

WHEN RECORDED, RETURN TO:

Attention: _____

EASEMENT AGREEMENT

This Easement Agreement (“**Easement Agreement**”) is entered into as of the _____ day of _____, 2019 by and between **AMPHITHEATER SCHOOL DISTRICT NO. 10** (“**Grantor**”), and **TOWN OF ORO VALLEY** (“**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** and **Exhibit A-2** attached hereto and incorporated herein by this reference (collectively, the “**Easement Property**”).

B. Pursuant to that certain Temporary Construction Easement Agreement dated September 10, 2019, recorded as Sequence No. _____ in the official records of Pima County, certain improvements were contemplated to be constructed upon the Easement Property, including, without limitation:

(i) transitional grading and slope improvements (the “**Grading/Slope Improvements**”), (ii) drainage improvements (the “**Drainage Improvements**”) and (iii) a multi-use trail for public use along Arrowsmith Road (collectively, the “**Trail Improvements**”). As used in this Easement Agreement, the term “**Improvements**” shall mean only the Grading/Slope Improvements, Drainage Improvements and Trail Improvements.

C. Grantor has agreed to grant to Grantee, its successors and assigns (i) a perpetual maintenance easement on, over, under and across the Easement Property set forth

on Exhibit A-1 and Exhibit A-2 attached hereto for the purpose of maintaining and performing the upkeep of the Improvements initially constructed, and (ii) a perpetual trail easement on, over, under and across the portion of the Easement Property set forth on Exhibit A-2 attached hereto for the ongoing use and enjoyment of the Trail Improvements, subject to the terms and conditions of this Easement Agreement.

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 Easements.
 - a. Maintenance Easement. Grantor hereby grants to Grantee, its successors and assigns and their respective guests, invitees, lessees and permittees, a permanent, perpetual and non-exclusive maintenance easement upon, over and across: (i) the portion of Easement Property set forth on Exhibit A-1 attached hereto (the “**Slope and Drainage Maintenance Easement**”) for the purpose of providing ingress and egress to and from the Grading/Slope Improvements and the Drainage Improvements for performing Grantee’s ongoing maintenance obligations set forth in paragraph 3 of this Easement Agreement; and (ii) the portion of Easement Property set forth on Exhibit A-2 attached hereto (the “**Trail Maintenance Easement**”) for the purpose of providing ingress and egress to and from the Trail Improvements for performing Grantee’s ongoing maintenance obligations set forth in paragraph 3 of this Easement Agreement.
 - b. Public Trail Easement. Grantor hereby establishes a permanent, perpetual and non-exclusive trail easement for public use upon, over and across the portion of Easement Property set forth on Exhibit A-2 attached hereto (the “**Trail Easement**”) for the purpose of providing public pedestrian ingress and egress along the multi-use trail.
3. Ongoing Maintenance Obligations. If and to the extent the Improvements are installed within the Easement Property and accepted by Grantee, Grantee shall, at Grantee’s expense, promptly and in a good and workmanlike manner, keep, repair and maintain the Improvements, in a good condition. The foregoing maintenance obligations of Grantee pertain only to those Grading/Slope Improvements, Drainage Improvements and Trail Improvements constructed and installed, it being understood and agreed that Grantee shall not be responsible for the maintenance of any other improvements (other than the Grading/Slope Improvements, Drainage Improvements and Trail Improvements) located within the Easement Property.

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

5. Indemnification. 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. 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 performance of its maintenance obligations including, without limitation, the pre-existing condition, presence or discovery of any matter.

6. Insurance. 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, 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. Grantee shall cause its contractors to name Grantor as an additional insured on each of the foregoing insurance policies obtained by Grantee's contractors. 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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

[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:

TOWN OF ORO VALLEY

Joseph C. Winfield, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael Standish, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT A-1

SLOPE AND DRAINAGE MAINTENANCE 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**;

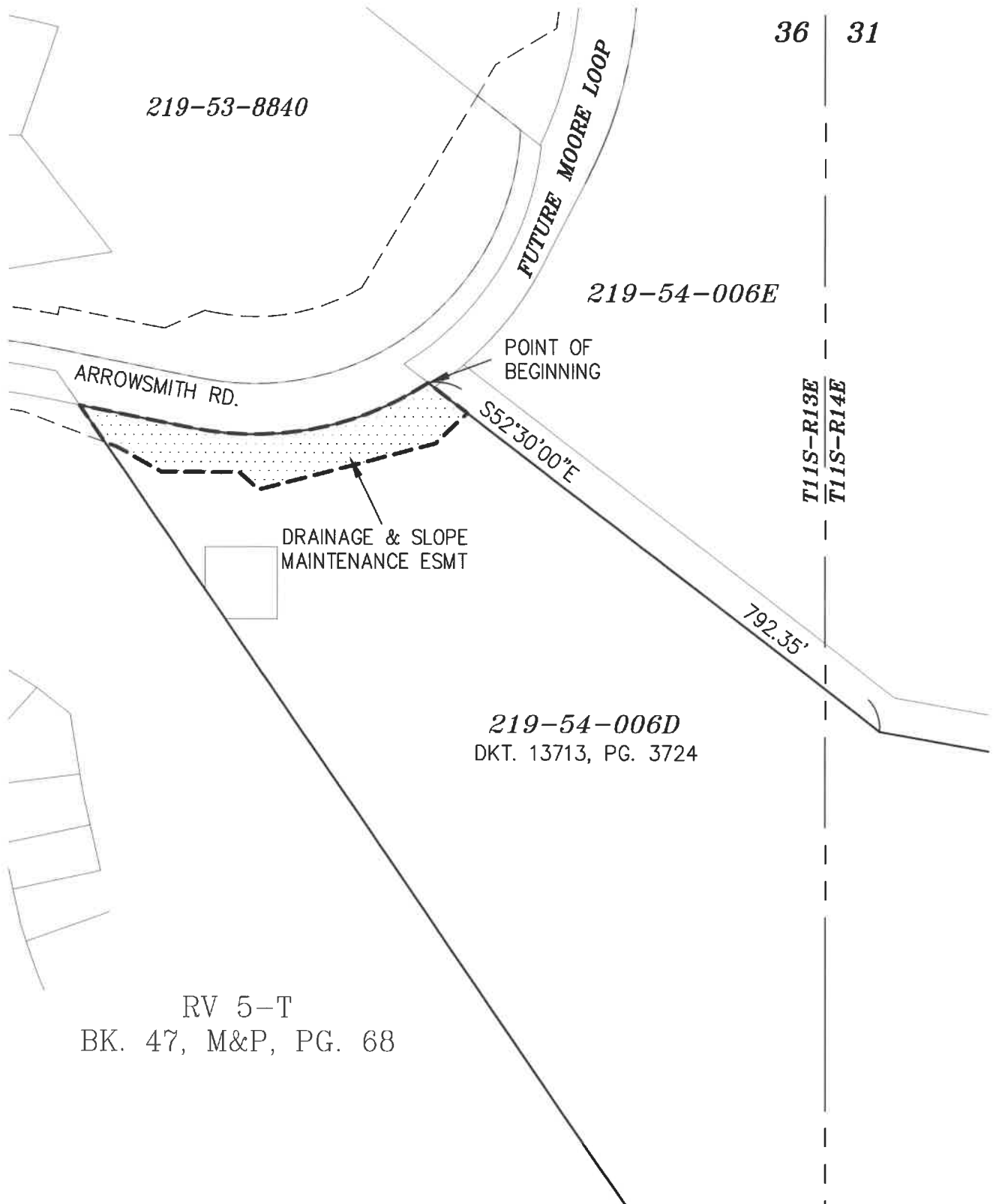
CONTAINING: 32,238 square feet or 0.7401 acres of land, more or less.

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

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;

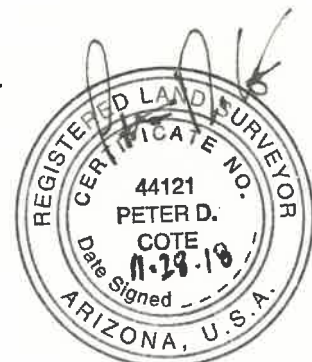
THENCE N 52°30'00" W, along said Northerly line, a distance of 10.83 feet to the **POINT OF BEGINNING**;

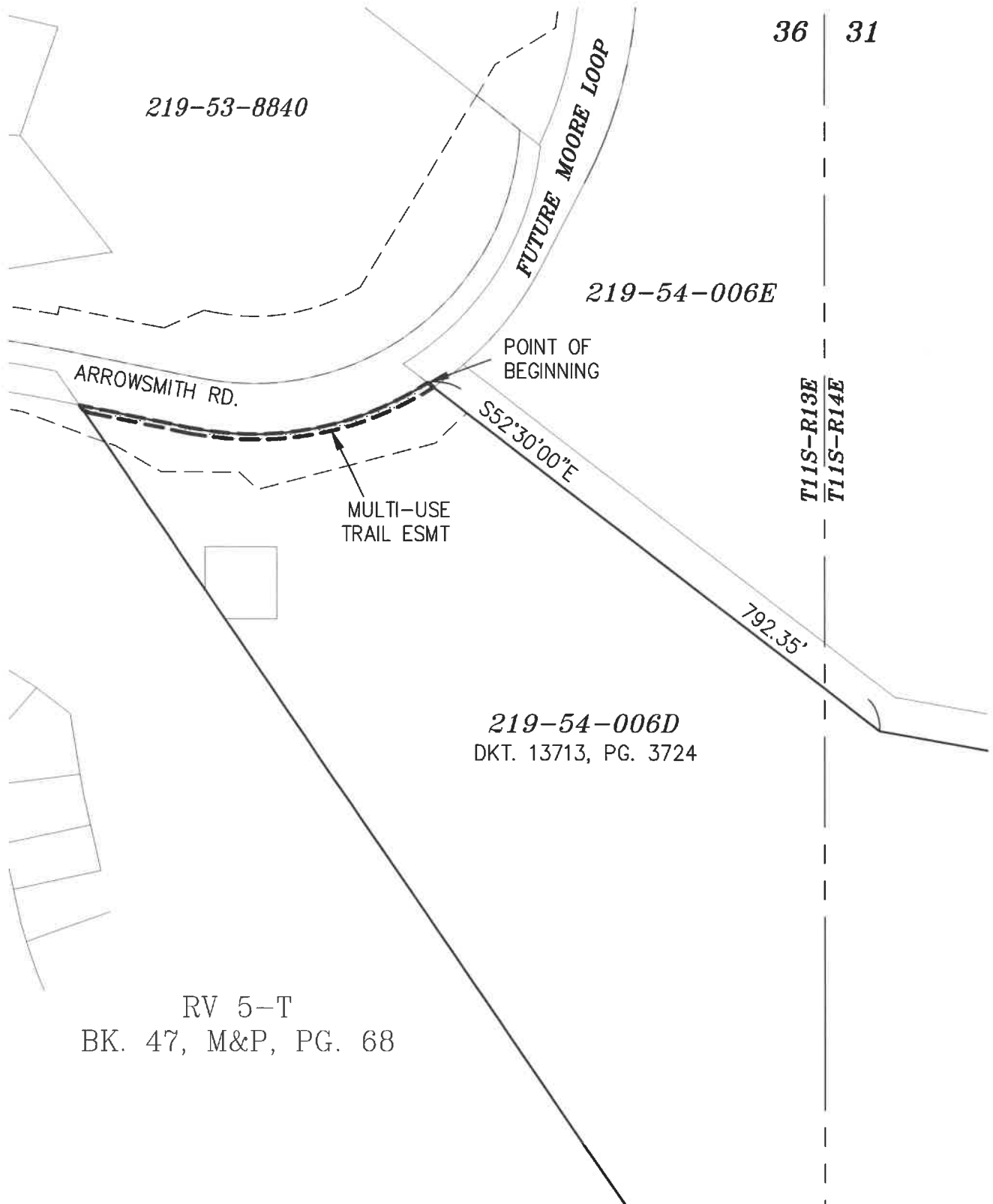
CONTAINING: 4,248 square feet or 0.0975 acres of land, more or less.

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'

