

Pinal County
Public Works Department
PO Box 727
Florence, AZ 85132

EXEMPT ARS 11-1134.A2

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

Project: **Kenworthy Road Project**

Assessor's Parcel No. **104-27-004B**

This Temporary Construction Easement and Agreement ("Easement") is entered into this 28th day of October 2022, by and between the following parties, and shall become effective upon acceptance by the Pinal County Board of Supervisors.

GRANTOR: Midwest Land Trust LLC, a Delaware limited liability company

GRANTEE: Pinal County, a political subdivision of the State of Arizona

RECITALS:

- A. GRANTOR represents that it is the owner of the parcel of real property ("Property") as legally described on Exhibit "A" attached hereto and incorporated herein.
- B. The subject Property is so situated that it must be utilized for the construction of certain features of the Kenworthy Road Project ("Project").

NOW, THEREFORE, GRANTOR, who is in possession of the Property, hereby grants to GRANTEE a permit for a Right-of-Entry and a Temporary Construction Easement upon the following terms and conditions:

1. Each and every recital set forth is incorporated in the full text hereof as though fully restated.
2. GRANTEE agrees to pay GRANTOR the sum of One hundred and no/100 Dollars (\$100.00), in advance of construction for the full term of this Agreement. This Easement will remain in effect until the completion of the Project, or written notification by GRANTEE, but in no event to exceed beyond **June 30, 2024**.
3. A Right-of-Entry and Temporary Construction Easement and Agreement is hereby granted to GRANTEE on, over, under and across the Property. GRANTOR hereby reserves all such rights and privileges in the Property as may be used and enjoyed by GRANTOR without interfering with or abridging the rights conveyed to GRANTEE, and subject also to all existing easements for public roads and highways, public utilities, and pipelines.
4. The purpose of this Temporary Construction Easement and Agreement is to allow GRANTEE to construct a fence and for road improvements, including all incidental purposes consistent therewith, in connection with the Project.
5. All tools, equipment, supplies and other property taken upon or placed upon the land by GRANTEE, shall remain the property of GRANTEE, and may be removed by GRANTEE at any time within the period of this Easement.
6. GRANTOR hereby covenants that he is granting this Temporary Construction Easement and Agreement only to the extent of any interest he may have in the Property.
7. GRANTEE agrees to indemnify GRANTOR for all direct damages to the real property, personal property, or physical injury to persons or the property of GRANTOR, as described in Exhibit "A" caused by or arising from the proximate result of the activities of GRANTEE, its officers, employees, agents, or contractors in the exercise of GRANTEE'S rights pursuant to the terms of this Easement.
8. GRANTEE shall have the right to authorize, permit, and license the use of the Property for utilities or other public purposes not inconsistent with its use as a temporary construction easement and right-of-entry as determined by GRANTEE.
9. This Easement shall run with the land and shall be binding upon the parties.

RECOMMENDED FOR APPROVAL:

Chairman of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
OVER A PART OF APN 104-27-004B

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 21, BEARS NORTH 00 DEGREES 13 MINUTES 10 SECONDS WEST, A DISTANCE OF 2641.09 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, NORTH 89 DEGREES 30 MINUTES 27 SECONDS EAST, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 13 MINUTES 10 SECONDS WEST, A DISTANCE OF 707.35 FEET;

THENCE NORTH 44 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 35.34 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN DOCUMENT RECORDED AS FEE NO. 1999-025702, RECORDS OF PINAL COUNTY, ARIZONA;

THENCE UPON AND WITH THE NORTH LINE OF SAID FEE NO., NORTH 89 DEGREES 49 MINUTES 45 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, A DISTANCE OF 35.89 FEET;

THENCE SOUTH 44 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, A DISTANCE OF 580.00 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, A DISTANCE OF 10.00 FEET;

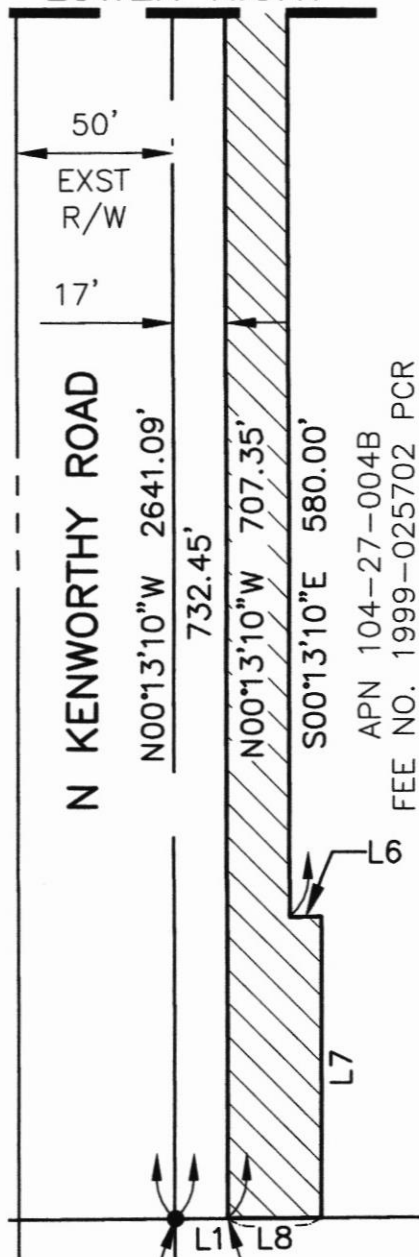
THENCE SOUTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, A DISTANCE OF 96.29 FEET TO THE SOUTH LINE OF THE AFORESAID SOUTHWEST QUARTER OF SECTION 21;

THENCE UPON AND WITH SAID SOUTH LINE, SOUTH 89 DEGREES 30 MINUTES 27 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 16,214 SQUARE FEET OR 0.372 ACRES OF LAND, MORE OR LESS.



THIS IS NOT A PROPERTY BOUNDARY SURVEY.

MATCHLINE
LOWER RIGHT



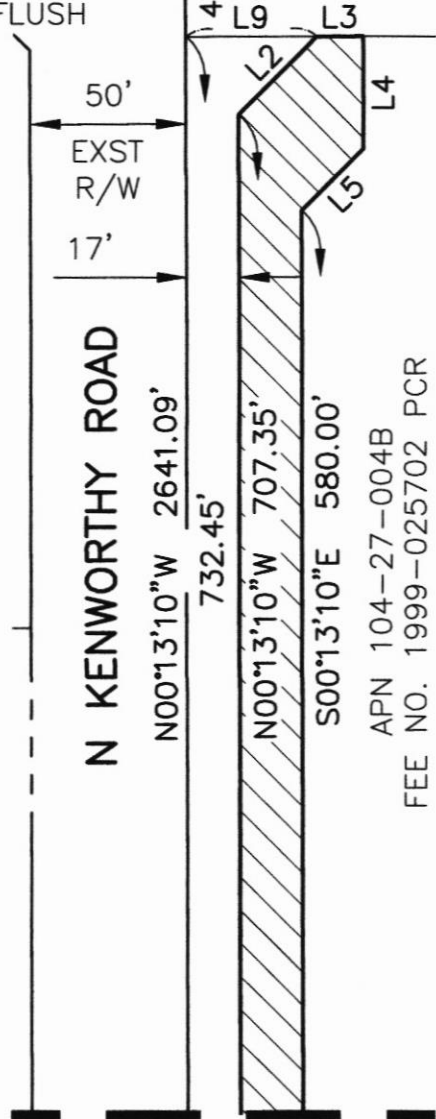
FND REBAR
W 1/4 COR
SEC 21, T2S, R8E

CHANDLER
HEIGHTS RD

SHERRY LN

FND PINAL COUNTY
HIGHWAY DEPARTMENT
BRASS CAP FLUSH

APN 104-27-004B
FEE NO. 1999-025702 PCR



N KENWORTHY ROAD

APN 104-27-004B
FEE NO. 1999-025702 PCR



NTS

PARCEL AREA:
16,214 SF OR
0.372 ACRES

FND IRON PIPE SWC
SEC 21, T2S, R8E
POINT OF
COMMENCEMENT

POINT OF
BEGINNING

MATCHLINE
UPPER LEFT

DIBBLE



EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 104-27-004B

A PART OF SOUTHWEST 1/4 SECTION 21,
T2S, R8E, GILA & SALT RIVER MERIDIAN,
PINAL COUNTY, ARIZONA

Dibble Project No
1021042.01

DATE: JUL 2022

DRN: BAR CHK: CSD

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LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°30'27"E	17.00'
L2	N44°48'23"E	35.34'
L3	N89°49'45"E	15.00'
L4	S00°13'10"E	35.89'
L5	S44°46'50"W	28.28'
L6	N89°46'50"E	10.00'
L7	S00°13'10"E	96.29'
L8	S89°30'27"W	30.00'
L9	N89°49'45"E	42.00'

DIBBLE

Dibble Project No
1021042.01



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T2S, R8E, GILA & SALT RIVER MERIDIAN,
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