

WHEN RECORDED RETURN TO:
Pinal County Public Works Department
Attn: Real Estate Section
P.O. Box 727
Florence, AZ 85132

EXEMPT PURSUANT TO A.R.S. §11-1134(A)(2)

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

Parcel(s): APN(s) 511-79-001B
Project: Thornton Road Improvement Project

This Temporary Construction Easement and Agreement ("Easement") is entered into this 19th day of December, 2022, by and between the following parties, and shall become effective upon acceptance by the Pinal County Board of Supervisors.

GRANTOR: Thornton Corridor LLC., an Arizona Limited Liability Company

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

RECITALS:

- A. GRANTOR(S) represent that they are the owners 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 Thornton Road Improvement 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. This Easement will remain in effect until the completion of the Project, or written notification by GRANTEE, but in no event to exceed beyond one year after the first day of construction on the property.
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 public roadway, 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 on 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.

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IN WITNESS WHEREOF, Grantor(s) has/have set its/their hand and seal the days and year written below.

GRANTOR: Thornton Corridor LLC., an Arizona Limited Liability Company

Charles M. Lawrence
By: Spike Lawrence Ventures, LLC

Charles M. Lawrence
Charles M. Lawrence, Manager

ACKNOWLEDGEMENT OF GRANTOR

STATE OF *Arizona*)
COUNTY OF *Maricopa*) ss

The foregoing instrument was acknowledged before me this *19th* day of *December*, 20*22*, by *Charles M. Lawrence* for Thornton Corridor LLC



Notary Stamp Seal

Glen F. Mitchell
Notary Public (signature)

My Commission Expires: *6-6-2026*

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GRANTEE ACCEPTANCE: PINAL COUNTY

By _____
Jeff Serdy, Chairman of the Board

ATTEST:

Clerk/Deputy Clerk of the Board of Supervisors

Date _____

Approved As To Form

Deputy County Attorney Date

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Exhibit A
To
Temporary Construction Easement

EXHIBIT A**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Being a part of the Northwest quarter of Section 7, Township 7 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County Arizona, more particularly described as follows;

Commencing at the West quarter corner of said Section 7;

Thence North 00 degrees 00'10" West, coincident with the West line of said Section 7, a distance of 850.21 feet;

Thence North 89 degrees 59'50" East a distance of 50.00 feet to a point on the Easterly right of way line of Thornton Road as described in Docket 603, page 338, of Official Records, said point being the POINT OF BEGINNING of the parcel herein described;

Thence North 00 degrees 00'10" West, coincident with said Easterly right of way line, a distance of 1073.41 feet to a point on the South line of the North 733.02 feet of GLO Lot 1 of said Section 7;

Thence North 89 degrees 57'52" East, coincident with said South line of the North 733.02 feet of GLO Lot 1, a distance of 1189.27 feet to a point on the West line of said Lot 1;

Thence North 00 degrees 04'58" West, coincident with said West line of GLO Lot 1, a distance of 68.71 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 7;

Thence North 89 degrees 58'19" East, coincident with the South line of said Northwest quarter of the Northeast quarter of the Northwest quarter to the Southeast corner thereof;

Thence North 00 degrees 04'38" West, coincident with the East line of said Northwest quarter of the Northeast quarter of the Northwest quarter, a distance of 664.41 feet to the Northeast corner thereof;

Thence North 89 degrees 57'52" East, coincident with the North line of said Section 7, a distance of 660.71 feet to the North quarter corner of said Section 7;

Thence South 00 degrees 04'17" East, coincident with the North-South midsection line of said Section 7, a distance of 2657.95 to the center of said Section 7;

Thence South 89 degrees 59'39" West, coincident with the East-West midsection line of said Section 7 (being also Northerly right of way line of Interstate Route 8), a distance of 851.42 feet;

Thence, coincident with said Northerly right of way line of Interstate Route 8, the following six courses:

Thence North 80 degrees 03'32" West, a distance of 406.65 feet;

Thence North 80 degrees 38'17" West, a distance of 917.88 feet;

Thence North 78 degrees 59'22" West, a distance of 419.12 feet;

Thence North 00 degrees 00'10" West, parallel to and 100.00 feet Easterly of the West line of said Section 7, a distance of 250.00 feet;

Thence South 89 degrees 59'50" West, a distance of 50.00 feet to the POINT OF BEGINNING.

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