

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
(145th Avenue)**

GRANTOR:

**PEAK REALTY INVESTMENT 2, 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, **PEAK REALTY INVESTMENT 2, LLC, a Delaware limited liability company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns and permittees (collectively "Grantee"), a Public Utility, Sidewalk and Access Easement. The Public Utility, Sidewalk 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 all utility facilities, included but not limited to: water sewer, and gas lines; poles; wires; conduits; ducts; cables; telemetering and communications equipment; and appurtenances thereto; (ii) entering upon, constructing, maintaining, repairing and/or replacing public sidewalks; (iii) public use of public sidewalks; and (iv) 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 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 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 15th day of April, 2019.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

PEAK REALTY INVESTMENT 2, LLC, a Delaware limited liability company

By: Shf M. [Signature]

Its: Chief Financial Officer Date: 4/15/19

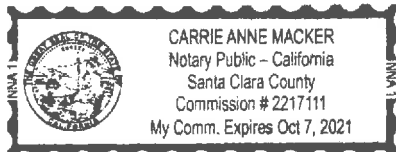
STATE OF CALIFORNIA)

County of Santa Clara)

On April 15, 2019, before me, Carrie Anne Macker, Notary Public
(Insert Name and Title of the Officer)

personally appeared Sharif Metwalli
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



My Commission Expires:
October 7, 2021

I certify under PENALTY OF PERJURY
under the laws of the State of California
that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Carrie Anne Macker [Signature]
Signature of 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)

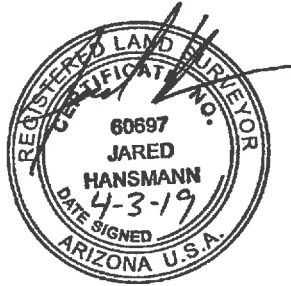
The foregoing instrument (Public Utility, Sidewalk and Access Easement) was
acknowledged before me this _____ day of _____, 2019 by
_____, as _____ of the **CITY OF GOODYEAR,**
ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
LEGAL DESCRIPTION

**LEGAL DESCRIPTION
EAST P.U.E.
JOB NO. 18-283**



AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 9 FROM WHICH A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 9 THEREOF BEARS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2638.41 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 54 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1,280.61 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST, A DISTANCE OF 107.96 FEET TO THE WEST RIGHT OF WAY LINE OF 145TH AVENUE AND THE **POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED;

THENCE SOUTH 45 DEGREES 03 MINUTES 21 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, A DISTANCE OF 12.84 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, A DISTANCE OF 175.97 FEET TO A POINT OF TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 780.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 49 SECONDS, A DISTANCE OF 204.39 FEET;

THENCE SOUTH 15 DEGREES 01 MINUTES 04 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, A DISTANCE OF 80.65 FEET;

THENCE CONTINUING SOUTH 15 DEGREES 01 MINUTES 04 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, A DISTANCE OF 194.96 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET;

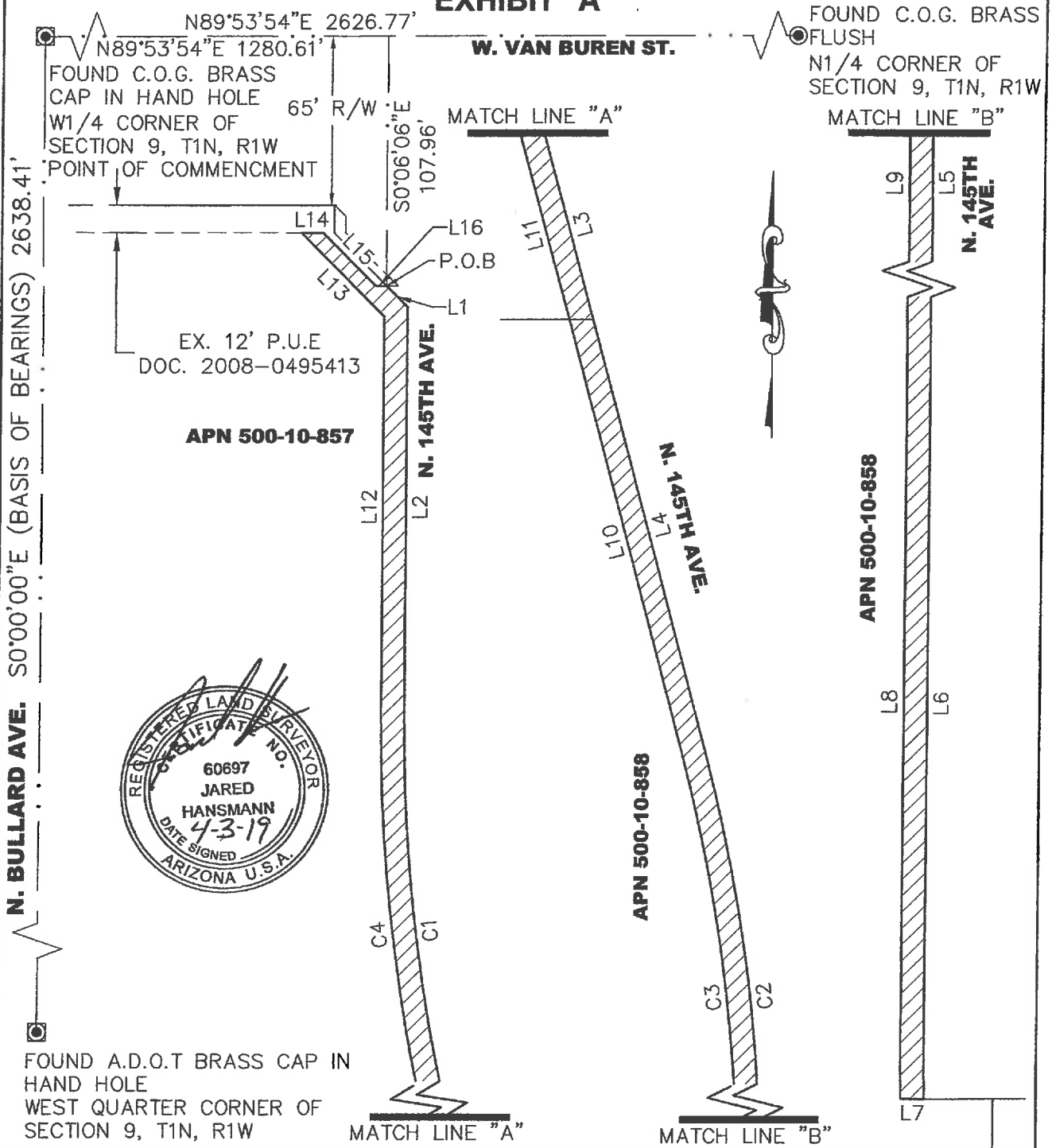
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, THROUGH A CENTRAL ANGLE OF 14 DEGREES 52 MINUTES 54 SECONDS, A DISTANCE OF 187.01 FEET;

THENCE SOUTH 00 DEGREES 08 MINUTES 10 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, A DISTANCE OF 216.55 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS EAST, ON THE WEST RIGHT OF WAY LINE OF 145TH AVENUE, A DISTANCE OF 319.93 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 10.00 FEET;

EXHIBIT "A"



SIG

**SURVEY INNOVATION
GROUP, INC**

**EAST P.U.E. EASEMENT
APN 500-10-857 & 500-10-858
GOODYEAR, ARIZONA**

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

JOB #18-283	DWG: 2018-283 PUE EASE.	DATE 2-26-19
SCALE: 1"=40'	DRAWN: JPH	CHK: JAS
		SHEET 1 OF 2

LEGEND

- FOUND BRASS CAP FLUSH
 □ FOUND BRASS CAP IN HANDHOLE
 P.O.B. POINT OF BEGINNING



LINE TABLE

LINE	DIRECTION	LENGTH
L1	S45°03'21"E	12.84'
L2	S0°00'15"E	175.97'
L3	S15°01'04"E	80.65'
L4	S15°01'04"E	194.96'
L5	S0°08'10"E	216.55'
L6	S0°00'15"E	319.93'
L7	S89°59'45"W	10.00'
L8	N0°00'15"W	319.93'
L9	N0°08'10"W	216.53'
L10	N15°01'04"W	194.96'
L11	N15°01'04"W	80.65'
L12	N0°00'15"W	171.82'
L13	N45°03'21"W	51.13'
L14	N89°53'38"E	9.39'
L15	S45°03'16"E	32.44'
L16	N89°59'33"E	4.75'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	15°00'49"	780.00'	204.39'	S7°30'40"E 203.81'
C2	14°52'54"	720.00'	187.01'	S7°34'37"E 186.48'
C3	14°52'54"	710.00'	184.41'	N7°34'37"W 183.89'
C4	15°00'49"	790.00'	207.01'	N7°30'40"W 206.42'

SIG

**SURVEY INNOVATION
GROUP, INC**

**EAST P.U.E. EASEMENT
APN 500-10-857 & 500-10-858
GOODYEAR, ARIZONA**

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

JOB #18-283	DWG: 2018-283 PUE EASE.	DATE 2-26-19
SCALE: N.T.S.	DRAWN: JPH	CHK: JAS
		SHEET 2 OF 2

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
(Bullard Avenue)**

GRANTOR:

**PEAK REALTY INVESTMENT 2, 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, **PEAK REALTY INVESTMENT 2, LLC, a Delaware limited liability company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns and permittees (collectively "Grantee"), a Public Utility, Sidewalk and Access Easement. The Public Utility, Sidewalk 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 all utility facilities, included but not limited to: water sewer, and gas lines; poles; wires; conduits; ducts; cables; telemetering and communications equipment; and appurtenances thereto; (ii) entering upon, constructing, maintaining, repairing and/or replacing public sidewalks; (iii) public use of public sidewalks; and (iv) 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 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 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 15th day of April, 2019.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

PEAK REALTY INVESTMENT 2, LLC, a Delaware limited liability company

By: Sharif Metwalli

Its: Chief Financial Officer Date: 4/15/19

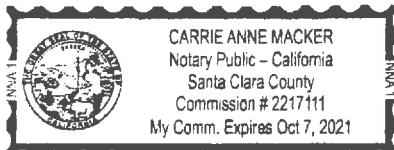
STATE OF CALIFORNIA)

County of Santa Clara)

On April 15, 2019, before me, Carrie Anne Macker, Notary Public
(Insert Name and Title of the Officer)

personally appeared Sharif Metwalli
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY
under the laws of the State of California
that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Carrie Anne Macker
Signature of Notary Public

My Commission Expires:

October 7, 2021

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 (Public Utility, Sidewalk and Access 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)

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION
WEST P.U.E.
JOB NO. 18-283



AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 9 FROM WHICH A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 9 THEREOF BEARS SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2638.41 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1,723.47 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 65.00 FEET TO THE EASTERLY RIGHT OF WAY OF BULLARD AVENUE;

THENCE NORTH 89 DEGREES 51 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.00 FEET TO THE EAST LINE OF THE 10 FOOT PUBLIC UTILITY EASEMENT ACCORDING TO DOCUMENT NUMBER 2008-0685578 RECORDS OF MARICOPA COUNTY, ARIZONA AND THE **POINT OF BEGINNING** OF THE EASEMENT HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF THE 10 FOOT PUBLIC UTILITY EASEMENT, A DISTANCE OF 1,152.76 FEET;

THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ON SAID EAST LINE OF THE 10 FOOT PUBLIC UTILITY EASEMENT, A DISTANCE OF 401.55 FEET TO THE SOUTH LINE OF THE 12 FOOT PUBLIC UTILITY EASEMENT ACCORDING TO DOCUMENT NUMBER 2008-0495413 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 52 MINUTES 25 SECONDS EAST, ON SAID SOUTH LINE OF THE SAID 12 FOOT PUBLIC UTILITY EASEMENT, A DISTANCE OF 5.01 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, ON SAID EAST LINE OF THE 12 FOOT PUBLIC UTILITY EASEMENT, A DISTANCE OF 49.27 FEET;

THENCE NORTH 44 DEGREES 56 MINUTES 59 SECONDS EAST, ON SAID EAST LINE OF THE 12 FOOT PUBLIC UTILITY EASEMENT, A DISTANCE OF 4.22 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.27 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 396.55 FEET;

THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,152.75 FEET;

THENCE SOUTH 89 DEGREES 51 MINUTES 48 SECONDS WEST, A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 7,938 SQUARE FEET OR 0.182 ACRES, MORE OR LESS.

NOTE-SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO



EXHIBIT "A"

FOUND C.O.G. BRASS CAP
IN HAND HOLE
NORTHWEST CORNER OF
SECTION 9, T1N, R1W
POINT OF COMMENCEMENT

W. VAN BUREN ST.

CENTERLINE
MONUMENT

65' R/W

LEGEND

- FOUND BRASS CAP FLUSH
- ◻ FOUND BRASS CAP IN HANDHOLE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°51'48"E	10.00'
L2	N0°00'00"E	1152.76'
L3	N0°00'00"E	401.55'
L4	N89°52'25"E	5.01'
L5	N0°00'03"E	49.27'
L6	N44°56'59"E	4.22'
L7	S0°00'00"E	57.27'
L8	N90°00'00"W	3.00'
L9	S0°00'00"E	396.55'
L10	S0°00'00"E	1152.75'
L11	S89°51'48"W	5.00'



(BASIS OF BEARINGS)
S0°00'00"E 2638.41'
S0°00'00"E 1723.47'

N. BULLARD AVE.

65' R/W

5'

POINT OF BEGINNING

FOUND A.D.O.T BRASS CAP IN
HAND HOLE
WEST QUARTER CORNER OF
SECTION 9, T1N, R1W

EX. 12' P.U.E
DOC. 2008-0495413

APN 500-10-857

EX. 10' P.U.E
DOC. 2008-0685578

APN 500-10-858

SIG

SURVEY INNOVATION
GROUP, INC

WEST P.U.E. EASEMENT
APN 500-10-857 & 500-10-858
GOODYEAR, ARIZONA

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

JOB #18-283	DWG: 2018-283 PUE EASE.	DATE 2-26-19
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		SHEET 1 OF 1