

When recorded return to:

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

TEMPORARY NONEXCLUSIVE SLOPE EASEMENT
TO CONSTRUCT AND MAINTAIN
BANK STABILIZATION FACILITIES

(Installation of Bank Stabilization Improvements
With Owner's Right to Modify)

THIS TEMPORARY NONEXCLUSIVE SLOPE EASEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, by and between the City of Goodyear, a municipal corporation of the State of Arizona ("City"), Fulton Homes Corporation, an Arizona corporation, ("Fulton") and Estrella Commons Homeowners Association, an Arizona non-profit corporation ("ECA") for the purposes herein stated. (Fulton and ECA may be referred to hereinafter collectively as the "Benefitted Parties") (The City, Fulton and ECA may be referred to hereinafter collectively as the "Parties")

RECITALS

A. The City is the record owner of certain real property described and depicted on Exhibit A, Parcels 1, 2 and 3, attached hereto and incorporated herein by this reference ("City Property").

B. Portions of the City Property are within the Bullard Wash. Portions of Bullard Wash have previously been graded to contain storm water in a more channelized manner.

C. Fulton is the record owner of certain real property described and depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "Fulton Property") and ECA is the record owner of certain real property described and depicted in Exhibit C (the "ECA Property") (collectively the Fulton Property and the ECA Property are referred to as the "Benefitted Property"), which is located adjacent to the western boundary of the City Property.

D. The Benefitted Property is being developed as a residential subdivision which is part of the Estrella Commons Master Planned Development ("Project").

E. Portions of the eastern side of the Benefitted Property are located within a flood zone.

F. The City plans to develop the City Property in the future as part of the Bullard Wash linear park improvements, thereby removing portions of the Benefitted Property from the flood zone. However, the date of these future improvements is unknown at this time.

G. In the interim, Fulton has elected to complete certain bank stabilization improvements along the western bank of the Bullard Wash Channel including grading, adding fill dirt to the eastern portion of the Benefitted Property along with providing bank stabilization on the City Property ("Improvements").

H. This Agreement will provide the temporary non-exclusive right to construct, install, operate, inspect, maintain, repair, replace and remove the Improvements as per plans for work within the Easement Area approved by the Goodyear City Engineer or his/her designee.

I. City, Fulton and ECA desire to enter into this Agreement for City to grant to Fulton and ECA a temporary, nonexclusive easement through, over, under, upon, in, across and along the areas depicted and described in Exhibit "D" attached hereto and incorporated herein by this reference ("Easement Area")

AGREEMENT

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

1. Grant of Easement. Subject to the terms and conditions of this Agreement, the City hereby grants and conveys to Fulton and ECA or their respective authorized contractors and subcontractors, a temporary nonexclusive easement ("Easement") through, over, under, upon, in, across and along the Easement Area solely for the purposes of accessing, grading, locating, constructing, installing, operating, inspecting, maintaining, repairing, replacing, and removing Improvements within the Easement Area.

The rights and privileges granted herein are limited to Fulton, ECA and their authorized contractors and subcontractors for: accessing, grading, locating, constructing, installing, operating, inspecting, maintaining, repairing, replacing and removing the Improvements. Fulton, ECA and their respective authorized contractors and subcontractors shall have uninterrupted and unimpeded right of ingress and egress as may be reasonably necessary or desirable to permit such activities and 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 and construction of the Improvements.

2. Reservation. The City reserves for itself and its successors and assigns, all such rights and privileges in the City Property, including the Easement Area as may be used without unreasonably interfering with or abridging the right granted herein. Nothing contained in this Agreement shall prohibit the 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 not impair the rights granted herein.

3. General Requirements. All work undertaken, and all Improvements installed and constructed pursuant to the rights granted under this Agreement shall be in accordance with plans for work within the Easement Area approved by the Goodyear City Engineer or his/her designee and 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 Improvements 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. The Benefitted Parties shall at all times employ and cause its contractors and subcontractors to employ "best practices" in the 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. The Benefitted Parties 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 Future Development of the City Property. The Easement granted herein is subject to the right of the City, its successors and assigns to relocate, redesign, remove, move, reshape, or otherwise modify the Improvements constructed within the Easement Area in conjunction with and to facilitate the development of the City Property subject to the terms and conditions set forth in this Paragraph 5. If any portion of the City Property develops, the City shall provide improvements that will be sufficient to maintain the integrity of the bank stabilization as provided by the Improvements. If the Improvements Fulton and/or ECA installs or constructs within the Easement Area are partially relocated, redesigned, removed, moved, reshaped, placed underground or otherwise modified, the City shall provide a replacement temporary slope 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, Fulton and ECA shall execute all documents identified and requested by the 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. Termination. This Agreement and the Easement granted herein shall automatically terminate upon the completion of the Bullard Wash linear park improvements within the Easement Area by the City. Notwithstanding the foregoing automatic termination provision, The Benefitted Parties shall execute all documents identified and requested by the City as being needed to provide record notice of the termination of this Agreement and the Easement granted therein, including a Termination of Easement (the "Termination Documents"). The obligation to execute the Termination documents referred to in this paragraph 5 shall survive the termination of this Agreement and the Easement granted herein.

7. Responsibility for Improvements. The City shall not have any responsibility or liability for the design, location, installation, construction, operation, maintenance or repair of any of the Improvements constructed within the Easement Area pursuant to the rights granted by this Agreement. Fulton and ECA shall be and shall remain responsible for designing, locating, installing, and constructing the Improvements. Except as otherwise expressly provided herein, the Benefitted Parties shall be jointly and severally responsible for operating, maintaining, inspecting, repairing, and replacing the Improvements in accordance with plans for work within the Easement Area approved by the Goodyear City Engineer or his/her designee. The Benefitted Parties shall maintain and keep in good repair the Easement Area and the Improvements constructed therein, which includes, but is not limited to, removal of weeds and vegetation. Notwithstanding the foregoing, City shall remain responsible for design, location, installation, construction, operation, maintenance or repair of any of the improvement it constructs pursuant to Section 5 above.

8. Successors and Assigns. This Agreement shall be for the benefit of and a burden upon the Benefitted Property and shall be covenants running with the land. This Agreement is binding upon and shall insure to the benefit of Fulton and ECA and any person and/or entity that succeeds to or is assigned any interest in all or part of the Benefitted Property except as follows. City, Fulton and ECA hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Benefitted Property for any lot within the Benefitted 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.

9. Release and Waiver and Indemnification. In consideration for the City granting this Easement, Fulton and ECA, their successors and assigns hereby waive and release the City, its elected official, officers, employees, agents, successors and assigns from all liability for any and all claims and damages to the Benefitted Property that result from or allegedly result from or that are in any way related to the design, location, installation, inspection, construction, operation, maintenance, repair or removal of any of the Improvements constructed within the Easement Area except for Improvements constructed by the City. In consideration for the City granting this Easement, Fulton and ECA, 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 the design, location, installation, inspection, construction, operation, maintenance or repair of any of the Improvements constructed within the Easement Area, except those constructed by the City. This provision shall survive the termination of this Agreement.

10. Insurance. ECA, Fulton and Fulton's contractors shall each, 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 \$1,000,000.00 for each occurrence, with an aggregate limit of no less than \$2,000,000.00, insuring against all liability of themselves and their authorized contractors and representatives arising out of claims and damages that result from or allegedly result from or that are in any way related to the design, location, installation, inspection, construction, operation, maintenance, failure to maintain, or removal of any of the Improvements constructed

within the Easement Area except for improvement constructed by the City. Such insurance policy shall name the City as an additional insured thereunder and providing that notice shall be given to the City not less than thirty (30) days prior to cancellation of such policy. Fulton and ECA shall provide the City with certificates evidencing such insurance policies prior to entry onto the Easement Area for the purposes herein stated. Further, Fulton and ECA shall not assign or delegate any of its rights hereunder or permit any contractor, subcontractor or materialman to enter upon the Easement Area for any purpose unless such person or entity is duly licensed, bonded and insured to the extent hereinabove set forth. Fulton and ECA shall maintain evidence on file and shall provide such evidence to the City upon request. Notwithstanding the foregoing, Fulton shall be deemed to be in compliance with the provisions of this section if it maintains a self-insured program that provides the general liability coverage required herein.

11. 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.

12. 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.

13. 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.

14. Notices. All notices to be given by any of the Parties shall be provided all of the Parties and 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

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 Fulton:

Fulton Homes
9140 South Kyrene, Suite 202
Tempe, AZ 85284
Attn: Mr. Norman Nicholls, President

Notices to ECA:

Estrella Commons Homeowners Association
9140 South Kyrene, Suite 202
Tempe, Arizona 85284
Attn: Tom Abraham

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

16. Survival Clauses. All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in here to other provisions in the Agreement. This provision shall survive the termination of this Agreement. .

17. 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.

Signatures, Acknowledgments and Exhibits on following pages

IN WITNESS WHEREOF, City has caused this Temporary Nonexclusive Slope Easement 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: _____
 Georgia Lord
Its: Mayor

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Georgia Lord, as the City Mayor of the City of Goodyear, an Arizona municipal corporation, and that she 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

Approved as to Form:

Attested:

City Attorney

City Clerk

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, FULTON HOMES CORPORATION, an Arizona corporation has caused this Temporary Nonexclusive Slope Easement to be signed by its duly authorized representative as of the date set forth below:

DATE: 4-10-19

FULTON HOMES CORPORATION an Arizona corporation

By: Norman Nichols

Name: Norman Nichols

Title: PRESIDENT

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10 day of April, 2019 by Norm Nichols, as President, of Fulton Homes Corporation, an Arizona corporation, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of the Fulton Homes Corporation, an Arizona corporation.



Melissa Murphy
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, ESTRELLA COMMONS HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation has caused this Temporary Nonexclusive Slope Easement to be signed by its duly authorized representative as of the date set forth below:

DATE: 4-10-19

ESTRELLA COMMONS HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

By: [Signature]

Name: Norman Nicholls

Title: PRESIDENT

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of April, 2019 by Norm Nicholls, as President, of Estrella Commons Homeowners Association, an Arizona non-profit corporation, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of the Estrella Commons Association, an Arizona non-profit corporation.



[Signature]
Notary Public

Exhibits on Following Pages

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Exhibit "A"
City Property
(Parcels 1, 2 and 3)

May 8, 2007
WP # 052511
Page 1 of 2
See Exhibit "A"

PARCEL DESCRIPTION
Estrella Commons
City of Goodyear Drainage Tract

A parcel of land lying within Section 5, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the North quarter corner of said Section 5, a position based on previously located brass cap in handhole, from which the south quarter corner of said section, a 3-inch City of Goodyear brass cap flush, bears South 00°36'00" West (basis of bearing), a distance of 5281.29 feet;

THENCE along the north-south mid-section line of said section, South 00°36'00" West, a distance of 1396.59 feet, to the westerly line of Snyder's of Hanover as shown on the Minor Land Division recorded in Book 828, page 41, Maricopa County Records, (M.C.R.) and the **POINT OF BEGINNING**;

THENCE along said westerly line, South 36°56'40" East, a distance of 171.29 feet;

THENCE South 00°36'00" West, a distance of 392.72 feet;

THENCE leaving said westerly line, North 27°09'40" West, a distance of 281.91 feet;

THENCE North 35°13'11" West, a distance of 142.65 feet;

THENCE North 27°09'37" West, a distance of 260.52 feet, to the southerly right-of-way line of Interstate 10 Freeway;

THENCE along said southerly right-of-way line, South 89°24'28" East, a distance of 209.19 feet;

THENCE continuing along said southerly right-of-way line and the southerly prolongation thereof, South 01°49'09" West, a distance of 36.79 feet, to said westerly line of Snyder's of Hanover;

THENCE leaving said southerly right-of-way line and southerly prolongation thereof, along said westerly line, South 36°56'40" East, a distance of 38.31 feet, to the **POINT OF BEGINNING**.

Containing 1.9424 acres, or 84,609 square feet of land, more or less.

Subject to existing rights-of-way and easements.

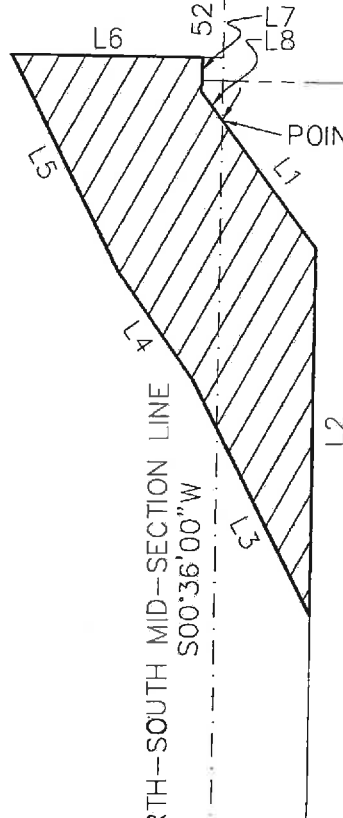
This parcel description is based on the unrecorded ALTA/ACSM Survey of Estrella Commons prepared by Wood/Patel & Associates, Inc., dated March, 2007, job number 052511.03 and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of February, 2007 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\052511 City of Goodyear Drainage Tract_L17.doc



NORTH 1/4 CORNER OF
SECTION 5, T.1N, R.1W.
POSITION BASED ON PREVIOUSLY
LOCATED BRASS CAP IN HANDHOLE
POINT OF COMMENCEMENT

INTERSTATE I-10



POINT OF BEGINNING

SNYDER'S OF HANOVER
BOOK 828, PAGE 41, M.C.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S36°56'40"E	171.29'
L2	S00°36'00"W	392.72'
L3	N27°09'40"W	281.91'
L4	N35°13'11"W	142.65'
L5	N27°09'37"W	260.52'
L6	S89°24'28"E	209.19'
L7	S01°49'09"W	36.79'
L8	S36°56'40"E	38.31'

SOUTH 1/4 CORNER OF
SECTION 5, T.1N, R.1W.
3" CITY OF GOODYEAR
BRASS CAP FLUSH

WOOD/PATEL

2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580

PHOENIX • MESA • TUCSON • GOODYEAR



EXHIBIT "A"

ESTRELLA COMMONS
CITY OF GOODYEAR DRAINAGE TRACT

05-08-07

WP#052511

PAGE 2 OF 2

NOT TO SCALE

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CITY OF GOODYEAR
Engineering Department
195 N. 145th Avenue,
Goodyear, AZ 85338

July 5, 2012
Page 1 of 2

LEGAL DESCRIPTION

Bullard Wash Channel

A portion of that certain parcel of land described in Document 97-0768015 (hereafter referred to as Parcel), Maricopa County Records, lying within Section 5, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Goodyear Brass Cap in Hand Hole marking the Southeast Corner of said Section 5, from which a City of Goodyear Brass Cap in Hand Hole marking the East Quarter Corner of said Section 5 bears North 00°45'24" East (basis of bearing), a distance of 2,629.76 feet;

Thence North 89°26'22" West, a distance of 2,604.89 feet along the South Line of the Southeast Quarter of said Section 5 to the South Quarter Corner of said Section 5;

Thence North 00°36'04" East, a distance of 1,242.00 feet along the West Line of said Southeast Quarter to the North Line of the South 1,242.00 feet of said Section 5;

Thence South 89°26'22" East, a distance of 104.38 feet along said North Line to the East Line of the West 104.38 feet of the East Half of said Section 5, which is also the Southwest Corner of the Parcel and the **POINT OF BEGINNING**;

THENCE North 00°36'04" East a distance of 1,398.54 feet along said East Line of said Parcel to a 1/2 inch rebar with plastic cap stamped "RLS 27239" marking the Northwest Corner of said Parcel.

THENCE South 89°10'51" East, a distance of 300.00 feet along the North Line of said Parcel;

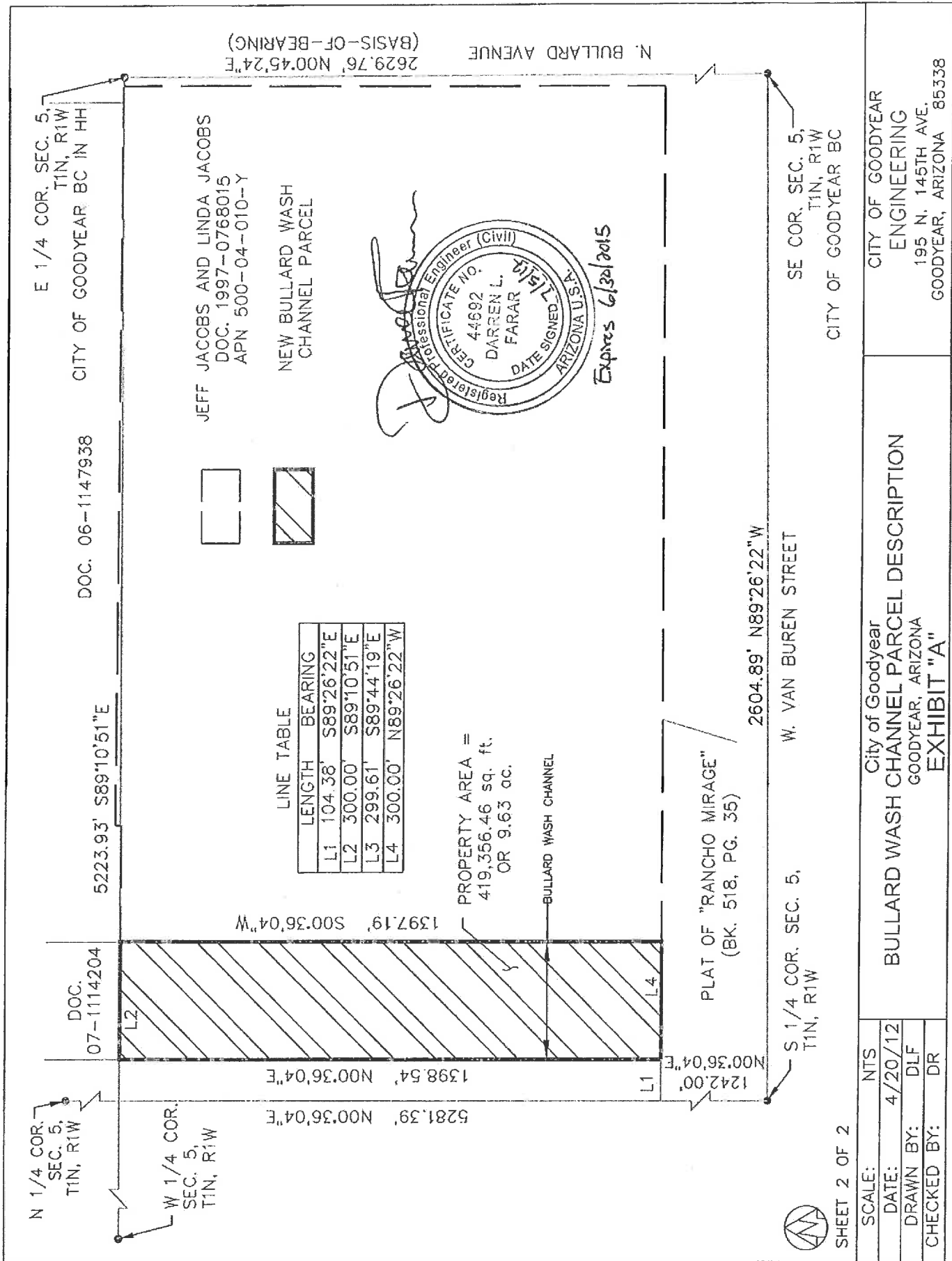
THENCE South 00°36'04" West, a distance of 1397.19 feet to the Southerly Line of said Parcel;

THENCE North 89°26'22" West, a distance of 300.00 feet along the Southerly Line of said Parcel to the **POINT OF BEGINNING**.

Containing 9.63 acres, or 419,356.46 square feet of land, more or less.

Subject to existing rights-of-way and easements.





Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

March 16, 2006
WP # 011489.04
Page 1 of 2
See Exhibit "A"

PARCEL DESCRIPTION
Bullard Wash Channelization Phase II
Proposed Channel Portion of Snyder's of Hanover Snacks, Inc. Property
(APN 500-04-010Z)

A portion of that certain parcel of land described in Document 2000-0941279, Maricopa County Records, (M.C.R.), lying within Section 5, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said document, said point being also the centerline of that certain easement described in Docket 4448, pages 197 and 204, M.C.R., said southwest corner being the **POINT OF BEGINNING**;

THENCE along the westerly line of said document and said centerline, North 00°13'38" West (basis of bearing), a distance of 1108.37 feet;

THENCE North 37°43'41" West, a distance of 209.52 feet;

THENCE North 00°44'49" East, a distance of 36.53 feet, to the southerly right-of-way line of Interstate 10 described in Docket 14471, page 613, M.C.R.;

THENCE leaving said west line and said centerline, along said southerly right-of-way line, North 89°45'36" East, a distance of 22.55 feet;

THENCE North 00°13'38" West, a distance of 3.16 feet;

THENCE North 89°48'05" East, a distance of 135.03 feet;

THENCE leaving said southerly right-of-way line, South 36°43'43" East, a distance of 73.58 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 1150.00 feet, concave westerly, through a central angle of 36°30'04", a distance of 732.63 feet, to the curve's end;

THENCE South 00°13'38" East, a distance of 572.16 feet, to the south line of said Document 2000-0941279, M.C.R.;

THENCE along said south line, South 89°59'42" West, a distance of 300.00 feet, to the **POINT OF BEGINNING**.

Containing 7.9464 acres, or 346,145 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of February, 2006 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Description\011489.04 Bullard Wash Proposed Channel Portion of Snyder's of Hanover Snacks.doc



N89°42'10"E 2619.51'

NORTH 1/4 CORNER OF
SECTION 5, T.1N. R.1W.
2" ALUMINUM CAP STAMPED
MCDOT 2003 37174

NORTHEAST CORNER OF
SECTION 5, T.1N. R.1W.
BRASS CAP IN HANDHOLE
CITY OF GOODYEAR

3" ADOT HWY DIV
ALUMINUM CAP
FLUSH

INTERSTATE 10
DOCKET 14471, PAGE 613, M.C.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°13'38"W	1108.37'
L2	N37°43'41"W	209.52'
L3	N00°44'49"E	36.53'
L4	N89°45'36"E	22.55'
L5	N00°13'38"W	3.16'
L6	N89°48'05"E	135.03'
L7	S36°43'43"E	73.58'
L8	S00°13'38"E	572.16'
L9	S89°59'42"W	300.00'

CURVE TABLE		
CURVE	DELTA	RADIUS
C1	36°30'04"	1150.00'
		732.63'

CENTERLINE MID-SECTION
DOCKET 4448
PAGES 197 AND
204, M.C.R.
N00°13'38"W
2640.03'

CENTER 1/4 OF
SECTION 5, T.1N. R.1W.
1/2" REBAR W/CAP RLS 27239

EAST 1/4 OF
SECTION 5, T.1N. R.1W.
5/8" REBAR W/NO I.D.

SNYDER'S OF HANOVER SNACKS, INC.
DOC. 2000-0941279, M.C.R.
APN 500-04-0102

PROPOSED 300' CHANNEL

POINT OF BEGINNING

DOC. 2000-0941279, M.C.R.

FOUND SURVEY MONUMENTS
AS NOTED

EXHIBIT "A"

BULLARD WASH. CHANNELIZATION PHASE II
PROPOSED CHANNEL PORTION OF
SNYDER'S OF HANOVER SNACKS, INC. PROPERTY (APN 500-04-0102)

03-16-06
WP#011489.04
PAGE 2 OF 2
NOT TO SCALE

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WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
PHOENIX • MESA • TUCSON

Exhibit “B”
Fulton Property

Mar 26, 2019 3:53pm S:\Projects\2016\16-328\Civil\Construction Documents\Exhibit\16-328 - Temp Slope Easement Exhibit.dwg

LEGAL DESCRIPTION OF PHASE 1 FULTON HOMES BENEFITED PROPERTY

LOTS 1 - 305, 319 - 321, 349 - 429, PER "Final Plat of Fulton Homes Estrella Commons - Phase I, A PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA" AS RECORDED IN MCR BOOK 1390 PAGE 47, PLAT MAP 1390PLAT4701-1390PLAT4709.

LEGAL DESCRIPTION PHASE 2 FULTON HOMES BENEFITED PROPERTY

A PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF GOODYEAR BRASS CAP IN A HANDHOLE AT THE WEST QUARTER CORNER OF SAID SECTION 5, FROM WHICH A FLUSH CITY OF GOODYEAR BRASS CAP AT THE NORTHWEST CORNER OF SAID SECTION 5 BEARS NORTH 0 DEGREES 26 MINUTES 05 SECONDS EAST, AT A DISTANCE OF 2638.91 FEET;

THENCE NORTH 0 DEGREES 26 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, 1306.57 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 55 SECONDS EAST, 2144.73 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 238.01 FEET;

THENCE SOUTH 27 DEGREES 09 MINUTES 58 SECONDS EAST, 262.64 FEET;

THENCE SOUTH 35 DEGREES 13 MINUTES 32 SECONDS EAST, 142.65 FEET;

THENCE SOUTH 27 DEGREES 09 MINUTES 58 SECONDS EAST, 281.91 FEET;

THENCE SOUTH 0 DEGREES 35 MINUTES 39 SECONDS WEST, 332.42 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 424.02 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 113.00 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 55 SECONDS EAST, 2.83 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 3.16 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 165.00 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 150.02 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 113.00 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 55 SECONDS EAST, 2.83 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 1.34 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 50.00 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 1.34 FEET;

THENCE NORTH 44 DEGREES 25 MINUTES 05 SECONDS WEST, 2.83 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 236.04 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 55 SECONDS EAST, 2.83 FEET;

THENCE SOUTH 89 DEGREES 25 MINUTES 05 SECONDS EAST, 1.34 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 50.00 FEET;

THENCE NORTH 89 DEGREES 25 MINUTES 05 SECONDS WEST, 9.40 FEET;

THENCE NORTH 0 DEGREES 34 MINUTES 55 SECONDS EAST, 195.00 FEET TO THE POINT OF BEGINNING.

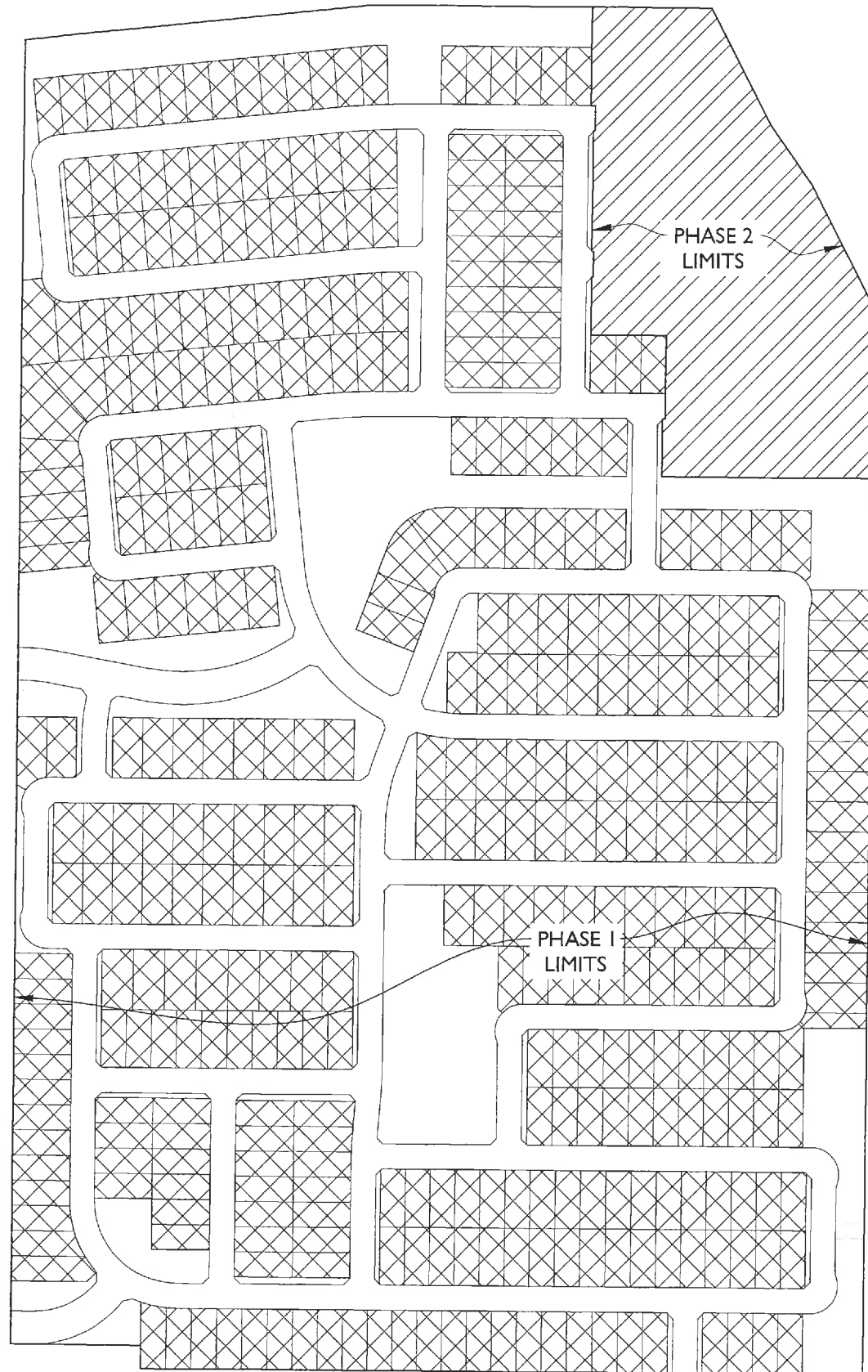
16-328


Fulton Homes Estrella Commons
Temporary Slope Easement


Exhibit B2 - Fulton Benefited Property

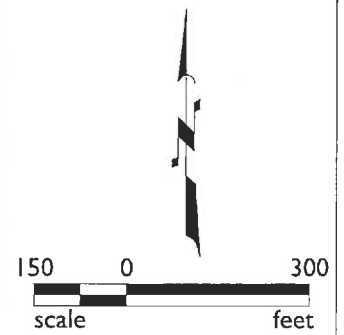


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 PHASE 1 FULTON
BENEFITED AREA
(SEE EXHIBIT B2)

 PHASE 2 FULTON
BENEFITED AREA
(SEE EXHIBIT B2)



16-328

Fulton Homes Estrella Commons
Temporary Slope Easement
Exhibit B1 - Fulton Benefited Property



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Exhibit "C"
ECA Property

LEGAL DESCRIPTION OF PHASE 1 HOA BENEFITED PROPERTY

TRACTS A - LL, PER "Final Plat of Fulton Homes Estrella Commons - Phase I, A PORTION OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA" AS RECORDED IN MCR BOOK 1390 PAGE 47, PLAT MAP 1390PLAT4701-1390PLAT4709.

Mar 26, 2019 3:53pm S:\Projects\2016\16-328\Civil\Construction Documents\Exhibit\16-328 -- Temp Slope Easement Exhibits.dwg

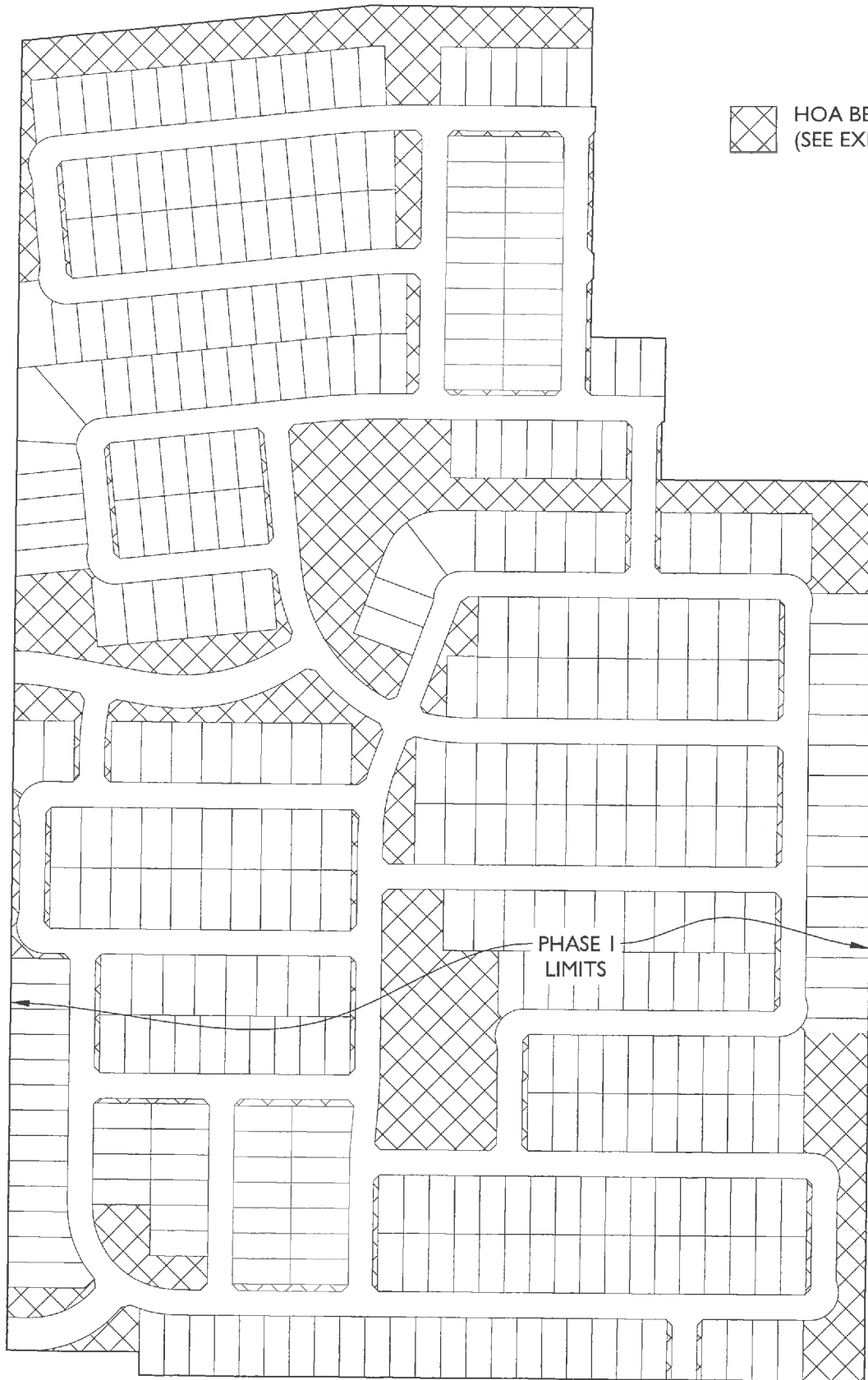
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Fulton Homes Estrella Commons
Temporary Slope Easement

Exhibit C2 - Estrella Common HOA Benefited Property

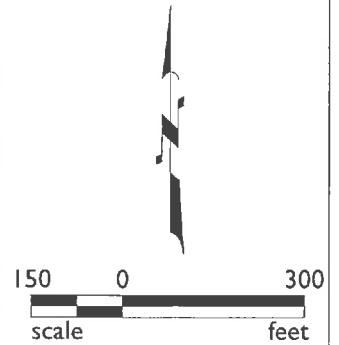


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 HOA BENEFITED TRACT AREA
(SEE EXHIBIT C2)

PHASE I
LIMITS



16-328

Fulton Homes Estrella Commons
Temporary Slope Easement

Exhibit C1 - Estrella Common HOA Benefited Property



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**Legal Description
Estrella Commons
Grading Easement**

Job No. 16-238

November 2, 2017

Parcel No. 1

A portion of Section 5, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a flush City of Goodyear brass cap at the northwest corner of said Section 5, from which a City of Goodyear brass cap in a handhole at the west quarter corner of said Section 5, bears South 0 degrees 26 minutes 05 seconds West, at a distance of 2638.91 feet;

thence South 0 degrees 26 minutes 05 seconds West, along the west line of the Northwest Quarter of said Section 5, 1326.83 feet;

thence South 89 degrees 25 minutes 05 seconds East, 1703.20 feet to an angle point in the south line of the Interstate 10 right of way;

thence continuing South 89 degrees 25 minutes 05 seconds East, along said south line, 679.55 feet to the POINT OF BEGINNING;

thence continuing South 89 degrees 25 minutes 05 seconds East, along said south line, 18.08 feet;

thence South 27 degrees 09 minutes 58 seconds East, 253.10 feet;

thence South 35 degrees 13 minutes 32 seconds East, 142.65 feet;

thence South 27 degrees 09 minutes 58 seconds East, 286.99 feet;

thence South 0 degrees 35 minutes 39 seconds West, 2116.31 feet to a point on the north line of Rancho Mirage, as recorded in Book 518 of Maps, Page 35, records of Maricopa County, Arizona;

thence North 89 degrees 24 minutes 21 seconds West, along said north line, 16.00 feet;

thence North 0 degrees 35 minutes 39 seconds East, 2112.36 feet;

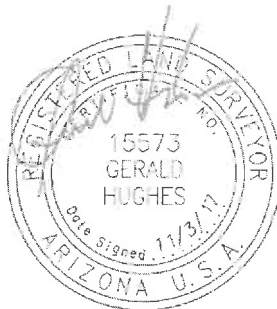
thence North 27 degrees 09 minutes 58 seconds West, 281.91 feet;

thence North 35 degrees 13 minutes 32 seconds West, 142.65 feet;



thence North 27 degrees 09 minutes 58 seconds West, 262.64 feet to the POINT OF BEGINNING.

An area containing 44,789 square feet or 1.0282 acres, more or less.



EXPIRES: 3/31/2018

ESTRELLA PARKWAY

NORTHWEST CORNER
SECTION 5, T1N, R1W
FOUND CITY OF GOODYEAR
FLUSH BRASS CAP

S0°26'05"W 2638.91'
1326.83'
1312.09'

WEST QUARTER CORNER
SECTION 5, T1N, R1W
FOUND CITY OF GOODYEAR
BRASS CAP IN HANDHOLE

I-10 PAPAGO FREEWAY

S89°25'05"E
1703.20'

S89°25'05"E
679.55'

POINT OF
BEGINNING

S89°25'05"E 18.08'

N27°09'58"W 262.64'
S27°09'58"E 253.10'

CITY OF GOODYEAR
DOCUMENT 2007112889

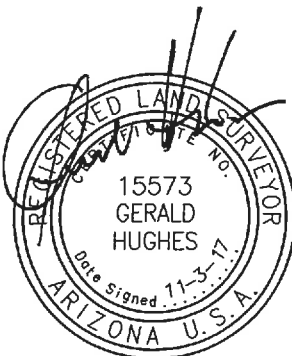
ESTRELLA COMMONS
PHASE 2

N35°13'32"W 142.65'
S35°13'32"E 142.65'

PARCEL NO. 1

N27°09'58"W 281.91'
S27°09'58"E 286.99'

CITY OF GOODYEAR
DOC. NO. 2007114204



EXPIRES: 3/31/2018

MATCH LINE SEE SHEET 2 OF 2

SHEET 2 OF 2



N.T.S.

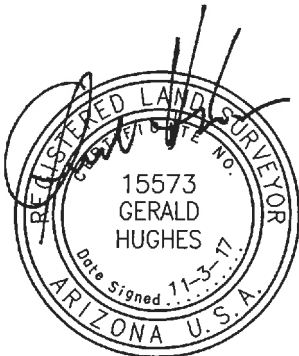
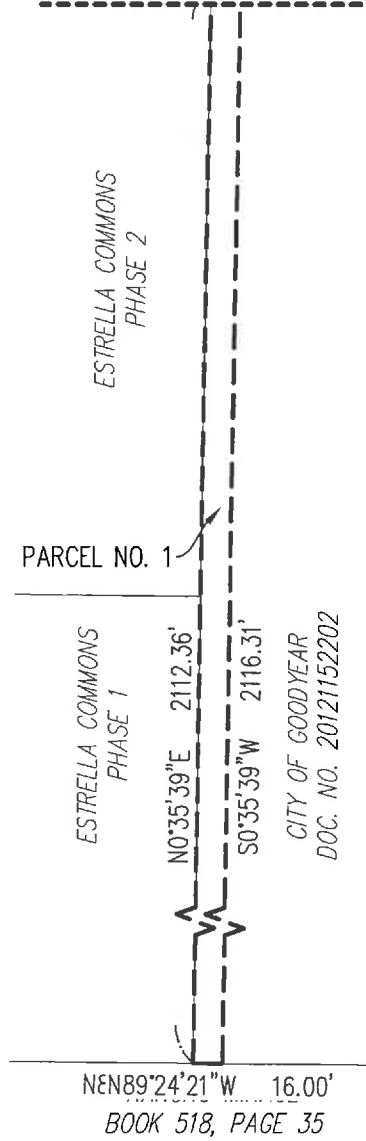
16-328

EXHIBIT

ESTRELLA COMMONS
GRADING EASEMENT



MATCH LINE SEE SHEET 1 OF 2



EXPIRES: 3/31/2018

SHEET 2 OF 2



16-328

EXHIBIT

ESTRELLA COMMONS
GRADING EASEMENT

