies shall name Grantor as an additional insured and Virtua shall provide Grantor with certificates of insurance evidencing the required coverage prior to entering onto the Easement Area. Virtua will indemnify, defend and save Grantor harmless for, from and against any and all loss, damage, liabilities, claims or expenses (including but not limited to reasonable attorneys' fees and costs) Grantor may sustain arising out of or arising in any manner to the activities of such party or any representatives, agents, delegees, employees, contractors, or subcontractors of such party while exercising any of the temporary easement rights granted herein, except to the extent and in proportion caused by Grantor.

10. Upon the date the City issues a final written letter of acceptance signed by the City Engineer or his/her designee accepting the Sewer Facilities and Access Facilities following the completion of the two-year warranty period, the Temporary Sewer Facilities and Access Easement granted to Virtua herein shall automatically terminate and be of no further force and effect without any additional action by any party. Notwithstanding such automatic termination, upon the written request of Grantor, the City and Virtua, shall execute and the City shall cause the recordation of a Notice of Termination in the Official Records of Maricopa County, Arizona, in a form acceptable to Grantor and the City Attorney or his/her designee that terminates the Temporary Sewer Facilities and Access Easement granted to Virtua.

CITY PERMANENT SEWER FACILITIES EASEMENT

11. For the consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to the City, a

Permanent Sewer Facilities and Access Easement on, over, across and under the Easement Area for the sole purpose of allowing the City and its employees, agents, contractors and subcontractors for the sole purposes of constructing, inspecting, modifying, repairing, maintaining, removing, replacing and operating the Sewer Facilities and Access Facilities and for providing access thereto. Except for manhole coverings, no Sewer Facilities shall be constructed, modified, removed, replaced or installed within the Easement Area above ground without the prior written consent of Grantor.

12. The City shall be responsible for repairing and/or replacing any improvements within the Curtis Commons Property, including but not limited to the subdivision wall, that are damaged in connection with the City's exercise of its rights under this Agreement. Any work performed under this section shall be warrantied for a period of two years.

13. The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes herein described. The right to use, inspect, maintain, repair, and/or replace the Access Facilities does not obligate the City to undertake any of this work, but gives the City the right to do so if the City so chooses.

GRANTOR'S RIGHTS AND OBLIGATIONS

14. Upon the City's acceptance of the Sewer Facilities and the termination of the Temporary Access Facilities Easement, Grantor shall then become responsible for maintaining the Access Facilities.

15. Grantor shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the Easement Area nor shall Grantor install any trees within the Easement Area. Grantor may install shallow rooted landscaping within the Easement Area as approved by the City Engineer or his designee, which approval shall be based on the determination that the proposed landscaping does not present any risk of damage or impairment to the Sewer Facilities or Access Facilities and will not be damaged by the City's use when accessing the Sewer Facilities. Exhibit 4 contains a list of pre-approved plants, which the Grantor may install without the need for obtaining additional approval under this section provided such plants are not installed within the Access Facilities installed within the Easement Area. Grantor may also install and repair irrigation components located in the Easement Area without the need to seek approval from the City.

16. Grantor reserves for itself, its successors and assigns the right to use the Easement Area for all purposes that are not inconsistent with the easement rights conveyed herein and that do not interfere with or endanger any of the Sewer Facilities or the Access Facilities.

TERMS OF USE

17. Virtua shall remove all trash and debris brought onto or generated on the Easement Area in connection with its exercise of its rights under this Agreement. Upon completion of Sewer Facilities and Access Facilities, Virtua shall remove all construction equipment and materials, repair any damage to the Curtis Commons Property resulting from Virtua's activities on the Curtis Commons Property, and replace granite and/or rip rap within the Curtis Commons Property that was removed during the construction of the Sewer Facilities and Access Facilities. The replacement granite and replacement rip rap if required, shall, to the extent reasonably possible, be consistent with the coloring of the granite and rip rap in the adjoining area.

18. The City shall remove all trash and debris brought onto or generated on the Easement Area in connection with its exercise of its rights under this Agreement and upon completion of any construction activity within the Easement Area, the City shall remove all construction equipment and materials, repair any damage to the Curtis Commons Property resulting from the City's activities on the Curtis Commons Property, and replace granite and/or rip rap within the Curtis Commons Property that was removed during the construction activity. The replacement granite and replacement rip rap, if required, shall, to the extent reasonably possible, be consistent with the coloring of the granite and rip rap in the adjoining area.

19. Virtua shall not permit any mechanic's liens or other liens to be placed upon the Easement Area or the Curtis Commons Property in connection with the exercise of its rights under this Agreement. In the event of the filing of any such lien, Virtua shall promptly pay the amount of such lien and ensure its discharge.

20. The City shall not permit any mechanic's liens or other liens to be placed upon the Easement Area or the Curtis Commons Property in connection with the exercise of its rights under this Agreement. In the event of the filing of any such lien, the City shall promptly pay the amount of such lien and ensure its discharge.

21. The covenants, rights, and obligations set forth herein, including the easement granted herein, run with the land and are binding upon Curtis and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Easement Area and upon Virtua and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Virtua Parcel except owners of any lot within the Virtua Parcel that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy for a single family residence has been issued. The covenants, rights and obligations set forth herein, including the easement granted herein shall extend and inure in favor and to the benefit and burden of, and the City and its successors and assigns.

GENERAL TERMS

22. Breach. The easements granted herein are required as a condition for the recordation of a final plat subdividing the Virtua Parcel. Accordingly, Grantor, the City and Virtua acknowledge and agree that once the final plat is recorded, the easements granted in this Agreement cannot be terminated and the sole remedy for any breach of the terms of this Agreement is limited solely to monetary damages and/or, if applicable, specific performance.

23. Invalidity. If any term, provision, or covenant in this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement will not be affected, and each other term, provision, and condition hereof will be valid and enforceable to the fullest extent permitted by law.

24. No Waiver; Other Matters. No waiver of any term of this Agreement shall be deemed to be a continuing waiver of that term or a waiver of any other term of this Agreement.

25. Venue and Attorney's Fees. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State of Arizona, without reference to any choice-of-law or conflicts-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect thereto shall be brought in the Arizona Superior Court for Maricopa County, Arizona, or the United States District Court,

Phoenix Division; and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts. If a proceeding is commenced or an attorney is retained to enforce the terms of this Agreement regardless of whether a law suit is actually filed, the prevailing Party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, cost of appeal and other related expenses incurred in connection therewith.

26. Counterparts. This Agreement may be executed in duplicate counterparts, and the counterparts together shall constitute the single binding agreement of the Parties. Facsimile transmission of a counterpart signed by a Party shall be deemed as signed by such Party for purposes hereof provided however, Virtua and Curtis shall each deliver an original to the City for recordation in the Official Records of Maricopa County.

27. Headings and Interpretation. Headings in the Agreement are for convenience only and will not define or limit the provisions hereof. This Agreement will be construed according to its ordinary meaning and will not be strictly construed for or against any Party.

28. Authority. Each Party hereby warrants that the persons executing this Agreement on behalf of such Party has the authority to do so and that all persons necessary to bind the Parties to this Agreement have joined in this document.

29. Final Agreement of the Parties. This Agreement is an integrated agreement and expresses the Parties' complete agreement and understanding. Any and all prior or contemporaneous oral agreements or prior written agreements between the Parties regarding the subject matter of this Agreement are merged herein and hereby extinguished. Any modification or waiver of any term of this Agreement must be in writing signed by the Parties.

30. Additional Acts. The Parties agree to execute such additional documents and to perform such additional acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

31. Page Numbering. The page numbering of this document is exclusive of the Exhibits attached hereto.

32. Effective Date. This Agreement will be effective upon recordation in the official records of Maricopa County, Arizona.

33. Notice. All notices, approvals, and other communications provided for or given in connection with this Agreement will be validly given, made, delivered, or served, if in writing, and delivered personally by certified U.S. Mail, or sent by nationally recognized overnight courier.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Sewer Line and Access Easement Agreement, Virtua, Curtis and the City have caused this Sewer Line and Access Easement Agreement to be executed by their duly appointed representatives.

[Signatures, Acknowledgments and Exhibits on Following Pages]

CURTIS:

CURTIS COMMONS HOMEOWNERS'
ASSOCIATION, an Arizona non-profit corporation

By: [Signature]

Name: Danna Kirschoff

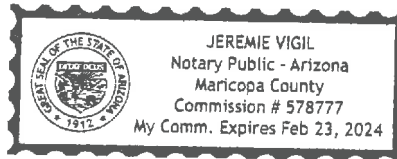
Its: Curtis Commons, HOA Board President

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

This Sewer Line Easement and Access Agreement was acknowledged before me on 11th, February
2021, by Danna Kirschoff, the HOA Board President of Curtis Commons
Homeowners' Association, an Arizona non-profit corporation, on behalf thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public



*Signatures, Acknowledgements and Exhibits
Continued on Following Pages*

VIRTUA:

VIRTUA BENNETT ESTATES OWNER, LLC, an
Arizona limited liability company

By: _____

Name: _____

Its: _____

Quynh Palomino
QUYNH PALOMINO
MANAGER

VIRTUA BENNETT ESTATES OWNER 2, LLC,
an Arizona limited liability company

By: _____

Name: _____

Its: _____

Quynh Palomino
QUYNH PALOMINO
MANAGER

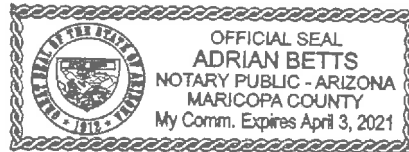
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

This Sewer Line and Access Easement Agreement was acknowledged before me on FEB. 10, 2021, by QUYNH PALOMINO, the Manager of Virtua Bennett Estates Owner, LLC, an Arizona limited liability company, on behalf thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Adrian Betts

Notary Public



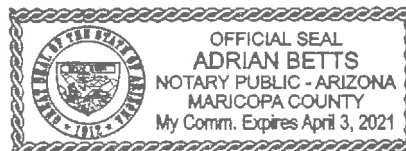
STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

This Sewer Line and Access Easement Agreement was acknowledged before me on FEB. 10, 2021, by QUYNH PALOMINO, the Manager of Virtua Bennett Estates Owner 2, LLC, an Arizona limited liability company, on behalf thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Adrian Betts

Notary Public



Signatures, Acknowledgements and Exhibits
Continued on Following Pages

City:

City of Goodyear,
an Arizona municipal corporation

By _____

Name: _____

Title; _____

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing Sewer Line and Access Easement Agreement was acknowledged before me, this day of _____, 2021 by _____, as _____ of the City of Goodyear, an Arizona municipal corporation, who acknowledged that he/she being authorized to do so, executed the foregoing Sewer Line and Access Easement Agreement for and on behalf of thereof.

Notary Public

Printed Name _____

My Commission Expires: _____

Attest:

Darcie McCracken, City Clerk

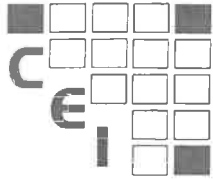
Approved as to Form:

Roric Massey, City Attorney

Exhibits on Following Pages

EXHIBIT "1"

VIRTUA PROPERTY



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

5010 E. Shea Blvd. Ste. 110 • Scottsdale, Arizona 85254 • TEL (602) 395-9300 • FAX (602) 395-9310

Job No. 180514
October 30, 2018
Rev: November 18, 2020

Legal Description

A portion of the Northeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 12;

Thence South 00 degrees 13 minutes 15 seconds West, along the East line of the Northeast quarter of said Section 12, a distance of 1653.76 feet to the South line of "Legacy Ranch", as recorded in Book 773 of Maps, Page 17, records of Maricopa County, Arizona and the **Point of Beginning**;

Thence continuing South 00 degrees 13 minutes 15 seconds West, along said East line of the Northeast quarter of Section 12, a distance of 233.53 feet;

Thence North 89 degrees 46 minutes 45 seconds West a distance of 267.00 feet;

Thence South 00 degrees 13 minutes 15 seconds West a distance of 200.00 feet;

Thence South 89 degrees 46 minutes 45 seconds East a distance of 267.00 feet to a point on said East line of the Northeast quarter of Section 12;

Thence South 00 degrees 13 minutes 15 seconds West, along said East line, a distance of 559.00 feet to the East quarter corner of said Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

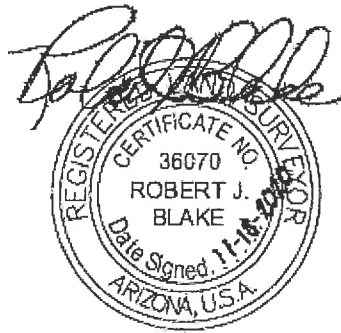
Legal Description
Job No. 180514
Bennett Meadows Plat
October 30, 2018
Rev: November 18, 2020
Page 2

Thence along the South line of said Northeast quarter of Section 12, North 89 degrees 45 minutes 27 seconds West a distance of 1320.26 feet to a point on the Easterly line of "Canyon Trails Unit 3 Parcel F", as recorded in Book 687 of Maps, Page 40, records of Maricopa County, Arizona;

Thence along said Easterly line, North 00 degrees 14 minutes 10 seconds East a distance of 992.54 feet to a point on the Southerly line of "Legacy Ranch", as recorded in Book 773 of Maps, Page 17, records of Maricopa County, Arizona;

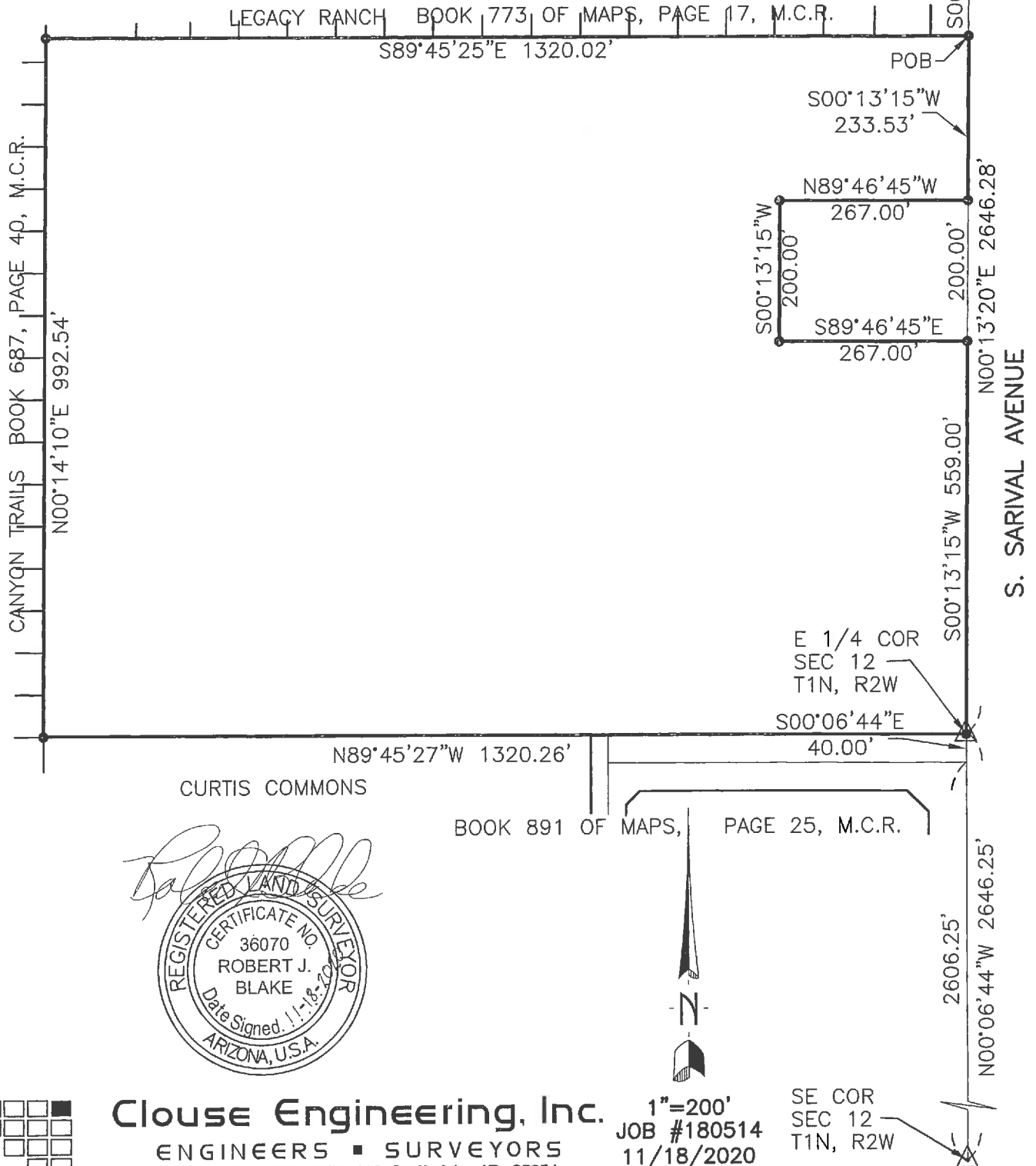
Thence along said Southerly line, South 89 degrees 45 minutes 25 seconds East a distance of 1320.02 feet to the **Point of Beginning**.

Note: The above described parcel contains 1,256,874 square feet or 28.8539 acres, more or less.



BENNETT MEADOWS

NE COR
SEC 12
T1N, R2W



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310



EXHIBIT "2"

CURTIS PROPERTY

Curtis Commons Property

A portion of the Southeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Tract A, of CURTIS COMMONS, a subdivision as recorded in Book 891 of Maps, Page 25, records of Maricopa County, Arizona.

EXHIBIT "3"

EASEMENT AREA

Job No. 180514
August 13, 2018
Rev: June 2, 2020

**Legal Description
For
Sewer Easement**

A portion of the Southeast quarter of Section 12, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The East 30.00 feet of the West 35.00 feet of Tract A of "Curtis Commons", a subdivision, as recorded in Book 891 of Maps, Page 25, records of Maricopa County, Arizona, more particularly described as follows:

Commencing at a found brass cap in hand hole marking the Southeast corner of said Section 12, from which a found brass cap in hand hole marking the East quarter corner of said Section 12 bears North 00 degrees 06 seconds 52 minutes West (Basis of Bearings), a distance of 2646.02 feet;

Thence North 00 degrees 06 seconds 52 minutes West a distance of 2646.02 feet to said East quarter corner of Section 12;

Thence North 89 degrees 45 minutes 22 seconds West, along the East-West mid-section line, a distance of 1285.20 feet to the **Point of Beginning**;

Thence South 00 degrees 14 minutes 30 seconds West a distance of 131.03 feet to a point on the North right of way line of W. Lilac Street, as depicted on said Final Plat for "Curtis Commons";

Thence North 89 degrees 45 minutes 09 seconds West, along said right of way line, a distance of 30.00 feet;

Legal Description
Job No. 180514
Sewer Easement
August 13, 2018
Rev: June 2, 2020
Page 2

Thence North 00 degrees 14 minutes 30 seconds East a distance of 131.00 feet to a point on said East-West mid-section line;

Thence South 89 degrees 45 minutes 22 seconds East, along said East-West mid-section line, a distance of 30.00 feet to the **Point of Beginning**.

Note: The above described parcel contains 3,930 square feet or 0.0902 acre, more or less.

See attached Exhibit Drawing by reference made a part hereto.



EXHIBIT "A"

VIRTUA BENNETT ESTATES
OWNER 2
APN 500-05-048

E 1/4 COR
SEC 12
T1N, R2W
FD BCHH

30.00' N89°45'22"W 1320.20
S89°45'22"E
N89°45'22"W 1285.20
P.O.B.

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
BCHH BRASS CAP IN HANDHOLE
BCF BRASS CAP FLUSH

LOT 22

CANYON TRAILS
UNIT 3 PARCEL F
BOOK 687, PAGE 40, M.C.R.

5.00' 30.00'
SEWER
EASEMENT

W. HARRISON STREET

FD BCF

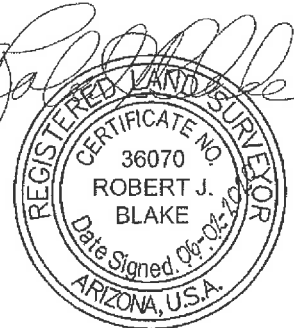
S. SARVAL AVENUE

N00°06'52"W 2646.02' BASIS OF BEARINGS

TRACT-A
CURTIS COMMONS HOMEOWNER'S ASSOCIATION
APN 500-93-127

1"=20'

JOB #180514
06/02/2020



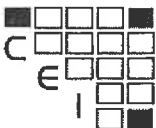
W. LINE
TRACT A

LOT 23

N89°45'09"W
30.00'

W. LILAC STREET

P.O.C.
SE COR
SEC 12
T1N, R2W
FD BCHH



Clouse Engineering, Inc.

ENGINEERS ■ SURVEYORS

5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

EXHIBIT “4”

PRE-APPROVED PLANT LIST

Texas Sage (*Leucophyllum Frutescens*)

Bird of Paradise (*Caesalpinia Pulcherrima*) & (*Caesalpinia Mexicana*)

Agave (*Agavoideae*)

Yucca (*Agavaceae*)

Lantana (*Verbenaceae*)