

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)

### **ELECTRIC UTILITY AND ACCESS EASEMENT**

GRANTOR:

**PALM PLACE PLAZA CONDOMINIUM  
ASSOCIATION, an Arizona nonprofit  
corporation**

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, **PALM PLACE PLAZA CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns and permittees (collectively "Grantee"), an Electric Utility and Access Easement. The Electric 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: (i) entering upon, locating, constructing, maintaining, operating, replacing, and/or repairing an underground electric utility line (ii) entering upon, constructing, maintaining, repairing and/or replacing the underground electric utility line; and (iii) the right of 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 Electric Utility 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 Electric 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 Grantor's property that results from the exercise of the rights granted under this easement, including but not limited to ground

subsidence, provided Grantee shall, in a timely manner restore the Grantor's property to a condition substantially the same as before the damage or disturbance.

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 \_\_\_\_\_, 2018.

*Signatures, Acknowledgements and Exhibits on Following Pages*

GRANTOR:

PALM PLACE PLAZA CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation

By: [Signature]

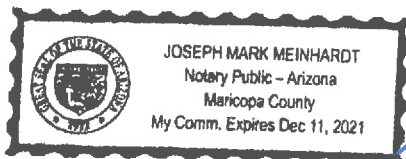
Its: Board President

Date: 8/15/18

State of Arizona )

County of Maricopa )ss.

The foregoing instrument (Electric Utility and Access Easement) was acknowledged before me this 15<sup>th</sup> day of August, 2018 by Timothy Fowler, as President of PALM PLACE PLAZA CONDOMINIUM ASSOCIATION.



[Signature]  
Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

State of Arizona )  
 )ss.

County of Maricopa )

The foregoing instrument (Electric Utility and Access Easement) was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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"**  
**PUBLIC UTILITY EASEMENT**

A PORTION OF PALM PLACE PLAZA CONDOMINIUM, A FINAL PLAT RECORDED AT BOOK 915, PAGE 17 OF MARICOPA COUNTY RECORDS (M.C.R.), BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 4, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 89 DEGREES 23 MINUTES 30 SECONDS WEST, 2617.76 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 653.35 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 36 MINUTES 30 SECONDS WEST, 65.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MCDOWELL ROAD AND THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 23 MINUTES 30 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 10.00 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 43 MINUTES 41 SECONDS WEST, 33.45 FEET;

THENCE SOUTH 89 DEGREES 22 MINUTES 41 SECONDS EAST, 14.61 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 23 SECONDS WEST, 28.21 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS WEST, 24.86 FEET;

THENCE NORTH 00 DEGREES 40 MINUTES 49 SECONDS EAST, 10.00 FEET;

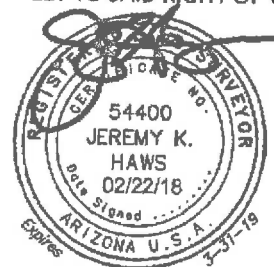
THENCE SOUTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, 14.77 FEET;

THENCE NORTH 00 DEGREES 11 MINUTES 23 SECONDS EAST, 8.29 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 41 SECONDS WEST, 14.70 FEET;

THENCE NORTH 00 DEGREES 43 MINUTES 41 SECONDS EAST, 43.45 FEET TO SAID RIGHT OF WAY LINE AND THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 912 SQUARE FEET, OR 0.0209 ACRES, MORE OR LESS.

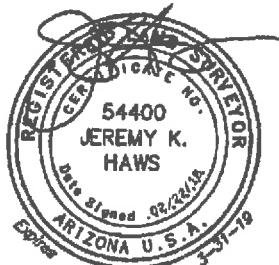
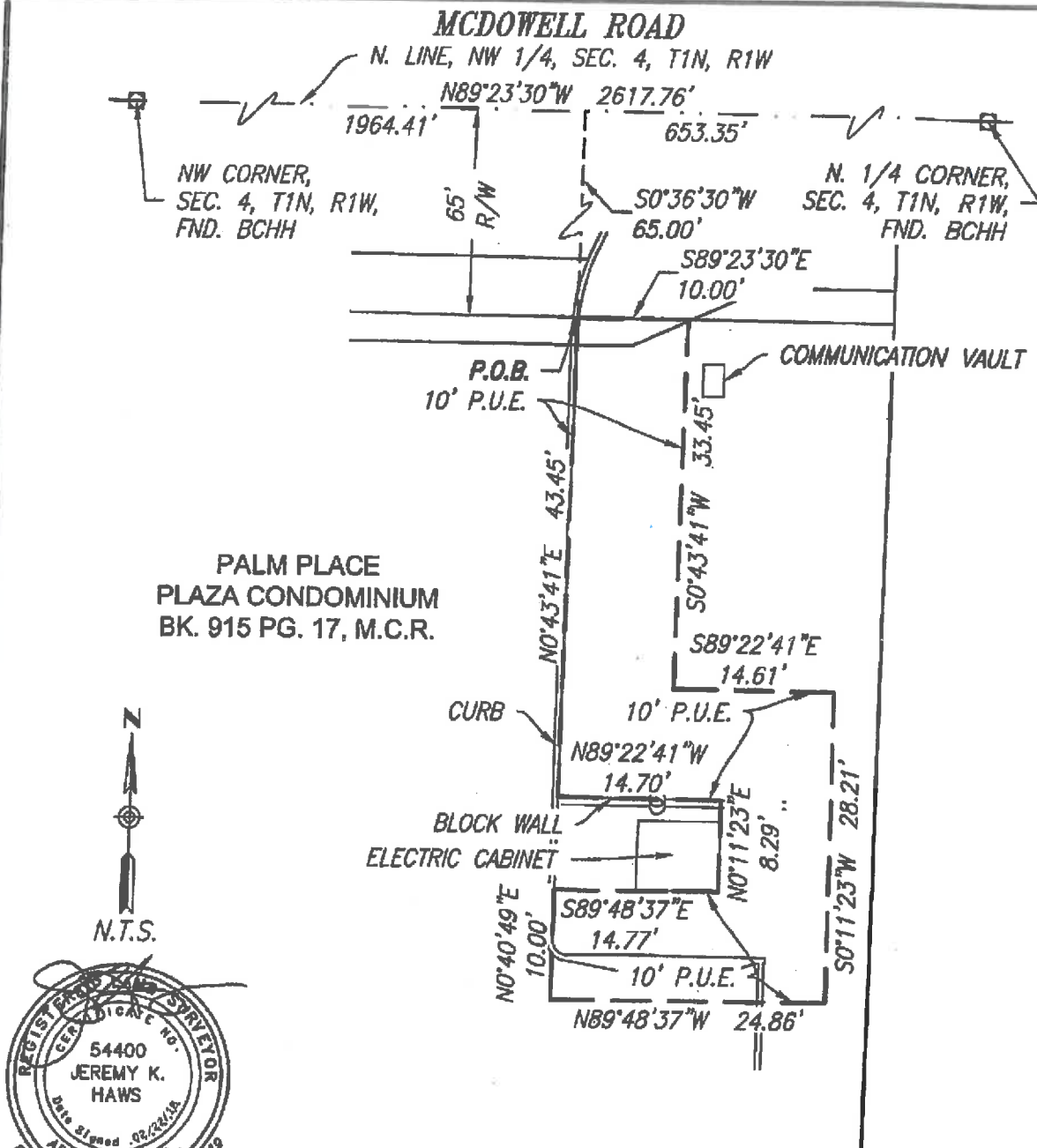




**HUBBARD  
ENGINEERING**

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Mesa, AZ 85210  
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**VAULT  
PUBLIC UTILITY EASEMENT  
EXHIBIT "A"**  
City of Goodyear, Maricopa County, Arizona

Project No. 17199	Date 02/22/18	Sht: 1 of 1
Project Manager J. HAWS	Project Eng.	