

When recorded Mail to:

City of Goodyear  
City Clerk / LRB  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**PUBLIC UTILITY, SIDEWALK AND ACCESS EASEMENT**

GRANTOR:

**AMAZON.COM SERVICES LLC, a  
Delaware limited liability company**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona municipal corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **AMAZON.COM SERVICES LLC, a Delaware limited liability company**, (“Grantor”) does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, its successors and assigns (“Grantee”), a Public Utility, Sidewalk and Access Easement. The Public Utility, Sidewalk and Access Easement (the “Easement”) shall be a permanent easement upon, over, under, across, above and through the real property described in Exhibit “A,” attached hereto and incorporated herein (the “Easement Area”). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing public utility facilities in, over, above, and under the Easement Area by the City of Goodyear and its Permittees; (ii) entering upon, constructing, installing, operating, maintaining, repairing and/or replacing public sidewalks over and above the Easement Area by the City of Goodyear and its Permittees; (iii) pedestrian travel by the general public over any public sidewalks installed with the Easement Area; and (iv) providing access to the Easement Area for the purposes set forth herein.

The Grantee shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

This Public Utility, Sidewalk and Access Easement constitutes a covenant running with the land for the benefit of the Grantee.

Grantor and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility, Sidewalk and Access Easement unless installed by them.

Grantor reserves for itself, its successors and assigns all such rights and privileges in the Easement Area as may be used without interfering with or abridging the rights and easements hereby acquired.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*Signatures, Acknowledgements and Exhibits on Following Pages*

GRANTOR:  
**AMAZON.COM SERVICES LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
By: Mark Griffin, Authorized Signatory

State of Washington) )ss.  
County of King )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ in such individual's capacity as Authorized Signatory of AMAZON.COM SERVICES, L.L.C, a Delaware Company and known to me personally, who being duly sworn (or affirmed) did say that the foregoing instrument was signed on behalf of said company and was the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

\_\_\_\_\_  
Notary Public

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, ARIZONA**, an Arizona municipal corporation, the \_\_\_\_ day of \_\_\_\_\_, 2020.

By:\_\_\_\_\_

Its:\_\_\_\_\_

State of Arizona ) )ss.  
County of Maricopa )

The foregoing instrument (Public Utility, Sidewalk and Access Easement) was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of the **CITY OF GOODYEAR, ARIZONA**, an Arizona municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

*Exhibit(s) on Following Page(s)*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

EXHIBIT "A"  
LEGAL DESCRIPTION FOR  
**PUBLIC UTILITY EASEMENT**

All that certain lot, tract, or parcel of land, situated in a portion of the Southeast Quarter of Section 23, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

**COMMENCING** at a found Maricopa County aluminum cap stamped "RLS#21080" for the South Quarter corner of said Section 23, from which a found brass cap in handhole for the Southwest corner of said Section 23 bears North 89 deg. 59 min. 41 sec. West (Basis of Bearings) - 2,639.84 feet and from which a previously found City of Goodyear Brass cap (now obliterated) for the Southeast corner of said Section 23 bears South 89 deg. 59 min. 49 sec. East - 2,639.88 feet;

**THENCE** South 89 deg. 59 min. 49 sec. East along the South line of the Southeast Quarter of said Section 23, a distance of 2,051.03 feet;

**THENCE** North 00 deg. 00 min. 11 sec. East departing said South line, a distance of 75.11 feet to the North line of a 10' Public Utility Easement described in Document No. 2010-0872258, Maricopa County Records (MCR), said point being the **TRUE POINT OF BEGINNING**;

**THENCE** North 88 deg. 43 min. 48 sec. East departing said North line, a distance of 356.27 feet;

**THENCE** South 00 deg. 13 min. 42 sec. West being 233.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 23, a distance of 7.92 feet to the North line of said 10' Public Utility Easement;

**THENCE** North 89 deg. 59 min. 49 sec. West along said North line and being 75.11 feet North of and parallel with the South line of the Southeast Quarter of said Section 23, a distance of 356.15 feet to the **POINT OF BEGINNING**, containing 1,410 square feet or 0.032 acres of land, more or less.

*Exhibit map attached and made a part hereof.*



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°00'11"E	75.11
L2	N88°43'48"E	356.27
L3	S00°13'42"W	7.92
L4	N89°59'49"W	356.15

FND. M.C.D.O.T.  
BRASS CAP, FLUSH  
E 1/4 COR. SEC. 23,  
T2N, R2W

N 00°13'42" E 2603.23'

**N. COTTON LANE**

CALCULATED POSITION OF C.O.G. BRASS CAP  
DESTROYED IN CONSTRUCTION, LOCATION IS  
PER PREVIOUS SURVEYS, SEC COR. SEC. 23, T2N, R2W

RADOS PROPERTIES - CALIFORNIA LAND LLC  
2016-0467332, MCR

**PUBLIC UTILITY EASEMENT**  
1,410 SQ. FT. / 0.032 AC.

**POINT OF BEGINNING**

10' PUE PER  
2010-0872258, MCR

65.11' R/W PER  
2010-0872257, MCR

**BASIS OF BEARINGS**

N 89°59'41" W 2639.84'

2051.03'

S 89°59'49" E 2639.88'

**W. INDIAN SCHOOL ROAD**

**POINT OF COMMENCING**

FND. MARICOPA COUNTY ALUMINUM  
CAP, RLS#21080, S 1/4 COR. SEC. 23, T2N, R2W

FND. BRASS CAP  
IN HANDHOLE  
SW COR. SEC. 23,  
T2N, R2W

**EXHIBIT "A" MAP SHOWING  
PUBLIC UTILITY EASEMENT, SITUATED IN A PORTION  
OF THE SOUTHEAST QUARTER OF SECTION 23, T2N, R2W  
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA**

**GOODWIN AND  
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 218-7285

Scale: 1" = 200'

Date: 12/14/2019

Job No.: 10861A

Drafted: J.N.R.

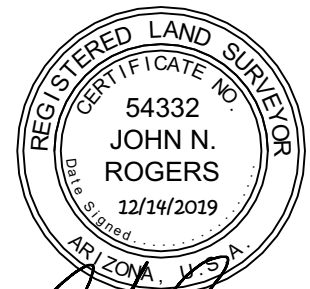
Checked: J.N.R.

Sheet

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of

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*John N. Rogers*