

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ 85132

TEMPORARY DRAINAGE EASEMENT

EXEMPT: A.R.S. § 11-1134(A)(2)

THAT, **SKYHI HOLDINGS, LLC, Arizona limited liability company**, as Grantor, does hereby grant and convey to **PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona**, as Grantee, a public non-exclusive temporary drainage easement upon, over, across and through that certain parcel of land situated in Pinal County, Arizona, and described in the attached Exhibit A and made part hereof.

The temporary drainage easement shall be for any drainage purpose including without limitation retention, detention, conveyance and storage of water flows. No use by the Grantor of the area subject to the Temporary Drainage Easement shall prohibit or interfere with the drainage use by the public. No use shall be permitted within the drainage easement which would prohibit or interfere with the drainage use.

Maintenance of the drainage easement shall be the responsibility of the Grantor. Should Grantor not adequately maintain the drainage easement, the governing entity having jurisdiction over the area which the drainage easement is located, at its discretion, may enter upon and maintain the drainage easement and charge Grantor the cost of maintenance. Grantor shall have the responsibility to construct, operate, maintain, remove and replace all pipes, mains and water drainage, storage systems and facilities necessary in connection therewith.

The rights, easements and privileges herein granted and conveyed are temporary and shall terminate upon the recording in the Official Records of Pinal County, Arizona of a subdivision plat and/or map of dedication or other instrument, approved by Pinal County or any other governmental entity having authority over the easement area, dedicating, granting or otherwise creating a permanent drainage easement that is generally comparable to the drainage provided by the easement area hereunder. Upon the occurrence of any of the foregoing, the rights, easements and privileges granted and conveyed in this Agreement shall be deemed terminated and of no further force or effect.

The Provisions of the above are intended to be self-operative and any title insurer can rely on any termination effected by said paragraph when issuing any commitment to insure, or when issuing a title policy in respect of, any portion of the easement area. Nevertheless, notwithstanding that a specific termination instrument is not required to be recorded, to confirm the termination of the rights, easements and privileges herein granted and conveyed, Grantor shall deliver to Pinal County upon the termination of the temporary drainage easement in accordance with above, an instrument to be recorded in the office of the County Recorder of Pinal County, Arizona, confirming that the temporary drainage easement created hereby has been terminated in its entirety pursuant to the provisions above.

All provisions herein shall be binding upon the heirs, successors and assigns of the Grantor.

DATED this 19 day of SEPTEMBER, 2023.

Signature of **GRANTOR(s)**:

SKYHI HOLDINGS, LLC, Arizona limited liability company

By: Peggy Galeb
Its: Manager

By: _____


Signature

INSERT CALIFORNIA NOTARY BLOCK HERE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

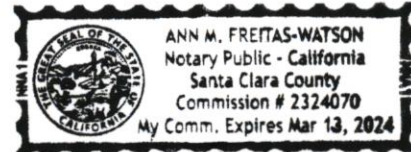
On 9/19/2023 before me, Ann M. Freitas-Watson, Notary Public
(insert name and title of the officer)

personally appeared Peggy Galeb,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



GRANTEE:

PINAL COUNTY, ARIZONA, a political
subdivision of the State of Arizona

Chairman of the Board

ATTEST:

Deputy/Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT A
Legal Description – Temporary Drainage Easement

See following pages



Exhibit "A"
Borgata at San Tan
Temporary Grading and Drainage Easement

Job No. 21-0512

June 5, 2023

Five Temporary Grading and Drainage easement parcels located in the South Half of Section 2, Township 3 South, Range 7 East of the Gila and Salt River Meridian, Pinal County, Arizona, and being more particularly described as follows:

Easement 1:

Commencing at the South quarter corner of said Section 2, being a 1-inch iron pipe, from which the Southwest corner of said Section 2, being a Pinal County Highway Department brass cap in hand hole, bears North 89 degrees 45 minutes 43 seconds East, 2,650.52 feet (**Basis of Bearing**);

Thence along the South line of the Southeast quarter of said Section 2, North 89 Degrees 45 Minutes 43 Seconds East, 60.13 feet;

Thence departing said South line, North 00 Degrees 14 Minutes 16 Seconds West, 675.00 feet to the **Point of Beginning 1** also being a non-tangent curve, concave to the right, having a radius of 1,452.00 feet, the center of which bears South 82 Degrees 59 Minutes 42 Seconds East;

Thence Northeasterly along said curve, through a central angle of 06 Degrees 16 Minutes 15 Seconds, and an arc length of 158.91 to a point hereinafter known as "**POINT A**";

Thence South 75 Degrees 10 Minutes 20 Seconds East, 50.27 feet;

Thence South 14 Degrees 49 Minutes 40 Seconds West, 116.13 feet;

Thence South 75 Degrees 10 Minutes 20 Seconds East, 57.41 feet;

Thence South 00 Degrees 14 Minutes 16 Seconds East, 16.11 feet;

Thence South 89 Degrees 45 Minutes 44 Seconds West, 102.42 feet, to the **POINT OF BEGINNING 1**.

Said **Easement 1** portion of land containing 8,410 square feet, or 0.1931 acres, more or less,

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Together with **Easement 2:**

Commencing at the aforementioned "**POINT A**";

Thence North 17 Degrees 50 Minutes 44 Seconds East, 231.38 feet to the **POINT OF BEGINNING 2**, to a non-tangent curve, concave Southeasterly, the center of which bears South 67 Degrees 35 Minutes 04 Seconds East, a distance of 1452.00 feet;

Thence along said curve to the right, through a central angle of 04 Degrees 37 Minutes 56 Seconds, and an arc distance of 117.39 feet to a point hereinafter known as "**POINT B**";

Thence South 65 Degrees 34 Minutes 54 Seconds East, 65.37 feet;

Thence South 20 Degrees 04 Minutes 18 Seconds West, 115.45 feet;

Thence North 67 Degrees 17 Minutes 35 Seconds West, 74.79 feet, to the **POINT OF BEGINNING 2**.

Said **Easement 2** portion of land containing 8,242 square feet, or 0.18921 acres,

Together with **Easement 3:**

Commencing at the aforementioned "**POINT B**".

Thence North 37 Degrees 34 Minutes 12 Seconds East, 386.28 feet to the **POINT OF BEGINNING 3**

Thence North 40 Degrees 36 Minutes 49 Seconds East, 150.29 feet, to the beginning of a tangent curve, concave to the right, having a radius of 32.00 feet;

Thence Northeasterly along said curve, through a central angle of 90 Degrees 00 Minutes 00 Seconds, and an arc length of 50.27 feet to a tangent line;

Thence South 49 Degrees 23 Minutes 11 Seconds East, 148.98 feet, to a point hereinafter known as "**POINT C**";

Thence South 40 Degrees 36 Minutes 49 Seconds West, 26.85 feet;

Thence South 85 Degrees 00 Minutes 49 Seconds West, 217.57 feet;

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Thence North 49 Degrees 23 Minutes 11 Seconds West, 28.75 feet, **POINT OF BEGINNING 3;**

Said **Easement 3** portion of land containing 20,939 square feet, or 0.480693 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

Together with **Easement 4:**

Commencing at the aforementioned "**POINT C**";

Thence South 49 Degrees 23 Minutes 11 Seconds East, 518.70 feet to the **POINT OF BEGINNING 4;**

Thence continuing South 49 Degrees 23 Minutes 11 Seconds East, 219.54 feet to a point hereinafter known as "**POINT D**";

Thence South 40 Degrees 36 Minutes 49 Seconds West, 107.72 feet;

Thence North 49 Degrees 12 Minutes 31 Seconds West, 219.54 feet;

Thence North 40 Degrees 36 Minutes 49 Seconds East, 107.04 feet to the **POINT OF BEGINNING 4.**

Said **Easement 4** contains 23,573 square feet, or 0.5412 acres, more or less.

Together with **Easement 5:**

Commencing at the aforementioned "**POINT D**";

Thence South 49 Degrees 23 Minutes 11 Seconds East, 771.54 feet to the **POINT OF BEGINNING 5;**

Thence continuing South 49 Degrees 23 Minutes 11 Seconds East, 74.27 feet to the beginning of a tangent curve, concave Westerly, with radius of 25.00 feet;

Thence along said curve to the right, through central angle 89 Degrees 59 Minutes 56 Seconds, an arc distance of 39.27 feet;

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Thence South 40 Degrees 36 Minutes 46 Seconds West, 23.70 feet to the beginning of a tangent curve, concave Southeasterly, with radius of 263.00 feet;

Thence along said curve to the left, through central angle of 05 Degrees 24 Minutes 09 Seconds, an arc distance of 24.80 feet;

Thence North 51 Degrees 21 Minutes 41 Seconds West, 100.49 feet;

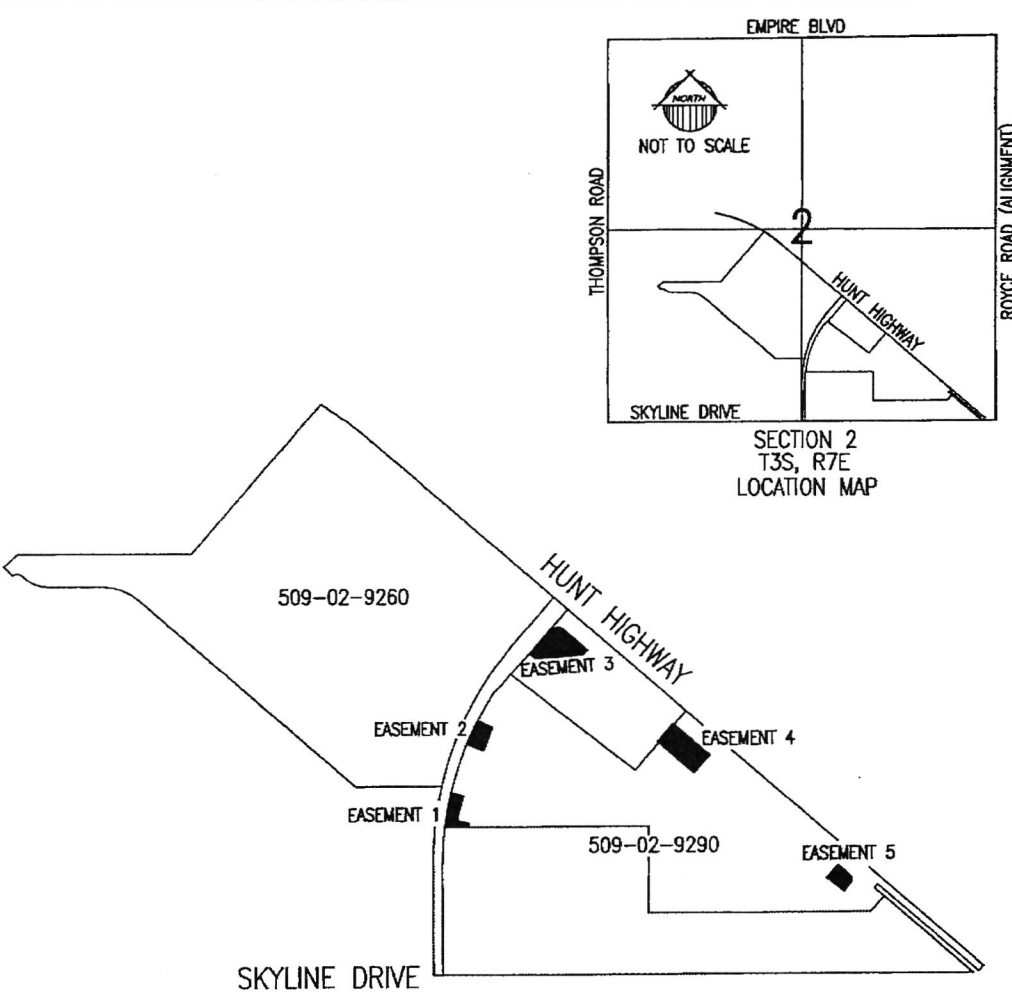
Thence North 40 Degrees 36 Minutes 49 Seconds East, 76.92 feet to the **POINT OF BEGINNING 5**.

Said **Easement 5** contains 7,341 square feet, or 0.1685 acres, more or less.



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EASEMENT DETAIL

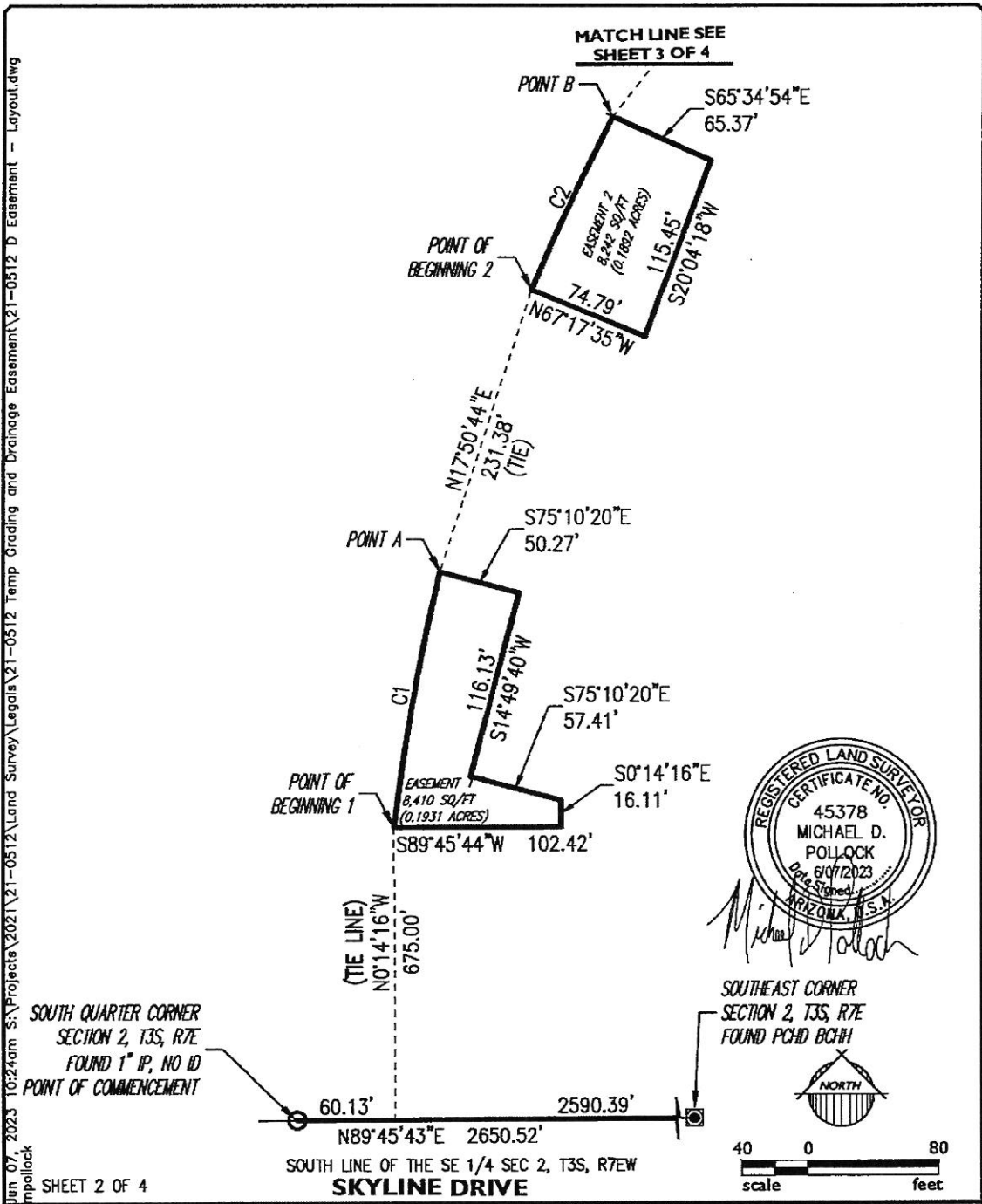
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SHEET 1 OF 5

21-0512	TEMPORARY GRADING AND DRAINAGE EASEMENT		1130 N. Alma School Rd. Ste. 120 Mesa, AZ 85201 T:480.503.2250 F:480.503.2259 www.epsgroupinc.com
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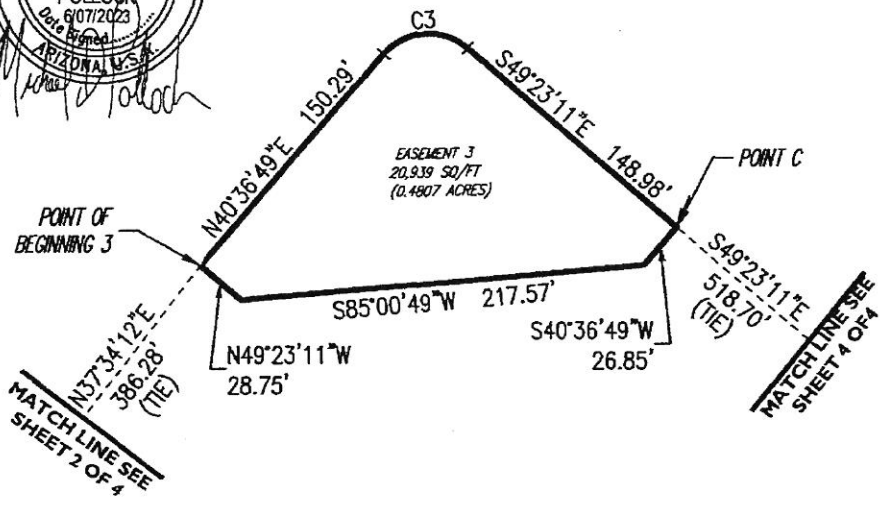
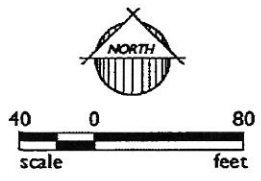
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SHEET 2 OF 4

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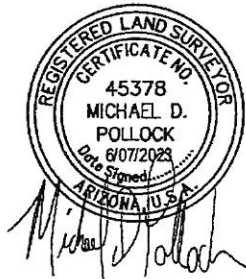
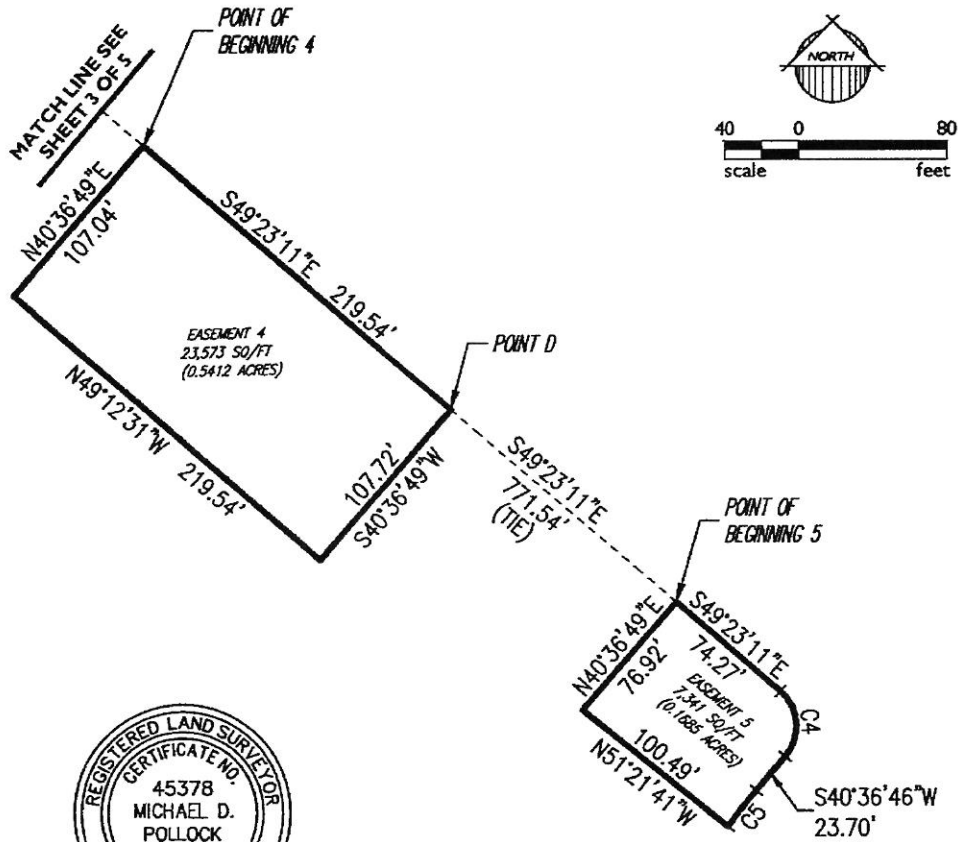


CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	158.91'	1452.00'	6°16'15"	79.54'	158.84'	S10°08'25"W
C2	117.39'	1452.00'	4°37'56"	58.73'	117.36'	S24°43'54"W
C3	50.27'	32.00'	90°00'00"	32.00'	45.25'	N85°36'49"E
C4	39.27'	25.00'	89°59'56"	25.00'	35.36'	S04°23'13"E
C5	24.80'	263.00'	5°24'09"	12.41'	24.79'	S37°54'41"W

SHEET 3 OF 4

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SHEET 4 OF 4

21-0512

TEMPORARY GRADING AND DRAINAGE EASEMENT

EXHIBIT "A"



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