

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)

PERMANENT DRAINAGE EASEMENT AGREEMENT

This Permanent Drainage Easement Agreement is entered into as of _____, 2022, by and between City of Goodyear, an Arizona municipal corporation ("City") and El Cidro Homeowners Association, an Arizona non-profit corporation ("HOA").

RECITALS

A. The development known as El Cidro encompassed, or encompassed one time prior to dedications and condemnations by governmental entities, more than 600 acres generally located between Cotton Lane and Citrus Road and between Lower Buckeye and MC85.

B. City, is the owner of certain real property within El Cidro, including that real property described as Tract F of the Final Plat for El Cidro-Phase 1 Parcel 3, recorded at Book 1331, Page 48 of the Maricopa County Recorder's Office ("City Property")

C. The development of El Cidro requires the construction of improvements to handle storm water and tail water flows within El Cidro and from properties to the north of El Cidro.

D. The City approved grading and drainage plans to handle storm water and tail water flows associated with the development of a portion of El Cidro, (City HTE number 17-3191), which plans are on file with the City of Goodyear (the "El Cidro Tail Water Plans").

E. The El Cidro Tail Water Plans called for the installation of drainage improvements, including the installation of a drainage pipe and manhole cover, within a portion of the City Property described in Exhibit "A," a copy of this is attached hereto and incorporated herein by this reference (the "Easement Area").

F. The drainage improvements that were to be constructed within the City Property pursuant to the approved El Cidro Tail Water Plans have been completed.

G. Pursuant to applicable Development Regulations, property owners are required to construct and maintain improvements needed to manage storm water and tailwater flows.

H. The El Cidro Homeowners Association is responsible for the maintenance of the private infrastructure improvements constructed within El Cidro, including drainage improvements required to convey and dispose of storm water and tail water flows.

I. This Permanent Drainage Easement Agreement is being entered into to provide for the continued use of the Easement Area for the receipt, conveyance, and disposal of storm water and tail water flows and for the maintenance, repair and replacement of drainage improvements constructed within the Easement Area pursuant to the Approved Plans, as defined below.

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

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

a. Agreement means this Permanent Drainage Easement Agreement by and between the City of Goodyear, an Arizona municipal corporation and the El Cidro Homeowners Association, an Arizona non-profit corporation, as may be amended in writing and executed by the Parties.

b. Approved Plans means the El Cidro Tail Water Plans (City HTE number 17-3191), as approved by the City Engineer or his designee, a copy of which is on file with the City of Goodyear, and which is referred to and incorporated herein by this reference .

c. El Cidro Drainage Improvements means the improvements identified in the Approved Plans that have been constructed within the Easement Area, including but not limited to, retention/detention areas, catch basins, scuppers, drainage pipes, headwalls and all other drainage improvements identified in the Approved Plans that, will accept, convey and dispose of storm water and tail water flows identified in the Approved Plans.

d. HOA's Maintenance Obligations means all of the obligations set forth in section 4.

e. Parties means the City of Goodyear, an Arizona municipal corporation and El Cidro Homeowners Association, an Arizona non-profit corporation and their respective successors and assigns.

2. GRANT OF EASEMENT. City of Goodyear, an Arizona municipal corporation, as the fee owner of the City Property and Easement Area grants and conveys to the El Cidro Homeowners Association, an Arizona non-profit corporation, a permanent non-exclusive easement on, over, across and under the Easement Area for the purposes described in this Agreement and subject to the terms of this Agreement.

3. EASEMENT USES. The easement granted herein is granted for the following purposes: (i) the receipt, acceptance, retention, diversion, conveyance and disposal of the storm water flows generated on and within the Property and storm water and tail water flows generated outside the boundaries of the Property, including from streets within and adjacent to the Property,

as reflected in the Approved Plans; and (ii) for the maintenance, repair, replacement and operation of the El Cidro Drainage Improvements and for access to the Easement Area as needed to perform such work. The HOA 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. HOA'S MAINTENANCE OBLIGATIONS. HOA shall be responsible for the maintenance, repair and replacement of all El Cidro Drainage Improvements, including keeping underground pipes free of all obstructions and debris. HOA shall maintain the El Cidro Drainage Improvements in good condition and in accordance with the Approved Plans. HOA shall maintain, inspect, repair and replace the El Cidro Drainage Improvements as necessary to: maintain their storm/tail water carrying and storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in the El Cidro Drainage Improvements, including in underground pipes.

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

6. INDEMNIFICATION. HOA shall, to the fullest extent permitted by law, indemnify, defend, save, and hold harmless the City of Goodyear 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, 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 the El Cidro Drainage Improvements not being maintained in good condition and in accordance with the Approved Plans, HOA's failure to perform HOA's Maintenance Obligations, and by the negligent or willful acts or omissions of HOA and its owners, officers, directors, agents, employees, agents, representatives, contractors or subcontractors in the performance of HOA'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 HOA 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by HOA from and against any and all claims. It is agreed that HOA will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. HOA agrees, to the fullest extent permitted by law, to waive all rights of subrogation against the Indemnitees for Claims subject to indemnification hereunder.

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.

8. COVENANT RUNS WITH THE LAND. This Agreement constitutes a covenant that runs with land for the benefit of the HOA and its successors and assigns and is binding upon the City and all successors and assigns in interest or title to all or part of the Easement Area.

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

El Cidro Homeowners Association,
an Arizona non-profit corporation

By: Jovanna Ortega

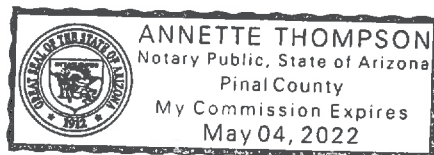
Date: 04/18/2022

Its: president

State of Arizona)
) ss.
County of Maricopa)

On this 18th day of April, 2022, personally appeared before me, Jovanna Ortega, as President of El Cidro Homeowners Association, an Arizona non-profit corporation, who acknowledges before me that he executed the foregoing Permanent Drainage Easement Agreement.

Notary Seal:



Annette Thompson
Notary Public

Signatures, Acknowledgements and Exhibit Continued on Following Pages

City of Goodyear,
an Arizona municipal corporation

By: _____

Name: _____

Date: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing Permanent Drainage Easement Agreement 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

Exhibit on Following Pages

Exhibit "A"

Legal Description of Easement Area

EXHIBIT A

LEGAL DESCRIPTION

A DRAINAGE EASEMENT OVER A PORTION OF TRACT F AS SHOWN OF THE FINAL PLAT OF EL CIDRO-PHASE 1 PARCEL 3 RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS (MCR) AND CONVEYED TO THE CITY OF GOODYEAR, ARIZONA BY DEED OF RECORD IN INSTRUMENT NUMBER 2017-0262232, MCR AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23 (FOUND 2 INCH MARICOPA COUNTY ALUMINUM CAP) FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 23 (CALCULATED) BEARS S89°45'34"E A DISTANCE 2646.09 FEET;

THENCE S89°45'34"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1781.98 FEET;

THENCE S0°14'26"W A DISTANCE OF 1313.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 173RD AVENUE BEING THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH POINT THE RADIUS POINT BEARS S89°25'21"W;

THENCE 8.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT AND SAID WEST RIGHT-OF-WAY LINE, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 0°58'31" AND A CHORD BEARING S0°05'24"E TO THE SOUTHEAST CORNER OF SAID TRACT F;

THENCE N89°44'24"W, ALONG THE SOUTH LINE OF SAID TRACT F, A DISTANCE OF 40.05 FEET;

THENCE N00°15'36"E, ACROSS SAID TRACT F, A DISTANCE OF 8.00 FEET;

THENCE S89°44'24"E, CONTINUING ACROSS SAID TRACT F ALONG A LINE 8.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE THEREOF, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 320.29 SQUARE FEET (0.0074 ACRE) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS S89°45'34"E FOR THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST AS SHOWN ON THE FINAL PLAT OF EL CIDRO-PHASE 1 PARCEL 3 RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS.

Sheet 1 of 3

TRACT F - EL CIDRO - PHASE 1 PARCEL 3 - DRAINAGE EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.

Address: 1001 N. CENTRAL AVENUE, SUITE 900 PHOENIX, AZ 85004

Phone: 602-263-1177

Fax: 602-277-6286

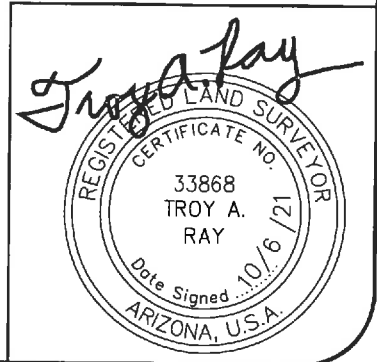
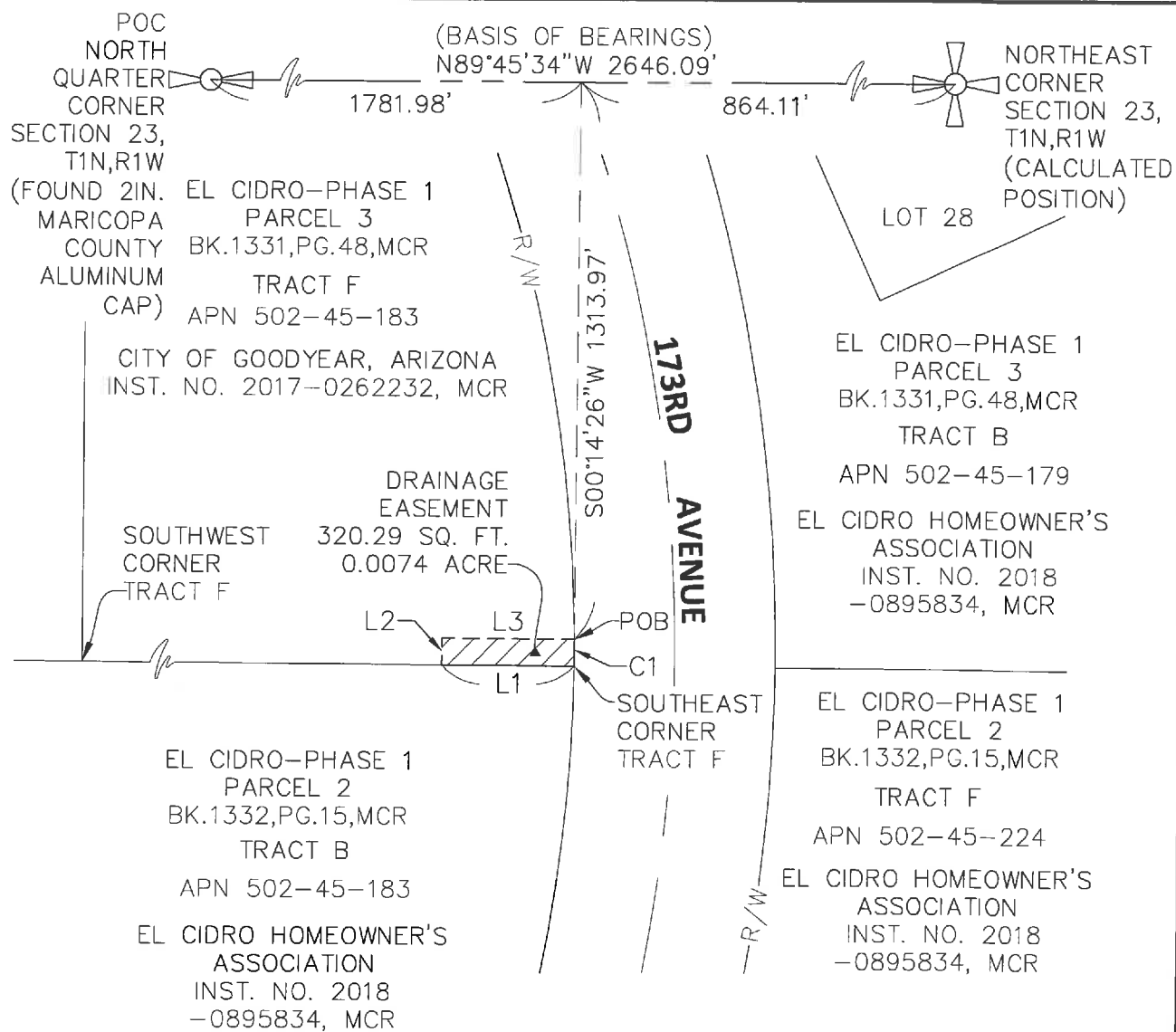


EXHIBIT A

SKETCH



SCALE:
1"=50'
NE 1/4
SEC 23
T. 1 N.
R. 2 W.

** SEE SHEET 3 FOR LINE AND CURVE TABLES **

Sheet 2 of 3

TRACT F - EL CIDRO - PHASE 1 PARCEL 3 - DRAINAGE EASEMENT

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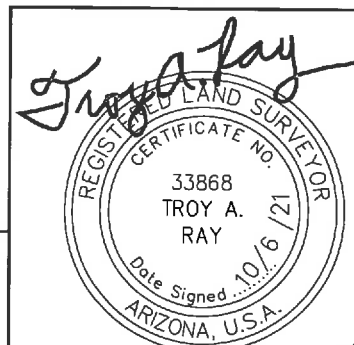


EXHIBIT A

LINE AND CURVE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°44'24"W	40.05'
L2	N0°15'36"E	8.00'
L3	S89°44'24"E	40.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHD BRNG
C1	0°58'31"	470.00'	8.00'	S00°05'24"E

Sheet 3 of 3

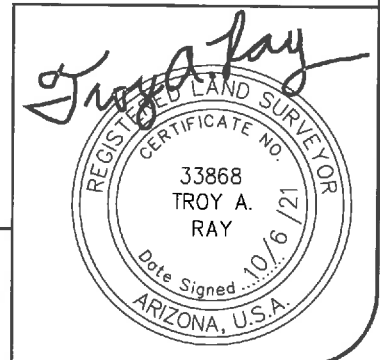
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TRACT F - EL CIDRO - PHASE 1 PARCEL 3 - DRAINAGE EASEMENT

END NORTH: 879935.5320' EAST: 543552.7666'

SEGMENT #1 : CURVE

LENGTH: 8.00' RADIUS: 470.00'
DELTA: 0°58'31" TANGENT: 4.00'
CHORD: 8.00' COURSE: S0° 05' 24"E
COURSE IN: S89° 25' 21"W COURSE OUT: S89° 36' 08"E
RP NORTH: 879930.7949' EAST: 543082.7905'
END NORTH: 879927.5320' EAST: 543552.7792'

SEGMENT #2 : LINE

COURSE: N89° 44' 24"W LENGTH: 40.05'
NORTH: 879927.7138' EAST: 543512.7296'

SEGMENT #3 : LINE

COURSE: N0° 15' 36"E LENGTH: 8.00'
NORTH: 879935.7137' EAST: 543512.7659'

SEGMENT #4 : LINE

COURSE: S89° 44' 24"E LENGTH: 40.00'
NORTH: 879935.5322' EAST: 543552.7655'

PERIMETER: 96.05'
AREA: 320.29 SQ. FT. (0.0074 ACRE)
ERROR CLOSURE: 0.0011'
COURSE: N82° 13' 21"W
ERROR NORTH: 0.00015'
EAST: -0.00113'

PRECISION 1: 87,318.18

