

When recorded return to:

City Clerk/lrb  
CITY OF GOODYEAR  
190 North Litchfield Road  
Goodyear, Arizona 85338

**TEMPORARY NONEXCLUSIVE EASEMENT**  
**TO CONSTRUCT AND MAINTAIN**  
**DRAINAGE FACILITIES**

(Installation of Drainage Improvements  
With Owner's Right to Relocate)

THIS TEMPORARY NONEXCLUSIVE DRAINAGE EASEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015\_\_, by and between City of Goodyear, a municipal corporation of the State of Arizona ("City") and BASIS Schools, Inc., an Arizona nonprofit corporation, ("BASIS") for the purposes herein stated. (City and BASIS may be referred to hereinafter individually as a "Party" and collectively as the "Parties.")

RECITALS

A. BASIS is the record owner of certain real property described and depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "BASIS Property"), and which BASIS is in the process of developing.

B. City is the record owner of certain real property adjacent to the BASIS Property on the east, west and north, which is described and depicted on Exhibit C, attached hereto and incorporated herein by this reference, referred to herein as the "100 Acre Parcel."

C. A portion of the real property north of the BASIS Property, from the northern property line of the BASIS Property to Van Buren Street, which includes a portion of the 100 Acre Parcel, is currently not developed, and pursuant to the requirements set forth in the Goodyear City Code and the City of Goodyear Engineering Design Standards and Policies Manual as adopted and amended by the Mayor and Council of the City of Goodyear, BASIS is required to retain or otherwise dispose of the storm water run-off flowing onto the BASIS Property from the property to the north.

D. HilgartWilson, on behalf of BASIS Schools, Inc. prepared that certain Drainage Report for Basis Charter School Goodyear Arizona, dated January 2015 and sealed on January 29, 2015 (the "HilgartWilson Drainage Report") to determine the amount of on-site storm water

run-off that BASIS is to retain on the BASIS Property and the amount of off-site storm water run-off BASIS is required to retain on the BASIS Property, or if City allowed, on the 100 Acre Parcel.

E. According to the HilgartWilson Drainage Report, BASIS is required to provide drainage facilities that will be sufficient to retain or otherwise dispose of the off-site storm water run-off from the portion of the 100 Acre Parcel depicted and identified as OFF-2 in Figure 4- Offsite Drainage Map included in the HilgartWilson Drainage Report (the "OFF-2 Property") and from the real property depicted and identified as OFF-1 in Figure 4 – Offsite Drainage Map included in the HilgartWilson Drainage Report (the "OFF-1 Property"), which HilgartWilson calculated to be 26,136 cubic feet. A copy of Figure 4 – Offsite Drainage Map is attached hereto as Exhibit D and incorporated herein by this reference.

F. Upon the development of the OFF-2 Property and the OFF-1 Property, the owners of these respective properties will be responsible for retaining its on-site storm water run-off or for otherwise disposing of its on-site storm water run-off pursuant to the requirements set forth in the Goodyear City Code and the City of Goodyear Engineering Design Standards and Policies Manual as adopted and amended by the Mayor and Council of the City of Goodyear

G. BASIS has requested that City provide BASIS a temporary non-exclusive easement to construct and maintain drainage improvements on the OFF-2 Property to retain the off-site storm water run-off from the OFF-2 Property and the OFF-1 Property.

H. City and BASIS desire to enter into this Agreement for City to grant to BASIS a temporary, nonexclusive easement over the area more particularly described in Exhibit "A" (the "Easement Area") attached hereto and incorporated herein by this reference for the purposes and subject to the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, BASIS and City agree as follows:

1. Grant of Easement. Subject to the terms and conditions of this Agreement, City hereby grants and conveys to BASIS a temporary, nonexclusive easement ("Easement") through, over, under, upon, in, across and along the Easement Area solely for the purposes of locating, constructing, installing, operating, inspecting, maintaining, repairing, replacing and removing drainage facilities to retain up to 26,136 cubic feet of storm-water run-off together with the right of access to the Easement Area for the purposes stated herein. The rights and privileges are limited to BASIS or its authorized contractors and subcontractors: (i) locating, constructing and installing drainage facilities to retain up to 26,136 cubic feet of storm-water run-off; (ii) inspecting, operating, maintaining, repairing, replacing and removing any drainage facilities; (iii) having uninterrupted and unimpeded right of ingress and ingress as may be reasonably necessary or desirable to permit such activities; and (iii) except as otherwise limited herein, the right to remove such plant growth, dirt and other materials from the Easement Area as necessary in

connection with the installation, construction and operation of the drainage facilities. The rights granted hereunder are conditioned upon the BASIS Property being used solely for educational purposes including the on-site instruction of students and the administration, management and support of such proposes.

2. Reservation. City reserves for itself and its successors and assigns, all such rights and privileges in OFF-2 Property as may be used without unreasonably interfering with or abridging the right granted herein. Nothing contained in this Agreement shall prohibit City from conveying additional easements for access, utility or other purposes through, over, under, upon, in, across and along the Easement Area provided however, that no such additional rights or easements shall impair BASIS's use of the Easement granted herein.

3. General Requirements. All work undertaken, and all drainage facilities installed and constructed pursuant to rights granted under this Agreement shall comply with all applicable laws and regulations; be approved by the City Engineer and bonded prior to undertaking the construction or installation of any drainage facilities within the Easement Area. All work undertaken within the Easement Area pursuant to the rights granted herein shall be performed in a good and workmanlike manner. BASIS shall at all times employ "best practices" in its use of the Easement Area and shall be responsible for complying with all applicable federal, state and local laws and regulations, including, but not limited to, air quality, track-out, waste-fill hauling regulations.

4. Lien Free. BASIS shall keep the Easement Area free and clear of construction, mechanics', materialmans' or other liens or encumbrances of any kind. This provision shall survive the termination of this Agreement.

5. Modifications in Event of Partial Development of the OFF-2 Property. The Easement granted herein is subject to the right of City, its successors and assigns to relocate, redesign, remove, move, reshape, place underground or otherwise modify the drainage facilities BASIS constructs in the Easement Area in conjunction with and to facilitate the development of the OFF-2 Property and/or in response to the development of the OFF-1 Property subject to the terms and conditions set forth in this Paragraph 5. If any portion of the OFF-2 Property develops, City shall provide, at no cost to BASIS, drainage facilities that will be sufficient to retain or otherwise dispose of the on-site storm water run-off generated from the portion of the OFF-2 Property being developed. If any portion of the OFF-1 Property develops, City shall require the OFF-1 Property owner to provide, at no cost to BASIS, drainage facilities that will be sufficient to retain or otherwise dispose of the on-site storm water run-off generated from the portion of the OFF-1 Property being developed. In such cases, the drainage facilities constructed by BASIS within the Easement Area may be relocated, redesigned, removed, moved, reshaped, placed underground or otherwise modified to fit with City's development plans; provided that the modified drainage facilities retain or dispose of the volume of storm-water run-off generated by the portions of the OFF-2 Property and the OFF-1 Property that were not developed. If the drainage facilities BASIS installs or constructs within the Easement Area are relocated, redesigned, removed, moved, reshaped, placed underground or otherwise modified, City shall provide a replacement temporary drainage easement with the same terms as this Agreement

except as modified to reflect the changes and events that have occurred since the execution of this Agreement; and this Agreement and the Easement granted herein shall automatically terminate. Notwithstanding the foregoing automatic termination provision, BASIS shall execute all documents identified and requested by City as being needed to provide record notice of the termination of this Agreement and the Easement granted herein, including a Termination of Easement. This provision shall survive the termination of this Agreement and the Easement granted herein.

6. Spoil. BASIS shall place and grade excess soil excavated from the Easement Area ("Spoil") on the BASIS Property in accordance with City approved grading plans or otherwise dispose of the Spoil. BASIS shall not deposit the Spoil on either the OFF-2 Property or on any other portion of the 100 Acre Parcel.

7. Termination. This Agreement and the Easement granted herein shall automatically terminate at the earlier of the following:

a. Upon the completion of alternate drainage facilities that are capable of retaining or otherwise disposing of the storm water run-off from the OFF-2 and the OFF-1 Property as reasonably determined by the Director of the City of Goodyear Engineering Department or his/her designee.

b. Upon the use of the BASIS Property for any purpose other than for educational purposes, which shall include on-site instruction of students.

Notwithstanding the foregoing automatic termination provision, BASIS shall execute all documents identified and requested by City as being needed to provide record notice of the termination of this Agreement and the Easement granted therein, including a Termination of Easement. This provision shall survive the termination of this Agreement and the Easement granted herein.

8. Responsibility for Drainage Facilities. City shall not have any responsibility or liability for the design, location, installation, construction, operation, maintenance or repair of any of the drainage facilities constructed within the Easement Area pursuant to the rights granted by this Agreement. Subject to Section 5 of the Agreement, BASIS shall be and shall remain responsible for designing, locating, installing, constructing, operating, maintaining, inspecting, repairing, replacing and removing such drainage facilities. BASIS shall maintain and keep in good repair the Easement Area and the drainage facilities constructed therein, which includes, but is not limited to, removal of weeds and vegetation. Upon the termination of this Agreement and the Easement granted herein, all of BASIS' obligations under this Section 8 shall cease provided, however, that if a replacement easement pursuant to Section 5 is required, BASIS shall be responsible for operating, maintaining, inspecting, repairing, replacing and removing such relocated drainage facilities pursuant to the terms of the replacement easement.

9. Release and Waiver and Indemnification. In consideration for City granting this Easement, BASIS, its successors and assigns hereby waive and release City, its elected official,

officers, employees, agents, successors and assigns from all liability for any and all claims and damages to the BASIS Property that result from or allegedly result from or that are in any way related to BASIS's design, location, installation, inspection, construction, operation, maintenance or repair of any of the drainage facilities constructed within the Easement Area. In consideration for City granting this Easement, BASIS, its successor and assigns further covenant and agree to defend, hold harmless, and indemnify for all liabilities for injuries and damages, including attorneys' fees, resulting from or allegedly resulting from, or that are in any way related to BASIS's design, location, installation, inspection, construction, operation, maintenance or repair of any of the drainage facilities constructed within the Easement Area. This provision shall survive the termination of this Agreement.

10. Insurance. BASIS shall provide City a performance and payment bond or some other financial assurance in a form satisfactory to the City of Goodyear Director of Engineering to insure the completion of the Project and payment for such completed work. BASIS shall, during the entire term of this Agreement, at its sole cost and expense, obtain, maintain and keep in full force and effect commercial general liability insurance with a combined single limit for bodily injury and property damage of at least \$2,000,000.00 for each claim, with an aggregate limit of no less than \$4,000,000.00, insuring against all liability of BASIS and its authorized contractors and representatives arising out of and in connection with BASIS's use of the Easement Area. Such insurance policy shall name City as an additional insured thereunder and providing that notice shall be given to City not less than thirty (30) days prior to cancellation of such policy. BASIS shall provide City with certificates evidencing such insurance policies prior to entry onto the Easement Area for the purposes herein stated. Further, BASIS shall not assign or delegate any of its rights hereunder or permit any contractor or subcontractor to enter upon the Easement Area for any purpose unless such person or entity is duly licensed and insured to the extent hereinabove set forth, nor shall BASIS allow any material supplier to enter upon the Easement Area unless such material supplier is duly insured to the extent hereinabove set forth and accompanied by a representative of a contractor or subcontractor that qualifies under this provision to enter upon the site. BASIS shall maintain evidence on file and shall provide such evidence to City upon request.

11. Third Parties. No person or entity that is not a Party to this Agreement shall have any right to performance nor any rights or benefits under this Agreement or the Easement granted herein, nor shall any person or entity that is not a Party to this Agreement have any right to enforce this Agreement.

12. Running of Benefits and Burdens. The benefits and burdens of this Agreement and the Easement granted herein are binding upon the Parties' and their respective successors and assigns and shall run with the BASIS Property and the OFF-2 Property until this Agreement and the Easement granted herein are terminated.

13. Entire Agreement. This Agreement, including the exhibits referenced herein, is the entire agreement of the Parties and supersedes any and all prior oral or written agreements or understandings between them pertaining to the subject matter of this Agreement. The Parties have made no representations, warranties or inducements, express or implied, other than as set

forth in this Agreement. This provision shall survive the termination of this Agreement.

14. Venue and Attorneys' 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.

15. 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. This Agreement may be signed in one or more counterparts, each of which together will form one binding agreement of the Parties. Time is of the essence in the performance of each and every provision of this Agreement. Notwithstanding anything herein contained to the contrary, City shall have the right to terminate this Agreement at any time upon prior written notice to BASIS in the event of a breach of or default by BASIS under this Agreement that has not been cured within a reasonable amount of time after BASIS has been notified, in writing of the breach and the steps required to cure such breach.

16. 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 in the United States mail, certified, return receipt requested, postage prepaid, addressed and delivered to the Party 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 that delivery is refused. Notices sent by certified mail shall be deemed to have been delivered upon the third business day following the day on which such properly-addressed, postage-prepaid notice is deposited for delivery in any United States Postal Service mail box or branch office established by the United States Postal Service, as evidenced by the postmark. If either Party refuses delivery or fails to receive any notice because such Party failed to advise the other Party of any change of address, such Party shall not be relieved of any obligation under this Agreement.

**Notices to City:**

City of Goodyear  
190 North Litchfield Road  
Goodyear, Arizona 85338  
Attn: City Attorney

**Notices to BASIS:**

BASIS Schools, Inc.  
7975 North Hayden Road, Suite B121  
Scottsdale, Arizona 85258  
Attn: Legal Department

17. Cancellation by City. This Agreement may be cancelled by City pursuant to Arizona Revised Statutes Section 38-511.

18. Post Termination. All provisions in this Agreement, the completion of which will occur after the termination of this Agreement, shall survive the termination of this Agreement.

19. 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.

IN WITNESS WHEREOF, City has caused this Agreement to be signed by its duly authorized representative as of the date set forth below:

Date: \_\_\_\_\_

City: **City of Goodyear,  
An Arizona municipal corporation**

By: \_\_\_\_\_  
Brian Dalke  
Its: City Manager

State of Arizona     )  
                              )ss.  
County of Maricopa   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Brian Dalke, as the City Manager of the City of Goodyear, an Arizona municipal corporation, and that he being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of the City of Goodyear, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

*Signatures, Acknowledgments and Exhibits on following pages*

IN WITNESS WHEREOF, BASIS has caused this Agreement to be signed by its duly authorized representative as of the date set forth below:

DATE: 2/20/15

BASIS: **BASIS Schools, Inc.,  
an Arizona nonprofit corporation.,**

By: [Signature]

Name: Peter Bezanson

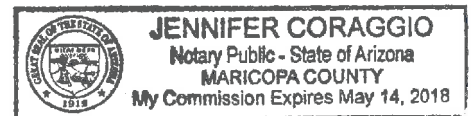
Title: Authorized Agent

State of Arizona       )  
                                  )ss  
County of Maricopa    )

The foregoing instrument was acknowledged before me this 20 day of February, 2015 by Peter Bezanson, as authorized agent of BASIS Schools, Inc., an Arizona nonprofit corporation and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of BASIS Schools, Inc., an Arizona nonprofit corporation.

[Signature]  
NOTARY PUBLIC  
My Commission

Expires: 5-14-18



Approved as to Form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

*Exhibits on Following Pages*



**EXHIBIT "A"**  
**BASIS ELEMENTARY**  
**TEMPORARY DRAINAGE EASEMENT**  
**LEGAL DESCRIPTION**

A parcel of land being situated within the Southeast quarter of Section 7, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**COMMENCING** at a found brass cap in hand hole, accepted as the southeast corner of said Section 7 from which the east quarter corner thereof bears North 00 degrees 07 minutes 41 seconds West a distance of 2,638.31feet;

Thence along the east line of said Southeast quarter, North 00° 07' 41" West a distance of 1882.52 feet;

Thence leaving said east line, South 89°52'29" West, 1501.47 feet to the **POINT OF BEGINNING**;

Thence along a line that is 588.00 feet north of and parallel with the centerline of Sherman Street, South 89°52'29" West, 871.00 feet;

Thence leaving said parallel line, North 00°07'31" West, 55.00 feet;

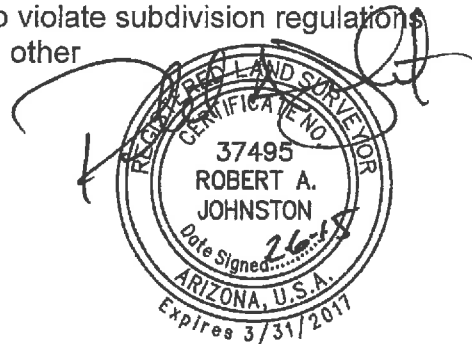
Thence along a line that is 643.00 feet north of and parallel with the centerline of said Sherman Street North 89°52'29" East, 871.00 feet;

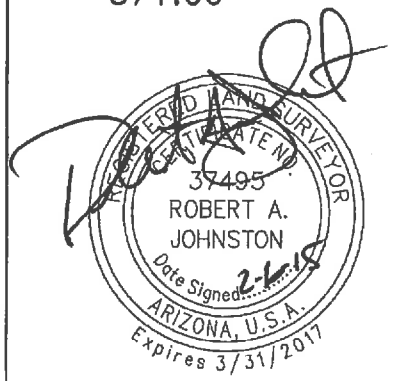
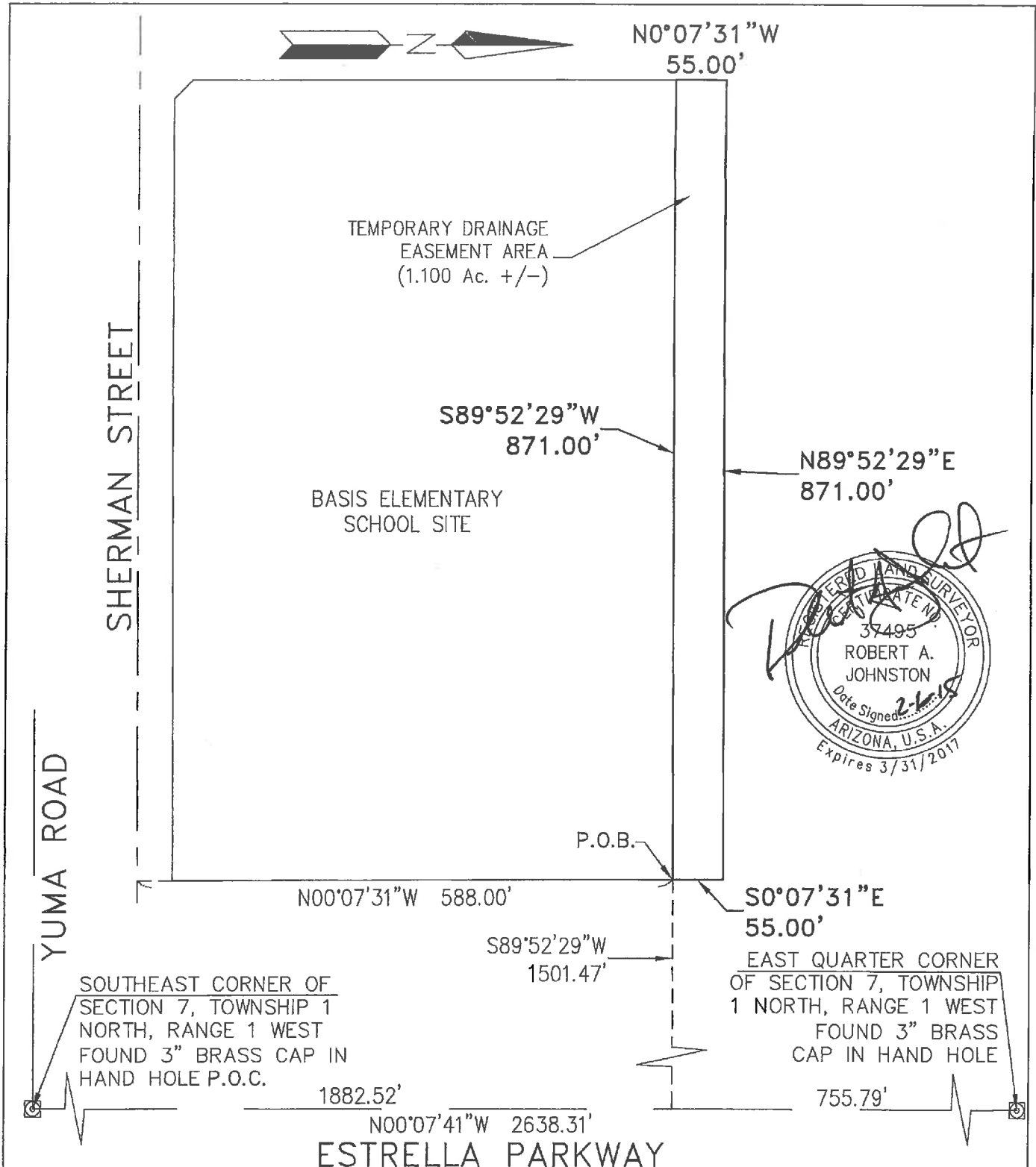
Thence leaving said parallel line, South 00°07'31" East, 55.00 feet to the **POINT OF BEGINNING**.

Said portion of land containing 47,905 s.f., or 1.100 acres, more or less and being subject to any easements, restrictions, and/or rights-of-way.

This description shown hereon is not to be used to violate subdivision regulations of the state, county and/or municipality of any other land division restrictions.

Prepared by: HilgartWilson  
2141 E. Highland Ave, Suite 250  
Phoenix, AZ 85016  
Project No. 1511  
Date: February 2015





P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

PROJ.NO.: 1511	BASIS ELEMENTARY TEMPORARY DRAINAGE EASEMENT	 <b>HILGARTWILSON</b> 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: FEB 2015		
SCALE: N.T.S.		
DRAWN BY: BSO		
CHECKED BY: RAJ	<b>EXHIBIT 'B'</b>	

## EXHIBIT B

### **PARCEL DESCRIPTION**

OF BASIS GOODYEAR PARCEL, GOODYEAR BOULEVARD  
AND ESTRELLA PARKWAY, GOODYEAR, ARIZONA

A portion of that property described in Special Warranty Deed recorded as 2004-0234018, records of Maricopa County, Arizona, lying within the Southeast quarter of Section 7, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 7 from which the East quarter corner of said Section 7 bears North 00 degrees 07 minutes 41 seconds West 2638.31 feet;

THENCE North 00 degrees 07 minutes 41 seconds West 1332.55 feet along the East line of said Southeast quarter;

THENCE South 89 degrees 52 minutes 29 seconds West 1501.49 feet to the POINT OF BEGINNING;

THENCE continuing South 89 degrees 52 minutes 29 seconds West 851.00 feet along a line which is 38.00 feet North of and parallel with the South line of the property described in said Special Warranty Deed recorded as Document Number 2004-0234018, records of Maricopa County, Arizona;

THENCE North 45 degrees 07 minutes 31 seconds West 28.28 feet;

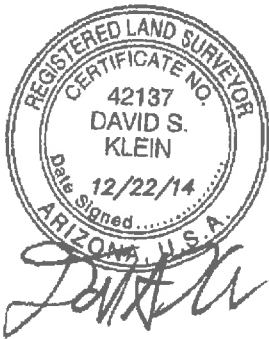
THENCE North 00 degrees 07 minutes 31 seconds West 530.00 feet;

THENCE North 89 degrees 52 minutes 29 seconds East 871.00 feet;

THENCE South 00 degrees 07 minutes 31 seconds East 550.00 feet to the POINT OF BEGINNING.

Comprising 10.993 acres or 478,850 square feet more or less, subject to all easements of record.

THE DESCRIPTION ABOVE WAS PREPARED BASED ON RESULTS OF AN A.L.T.A./A.C.S.M. LAND TITLE SURVEY RECORDED IN BOOK 1011 OF MAPS, PAGE 45, RECORDS OF MARICOPA COUNTY, ARIZONA WITHOUT VERIFICATION BY THE SURVEYOR.



EXPIRES 3/31/17

**SUPERIOR**  
SURVEYING SERVICES, INC.

DATE: 12/22/14

21415 N. 23rd Avenue  
Phoenix, AZ 85027  
623-869-0223 (office)  
623-869-0726 (fax)  
www.superiorsurveying.com  
info@superiorsurveying.com

JOB NO.: 141023

## EXHIBIT "C"

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7, A BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 7, A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 07 MINUTES 41 SECONDS WEST, A DISTANCE OF 2638.31 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION, NORTH 00 DEGREES 07 MINUTES 41 SECONDS WEST, A DISTANCE OF 1319.15 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT OF NO. 87-418233, MARICOPA COUNTY RECORDS, (M.C.R.);

THENCE LEAVING SAID EAST LINE, ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 89 DEGREES 52 MINUTES 19 SECONDS WEST, A DISTANCE OF 75.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF ESTRELLA PARKWAY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 52 MINUTES 19 SECONDS WEST, A DISTANCE OF 692.45 FEET TO THE BEGINNING OF A CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 525.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 44 DEGREES 55 MINUTES 49 SECONDS, A DISTANCE OF 411.70 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 00-213307, M.C.R., AND THE BEGINNING OF A NON-TANGENT CURVE;

THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID CURVE, HAVING A RADIUS OF 300.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 44 DEGREES 44 MINUTES 02 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 29 DEGREES 04 MINUTES 09 SECONDS, FOR A DISTANCE OF 152.21 FEET, TO THE NORTH LINE OF SAID PARCEL OF LAND;

THENCE LEAVING SAID NORTHEASTERLY LINE, ALONG SAID NORTH LINE, SOUTH 89 DEGREES 51 MINUTES 46 SECONDS WEST, A DISTANCE OF 1977.50 FEET, TO THE EAST LINE OF WILDFLOWER RANCH UNIT II AS SHOWN ON FINAL PLAT RECORDED IN BOOK 420 OF MAPS, PAGE 48, M.C.R.;

THENCE LEAVING SAID NORTH LINE, ALONG SAID EAST LINE AND ALONG THE EAST LINE OF WILDFLOWER RANCH UNIT III AS SHOWN ON FINAL PLAT RECORDED IN BOOK 440 OF MAPS, PAGE 19, M.C.R., NORTH 00 DEGREES 19 MINUTES 02 SECONDS WEST, A DISTANCE OF 1355.10 FEET, TO THE SOUTHWEST CORNER OF WILDFLOWER RANCH UNIT VIII AS SHOWN ON FINAL PLAT RECORDED IN BOOK 510 OF MAPS, PAGE 12, M.C.R.;

THENCE LEAVING SAID EAST LINE, ALONG THE SOUTH LINE OF SAID WILDFLOWER RANCH UNIT VIII, NORTH 89 DEGREES 59 MINUTES 27 SECONDS EAST, A DISTANCE OF 1340.99 FEET, TO THE SOUTHEAST CORNER OF SAID WILDFLOWER RANCH UNIT VIII;

THENCE LEAVING SAID SOUTH LINE, ALONG THE EAST LINE OF SAID WILDFLOWER RANCH UNIT VIII, NORTH 00 DEGREES 17 MINUTES 45 SECONDS WEST, A DISTANCE OF 78.70 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 52 MINUTES 12 SECONDS EAST, A DISTANCE OF 1781.10 FEET, TO SAID WEST RIGHT-OF-WAY LINE OF ESTRELLA PARKWAY;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 07 MINUTES 48 SECONDS EAST, A DISTANCE OF 87.87 FEET;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 1319.16 FEET TO THE POINT OF BEGINNING;

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY;**

COMMENCING AT A POINT ON THE EAST-WEST MID-SECTION LINE, 2013 FEET EAST FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE SOUTHERLY PARALLEL TO THE NORTH-SOUTH MID-SECTION LINE 50 FEET TO THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE EASTERLY 50 FEET;

THENCE NORTHERLY 50 FEET TO A POINT ON SAID EAST-WEST MID-SECTION LINE, BEING THE NORTHEAST CORNER OF SAID PARCEL;

THENCE WESTERLY ALONG SAID EAST-WEST MID-SECTION LINE, 50 FEET TO THE POINT OF BEGINNING.

**AND FURTHER EXCEPTING;**

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 7 BEARS NORTH 00 DEGREES 07 MINUTES 41 SECONDS WEST 2638.31 FEET;

THENCE NORTH 00 DEGREES 07 MINUTES 41 SECONDS WEST 1332.55 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 52 MINUTES 29 SECONDS WEST 1501.49 FEET TO THE POINT OF BEGINNING;

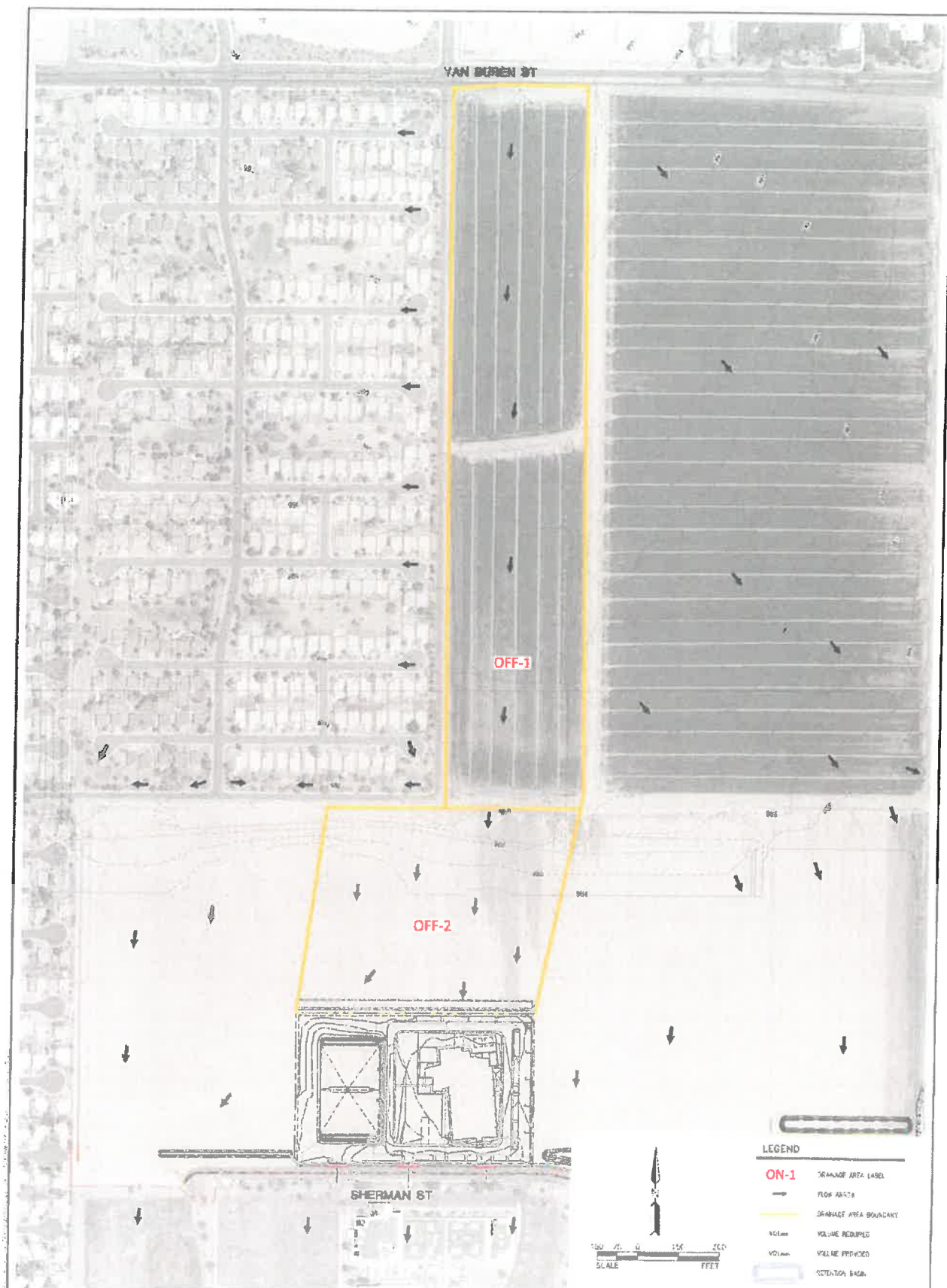
THENCE CONTINUING SOUTH 89 DEGREES 52 MINUTES 29 SECONDS WEST 851.00 FEET;

THENCE NORTH 45 DEGREES 07 MINUTES 31 SECONDS WEST 28.28 FEET;



THENCE NORTH 00 DEGREES 07 MINUTES 31 SECONDS WEST 530.00 FEET;

THENCE NORTH 89 DEGREES 52 MINUTES 29 SECONDS EAST 871.00 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 31 SECONDS EAST 550.00 FEET TO THE POINT OF BEGINNING.



- LEGEND**
- ON-1 DRAINAGE AREA LABEL
  - FLOW ARROW
  - DRAINAGE AREA BOUNDARY
  - VOLUME VOLUME REQUIRED
  - VOLUME VOLUME PROVIDED
  - RETENTION BASIN

 <b>HILGARTWILSON</b>		<b>BASIS CHARTER SCHOOL</b>	<b>EXH D</b>	 <b>HILGARTWILSON</b> ENGINEER / PLANNING / SURVEY / MANAGER 2141 E. HIGHLAND AVE., SUITE 200 • PHOENIX, AZ 85016 PH: 602.955.1100 / F: 602.955.1101 www.hilgartwilson.com	REV.
PROJECT NO. 1511		1400 SHERMAN STREET & GOODYEAR BLVD			
DATE: JAN. 2015		GOODYEAR, ARIZONA			
SCALE: 1" = 150'					
DRAWN: JPC					
DESIGNED: JH		<b>FIG 4 -- OFFSITE DRAINAGE MAP</b>			
APPROVED: AT					