

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:

GRANTEE:

**CANYON TRAILS HOMEOWNERS'
ASSOCIATION, an Arizona corporation**

**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, **CANYON TRAILS HOMEOWNERS' ASSOCIATION, an Arizona corporation**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns ("Grantee") for use by the City and its permittees, a Public Utility and Access Easement. The Public Utility and Access 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"), for the following purposes:

- a.) Entering upon, locating, constructing, maintaining, repairing, replacing, and/or repairing all utility facilities, included but not limited to: water sewer, and gas lines; poles; wires; conduits; ducts; cables; telemetering and communications equipment; drainage facilities and appurtenances thereto; and
- b.) Access over and across the Easement Area by the Grantee, third parties providing services on behalf of the Grantee, third parties providing emergency services, third parties performing any work permitted by the Grantee, and for use by all other governmental entities and agencies.

The Grantee and its permittees 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 and Access Easement constitutes a covenant running with the land for the benefit of the Grantee and its permittees.

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 and Access Easement unless installed by them. Grantor and its

respective successors and assigns, hereby waives and releases Grantee from any and all liability for damage to the Property that results from the exercise of the rights granted under this easement provided Grantee shall, as soon as practicable restore the Property to a neat and presentable condition.

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 _____, 2015.

GRANTOR:

By: _____

Its: _____ Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Access Easement) was acknowledged before me this ____ day of _____, 2015 by _____, as _____ of CANYON TRAILS HOMEOWNERS' ASSOCIATION, an Arizona corporation.

Notary Public

Additional Signatures, Acknowledgements and Exhibits on Following Pages

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the ____ day of _____, 2015.

By: _____

Its: _____

Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Access Easement) was acknowledged before me this _____ day of _____, 2015 by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibits on Following Pages



**Legal Description
PUBLIC UTILITY AND ACCESS EASEMENT
FOR LA VENTILLA**

Job No. 12-136

June 29, 2014
Revised August 5, 2015

A portion of Tract C, Canyon Trails Unit 2, according to Book 565 of Maps, Page 45, Records of Maricopa County, Arizona, located in the Northeast quarter of Section 1, Township 1 North, Range 2 West, Gila and Salt River Meridian, and more particularly described as follows:

COMMENCING at a brass cap in a hand hole at the East quarter corner of said Section 1, from which an "X" in a concrete bridge at the Northeast corner of said Section 1 bears North 00 degrees 17 minutes 44 seconds East (an assumed bearing) 2,604.39 feet; thence North 00 degrees 17 minutes 44 seconds East, along the east line of the Northeast quarter of said Section 1, 1,030.94 feet; thence North 89 degrees 42 minutes 16 seconds West 55.00 feet to a corner of said Tract C adjacent to the Sarival Avenue right of way; thence North 87 degrees 58 minutes 31 seconds West, along the southeasterly line of said Tract C, 247.23 feet; thence North 84 degrees 47 minutes 23 seconds West, along said southeasterly line, 121.42 feet to a point on a non-tangent curve, concave to the southeast, the center of which bears South 05 degrees 12 minutes 38 seconds West, at a distance of 200.00 feet; thence southwesterly along said southeasterly line and the arc of said curve, through a central angle of 58 degrees 52 minutes 57 seconds 205.54 feet; thence South 36 degrees 19 minutes 40 seconds West, along said southeasterly line and not tangent to said curve, 207.22 feet to the POINT OF BEGINNING;

thence continue South 36 degrees 19 minutes 40 seconds West, 66.00 feet along said southeasterly line; thence South 80 degrees 30 minutes 33 seconds West, 132.68 feet to the beginning of a curve, concave northwest, having a radius of 223.00 feet; thence southwesterly 31.19 feet along the arc of said curve to the right through a central angle of 8 degrees 00 minutes 50 seconds to a point on the northwesterly line of said Tract C; thence North 38 degrees 36 minutes 11 seconds East, 65.61 feet along the northwesterly line of said Tract C; thence North 80 degrees 30 minutes 33 seconds East, 162.27 feet to the POINT OF BEGINNING.

Containing an area of 7,530 square feet or 0.1729 acres, more or less.



SHEET 1 OF 2

2045 S. Vineyard Ave.
Ste. 101 Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



PUBLIC UTILITY AND ACCESS EASEMENT

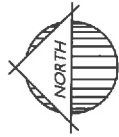
FOR LA VENTILLA

12-136

See Sheet 2 for Line
and Curve Tables

INTERSTATE 10

NE COR., SEC. 1
T.1N., R.2W



NOT TO SCALE

SARIVAL AVENUE

1030.94'

N00°17'44"E

55' R/W

E1/4 COR., SEC. 1
T.1N., R.2W

TRACT C
CANYON TRAILS UNIT 2
BK 565 PG 45 M.C.R.

UNSUBDIVIDED

N84°47'23"W 121.42'
N87°58'31"W 247.23'

S05°12'38"W (RADIAL)
R=200.00'
Δ=58°52'57"
L=205.54'

UNSUBDIVIDED

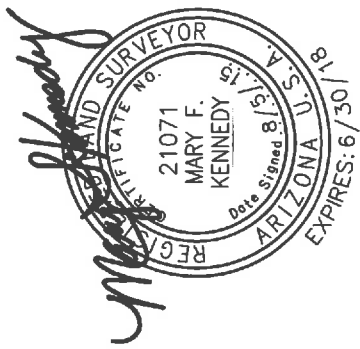
POINT OF BEGINNING

UNSUBDIVIDED

PUBLIC UTILITY AND
ACCESS EASEMENT

L1
L4
L2
L3
Lc1

TRACT C
CANYON TRAILS UNIT 2
BK 565 PG 45 M.C.R.



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	31.19'	223.00'	8°00'50"	15.62'	31.17'	N84°30'58"E

LINE TABLE		LENGTH
LINE	BEARING	
L1	S36°19'40"W	66.00'
L2	S80°30'33"W	132.68'
L3	N38°36'11"E	65.61'
L4	N80°30'33"E	162.27'



SHEET 2 OF 2

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FOR LA VENTILLA



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