



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

WHEN RECORDED, RETURN TO:

Grafitti Rosensteel & Hall, LLC
2701 East Camelback Road, Suite 180
Scottsdale, Arizona 85016
Attn: Todd W. Hall

**DECLARATION OF
COVENANTS AND EASEMENTS**

This DECLARATION OF COVENANTS AND EASEMENTS (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2020 by the Declarant, defined below.

RECITALS

A. The undersigned (the “**Declarant**”) is the owner of certain real property located in Maricopa County, Arizona, and more fully described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Property consists of four (4) residential lots (each, a “**Lot**” and collectively, the “**Lots**”), identified as Lot 1, Lot 2, Lot 3 and Lot 4 on the Plat of the Property recorded as Instrument Number _____ in the Official Records of Maricopa County, Arizona (the “**Plat**”).

C. The City of Scottsdale (the “**City**”) will be providing sanitary sewer service to the Lots.

D. In order to connect to the City’s sanitary sewer service, certain shared sanitary sewer improvements need to be designed, constructed, installed, maintained and repaired within the Lots and certain easements over, under across and through certain portions of certain Lots will be required.

E. In addition, the Lots will share certain other improvements.

F. Declarant desires to impose certain terms and conditions, rights, duties and obligations upon each of the Lots and the current and future owners thereof (each, an “**Owner**”).

DECLARATION

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

1. Defined Terms. Each capitalized term used herein shall have the meaning assigned to such term when first used herein.

2. Shared Sewer Improvements and Easements.

2.1. Installation of Shared Sewer Improvements. Declarant has previously or will in the future design, construct and install certain sanitary sewer improvements located on Lot 2 and Lot 3 (the “**Shared Sewer Improvements**”) to serve the Lots, in accordance with plans and specifications approved by the City (the “**Sewer Plans**”). The Shared Sewer Improvements shall include, without limitation, any and all sewer pipes, force mains, pump stations and related improvements located on Lot 2 and Lot 3 set forth in the Sewer Plans. The Sewer Improvements expressly exclude any and all sewer improvements located on Lot 1 and Lot 4, it being understood that any and all sanitary sewer improvements necessary for Lot 1 and Lot 4 to tie into the Shared Sewer Improvements shall be the sole responsibility of the Owners of Lot 1 and Lot 4, respectively.

2.2. Shared Sewer Easements.

(A) Lot 2 Sewer Easement. The Declarant hereby declares an easement in favor of Lot 1, Lot 3 and Lot 4, and any Owner of all or any portion thereof and their respective employees, invitees, agents, guests, tenants, contractors and subcontractors, and its and their respective successors and assigns (collectively, the respective “**Owner Parties**”), a perpetual, nonexclusive easement over, under and across the Lot 2 Easement Area described on Exhibit “B-2” attached hereto and incorporated herein by this reference and identified on the Plat (the “**Lot 2 Sewer Easement Area**”) for the purposes of accessing and using the Shared Sewer Improvements located within Lot 2 in accordance with the terms and conditions contained in this Agreement.

(B) Lot 3 Sewer Easement. The Declarant hereby declares an easement in favor of Lot 1, Lot 2 and Lot 4, and any Owner of all or any portion thereof and their respective Owner Parties, a perpetual, nonexclusive easement over, under and across the Lot 3 Easement Area described on Exhibit “B-3” attached hereto and incorporated herein by this reference and identified on the Plat (the “**Lot 3 Sewer Easement Area**”) for the purposes of accessing and using the Shared Sewer Improvements located within Lot 3 in accordance with the terms and conditions contained in this Agreement.

2.3. Use of Shared Sewer Improvements. The Owners of the Lots and their respective Owner Parties shall use the Shared Sewer Improvements for the purpose of distributing such sanitary sewer flows from each of the Lots as are customary for single-family residential dwellings (one dwelling per Lot). In no event shall any Owner Party use the Shared Sewer Improvements in any way that interferes with the use of the Shared Sewer Improvements for their intended purposes or obstructs any portion of the Shared Sewer Improvements. No Owner Party shall place or allow any obstructions to be placed within the Shared Sewer Improvements that would in any way interfere with the use of Shared Sewer Improvements for their intended purposes.

2.4. Maintenance and Repair of Shared Sewer Improvements. The Owners of the Lots shall share equally in all costs and expenses associated with maintenance, repair and replacement of the Shared Sewer Improvements. The Owner of Lot 2 shall be solely responsible for causing any such maintenance, repair and replacement activities to be conducted in a good and

workmanlike manner and in accordance with all applicable laws, rules, ordinances, regulations and codes. Within thirty (30) days following receipt of written notice from the Owner of a Lot or from the City that any of the Shared Sewer Improvements are in need of maintenance, repair and/or replacement, the Owner of Lot 2 shall provide written notice thereof (the “**Sewer Repair Notice**”) to the Owners of the other Lots, and shall include in such written notice, a detailed description of the work that needs to be completed (the “**Sewer Work**”) and a quote for the cost of completing the maintenance, repair and/or replacement from a licensed contractor (the “**Sewer Contractor**”). If no Owner of a Lot objects to the use of the Contractor by written notice delivered to the Owner of Lot 2 within five (5) days following receipt of the Sewer Repair Notice, then the Owner of Lot 2 shall proceed with hiring the Contractor to perform the Sewer Work. The Owner of each Lot shall pay their prorata share (25% per Lot) pursuant to an invoice received by the Owner of Lot 2 or the Sewer Contractor, as and when due and prior to delinquency. If any Owner fails to pay their prorata share as and when due, any other Owner may elect to pay the delinquent Owner’s prorata share, whereupon the delinquent Owner shall repair the paying Owner immediately. The amount paid on behalf of the delinquent Owner shall accrue at twelve-percent (12%) per annum, compounding monthly.

3. Shared Drainage Improvements and Easements.

3.1. Construction of Shared Drainage Improvements. Declarant has previously or will in the future design, construct and install certain drainage improvements located on Lot 1 (the “**Shared Drainage Improvements**”) to serve the Lots, in accordance with plans and specifications approved by the City (the “**Drainage Plans**”). The Shared Drainage Improvements shall include, without limitation, any and all pipes, swales, retention basins and related improvements located on Lot1, Lot 2 and Lot 3 set forth in the Drainage Plans. The Drainage Improvements expressly exclude any and all drainage improvements located on Lot 4 and any and all drainage improvements located on each Lot, which are intended to serve such Lot exclusively.

3.2. Shared Drainage Easements.

(A) Lot 1 Drainage Easement. The Declarant hereby declares an easement in favor of Lot 2, Lot 3 and Lot 4, and any Owner of all or any portion thereof and their respective employees, invitees, agents, guests, tenants, contractors and subcontractors, and its and their respective successors and assigns (collectively, the respective “**Owner Parties**”), a perpetual, nonexclusive easement over, under and across the Lot 1 Drainage Easement Area described on Exhibit “C-1” attached hereto and incorporated herein by this reference and identified on the Plat (the “**Lot 1 Drainage Easement Area**”) for the purposes of accessing and using the Shared Drainage Improvements located within Lot 1 in accordance with the terms and conditions contained in this Agreement.

(B) Lot 2 Drainage Easement. The Declarant hereby declares an easement in favor of Lot 3 and Lot 4, and any Owner of all or any portion thereof and their respective employees, invitees, agents, guests, tenants, contractors and subcontractors, and its and their respective successors and assigns (collectively, the respective “**Owner Parties**”), a perpetual, nonexclusive easement over, under and across the Lot 2 Drainage Easement Area described on Exhibit “C-2” attached hereto and incorporated herein by this reference and identified on the Plat

(the “**Lot 2 Drainage Easement Area**”) for the purposes of distributing such drainage flows from each of the Lots to the Shared Drainage Improvements, all in accordance with the Drainage Plan.

(C) Lot 3 Drainage Easement. The Declarant hereby declares an easement in favor of Lot 4, and any Owner of all or any portion thereof and their respective employees, invitees, agents, guests, tenants, contractors and subcontractors, and its and their respective successors and assigns (collectively, the respective “**Owner Parties**”), a perpetual, nonexclusive easement over, under and across the Lot 3 Drainage Easement Area described on Exhibit “C-3” attached hereto and incorporated herein by this reference and identified on the Plat (the “**Lot 3 Drainage Easement Area**”) for the purposes of distributing such drainage flows from each of the Lots to the Shared Drainage Improvements, all in accordance with the Drainage Plan.

3.3. Use of Shared Drainage Improvements. The Owners of the Lots and their respective Owner Parties shall use the Shared Drainage Improvements for the purpose of distributing such drainage flows from each of the Lots as are consistent with the Drainage Plan. In no event shall any Owner Party use the Shared Drainage Improvements in any way that interferes with the use of the Shared Drainage Improvements for their intended purposes or obstructs any portion of the Shared Drainage Improvements. No Owner Party shall place or allow any obstructions to be placed within the Shared Drainage Improvements that would in any way interfere with the use of Shared Drainage Improvements for their intended purposes.

3.4. Maintenance and Repair of Shared Drainage Improvements. The Owners of the Lots shall share equally in all costs and expenses associated with maintenance, repair and replacement of the Shared Drainage Improvements. The Owner of Lot 1 shall be solely responsible for causing any such maintenance, repair and replacement activities to be conducted in a good and workmanlike manner and in accordance with all applicable laws, rules, ordinances, regulations and codes. Within thirty (30) days following receipt of written notice from the Owner of a Lot that any of the Shared Drainage Improvements are in need of maintenance, repair and/or replacement, the Owner of Lot 1 shall provide written notice thereof (the “**Drainage Repair Notice**”) to the Owners of the other Lots, and shall include in such written notice, a detailed description of the work that needs to be completed (the “**Drainage Work**”) and a quote for the cost of completing the maintenance, repair and/or replacement from a licensed contractor (the “**Drainage Contractor**”). If no Owner of a Lot objects to the use of the Drainage Contractor by written notice delivered to the Owner of Lot 1 within five (5) days following receipt of the Drainage Repair Notice, then the Owner of Lot 1 shall proceed with hiring the Contractor to perform the Work. The Owner of each Lot shall pay their prorata share (25% per Lot) pursuant to an invoice received by the Owner of Lot 2 or the Drainage Contractor, as and when due and prior to delinquency. If any Owner fails to pay their prorata share as and when due, any other Owner may elect to pay the delinquent Owner’s prorata share, whereupon the delinquent Owner shall repair the paying Owner immediately. The amount paid on behalf of the delinquent Owner shall accrue at twelve-percent (12%) per annum, compounding monthly.

4. Lien for Amounts Due. Each Owner, by becoming the Owner of a Lot, is deemed to covenant and agree to pay the amounts due hereunder and all other fees and costs which may become payable by the Owner hereunder. The amounts due hereunder, together with all interest thereon, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the amount became due. No Owner shall be relieved of the obligation to pay any of the

amounts due hereunder by abandoning or not using its Lot or any of the improvements described herein, or by leasing or otherwise transferring occupancy rights with respect to its Lot. However, upon transfer by an Owner of fee title to such Owner's Lot and recording of a deed effecting transfer, such transferring Owner shall not be liable for any amounts thereafter levied against such Lot. The obligation to pay such amounts is a separate and independent covenant on the part of each Owner.

5. Real Property Taxes and Assessments. Each Owner shall be responsible for the timely payment of all real property taxes and assessments and charges by any utility district serving the Lot(s) owned by such Owner.

6. Monetary Default and Remedies.

6.1. Uncured Default. An "***Uncured Default***" shall exist when any Owner fails to pay, when due and within thirty (30) days following receipt of written invoice or notice thereof, any amounts required to be paid by such Owner hereunder. Such an Uncured Default continues until all current and back payments and arrearages of such amount, together with interest thereon at 18% per annum from the date first due, and any legal costs incurred in connection with the collection thereof, including any court or arbitration costs or attorneys' fees incurred, whether or not included in any judgment or award rendered in connection therewith (collectively, the "***Costs to Cure***"), have been paid in full by or on behalf of the Owner.

6.2. Remedies. In the event of an Uncured Default:

(A) Lien. The Owner to whom any amounts due hereunder are unpaid shall have a lien on the applicable Lot for all amounts due. Such lien shall be prior and superior to all other liens affecting the Lot in question, except (a) taxes, bonds, assessments and other levies which, by law, are superior thereto, and (b) the lien or charge of any first mortgage made in good faith and for value. Such liens may be foreclosed in the manner provided by law for the foreclosure of mortgages. The sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of the amounts due hereunder as to payments which became due prior to such sale or transfer, but shall not relieve such Lot from liability for any amounts due or becoming due after such sale or transfer, or from the lien thereof. Each Owner shall have the power to bid for any Lot at any sale to foreclose lien granted herein on the Lot, and to acquire and hold, lease, mortgage and convey the same. Recording of this Agreement constitutes record notice and perfection of the liens established hereby, and further recordation of any claim of a lien for amounts due hereunder shall not be required, whether to establish or perfect such lien or to fix the priority thereof, or otherwise.

(B) Other Remedies. The Owners shall have all other rights and remedies available at law or in equity.

7. Run with the Land. The parties hereto acknowledge and agree that the easements and other rights conferred hereby are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, each Owner acknowledges that Owner's rights hereunder are freely assignable; that Owner may enter into agreements to sell or may

otherwise transfer its rights herein, and that each Owner hereby consents to such Owner's assignment of all of its rights and interests in this Agreement, and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, such Owner shall be forever released and discharged from any and all claims, demands and damages which the Owners or Declarant may have, make or suffer as a result of anything done or occurring after the date of such assignment.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings, oral or written, are hereby superseded and merged herein. Except as expressly provided herein to the contrary, no change or addition is to be made to this Agreement except by written amendment executed by the Owners, or their respective successors or assigns.

9. Notices. Any notices and demands required or permitted by this Agreement or by law shall be given in writing addressed to the parties at the parties' last known address, and delivered by (a) hand delivery, or (b) reputable overnight carrier (such as Federal Express, DHL or UPS) for next business day receipt by the addressee, or (c) United States mail, registered or certified, postage prepaid, return receipt requested, or (d) fax, evidenced by the machine generated receipt from the sender's device, or (e) email. Notice shall be deemed given upon receipt if sent in accordance with subpart (a) above, or upon the next business day if sent in accordance with subpart (b) above, or two business days following the date sent if sent in accordance with subpart (c) above, or as of the machine-stamped date and time on the sent message if sent by in accordance with subpart (d) or (e) above so long as notice is also sent by at least one of the other methods provided above.

10. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion the Project to the general public, for the general public or for any public use or purpose whatsoever.

11. Invalidity. If any provision hereof or the application thereof to any party hereto, or to any person or circumstance is held invalid, void or illegal by any court or governmental authority having jurisdiction, the remaining portions hereof and the application of such provisions other than those to which it is held to be invalid, void or illegal shall nevertheless remain in full force and effect and not be affected thereby.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile or electronic copy of this Agreement shall be deemed an original for all relevant purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Declarant has caused this Agreement to be executed and acknowledged as of the date first written above.

DECLARANT

ROSS BLANCHARD STUART

:

STATE OF [_____])
) SS.
COUNTY OF [_____])

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____. He ____ is personally known to me or ____ has produced a driver's license as identification.

Notary Public

Print Name: _____

Serial No. (if any): _____

My Commission Expires:

EXHIBIT “A”

THE PROPERTY

EXHIBIT “B-1”

RESERVED

EXHIBIT "B-2"

LOT 2 SEWER EASEMENT AREA



**Legal Description
10' PRIVATE SEWER EASEMENT #1
Hanella Estates**

Job No. 16-345

June 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence along the west line of said G.L.O. Lot 7 North 0 degrees 03 minutes 54 seconds West, 141.59 feet to a point on said west line;

thence, departing said west line North 89 degrees 57 minutes 11 seconds East, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 03 minutes 54 seconds West, 112.50 feet;

thence North 89 degrees 57 minutes 11 seconds East, 10.00 feet;

thence South 0 degrees 03 minutes 54 seconds East, 112.50 feet;

thence South 89 degrees 57 minutes 11 seconds West, 10.00 feet to the POINT OF BEGINNING.



Said portion of land containing 1,125 square feet, or 0.0258 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description's shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.





**Legal Description
10' PRIVATE SEWER EASEMENT #4
Hanella Estates**

Job No. 16-345

September 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence along the west line of said G.L.O. Lot 7 North 0 degrees 03 minutes 54 seconds West, 401.34 feet to a point on said west line;

thence, departing west line of said G.L.O. Lot 7 North 89 degrees 57 minutes 11 seconds East, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 03 minutes 54 seconds West, 146.67 feet;

thence North 29 degrees 56 minutes 58 seconds East, 54.58 feet to a point on the south right of way line of Shea Boulevard lying 65.00 feet south of the north line of said G.L.O. Lot 7, being coincidental to the north line of the Northeast Quarter of said Section 26;

thence along said south right of way line North 89 degrees 56 minutes 58 seconds East, 11.55 feet;

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thence, departing said south right of way line
South 29 degrees 56 minutes 58 seconds West, 57.67 feet;

thence South 0 degrees 03 minutes 54 seconds East, 129.08 feet;

thence South 33 degrees 47 minutes 30 seconds West, 17.95 feet to the POINT
OF BEGINNING.

Said portion of land containing 1,940 square feet, or 0.0445 acres, more or
less, and being subject to any easements, restrictions, and/or rights-of-ways of
record or otherwise.

This description's shown hereon is not to be used to violate subdivision
regulations of the State, County and/or Municipality, or any other land division
restrictions.



EXHIBIT "B-3"

LOT 3 SEWER EASEMENT AREA



**Legal Description
10' PRIVATE SEWER EASEMENT #2
Hanella Estates**

Job No. 16-345

June 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence along the west line of said G.L.O. Lot 7 North 0 degrees 03 minutes 54 seconds West, 254.09 feet to a point on said west line;

thence, departing said west line North 89 degrees 57 minutes 11 seconds East, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 03 minutes 54 seconds West, 78.82 feet;

thence North 76 degrees 08 minutes 19 seconds East, 183.86 feet;

thence South 2 degrees 41 minutes 12 seconds East, 10.19 feet;

thence South 76 degrees 08 minutes 19 seconds West, 174.05 feet;

thence South 0 degrees 03 minutes 54 seconds East, 70.98 feet;

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thence South 89 degrees 57 minutes 11 seconds West, 10.00 feet to the POINT OF BEGINNING.

Said portion of land containing 2,539 square feet, or 0.0583 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description's shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.





**Legal Description
10' PRIVATE SEWER EASEMENT #3
Hanella Estates**

Job No. 16-345

September 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence along the west line of said G.L.O. Lot 7 North 0 degrees 03 minutes 54 seconds West, 332.91 feet to a point on said west line;

thence, departing said west line North 89 degrees 57 minutes 11 seconds East, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 03 minutes 54 seconds West, 68.43 feet;

thence North 33 degrees 47 minutes 30 seconds East, 17.95 feet;

thence South 0 degrees 03 minutes 54 seconds East, 80.88 feet;

thence South 76 degrees 08 minutes 19 seconds West, 10.30 feet to the POINT OF BEGINNING.

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Said portion of land containing 747 square feet, or 0.0171 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description's shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.



EXHIBIT "C-1

LOT 1 DRAINAGE EASEMENT AREA



**Legal Description
DRAINAGE EASEMENT #1
Hanella Estates**

Job No. 16-345

June 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence, continuing North 89 degrees 57 minutes 11 seconds East along the south line of said G.L.O. Lot 7, 240.64 feet to a point on said southwest line;

thence, departing said south line North 0 degrees 04 minutes 04 seconds West, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 04 minutes 04 seconds West, 78.59 feet;

thence North 89 degrees 57 minutes 11 seconds East, 38.18 feet to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 27 degrees 15 minutes 23 seconds West a distance of 20.00 feet;

thence Southeasterly 21.88 feet along the arc of said curve through a central angle of 62 degrees 40 minutes 33 seconds;

thence South 0 degrees 04 minutes 04 seconds East, 53.82 feet to the beginning of a curve, concave Northwest, having a radius of 20.00 feet;

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thence Southwesterly 7.16 feet along the arc of said curve through a central angle of 20 degrees 30 minutes 29 seconds;

thence on a non-tangent line South 89 degrees 57 minutes 11 seconds West, 47.73 feet to the POINT OF BEGINNING.

Said portion of land containing 3,793 square feet, or 0.0871 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description's shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.





**Legal Description
DRAINAGE EASEMENT #2
Hanella Estates**

Job No. 16-345

June 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence along the west line of said G.L.O. Lot 7 North 0 degrees 03 minutes 54 seconds West, 20.00 feet to a point on said west line;

thence, departing said west line North 89 degrees 57 minutes 11 seconds East, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 03 minutes 54 seconds West, 121.59 feet;

thence North 89 degrees 57 minutes 11 seconds East, 32.00 feet;

thence South 0 degrees 03 minutes 54 seconds East, 121.59 feet;

thence South 89 degrees 57 minutes 11 seconds West, 32.00 feet to the POINT OF BEGINNING.



Said portion of land containing 3,891 square feet, or 0.0893 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description's shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.



EXHIBIT "C-2

LOT 2 DRAINAGE EASEMENT AREA



**Legal Description
DRAINAGE EASEMENT #3
Hanella Estates**

Job No. 16-345

June 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence along the west line of said G.L.O. Lot 7 North 0 degrees 03 minutes 54 seconds West, 141.59 feet to a point on said west line;

thence, departing said west line North 89 degrees 57 minutes 11 seconds East, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 03 minutes 54 seconds West, 112.50 feet;

thence North 89 degrees 57 minutes 11 seconds East, 17.05 feet;

thence South 1 degrees 58 minutes 57 seconds East, 28.28 feet;

thence South 0 degrees 03 minutes 54 seconds East, 84.24 feet;

thence South 89 degrees 57 minutes 11 seconds West, 18.00 feet to the POINT OF BEGINNING.

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S:\Projects\2016\16-345\Legal Survey\Legals\16-345 Drainage Easement #3.docx



Said portion of land containing 2,012 square feet, or 0.0462 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description's shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.



EXHIBIT "C-3

LOT 3 DRAINAGE EASEMENT AREA



**Legal Description
DRAINAGE EASEMENT #4
Hanella Estates**

Job No. 16-345

June 17, 2020

A portion of G.L.O. Lot 7 of Section 26, Township 3 North, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, located within the Northeast Quarter of said section 26, being more particularly described as follows:

COMMENCING at a City of Scottsdale brass cap flush at the North quarter-corner of said Section 26, from which a Maricopa County Highway Department brass cap in hand hole at the Center quarter-corner of said Section 26 bears South 0 degrees 03 minutes 45 seconds East, 2641.15 feet;

thence along the north-south mid-section line of said section 26 South 0 degrees 03 minutes 45 seconds East, 660.25 feet to a point on said north-south mid-section line;

thence, departing said north-south mid-section line North 89 degrees 57 minutes 11 seconds East, 329.64 feet to the southwest corner of said G.L.O. Lot 7;

thence along the west line of said G.L.O. Lot 7 North 0 degrees 03 minutes 54 seconds West, 254.09 feet to a point on said west line;

thence, departing said west line North 89 degrees 57 minutes 11 seconds East, 33.00 feet to the POINT OF BEGINNING;

thence North 0 degrees 03 minutes 54 seconds West, 82.45 feet;

thence North 76 degrees 13 minutes 28 seconds East, 183.64 feet;

thence South 2 degrees 41 minutes 12 seconds East, 13.51 feet;

thence South 76 degrees 08 minutes 19 seconds West, 172.31 feet;

thence South 6 degrees 29 minutes 39 seconds East, 37.83 feet;

thence South 1 degrees 58 minutes 57 seconds East, 33.83 feet;

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thence South 89 degrees 57 minutes 11 seconds West, 17.05 feet to the POINT OF BEGINNING.

Said portion of land containing 3,523 square feet, or 0.0809 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description's shown hereon is not to be used to violate subdivision regulations of the State, County and/or Municipality, or any other land division restrictions.

