

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)

### EXCLUSIVE WATER METER AND LINE EASEMENT

GRANTOR:

**ANDERSEN REGIONAL  
MANUFACTURING, INC., a Wisconsin  
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, **ANDERSEN REGIONAL MANUFACTURING, INC., a Wisconsin corporation** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors and assigns (collectively "GRANTEE") a perpetual Exclusive Water Meter and Line Easement. The Exclusive Water Meter and Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace a water meter, appurtenances and underground water line(s) (the "Water Meter Facilities") within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), together with the right of access to the Easement Area 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. GRANTOR reserves for itself, its successors and assigns the right to use the real property described in Exhibit "A" for purposes that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not interfere with or endanger any of the Water Meter Facilities constructed within, on, across, over or under the real property described in Exhibit "A". GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the real property described in Exhibit "A".

GRANTEE shall be responsible for the operation of any Water Meter Facilities constructed within the Easement Area.

GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Water Meter Facilities constructed by GRANTOR, until such time as GRANTEE accepts the Water Meter Facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"). Upon Acceptance of the Water Meter Facilities, GRANTEE shall be responsible for the operation, maintenance, inspection, modification, repair, removal and/or replacement of the Water Meter Facilities constructed by GRANTOR.

GRANTEE shall indemnify, defend and hold GRANTOR harmless for, from and against any and all claims, lawsuits, losses, liability or expenses, including without limitation reasonable attorney's fees, arising out of the negligence of GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns in the exercise of the rights granted herein by GRANTEE.

This Water Meter and Line 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

*Signatures, Acknowledgements and Exhibits on Following Pages*

GRANTOR:

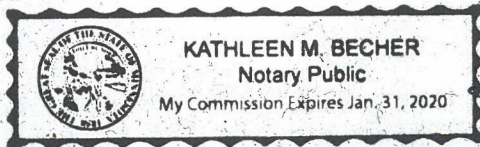
ANDERSEN REGIONAL MANUFACTURING, INC., a Wisconsin corporation

By: Philip E. Donaldson  
Philip E. Donaldson,

Its: CFO

State of Minnesota           )  
                                          )ss.  
County of Washington       )

The foregoing instrument (Exclusive Water Meter and Line Easement) was acknowledged before me this 11<sup>th</sup> day of March, 2019 by Philip E. Donaldson, as CFO of ANDERSEN REGIONAL MANUFACTURING, INC., a Wisconsin corporation.



Kathleen M. Becher  
Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

State of Arizona           )  
                                          )ss.  
County of Maricopa       )

The foregoing instrument (Exclusive Water Meter and Line Easement) was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 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)

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**GOODYEAR CROSSING INDUSTRIAL PARK, LOT 2B**

AN EASEMENT WITHIN LOT 2B OF THE MINOR LAND DIVISION FOR 'GOODYEAR CROSSING INDUSTRIAL PARK LOT 2', AS RECORDED IN BOOK 1334, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID LOT 2B;

THENCE NORTH 82 DEGREES 04 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2B, A DISTANCE OF 1,243.42 FEET;

THENCE NORTH 07 DEGREES 55 MINUTES 18 SECONDS WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF THAT PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 87-499301, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THE **POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.06 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.67 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.91 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.04 FEET;

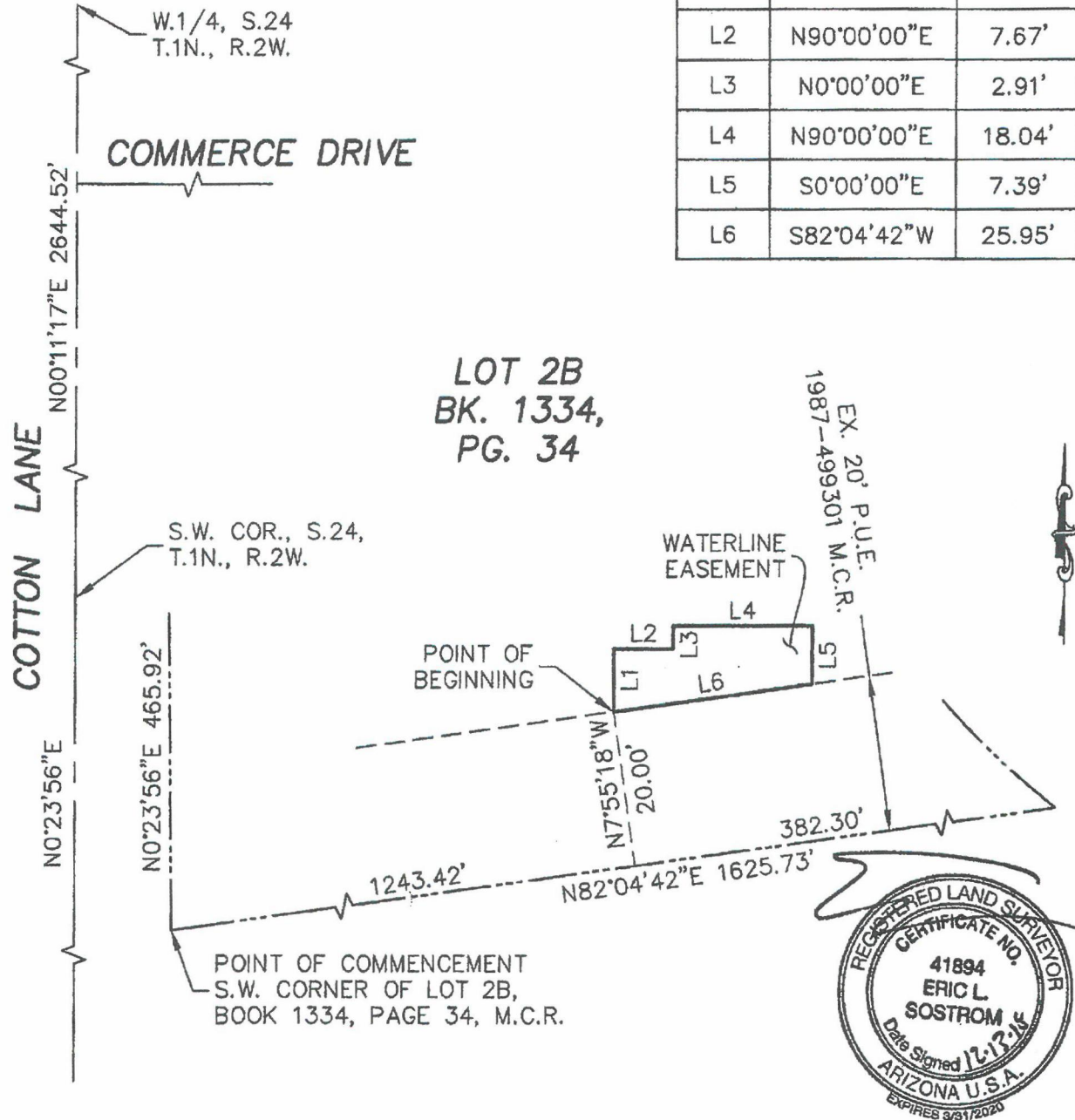
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.39 FEET;

THENCE SOUTH 82 DEGREES 04 MINUTES 42 SECONDS WEST, A DISTANCE OF 25.95 FEET TO THE **BEGINNING**.





LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N0°00'00"E	8.06'
L2	N90°00'00"E	7.67'
L3	N0°00'00"E	2.91'
L4	N90°00'00"E	18.04'
L5	S0°00'00"E	7.39'
L6	S82°04'42"W	25.95'



**SIG**

**SURVEY INNOVATION  
GROUP, INC**

Ph (480) 922 0780 **Land Surveying Services** Fx (480) 922 0781  
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

**GOODYEAR INDUSTRIAL PARK LOT 2B  
GOODYEAR, ARIZONA**

JOB #16-130	DWG: 16130 WLE	DATE 12/13/18
SCALE: NTS	DRAWN: ELS	CHK: JAS
		SHEET 1 OF 1