

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

AvionEasement-19-1-1--
esquivela

EXEMPT UNDER A.R.S. § 11-1134(A) (2)

**TEMPORARY DRAINAGE EASEMENT AGREEMENT
(Avion at Ballpark Village Phase 1)**

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) (this "Agreement") is entered into as of Dec. 15, 2021 by and between GY160 Land Sub 3 LLC, an Arizona limited liability company; GY160 Land Sub 4 LLC, an Arizona limited liability company; GY160 Land Sub 5 LLC, an Arizona limited liability company; Avion at Ballpark Village Community Association, an Arizona non-profit corporation ("Association"); and the City of Goodyear, an Arizona municipal corporation (the "City").

RECITALS

- A. GY160 Land Sub 3 LLC, an Arizona limited liability company ("Sub 3"), is the owner of the real property described in Exhibit "A" (the "Sub 3 Property"); and
- B. GY160 Land Sub 4 LLC, an Arizona limited liability company ("Sub 4"), is the owner of the real property described in Exhibit "B" (the "Sub 4 Property"); and
- C. GY160 Land Sub 5 LLC, an Arizona limited liability company ("Sub 5"), is the owner of the real property described in Exhibit "C" (the "Sub 5 Property"); and
- D. In connection with the construction of sections of Elwood Street and Estrella Parkway, Sub 3, Sub 4 and Sub 5 have agreed to provide non-exclusive, temporary drainage easements within their respective portions of the Easement Area to accommodate storm water run-off from the sections of Elwood Street and Estrella Parkway being improved; and
- E. A Final Drainage Report for Avion at Ballpark Village Phase 1A (City HTE Number 21-2511 and Avion at Ballpark Village Grading Plans Phase 1A (City HTE Number 21-2511) have been submitted identifying the volume of storm water run-off that will result from the improvements to Elwood Street and Estrella Parkway and the drainage improvements to be constructed within the Easement Area to manage storm water flows from the sections of Elwood Street and Estrella Parkway being constructed; and
- F. This Agreement is being entered into to provide for the use of the Easement Area for the receipt, retention, conveyance, and disposal of storm water flows and for the maintenance, repair and replacement of the Avion at Ballpark Village Phase 1 Drainage Improvements that are to be constructed pursuant to the Approved Plans, all as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Terms not defined elsewhere in this Agreement shall have the following meanings:

a. Approved Plans means the Final Drainage Report for Avion at Ballpark Village Phase 1A (City HTE Number 21-2511) and Avion at Ballpark Village Grading Plans Phase 1A (City HTE Number 21-2511) as approved by the City Engineer or his designee, copies of which are on file with the City.

b. Avion at Ballpark Village Phase 1 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.

c. Easement Area means the Sub 3 Property, the Sub 4 Property and the Sub 5 Property collectively.

d. Grantor means individually, Sub 3, Sub 4 or Sub 5 as the context requires.

e. Grantors means collectively, Sub 3, Sub 4 and Sub 5.

f. Grantors' Successors and Assigns means all future owners of all or a part of the Easement Area.

g. Maintenance Obligations means all of the obligations set forth in Section 5.

h. Parties means Sub 3, Sub 4, Sub 5, Association and the City.

2. GRANT OF EASEMENT. Subject to the terms of this Agreement and for the uses described herein: Sub 3 grants and conveys to the City a non-exclusive temporary drainage easement on, over, across and under the Sub 3 Property; Sub 4 grants and conveys to the City a non-exclusive temporary drainage easement on, over, across and under the Sub 4 Property; and Sub 5 grants and conveys to the City a non-exclusive temporary drainage easement on, over, across and under the Sub 5 Property (collectively the "Easement").

3. EASEMENT USES. The Easement granted herein is granted for the following uses: (i) the receipt, acceptance, retention, diversion, conveyance and disposal of the storm water flows generated from Elwood Street and Estrella Parkway as reflected in the Approved Plans; and (ii) if necessary in connection with the exercise of the City's rights under Section 6 below, entry upon the Easement Area in connection with the maintenance, repair and/or replacement of the Avion at Ballpark Village Phase 1 Drainage Improvements by the City and its employees, representatives, agents, contractors, subcontractors and their respective employees (collectively, "Permittees"). The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement for the purposes herein described.

4. RESERVATION AND LIMITATIONS ON GRANTORS' USE. The City's right to use the Easement Area is non-exclusive, and Grantors retain the right at all times to use, lease, maintain, develop and improve the Easement Area for any purpose that is not inconsistent with this Agreement and the Easement granted herein; provided, however, Grantors' use of the Easement Area shall not impair the receipt, acceptance, retention, diversion, conveyance and disposal of storm water flows as described in Section 3 above or the maintenance, repair, replacement and operation of the Avion at Ballpark Village Phase 1 Drainage Improvements. Unless approved by the City Engineer or his/her designee in writing, no building, structure or other above ground improvements other than the Avion at Ballpark Village Phase 1 Drainage Improvements shall be constructed within the Easement Area, and no other improvements, including landscaping, shall be constructed within the Easement Area if such improvements 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 Avion at Ballpark Village Phase 1 Drainage Improvements, Grantors shall not obstruct or alter any of the Avion at Ballpark Village Phase 1 Drainage Improvements without the City's prior written consent, not to be unreasonably withheld, conditioned or delayed.

5. MAINTENANCE OBLIGATIONS. Association shall be responsible for the maintenance, repair and replacement of all Avion at Ballpark Village Phase 1 Drainage Improvements, including keeping underground pipes free of all obstructions and debris. Association shall maintain the Avion at Ballpark Village Phase 1 Drainage Improvements in good condition and in accordance with the Approved Plans. Association shall maintain, inspect, repair and replace the Avion at Ballpark Village Phase 1 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 Avion at Ballpark Village Phase 1 Drainage Improvements, including in underground pipes.

6. CITY'S MAINTENANCE RIGHTS. The City is not obligated to perform any of the Maintenance Obligations, but, if in the reasonable opinion of the City Engineer, the City's Director of Public Works, and/or their respective designees, Association has failed to adequately perform any or all of the Maintenance Obligations, the City may undertake all or part of the Maintenance Obligations and Grantors¹ and the Association shall be jointly and severally liable for the costs incurred by the City in performing any Maintenance Obligations. If the City undertakes all or part of the Maintenance Obligations, Association shall reimburse the City for the actual costs the City incurred in doing so within thirty (30) days of Association's receipt of an invoice from the City. If Association fails to reimburse the City as provided herein, the City shall submit to Grantors an invoice for the actual costs the City incurred in performing the Maintenance Obligations and Grantors shall remit the invoiced amount to the City within thirty (30) days of Grantors' receipt of the invoice. Notwithstanding anything to the contrary, however, if any mechanic's, construction or other liens are created or filed against the Easement Area by reason of labor performed or materials furnished in connection with the City's exercise of its rights and performance of the Maintenance Obligations under this Agreement, the City shall, upon demand by Grantors, at the City's sole cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed following the City's receipt of the reimbursements owed hereunder.

7. INDEMNIFICATION. Association shall, to the fullest extent permitted by law,

indemnify, defend, save, and hold harmless the City and its elected officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation, and litigation hereinafter referred to as "Claims") for bodily injury, personal injury (including death), and loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by Association's failure to perform Association's Maintenance Obligations and by the negligent or willful acts or omissions of Grantors and its owners, officers, directors, agents, employees, agents, representatives, contractors or subcontractors in the construction of the Avion at Ballpark Village Phase 1 Drainage Improvements and by the negligent or willful acts or omissions of Association in the performance of Association's Maintenance Obligations. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Association to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by Association from and against any and all Claims. It is agreed that Association will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Association agrees, to the fullest extent permitted by law, to waive all rights of subrogation against the Indemnitees for Claims subject to indemnification hereunder.

8. 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 9 of this Agreement.

9. 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 Avion at Ballpark Village Phase 1 Drainage Improvements to be installed within the Easement Area were designed to accept have been constructed and the City has been provided a permanent drainage easement(s) 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(s) of the Easement Area, the City Manager shall execute documentation to terminate this Agreement of record.

10. COVENANT RUNS WITH THE LAND. This Agreement and the Easement conveyed herein runs with the land and is binding upon Grantors and all successors and assigns in interest or title to all or part of the Easement Area. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easement Area.

11. CANCELLATION BY THE CITY. This Agreement may be cancelled by the City pursuant to Arizona Revised Statutes Section 38-511.

12. NOTICES. All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery, a nationally recognized overnight courier, or by depositing such notice with the United States Postal Service, certified, return receipt requested, postage prepaid, addressed and delivered to the Party that is to receive the notice at the addresses set forth herein or at such other address as may be indicated by one Party to the other Party by written notice. Notices sent by personal delivery or by a nationally recognized overnight courier

as set forth above shall be deemed to have been delivered on the date of delivery or on that date after delivery is refused. Notices sent by certified mail shall be deemed to have been delivered upon the third (3rd) business day following the day on which such notice is deposited for delivery in any United States Postal Service mail box or branch office, as evidenced by postmark. If either Party refuses delivery or fails to receive any notice because such Party failed to advise the other Party of a change of address, such Party shall not be relieved of any obligations under this Agreement.

Notices to City:	City of Goodyear Attention: Legal Department 190 North Litchfield Road Goodyear, Arizona 85338
Notices to Grantors:	GY160 Land Sub 3 LLC GY160 Land Sub 4 LLC GY160 Land Sub 5 LLC c/o Communities Southwest, Inc. Attention: Mike Kern 7001 N. Scottsdale Road, Suite 1015 Scottsdale, Arizona 85253
Notices to Association:	Avion at Ballpark Village Community Association c/o AAM, LLC Attn: Amanda Shaw 1600 W. Broadway, Suite 200 Tempe, AZ 85252

Signatures, Acknowledgements and Exhibits on Following Pages

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

GY160 Land Sub 3, LLC,
an Arizona limited liability company

By: GY160 CSW LLC, an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc., an Arizona corporation
Its: Manager

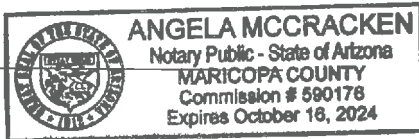
By: 
Michael Kern, President

By: 
Greg Lehmann, Vice-President

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of Communities Southwest, Inc., an Arizona corporation as Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 Land Sub 3, LLC, an Arizona limited liability company, for and on behalf thereof.

My Commission Expires: 10/16/24




Notary Public

Signatures, Acknowledgements and Exhibits Continued on Following Pages

GY160 Land Sub 4, LLC,
an Arizona limited liability company

By: GY160 CSW LLC, an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc., an Arizona corporation
Its: Manager

By: [Signature]
Michael Kern, President

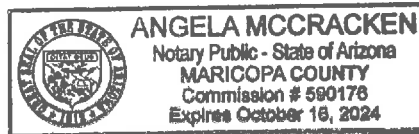
By: [Signature]
Greg Lehmann, Vice-President

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of Communities Southwest, Inc., an Arizona corporation as Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 Land Sub 4, LLC, an Arizona limited liability company, for and on behalf thereof.

My Commission Expires:

10/14/24 [Signature]
Notary Public



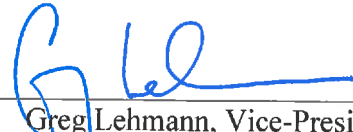
Signatures, Acknowledgements and Exhibits Continued on Following Pages

GY160 Land Sub 5, LLC,
an Arizona limited liability company

By: GY160 CSW LLC, an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc., an Arizona corporation
Its: Manager

By: 
Michael Kern, President

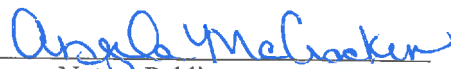
By: 
Greg Lehmann, Vice-President

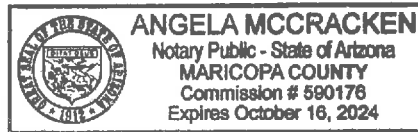
State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Michael Kern and Greg Lehmann, the President and Vice-President respectively of Communities Southwest, Inc., an Arizona corporation as Manager of GY160 CSW LLC, an Arizona limited liability company, as Manager of GY160 Land Sub 5, LLC, an Arizona limited liability company, for and on behalf thereof.

My Commission Expires:

10-14-24


Notary Public



Signatures, Acknowledgements and Exhibits Continued on Following Pages

Avion at Ballpark Village Community Association,
an Arizona non-profit corporation

By: GLE

Name: GREG LEHMANN

Its: PRESIDENT

State of Arizona)

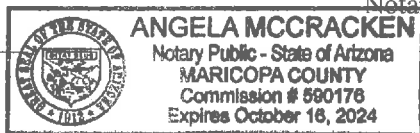
) ss.

County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 14th day of December, 2021 by Greg Lehmann the President of Avion at Ballpark Village Community Association, an Arizona non-profit corporation, for and on behalf thereof.

My Commission Expires:

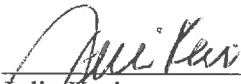
10-16-24



Angela McCracken
Notary Public

Signatures, Acknowledgements and Exhibits Continued on Following Pages

City of Goodyear,
an Arizona municipal corporation

By: 
Julie Karins
City Manager

State of Arizona)
) ss.
County of Maricopa)

This Temporary Drainage Easement Agreement (Avion at Ballpark Village Phase 1) was acknowledged before me this 15th day of December, 2021 by Julie Karins, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said City of Goodyear.

My Commission Expires:

9/30/2021


Notary Public



Exhibits on Following Pages

20211332814

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUB 3 PROPERTY

[see attached]



November 15, 2021
Project # 090568-02-001

**LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 00°07'05" EAST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1379.17 FEET TO A POINT;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 55.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

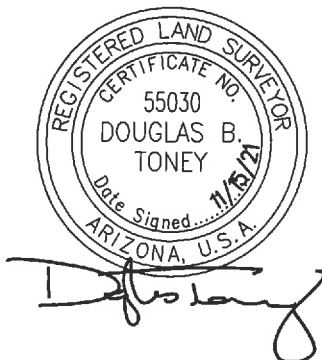
THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 22.00 FEET;

THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1249.21 FEET;

THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 22.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

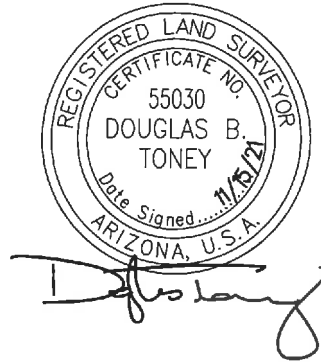
THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1249.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 27,483 SQ.FT. OR 0.6309 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.00'	N00°07'57"E
L2	22.00'	N00°07'57"E
L3	1249.21'	S89°52'03"E
L4	22.00'	S00°07'57"W
L5	1249.21'	N89°52'03"W

NORTHEAST CORNER
SECTION 19, T1N, R1W
FOUND B.C.H.H.



ESTRELLA PARKWAY

N00°07'05"E 2661.38'
(BASIS OF BEARINGS)

75'

L2 — POINT OF BEGINNING L3 — L5 —
ELWOOD STREET 1379.17'
N89°52'03"W 2615.79'

CENTER OF SECTION 19
NOTHING FOUND

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 19, T1N, R1W
FOUND B.C.H.H.

SHEET 1 OF 1

DATE:
11/15/21

EXHIBIT
TEMPORARY DRAINAGE EASEMENT

BY: DT CHK: QC:

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman
CONSULTING

1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

20211332814

EXHIBIT "B"

LEGAL DESCRIPTION OF THE SUB 4 PROPERTY

[see attached]



November 15, 2021
Project # 090568-02-001

**LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 00°07'05" EAST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1379.17 FEET TO A POINT;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 55.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 22.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 96.58 FEET;

THENCE SOUTH 82°19'37" EAST, A DISTANCE OF 202.53 FEET;

THENCE SOUTH 89°52'03" EAST, A DISTANCE OF 1028.35 FEET;

THENCE NORTH 00°07'05" EAST, A DISTANCE OF 620.47 FEET;

THENCE SOUTH 89°52'55" EAST, A DISTANCE OF 47.00 FEET;

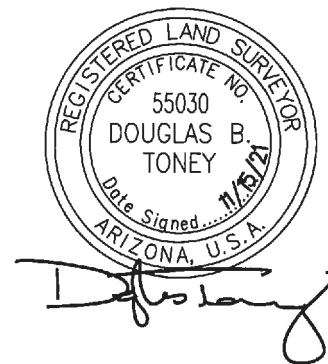
THENCE SOUTH 00°07'05" WEST, A DISTANCE OF 661.54 FEET;

THENCE SOUTH 45°07'31" WEST, A DISTANCE OF 38.09 FEET;

THENCE SOUTH 00°07'57" WEST, A DISTANCE OF 2.00 FEET;

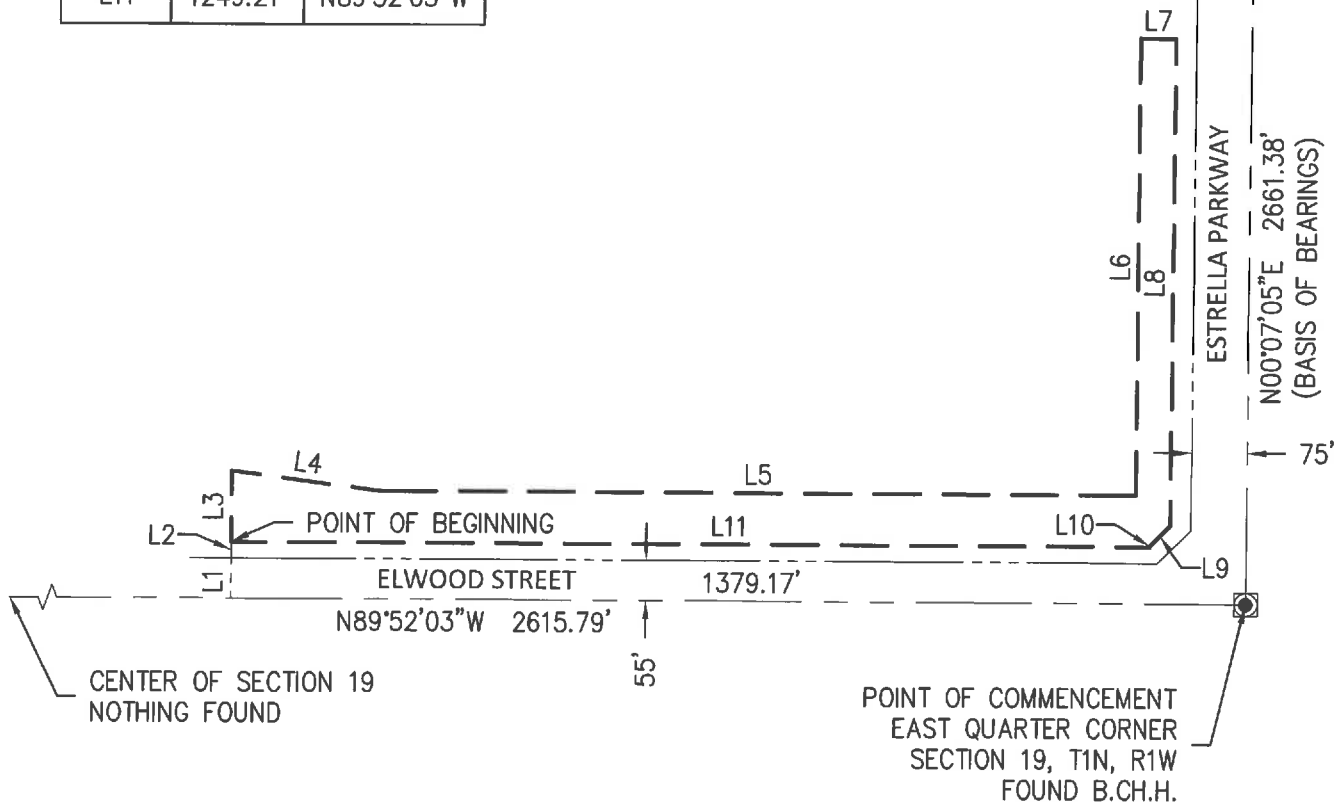
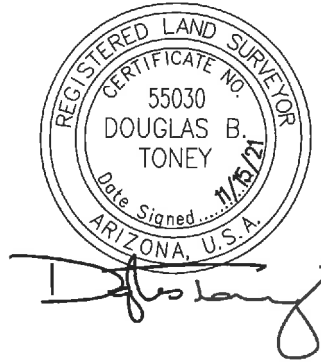
THENCE NORTH 89°52'03" WEST, A DISTANCE OF 1249.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 120,744 SQ.FT. OR 2.7719 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.00'	N00°07'57"E
L2	22.00'	N00°07'57"E
L3	96.58'	N00°07'57"E
L4	202.53'	S82°19'37"E
L5	1028.35'	S89°52'03"E
L6	620.47'	N00°07'05"E
L7	47.00'	S89°52'55"E
L8	661.54'	S00°07'05"W
L9	38.09'	S45°07'31"W
L10	2.00'	S00°07'57"W
L11	1249.21'	N89°52'03"W

NORTHEAST CORNER
SECTION 19, T1N, R1W
FOUND B.C.H.H.



SHEET 1 OF 1
DATE:
11/15/21

EXHIBIT
TEMPORARY DRAINAGE EASEMENT

BY: DT CHK: QC:

BCG PROJECT NO: 090568-01 TASK: 001
CLIENT REF NO:

Bowman
CONSULTING

1600 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

EXHIBIT "C"

LEGAL DESCRIPTION OF THE SUB 5 PROPERTY

[see attached]



November 15, 2021
Project # 090568-02-001

**LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 00°07'05" EAST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE NORTH 89°52'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 129.96 FEET TO A POINT;

THENCE NORTH 00°07'57" EAST, A DISTANCE OF 55.00 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°07'57" EAST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 45°07'31" EAST, A DISTANCE OF 38.09 FEET;

THENCE NORTH 00°07'05" EAST, A DISTANCE OF 661.54 FEET;

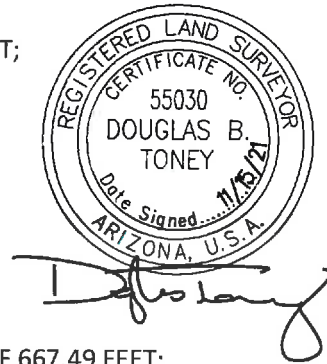
THENCE SOUTH 89°52'55" EAST, A DISTANCE OF 28.00 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 667.49 FEET;

THENCE SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

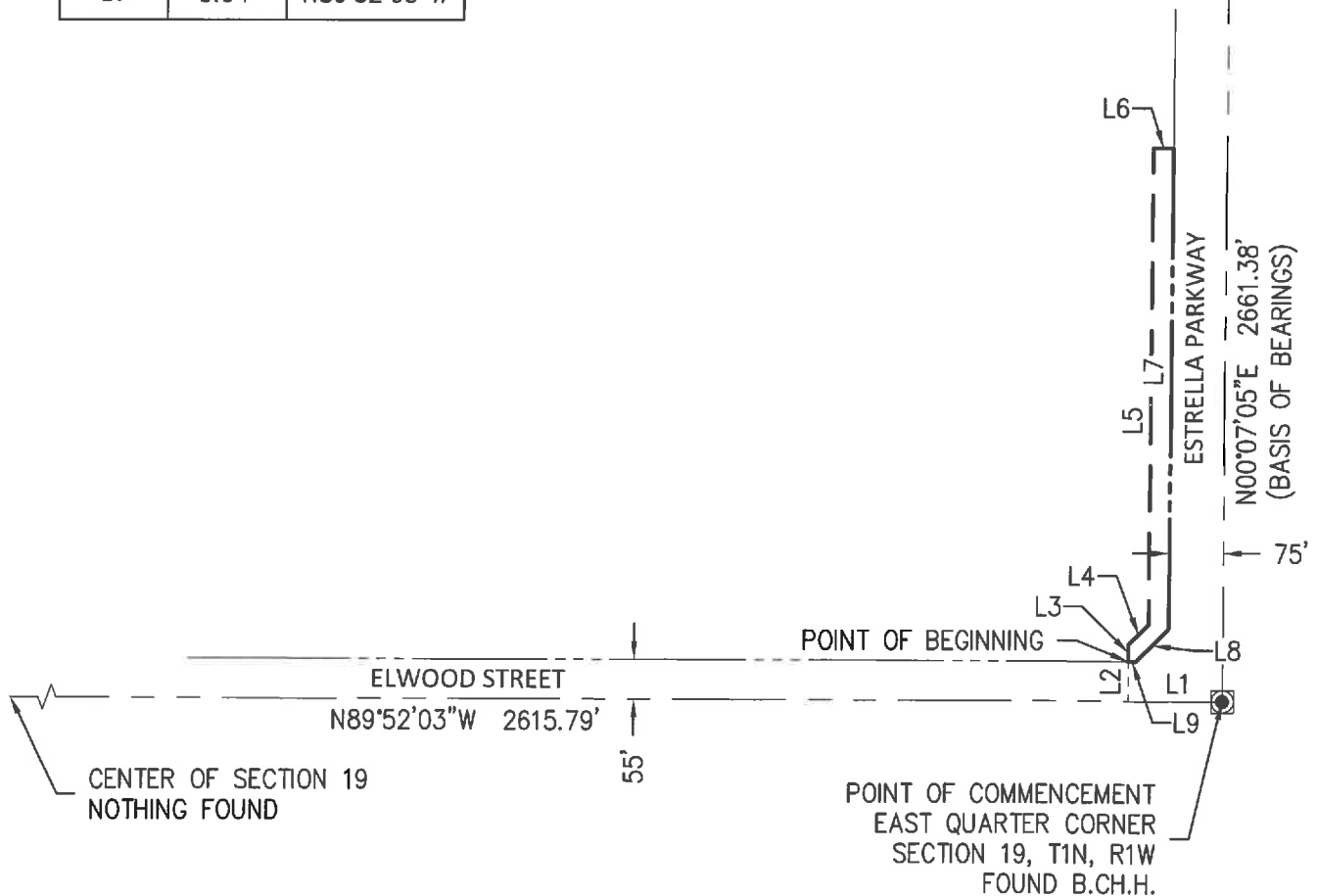
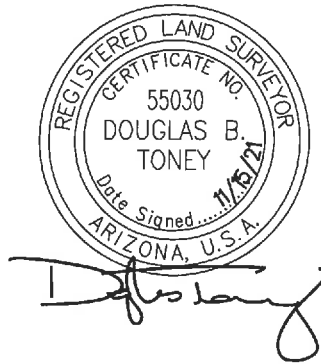
THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 9.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,946 SQ.FT. OR 0.4579 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	129.96'	N89°52'03"W
L2	55.00'	N00°07'57"E
L3	24.00'	N00°07'57"E
L4	38.09'	N45°07'31"E
L5	661.54'	N00°07'05"E
L6	28.00'	S89°52'55"E
L7	667.49'	S00°07'05"W
L8	63.63'	S45°07'31"W
L9	9.94'	N89°52'03"W

NORTHEAST CORNER
SECTION 19, T1N, R1W
FOUND B.C.H.H.



SHEET 1 OF 1	EXHIBIT TEMPORARY DRAINAGE EASEMENT		
	BY: DT	CHK:	QC:
	BCG PROJECT NO: 090568-01 TASK: 001		
	CLIENT REF NO:		

Bowman
CONSULTING

1800 N Desert Drive, #210
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com