

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

EXEMPT UNDER A.R.S. § 11-1134(A) (2)

## TEMPORARY DRAINAGE EASEMENT

GRANTOR:

**RP PV V LLC, a Delaware limited liability company**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA,  
an Arizona Municipal Corporation**

**RP PV V LLC, a Delaware limited liability company** (“GRANTOR”), as the fee owner of the Subject Property described in Exhibit 1 attached hereto and incorporated herein by reference, on behalf of its successors and assigns hereby grants the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, (“GRANTEE”), its successors and assigns an easement for drainage purposes on, over, under, across, above and through the real property described in Exhibit “2,” attached hereto and incorporated herein (the “Easement Area”). This easement is subject to the following:

1. This easement shall continue in perpetuity, commencing on the date it is recorded, but shall be terminable per the conditions provided in Section 4 of this temporary drainage easement.

2. The use granted herein shall be for the receipt, acceptance, retention, diversion and conveyance of storm water flows from the intersection of the Cotton Lane and Indian School Road Cotton Lane and the half-street roadway improvements to Cotton Lane adjacent to the Subject Property described in Exhibit 1, attached hereto and incorporated herein. The use of this easement shall include the construction, installation, use, maintenance, repair, replacement and operation of surface and subsurface storm water channels, culverts, retention/detention areas and other drainage facilities and all related facilities and equipment (collectively “Drainage Improvements”), along with the right of reasonable ingress and egress with respect to the Drainage Improvements as may be required to construct install, maintain and operate the same.

3. No building, structure or other above ground improvements other than the Drainage Improvements, and paving, curb, gutter and other similar street improvements shall be constructed in the Easement Area that would impede the flow of water over, under or through the Easement Area or that would materially reduce the retention capacity of the Easement Area. The fee owner of the Easement Area shall be responsible for the installation, maintenance and repair of all Drainage Improvements needed to accommodate storm water flows from the intersection of the Cotton Lane and Indian School Road Cotton Lane and the half-street roadway

improvements to Cotton Lane adjacent to the Subject Property described in Exhibit 1, attached hereto and incorporated herein.

4. This Temporary Drainage Easement shall terminate when the owner of the Subject Property described in Exhibit "1" constructs permanent drainage improvements that will accommodate 100% of the storm water on the property described in Exhibit "1" from a 100-year 6-hour storm event and storm-water run-off from the roadways adjacent to the property described in Exhibit "2" as approved by the City Engineer or his/her designee. The City Manager shall then execute documentation in a form reasonably acceptable to the City Attorney to terminate this temporary drainage easement upon completion of the permanent Drainage Improvements.

5. GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

6. This easement constitutes a covenant running with the land for the benefit of GRANTEE, its successors and assigns

**IN WITNESS WHEREOF**, each of the Parties has caused this instrument to be executed in the manner appropriate for each, as of the day and year first above written.

**GRANTOR:**

RP PV V LLC, a Delaware limited liability company

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

State of Arizona       )  
                                      ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me \_\_\_\_\_, as \_\_\_\_\_, of RP PV V LLC, a Delaware limited liability company, who acknowledges before me that he/she executed the foregoing Temporary Drainage and Easement for the purposes therein stated.

Notary Seal:

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

*Signatures, Acknowledgements and Exhibits on Following Pages*

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Arizona       )  
                                      ) ss.  
County of Maricopa    )

The foregoing Temporary Drainage Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said City of Goodyear.

Notary Seal:

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

*Exhibits on Following Pages*

**EXHIBIT "1"**  
**PAGE 1 OF 2**

A PORTION OF THE WEST HALF OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25;

THENCE SOUTH 00 DEGREES 16 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 108.44 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES 15 SECONDS EAST, A DISTANCE OF 37.00 FEET;

THENCE NORTH 45 DEGREES 27 MINUTES 25 SECONDS EAST, A DISTANCE OF 46.52 FEET;

THENCE SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST PARALLEL TO AND 75.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 41.76 FEET;

THENCE SOUTH 80 DEGREES 21 MINUTES 23 SECONDS EAST, A DISTANCE OF 15.46 FEET;

THENCE SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 67.22 FEET;

THENCE NORTH 75 DEGREES 15 MINUTES 34 SECONDS EAST, A DISTANCE OF 9.13 FEET;

THENCE SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST PARALLEL TO AND 75.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 172.90 FEET;

THENCE SOUTH 87 DEGREES 27 MINUTES 23 SECONDS EAST, A DISTANCE OF 300.17 FEET;

THENCE SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST PARALLEL TO AND 85.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 195.31 FEET;

THENCE SOUTH 44 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 46.66 FEET;

THENCE SOUTH 89 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 00 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 10.03 FEET;

THENCE NORTH 45 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 46.68 FEET;

THENCE SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST PARALLEL TO AND 75.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 131.39 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BOB STUMP MEMORIAL PARKWAY (303 L) AS RECORDED AUGUST 14, 2009 IN DOCUMENT NO. 2009-0757317 AND RE-RECORDED NOVEMBER 3, 2009 IN DOCUMENT NO. 2009-1013638, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 80 DEGREES 25 MINUTES 51 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 136.69 FEET;

**EXHIBIT "1"**  
**PAGE 2 OF 2**

THENCE SOUTH 83 DEGREES 49 MINUTES 08 SECONDS EAST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 248.29 FEET;

THENCE SOUTH 07 DEGREES 52 MINUTES 26 SECONDS WEST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 822.09 FEET;

THENCE SOUTH 05 DEGREES 39 MINUTES 20 SECONDS WEST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 454.60 FEET;

THENCE SOUTH 11 DEGREES 09 MINUTES 40 SECONDS WEST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1479.42 FEET;

THENCE NORTH 78 DEGREES 21 MINUTES 16 SECONDS WEST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 4.69 FEET;

THENCE SOUTH 11 DEGREES 33 MINUTES 43 SECONDS WEST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 663.22 FEET;

THENCE SOUTH 15 DEGREES 08 MINUTES 51 SECONDS WEST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 951.86 FEET;

THENCE SOUTH 20 DEGREES 06 MINUTES 54 SECONDS WEST AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 493.12 FEET;

THENCE NORTH 86 DEGREES 08 MINUTES 32 SECONDS WEST ALONG A NORTHERLY RIGHT OF WAY LINE OF THOMAS ROAD, A DISTANCE OF 554.23 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 30 SECONDS EAST PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2207.01 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 37 SECONDS EAST PARALLEL TO AND 33.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2533.11 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "2"  
LEGAL DESCRIPTION  
TEMPORARY DRAINAGE EASEMENT

Page 1 of 2

All that certain lot, tract, or parcel of land, situated in a portion of the Northwest Quarter of Section 25, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

**COMMENCING** at a found City of Goodyear brass cap flush for the Northwest corner of said Section 25, from which a found aluminum cap for the West Quarter corner of said Section 25 bears South 00 deg. 17 min. 08 sec. West (Basis of Bearings) - 2641.42 feet;

**THENCE** South 00 deg. 17 min. 08 sec. West along the West line of the Northwest Quarter of said Section 25, a distance of 1497.74 feet;

**THENCE** North 89 deg. 42 min. 52 sec. West departing said West line, a distance of 55.00 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** South 89 deg. 42 min. 52 sec. East departing said West line, a distance of 201.35 feet;

**THENCE** South 00 deg. 17 min. 08 sec. West, a distance of 176.02 feet;

**THENCE** North 89 deg. 42 min. 52 sec. West, a distance of 201.35 feet;

**THENCE** North 00 deg. 17 min. 08 sec. East being 55.00 feet East of and parallel with the West line of the Northwest Quarter of said Section 25, a distance of 176.02 feet to the **POINT OF BEGINNING**, containing 35,441 square feet or 0.814 acres of land, more or less.

Exhibit attached and made a part hereof.



EXPIRES 3/31/2019

**POINT OF  
COMMENCING**

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°42'52"E	55.00'
L2	S89°42'52"E	201.35'
L3	S00°17'08"W	176.02'
L4	N89°42'52"W	201.35'
L5	N00°17'08"E	176.02'

CITY OF GOODYEAR  
2003-0588322, MCR

S 00°17'08" W 2641.42'  
BASIS OF BEARINGS

WEST LINE OF THE NW 1/4 OF SEC. 25, T2N, R2W

N. COTTON LANE

1143.68'

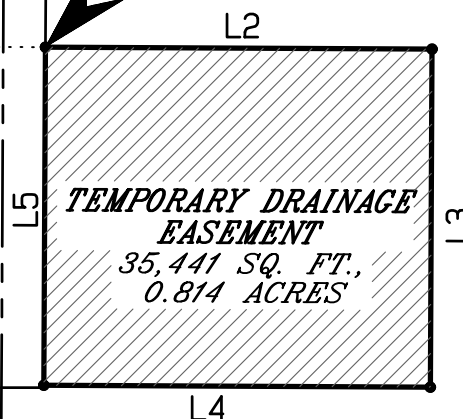
1497.74'

FUTURE R/W LINE

33' R/W PER  
BK. 3 OF ROAD MAPS, PG. 32, MCR  
BK. 5 OF ROAD MAPS, PG. 34, MCR

RP PV V. LLC  
2010-0605238, MCR

**POINT OF  
BEGINNING**



### MONUMENT NOTES

- [2] FOUND CITY OF GOODYEAR BRASS CAP FLUSH  
NORTHWEST CORNER OF SECTION 25, T2N R2W,  
AT THE INTERSECTION OF INDIAN SCHOOL ROAD  
AND COTTON LANE
- [3] FOUND ALUMINUM CAP WEST QUARTER CORNER  
OF SECTION 25, T2N, R2W, ALONG COTTON LANE.

GRAPHIC SCALE 1"=100'



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**EXHIBIT "A"**  
**TEMPORARY DRAINAGE EASEMENT**  
**PORTION OF THE NORTHWEST QUARTER OF SECTION 25, T2N, R2W**  
**OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA**

**GOODWIN AND  
MARSHALL INC.**

**CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS**  
**2705 S. ALMA SCHOOL RD. #2, CHANDLER, AZ 85286**  
**(602) 218-7285**

Scale : 1"=100'  
Date : 10/6/2017  
Job No. : 10590A  
Drafted : B.A.J.  
Checked : J.N.R.



EXPIRES 3/31/2019