

WHEN RECORDED, RETURN TO:

Gibson Knecht PC
7250 North 16th Street, Suite 412
Phoenix, Arizona 85020
Attention: James S. Gibson

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“**Easement Agreement**”) is entered into as of the 10th day of September, 2019 by and between **AMPHITHEATER SCHOOL DISTRICT NO. 10** (“**Grantor**”), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, both individually and as sole beneficiary under that certain trust of **LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC**, an Arizona limited liability company, as Trustee under Trust No. 18300-T, and not in its corporate capacity (“**Pulte Trustee**,” and together with Pulte, collectively, the “**Grantee**”).

RECITALS

A. Grantor owns that certain real property situated in the Town of Oro Valley (“**Town**”), Pima County (“**County**”), Arizona, as described on **Exhibit A-1**, **Exhibit A-2**, **Exhibit A-3** and **Exhibit A-4** attached hereto and incorporated herein by this reference (collectively, the “**Easement Property**”).

B. Grantee owns or has the right to acquire that certain real property located adjacent to the Easement Property, which real property is commonly described as Rancho Vistoso Neighborhood 5 Parcel X, Neighborhood 5 Parcel W, Neighborhood 5 Parcel W&X Park, and Moore Loop (collectively, the “**Benefitted Property**”).

C. In connection with the development of the Benefitted Property, Grantee desires to construct the following improvements (collectively, the “**Improvements**”) upon the Easement Property, consisting of: (i) drainage improvements (the “**Drainage Improvements**”), (ii) transitional grading and slope improvements (collectively, the “**Grading/Slope Improvements**”), (iii) certain driveway improvements for wellsite access (collectively, the “**Driveway Improvements**”), (iv) a multi-use trail along Arrowsmith Road (collectively, the “**Trail Improvements**”) and (v) certain water system improvements, including without limitation, a pressure release valve (collectively, the “**Water System Improvements**”). The Drainage Improvements, Grading/Slope Improvements, the Driveway Improvements, the Trail Improvements and the Water System Improvements are each to be installed in accordance with those certain improvement plans set forth on **Exhibit B** attached hereto (the “**Plans**”).

D. Grantor has agreed to grant to Grantee, its successors and assigns a temporary construction easement on, over, under and across the Easement Property set forth on Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 attached hereto for the purpose of causing the Improvements to be initially constructed.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation. The recitals set forth above are incorporated into and made a part of this Easement Agreement.

2. Grant of Temporary Construction Easement. Grantor hereby grants to Grantee, its successors, assigns, affiliates and their respective employees, agents, engineers, surveyors, contractors, subcontractors and representatives, a non-exclusive temporary construction easement (the "TCE") for ingress, egress and access in, on, over, under and across the Easement Property for the purposes of causing the Improvements to be constructed, together with the right of access upon, over and across the Grantor's adjacent property, if any, as may be necessary or appropriate for ingress to and egress from the Easement Property described above. Grantee shall use only that portion of the Easement Property reasonably necessary for ingress, egress and access to construct the Improvements. The foregoing TCE shall also include the right of ingress, egress and access in, on, over, under and across the Easement Property in favor of Town and County representatives for the purpose of inspecting such Improvements. Grantee's rights under this Easement Agreement are non-exclusive and Grantor retains the right to use the Easement Property in any manner, provided such other use(s) does not unreasonably interfere with the TCE granted pursuant to this Easement Agreement. Grantor understands that Grantee is not guaranteeing that any Improvements will be constructed within the Easement Property, or whether Improvements will be constructed and completed within any particular timeframe. The TCE shall be a temporary easement and shall automatically expire without any action by the parties hereto upon the earlier of (i) completion of the Improvements and written acceptance by the applicable governmental authorities, together with Grantee's restoration of the Easement Property as required below, or (ii) December 31, 2020. If required by Grantor after the termination of the TCE, Grantee shall execute and deliver to Grantor a document in recordable form evidencing termination of the TCE.

3. Effectiveness. This Easement Agreement shall become effective when this Easement Agreement is recorded.

4. Restoration of the Easement Property. Upon completion of the Improvements on the Easement Property, Grantee shall restore the Easement Property at its

sole cost and expense to a good, clean and graded condition, with any graded areas to be re-seeded with a desert wild seed mix. Such restoration shall be performed in a timely matter and shall return the Easement Property to a good, clean condition, and without any impairment to the usage of any portion of the Easement Property or any other property owned by Grantor, except for the Improvements and transitional grading and trail improvements necessitated by the Improvements.

5. Indemnification. At any time while Grantee, its contractors and agents are constructing the Improvements on the Easement Property pursuant to this Easement Agreement, Grantee, its successors and assigns, agrees to indemnify, defend, hold harmless and indemnify Grantor, its successors and assigns, for, from and against any and all personal injury and/or property losses, costs, damages and expenses which may be claimed or asserted against Grantor or the Easement Property, including, without limitation, reasonable attorneys' fees, caused by Grantee's negligent activities or intentional misconduct, or the negligent activities or intentional misconduct of Grantee's employees, agents, engineers, contractors, subcontractors and other representatives in or on the Easement Property. Notwithstanding anything in this Agreement to the contrary, this indemnity shall survive the completion of construction of the Improvements for a period of one (1) year, and Grantee shall have no responsibility or liability for (A) any act or omission of Grantor or its employees, agents and representatives; (B) any adverse condition or defect on or affecting the Easement Property not caused or impacted by Grantee that is discovered during Grantee's construction of Improvements including, without limitation, the pre-existing condition, presence or discovery of any matter.

6. Insurance. At any time while Grantee, its contractors and agents are constructing the Improvements on the Easement Property pursuant to this Easement Agreement, Grantee shall obtain and maintain or shall cause its contractors to obtain and maintain in full force and effect: (a) a policy of comprehensive general liability insurance which will include Grantor as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Easement Property arising from the conduct of Grantee, its contractors or its agents (with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000.00) and (b) worker's compensation and employer's liability insurance in accordance with Arizona law. Grantor shall be named as an additional insured on the foregoing insurance policies. The foregoing insurance policy(ies) shall not be cancellable except after thirty (30) days written notice to Grantor. Upon Grantor's reasonable request, Grantee shall furnish Grantor with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this paragraph.

7. Maintenance. Once completion of the Grading/Slope Improvements, Drainage Improvements and Trail Improvements has occurred, Grantor and Grantee shall reasonably cooperate with the Town and each other to transition maintenance

responsibilities to the Town, who will assume responsibility for the ongoing maintenance and upkeep of the Grading/Slope Improvements, Drainage Improvements and Trail Improvements in accordance with the Town's requirements. Once completion of the Driveway Improvements and Water System Improvements has occurred, Grantor and Grantee shall reasonably cooperate with Oro Valley Water Utility and each other to transition maintenance responsibilities to Oro Valley Water Utility, who will assume responsibility for the ongoing maintenance and upkeep of the Driveway Improvements and Water System Improvements in accordance with the Oro Valley Water Utility's requirements.

8. No Public Dedication. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, and this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

9. Covenants Running With Land. Notwithstanding the use of terms "Grantor" and "Grantee" in this Easement Agreement, all provisions of this Easement Agreement shall run with the land and shall be binding upon Grantor, Grantee and their respective successors and assigns. The Benefitted Property shall be the dominant tenement and the Easement Property shall be the servient tenement. Notwithstanding the recordation of this Easement Agreement, Grantor and Grantee intend that this Easement Agreement shall not be deemed to be an encumbrance on, or show as a title exception to, any residential lot created by a subdivision plat recorded against the Benefitted Property (a "**Public Lot**"). Any title insurer may rely on this paragraph when issuing any commitment to insure title to any Public Lot or when issuing a title insurance policy for any Public Lot, and accordingly, not show this Easement Agreement as an encumbrance or exception to title to any Public Lot(s) located upon the Benefitted Property.

10. Applicable Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Arizona, without giving effect to the principles of the conflicts of law.

11. Severability. If any terms, provisions or covenants contained in this Easement Agreement shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected thereby, and each term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

12. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

13. Trust Beneficiary. PURSUANT TO A.R.S. SECTION 33-404, THE NAME AND ADDRESS OF THE BENEFICIARY OF THE FOREGOING NAMED TRUST IS:

Trust No. 18300-T:

Pulte Home Company, LLC, a Michigan limited liability company
3011 West Ina Road, Suite 115
Tucson, Arizona 85741

[SIGNATURES FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the date set forth above.

GRANTOR:

AMPHITHEATER SCHOOL DISTRICT NO. 10

By: _____

Its: _____

STATE OF ARIZONA)
)ss.
County of Pima)

On this ____ day of _____, 2019, before me a Notary Public personally appeared _____, the _____ of AMPHITHEATER SCHOOL DISTRICT NO. 10, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged before me that he/she/they executed it on behalf thereof.

Notary Public

My Commission Expires: _____

GRANTEE:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Its: Greg Adams, Vice President

STATE OF ARIZONA)
)ss.

County of Maricopa)

On this ____ day of _____, 2019, before me a Notary Public personally appeared Mr. Greg Adams, Vice President of Pulte Home Company, LLC, a Michigan limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged before me that he executed it on behalf thereof.

Notary Public

My Commission Expires:_____

CONSENT OF TRUSTEE UNDER TRUST:

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, as Trustee under Trust No. 18300-T, and not in its individual or corporate capacity

By _____
Its: Trust Officer

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as Trust Officer of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, as Trustee under Trust No. 18300-T, and not in its individual or corporate capacity.

Notary Public

My Commission Expires:

EXHIBIT A-1

GRADING/SLOPE EASEMENT AND DRAINAGE EASEMENT

(See Attached)



**LEGAL DESCRIPTION
DRAINAGE & SLOPE MAINTENANCE EASEMENT**

A portion of that certain parcel of land the deed of which recorded in Docket 13713, Page 3724, Pima County records and located in Section 36, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northern most Northwest corner of said parcel from which an angle point on the Northerly line of said Parcel bears S 52°30'00" E (Basis of Bearings), a distance of 792.35 feet said point being the beginning of a non-tangent curve concave to the Northwest on the South right-of-way line of Arrowsmith Road as shown on said deed;

THENCE along said right-of-way line, along said curve to the right with a radius of 440.00 feet, a central angle of 44°31'26", the chord of which bears S 79°02'06" W, a distance of 333.38 feet, for an arc length distance of 341.92 feet to a point of tangency;

THENCE continuing along said right-of-way line, N 78°42'11" W, a distance of 159.08 feet to a point on the Westerly line of said Parcel;

THENCE leaving said right-of-way line, S 34°21'46" E, along said Westerly line, a distance of 62.02 feet;

THENCE S 69°51'12" E, a distance of 16.58 feet;

THENCE S 60°59'38" E, a distance of 72.14 feet;

THENCE S 89°34'28" E, a distance of 108.75 feet;

THENCE S 47°57'15" E, a distance of 35.52 feet;

THENCE N 75°13'18" E, a distance of 253.49 feet;

THENCE N 46°34'20" E, a distance of 61.01 feet to a point on the aforementioned Northerly line of said Parcel;

THENCE N 52°30'00" W, along said Northerly line, a distance of 69.22 feet to the **POINT OF BEGINNING**;

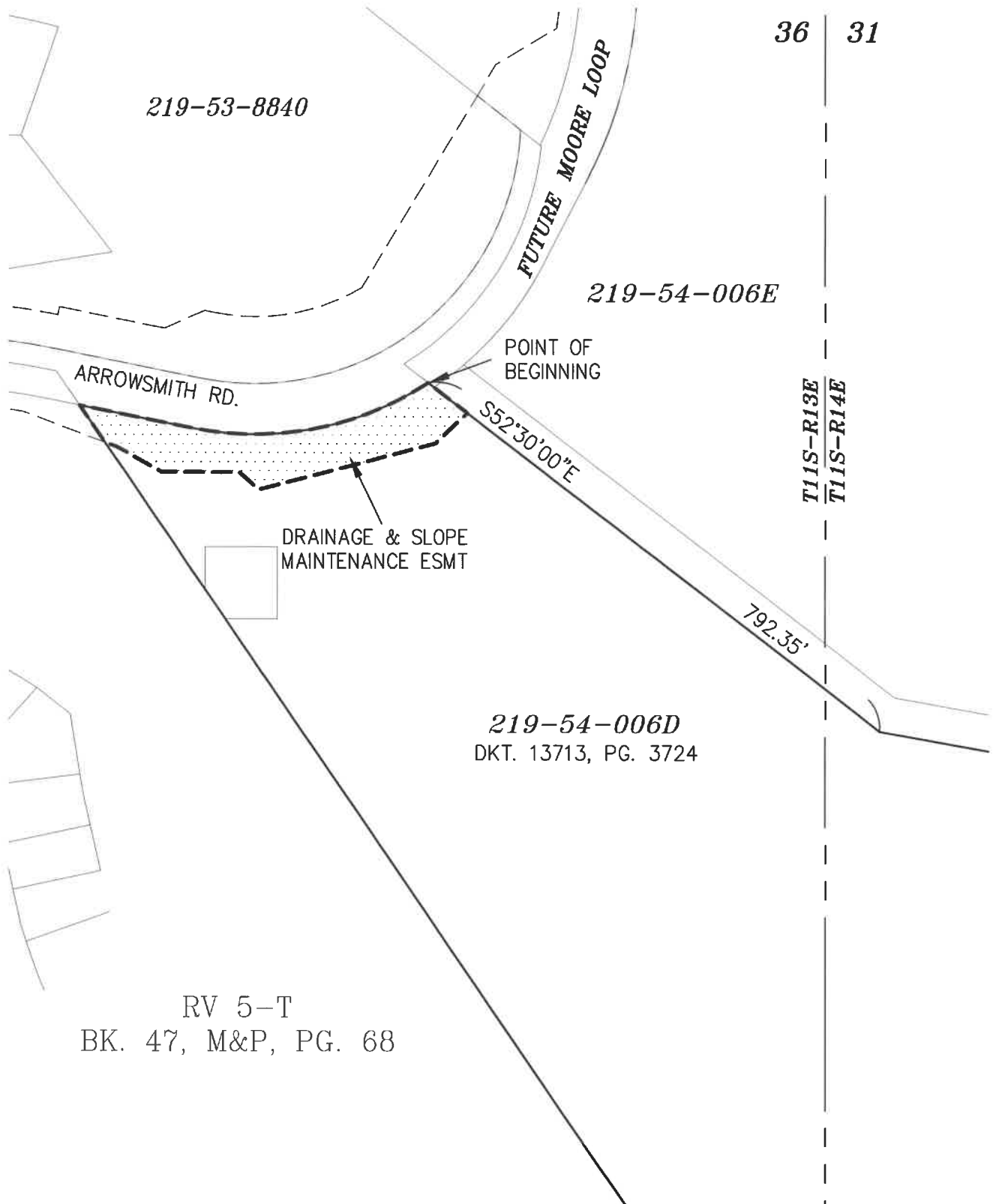
CONTAINING: 32,238 square feet or 0.7401 acres of land, more or less.

Prepared By:

THE WLB GROUP, INC.

Peter D. Cote, RLS 44121





**EXHIBIT TO ACCOMPANY DESCRIPTION OF
DRAINAGE & SLOPE MAINTENANCE EASEMENT
AMPHITHEATER SCHOLL DISTRICT NO. 10
SECTION 36, T-11S, R-13E, G.S.R.M. &
PIMA COUNTY, ARIZONA**

WLB No. 185050-PH-03

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1"=300'



EXHIBIT A-2

DRIVEWAY EASEMENT

(See Attached)



**LEGAL DESCRIPTION
WELL SITE ACCESS EASEMENT**

A portion of that certain parcel of land the deed of which recorded in Docket 13713, Page 3724, Pima County records and located in Section 36, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northern most Northwest corner of said parcel from which an angle point on the Northerly line of said Parcel bears S 52°30'00" E (Basis of Bearings), a distance of 792.35 feet said point being the beginning of a non-tangent curve concave to the Northwest on the South right-of-way line of Arrowsmith Road as shown on said deed;

THENCE along said right-of-way line, along said curve to the right with a radius of 440.00 feet, a central angle of 25°18'26", the chord of which bears S 69°25'36" W, a distance of 192.77 feet, for an arc length distance of 194.35 feet to **THE POINT OF BEGINNING**;

THENCE continuing along said right-of-way line, continuing along said curve to the right with a radius of 440.00 feet, a central angle of 05°39'23", the chord of which bears S 84°54'31" W, a distance of 43.42 feet, for an arc length distance of 43.44 feet to a point of non-tangency;

THENCE leaving said right-of-way line, S 01°55'16" E, a distance of 11.25 feet to the beginning of a non-tangent curve concave to the Southwest;

THENCE along said curve to the right with a radius of 17.13 feet, a central angle of 80°23'24", the chord of which bears S 44°55'06" E, a distance of 22.11 feet, for an arc length distance of 24.03 feet to a point of reverse curvature;

THENCE along said curve to the left with a radius of 25.00 feet, a central angle of 54°21'23", the chord of which bears S 31°54'05" E, a distance of 22.84 feet, for an arc length distance of 23.72 feet to a point of non-tangency;

THENCE N 30°55'13" E, a distance of 16.00 feet;

THENCE N 59°04'47" W, a distance of 3.56 feet to the beginning of a tangent curve concave to the Southeast;

THENCE along said curve to the right with a radius of 14.29 feet, a central angle of 134°44'51", the chord of which bears N 18°45'20" E, a distance of 26.38 feet, for an arc length distance of 33.61 feet to a point of non-tangency;

THENCE N 07°31'30" W, a distance of 11.53 feet to the **POINT OF BEGINNING**;

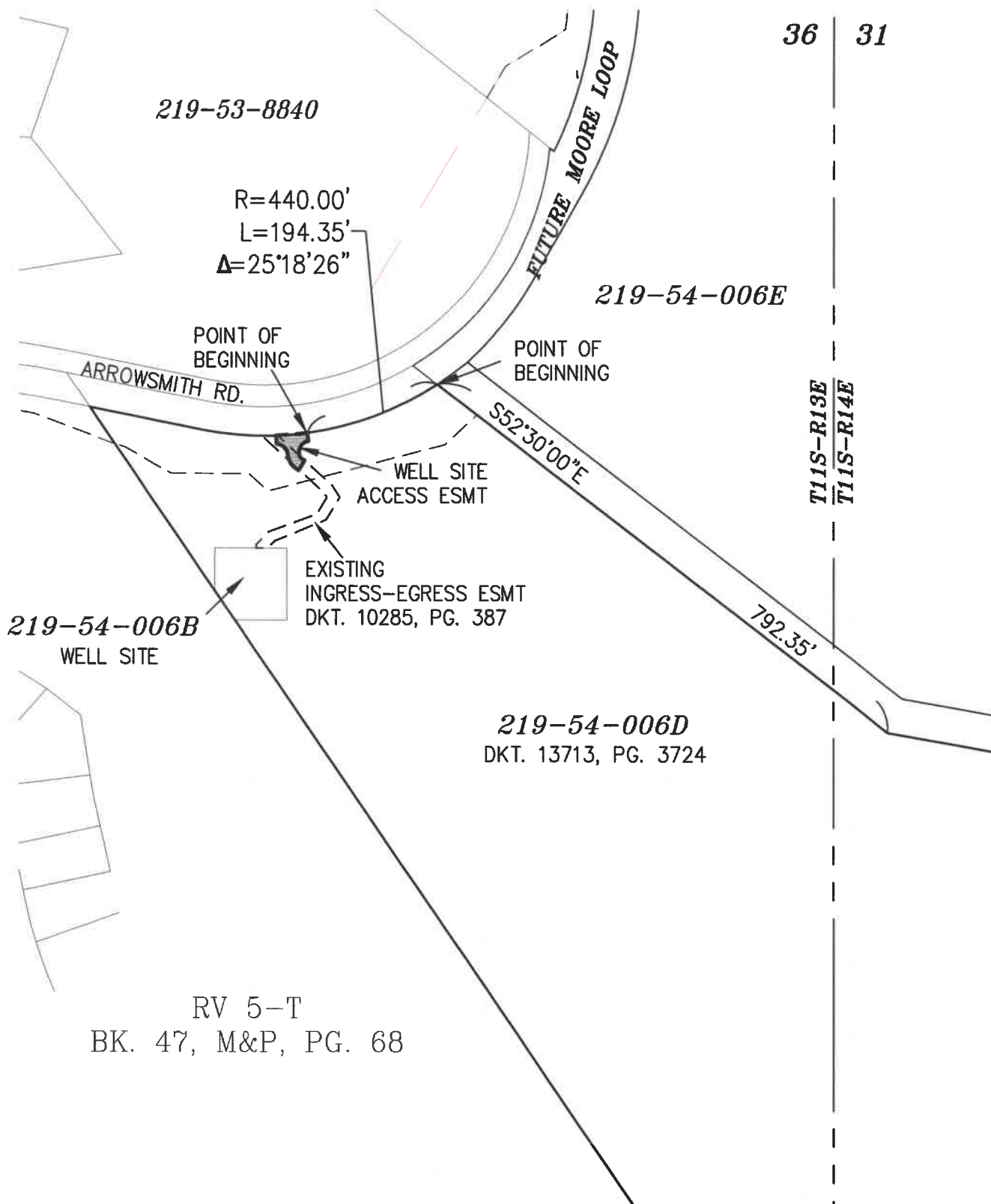
CONTAINING: 1,171 square feet or 0.0269 acres of land, more or less.

Prepared By:

THE WLB GROUP, INC.

Peter D. Cote, RLS 44121





**EXHIBIT TO ACCOMPANY DESCRIPTION OF
WELL ACCESS EASEMENT
AMPHITHEATER SCHOLL DISTRICT NO. 10
SECTION 36, T-11S, R-13E, G.S.R.M. &
PIMA COUNTY, ARIZONA**

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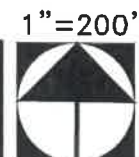


EXHIBIT A-3

TRAIL EASEMENT

(See Attached)



**LEGAL DESCRIPTION
MULTI-USE TRAIL EASEMENT**

A portion of that certain parcel of land the deed of which recorded in Docket 13713, Page 3724, Pima County records and located in Section 36, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Northern most Northwest corner of said parcel from which an angle point on the Northerly line of said Parcel bears S 52°30'00" E (Basis of Bearings), a distance of 792.35 feet said point being the beginning of a non-tangent curve concave to the Northwest on the South right-of-way line of Arrowsmith Road as shown on said deed;

THENCE along said right-of-way line, along said curve to the right with a radius of 440.00 feet, a central angle of 44°31'26", the chord of which bears S 79°02'06" W, a distance of 333.38 feet, for an arc length distance of 341.92 feet to a point of tangency;

THENCE continuing along said right-of-way line, N 78°42'11" W, a distance of 159.08 feet a point on the Westerly line of said Parcel;

THENCE leaving said right-of-way line, S 34°21'46" E, along said Westerly line, a distance of 8.46 feet;

THENCE leaving said Westerly line, S 69°10'09" E, a distance of 10.05 feet;

THENCE S 78°42'10" E, a distance of 144.72 feet to the beginning of a tangent curve concave to the Northwest

THENCE along said curve to the left with a radius of 452.51 feet, a central angle of 44°24'42", the chord of which bears N 79°05'29" E, a distance of 342.04 feet, for an arc length distance of 350.75 feet to a point on the aforementioned Northerly line of said Parcel;

THENCE N 52°30'00" W, along said Northerly line, a distance of 10.83 feet to the **POINT OF BEGINNING**;

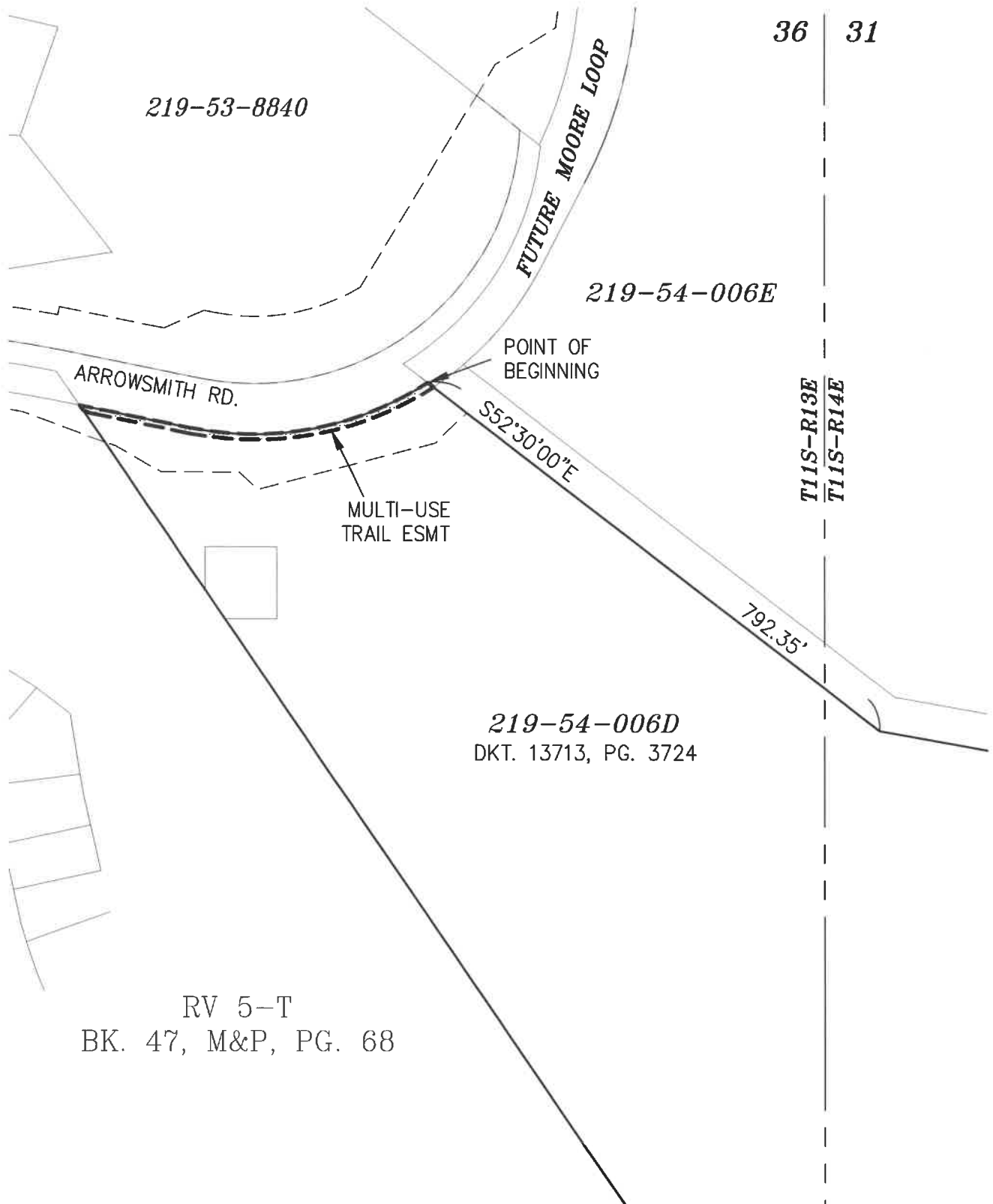
CONTAINING: 4,248 square feet or 0.0975 acres of land, more or less.

Prepared By:

THE WLB GROUP, INC.

Peter D. Cote, RLS 44121





RV 5-T
BK. 47, M&P, PG. 68

**EXHIBIT TO ACCOMPANY DESCRIPTION OF
MULTI-USE TRAIL EASEMENT
AMPHITHEATER SCHOLL DISTRICT NO. 10
SECTION 36, T-11S, R-13E, G.S.R.M. &
PIMA COUNTY, ARIZONA**

WLB No. 185050-PH-03

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1"=200'



EXHIBIT A-4

WATER SYSTEM EASEMENT

(See Attached)



LEGAL DESCRIPTION WATER UTILITY EASEMENT

That portion of land lying in Section 36, Township 11 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northeast quarter corner of said Section 36, Township 11 South, Range 13 East, from which the East quarter corner of said Section 36 Bears S 00°01'03" E (basis of bearings), a distance of 2642.78 feet;

THENCE S 00°01'03" E along the East line of the Northeast quarter of said Section 36, a distance of 1799.38 feet;

THENCE leaving said East line S 89°58'57" W a distance of 511.69 feet to the to the **POINT OF BEGINNING**;

THENCE S 60°09'20" W, a distance of 57.62 feet;

THENCE N 29°50'40" W, a distance of 45.89 feet to the beginning of a non-tangent curve concave to the Northwest;

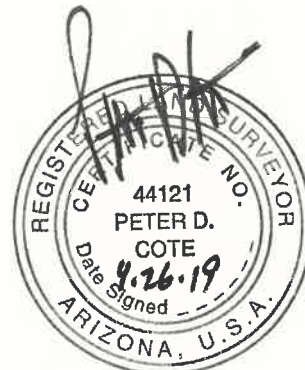
THENCE along said curve to the left, having a radius of 440.00 feet, a central angle of 04°58'44", the chord of which bears N 59°15'45" E, a distance of 38.22 feet, for an arc length of 38.23 feet to a point of intersection a point of non-tangency;

THENCE S 52°30'00" E, a distance of 50.37 feet to the **POINT OF BEGINNING**.

Containing: 2,206square feet or 0.0506 acres of land, more or less.

Prepared by:
THE WLB GROUP, INC.

Peter D. Cote, RLS 44121

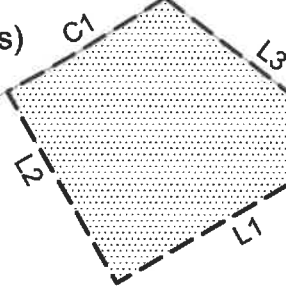


Curve Table					
Curve #	Delta	Radius	Chord Bearing	Chord Length	Arc Length
C1	4°58'44"	440.00'	N59°15'45"E	38.22'	38.23'

219-53-8840

MOORE LOOP

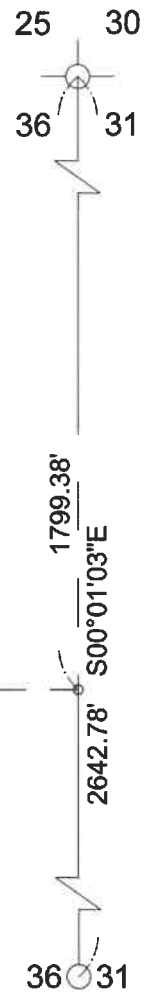
EASEMENT
2,206 SF
(0.0506 Acres)



219-54-006D

POB

511.69'
S89°58'57"W



Line Table		
Line #	Direction	Length
L1	S60°09'20"W	57.62'
L2	N29°50'40"W	45.89'
L3	S52°30'00"E	50.37'

**EXHIBIT TO ACCOMPANY DESCRIPTION OF
RANCHO VISTOSO NEIGHBORHOOD 5
WATER UTILITY EASEMENT**
SECTION 36, T-11S, R-13E, G.S.R.M.,
PIMA COUNTY, ARIZONA





**LEGAL DESCRIPTION
WATER UTILITY EASEMENT**

A portion of that certain parcel of land the deed of which recorded in Docket 13713, Page 3724, Pima County records and located in Section 36, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northern most Northwest corner of said parcel from which an angle point on the Northerly line of said Parcel bears S 52°30'00" E (Basis of Bearings), a distance of 792.35 feet said point being the beginning of a non-tangent curve concave to the Northwest on the South right-of-way line of Arrowsmith Road as shown on said deed;

THENCE along said right-of-way line, along said curve to the right with a radius of 440.00 feet, a central angle of 33°33'07", the chord of which bears S 73°32'57" W, a distance of 254.00 feet, for an arc length distance of 257.66 feet to **THE POINT OF BEGINNING**;

THENCE continuing along said right-of-way line, continuing along said curve to the right with a radius of 440.00 feet, a central angle of 01°11'29", the chord of which bears N 89°04'44" W, a distance of 9.15 feet, for an arc length distance of 9.15 feet to a point of non-tangency;

THENCE leaving said right-of-way line, S 16°01'53" E, a distance of 5.78 feet;

THENCE S 27°01'53" E, a distance of 5.11 feet;

THENCE S 48°01'53" E, a distance of 56.69 feet;

THENCE S 70°31'53" E, a distance of 26.80 feet to a point on the Westerly line of that certain Ingress- Egress & Utility Easement as described in Docket 10285, Page 387, Pima County records;

THENCE N 47°35'23" W, along said Wester line, a distance of 84.23 feet to the **POINT OF BEGINNING**;

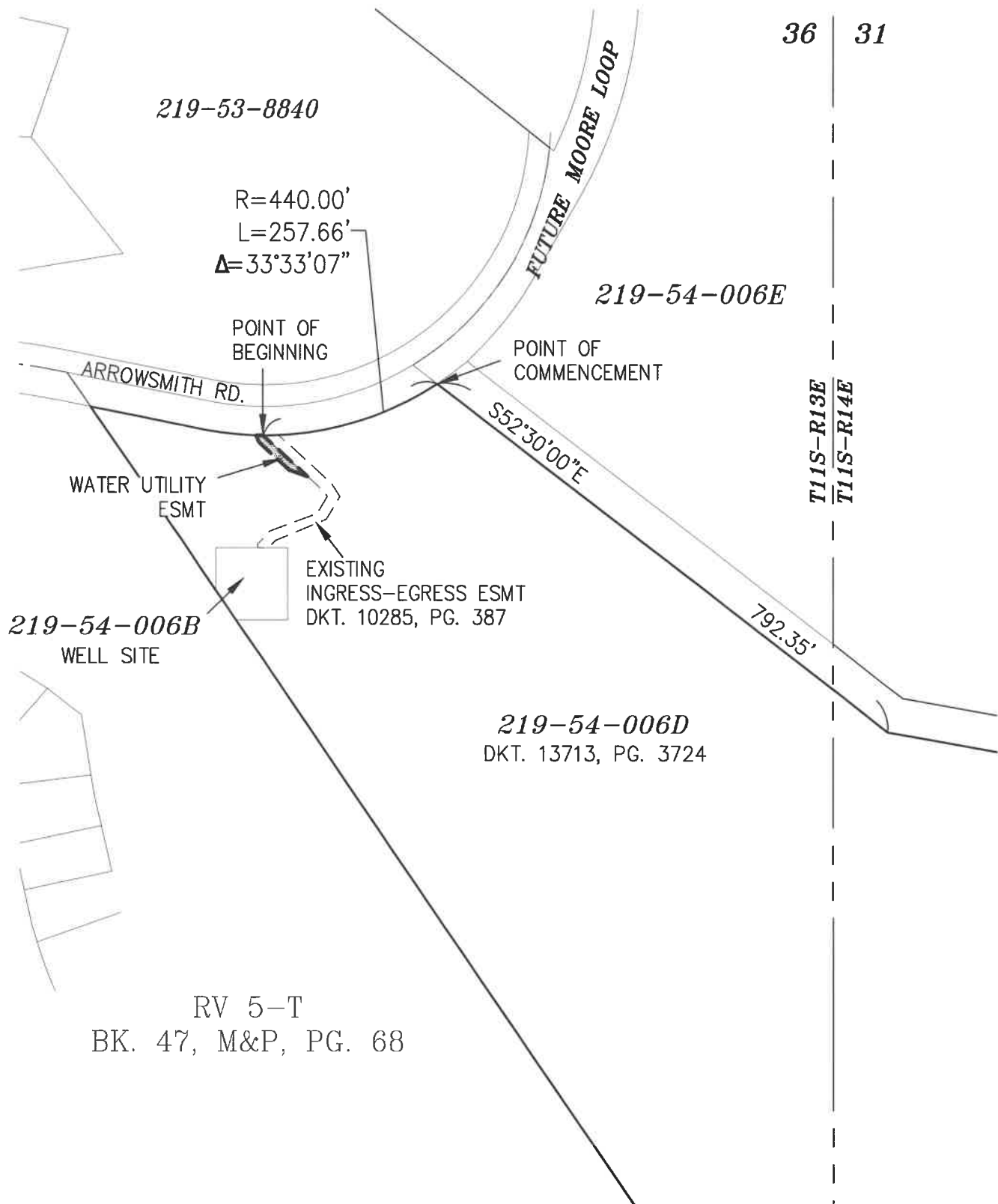
CONTAINING: 798 square feet or 0.0183 acres of land, more or less.

Prepared By:

THE WLB GROUP, INC.

Peter D. Cote, RLS 44121





**EXHIBIT TO ACCOMPANY DESCRIPTION OF
 WATER UTILITY EASEMENT
 AMPHITHEATER SCHOLL DISTRICT NO. 10
 SECTION 36, T-11S, R-13E, G.S.R.M. &
 PIMA COUNTY, ARIZONA**

WLB No. 185050-PH-03

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1"=200'



EXHIBIT B

PLANS

The Public Improvement Plans for Moore Loop G1802698 prepared by The WLB Group, Inc., approved on May 10th, 2019.
