

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, WOLFCOR, L.L.C., an 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 reasonable 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 19th day of June, 2024.

Signature of **GRANTOR:**

WOLFCOR, L.L.C., an Arizona Limited Liability Company

By: Penny Wolfswinkel
Its: Member/Manager

Penny Wolfswinkel
Signature

By: Kathy Aleman
Its: Member/Manager

Kathy Aleman
Signature

NOTARY ACKNOWLEDGE PAGE FOLLOWS

State of ARIZONA _____)
County of Maricopa _____) ss.

The foregoing Warranty Deed was acknowledged before me this 19th day of June, 2024, by Tenny Wolfswinkel, Member/Manager of Wolfcor, L.L.C., an Arizona Limited Liability Company, for and on behalf thereof.



Shari K. Olson
Notary Public

My Commission Expires: 8/31/25

State of ARIZONA _____)
County of Maricopa _____) ss.

The foregoing Warranty Deed was acknowledged before me this 19th day of June, 2024, by Kathy Aleman, Member/Manager of Wolfcor, L.L.C., an Arizona Limited Liability Company, for and on behalf thereof.



Shari K. Olson
Notary Public

My Commission Expires: 8/31/25

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 – See following pages



EXHIBIT "A"
PINAL COUNTY, AZ - APN 210-23-001F
TEMPORARY DRAINAGE EASEMENT

Job No. 21-0006

September 11, 2023

An Easement located in the Northwest Quarter of Section 23, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 23, being an aluminum cap flush, from which the West Quarter Corner of said Section 23, being a brass cap in hand hole, bears South 02 degrees 17 minutes 52 seconds East, 2648.99 feet (**BASIS OF BEARING**);

Thence along the West line of the Northwest Quarter of said Section 23, South 02 degrees 17 minutes 52 seconds East, 107.27 feet;

Thence departing said West line, North 87 degrees 42 minutes 08 seconds East, 63.00 feet to the **POINT OF BEGINNING**;

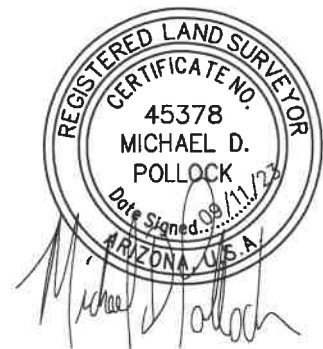
Thence North 89 degrees 42 minutes 16 seconds East, 50.03 feet;

Thence South 02 degrees 17 minutes 52 seconds East, 655.22 feet;

Thence South 89 degrees 42 minutes 16 seconds West, 50.03 feet;

Thence North 02 degrees 17 minutes 52 seconds West, 655.22 feet to the **POINT OF BEGINNING**.

Said overall parcel of land contain a total of **32,761** square feet (**0.7521** acres), more or less.



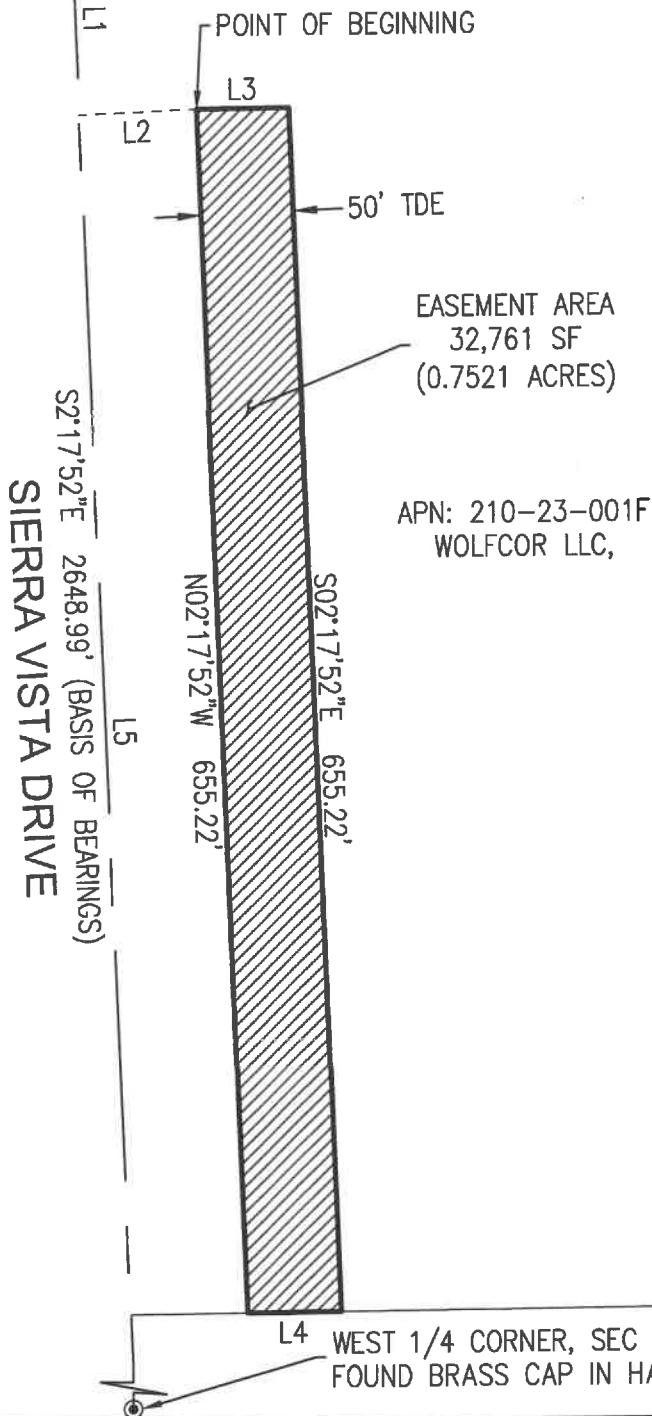
EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-0006\Land Survey\Legals\~21-0006 Terra Linda TDE\21-0006 Terra Linda - TDE - Legal Description.docx

POINT OF COMMENCEMENT
NORTHWEST CORNER
SEC 23, T3S, R8E
FOUND 3" ALUMINUM CAP

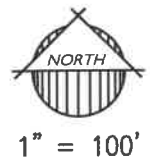
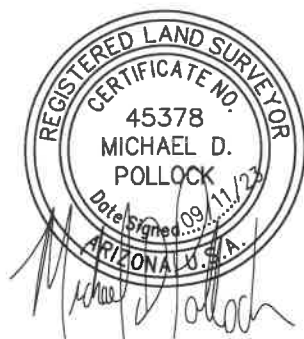
E BELLA VISTA ROAD
N89°42'16"E 2687.07'

NORTH 1/4 COR
SEC 23, T3S, R8E
FOUND 1 1/2"
ALUMINUM CAP
SRP 42487



LINE TABLE

LINE	BEARING	LENGTH
L1	S02°17'52"E	107.27'
L2	N87°42'08"E	63.00'
L3	N89°42'16"E	50.03'
L4	S89°42'16"W	50.03'
L5	S02°17'52"E	2541.72'



PINAL COUNTY, AZ - APN 210-23-001F
TEMPORARY DRAINAGE EASEMENT

EXHIBIT "A"



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Sep 11, 2023 11:21am S:\Projects\2021\21-0006 Terra Linda TDE\21-0006 Terra Linda TDE - Layout.dwg
mpollock