

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)(2)

## **PUBLIC UTILITY AND ACCESS EASEMENT**

**GRANTOR:**

**THE ROCK OF REFUGE, a non-profit organization**

**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, **THE ROCK OF REFUGE, a non-profit organization**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, ("GRANTEE"), its successors and assigns, a Public Utility and Access Easement. The Public Utility and Access Easement shall be a permanent easement on, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein, for all purposes, including, but not limited to entering upon, locating, constructing, maintaining, repairing, replacing, using and/or authorizing the location, construction, maintenance repair, replacement, and/or use of all utility facilities, including: water; gas; and sewer line; poles; wires; conduits; ducts; cables; telemetering and communications equipment; drainage facilities and appurtenances thereto; etc upon, together with the right of access to the easement and for the easement for these purposes.

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.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of any facilities constructed by GRANTEE, and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair.

GRANTOR reserves for itself, its heirs, successors and assigns all such rights and privileges in the real property described in Exhibit "A" as may be used without interfering with or abridging the rights and easements hereby acquired subject, however, to existing easements for public rights-of-way and public utilities.

GRANTOR, its heirs, successors and assigns, hereby waives and releases GRANTEE, its elected officials, officers, employees, agents, successors, and assigns from any and all liability for damage to GRANTOR'S property that results from GRANTEE'S exercise of its rights under this easement, PROVIDED GRANTEE shall, as soon as practicable restore all property of GRANTOR to a neat and presentable condition.

This Public Utility and Access Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 3rd day of June, 2013.

GRANTOR: **THE ROCK OF REFUGE**, a non-profit organization

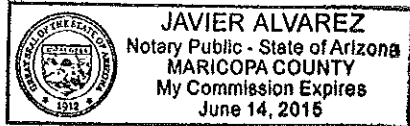
By: [Signature]

Its: President

Date: 6/3/13

State of Arizona     )  
                                  )ss.  
County of Maricopa    )

On this 3rd day of June, 2013, personally appeared before me JAVIER ALVAREZ, KEVIN Goff of **ROCK OF REFUGE**, a non-profit organization.



[Signature]  
Notary Public

My Commission Expires:

June 14 2015

ACCEPTED by the **CITY OF GOODYEAR, ARIZONA**, the \_\_\_\_\_ day of \_\_\_\_\_, 2013  
By: \_\_\_\_\_

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

Date: \_\_\_\_\_

State of Arizona     )  
                                  )ss.  
County of Maricopa    )

On this day, personally appeared before me \_\_\_\_\_, as \_\_\_\_\_ of the **CITY OF GOODYEAR, ARIZONA**, an Arizona municipal corporation, on behalf of said corporation.

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "A"**

**PAGE 1 OF 2**

**INCITO SCHOOLS  
PUBLIC UTILITY EASEMENT**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE "GOODYEAR CORNER" AS DESCRIBED IN AN UNRECORDED SURVEY PREPARED BY WILLIAMS AND ELLIS AND SEALED BY HANEN H. WILLIAMS ON 1-23-68 BEING MONUMENTED BY AN ALUMINUM CAP, LS 20165;

THENCE NORTH 26 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.07 FEET TO THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST BEING MONUMENTED BY A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEING MONUMENTED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE BEARING SOUTH 00 DEGREES 18 MINUTES 31 SECONDS EAST, A DISTANCE OF 2639.97 FEET THEREFROM;

THENCE SOUTH 00 DEGREES 18 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 642.78 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 35.05 FEET;

THENCE NORTH 72 DEGREES 26 MINUTES 50 SECONDS EAST, A DISTANCE OF 20.89 FEET TO THE EAST LINE OF WEST 55.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 72 DEGREES 26 MINUTES 50 SECONDS EAST, A DISTANCE OF 10.47 FEET TO THE EAST LINE OF WEST 65.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 6

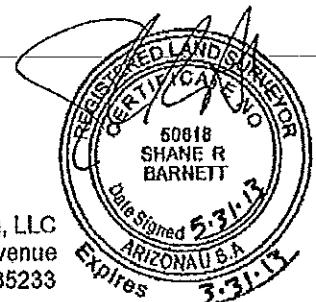
THENCE SOUTH 00 DEGREES 18 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 380.18 FEET TO THE SOUTH LINE OF THE NORTH 1008.16 FEET OF GLO LOT 6;

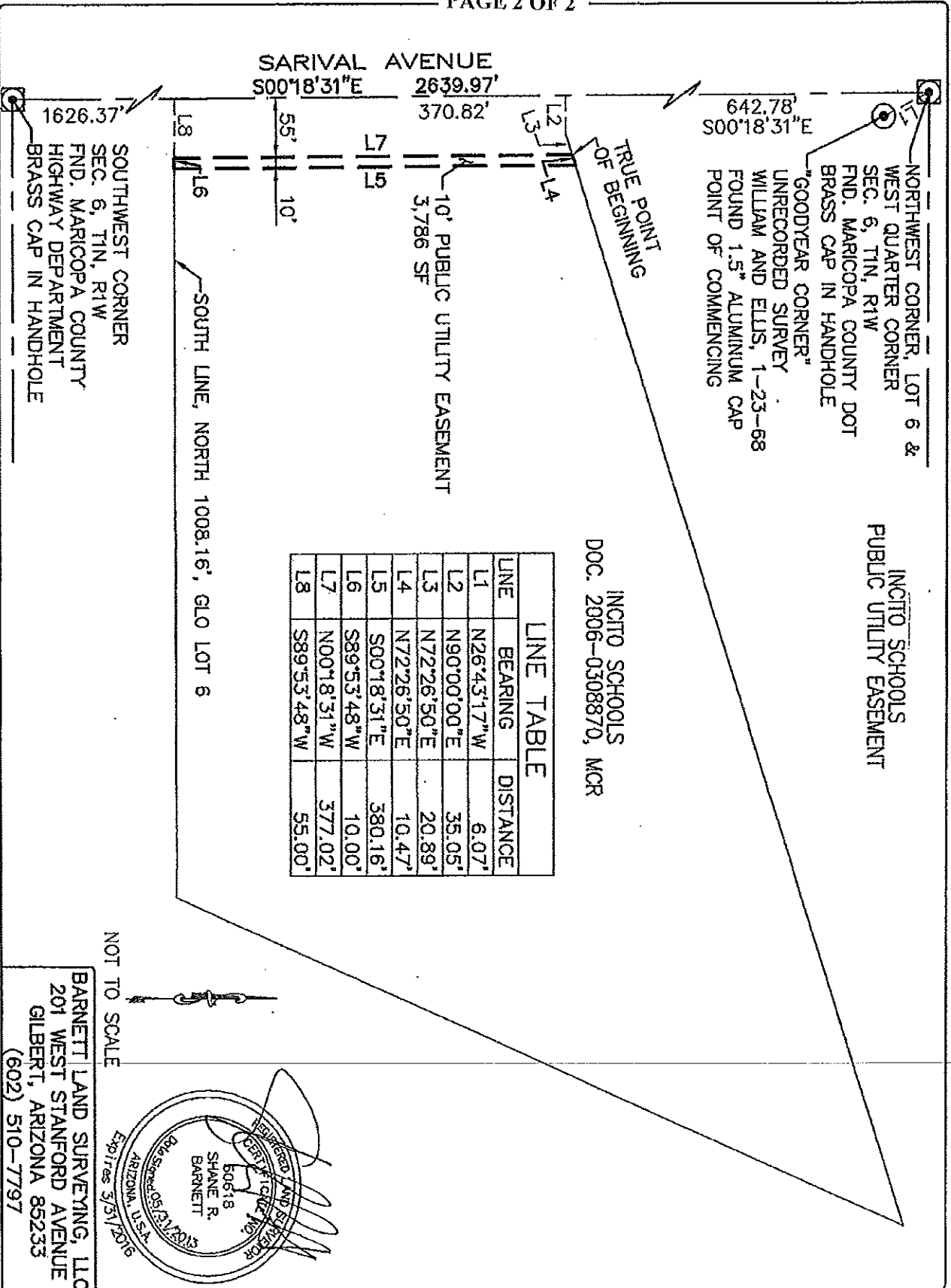
THENCE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 377.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,786 SQUARE FEET MORE OR LESS.

Barnett Land Surveying, LLC  
201 West Stanford Avenue  
Gilbert, Arizona 85233





INCITO SCHOOLS  
DOC. 2006-0308870, MCR

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N26°43'17"W	6.07'
L2	N90°00'00"E	35.05'
L3	N72°26'50"E	20.89'
L4	N72°26'50"E	10.47'
L5	S00°18'31"E	380.16'
L6	S89°53'48"W	10.00'
L7	N00°18'31"W	377.02'
L8	S89°53'48"W	55.00'

NOT TO SCALE

BARNETT LAND SURVEYING, LLC  
201 WEST STANFORD AVENUE  
GILBERT, ARIZONA 85233  
(602) 510-7797

