

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  
(W. Sells Drive – APN 501-02-924)**

GRANTOR:

**FR PV 303 PHASE 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, **FR PV 303 PHASE 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 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 all purposes, including, but not limited to entering upon, locating, constructing, maintaining, operation, 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; etc upon, 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.

This Public 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 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 \_\_\_\_\_, 2019.

GRANTOR:

**FR PV 303 PHASE 2, LLC, a Delaware limited liability company**

By: CDECREE, LLC, a Delaware limited liability company, its sole member

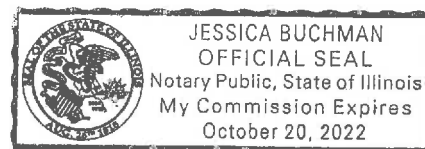
By: Mary Covaci  
Mary Covaci, Authorized Signatory

State of Illinois       )  
                                  )ss.  
County of Cook       )

The foregoing instrument (Public Utility and Access Easement) was acknowledged before me this 3<sup>rd</sup> day of May, 2019 by Mary Covaci, Authorized Signatory of CDECREE, LLC, a Delaware limited liability company, the sole member in FR PV 303 PHASE 2, LLC, a Delaware limited liability company.

Jessica Buchman  
Notary Public

*Signatures Continued and Exhibits on Following Pages*



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

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 \_\_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

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

*Exhibits on Following Pages*

EXHIBIT "A"  
LEGAL DESCRIPTION FOR  
10' PUBLIC UTILITY EASEMENT AND LANDSCAPE EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 19, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County Department of Transportation aluminum cap for the West Quarter corner of said Section 19, from which a found City of Goodyear brass cap in handhole for the Southwest corner of said Section 19 bears South 00 deg. 15 min. 08 sec. West (Basis of Bearings) – 2629.83 feet;

THENCE South 00 deg. 15 min. 08 sec. West along the West line of the Southwest Quarter of said Section 19, a distance of 336.42 feet to the TRUE POINT OF BEGINNING;

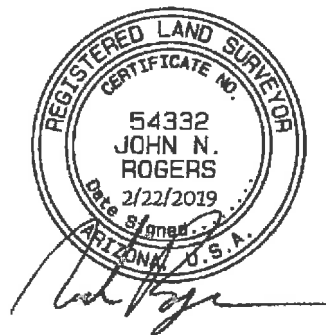
THENCE South 89 deg. 45 min. 08 sec. East departing said West line, a distance of 33.00 feet to the West line of Lot 4A as shown in the Re-Plat of PV303 East, Phase A recorded in Book 1322 of Maps, Page 39, MCR and being in the current East right-of-way line of North Sarival Avenue (66' right-of-way width) per Book 6 of Road Maps, Page 27, MCR and Book 4 of Road Maps, Page 44, MCR;

THENCE South 00 deg. 15 min. 08 sec. West along said West line and East right-of-way line, a distance of 10.00 feet;

THENCE North 89 deg. 45 min. 08 sec. West departing said West line and East right-of-way line, a distance of 33.00 feet to the West line of the Southwest Quarter of said section 19;

THENCE North 00 deg. 15 min. 08 sec. East along said West line, a distance of 10.00 feet to the POINT OF BEGINNING, containing 330 square feet or 0.008 acres of land, more or less.

Exhibit map attached and made a part hereof.



POINT OF  
COMMENCING

FOUND ALUMINUM CAP  
FLUSH M.C.D.O.T. AT THE  
WEST QUARTER CORNER  
OF SECTION 19, T2N, R1W

LOT 4A PER  
BK 1322 OF MAPS,  
PG 39, MCR



### LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°45'08"E	33.00'
L2	S00°15'08"W	10.00'
L3	N89°45'08"W	33.00'
L4	N00°15'08"E	10.00'

66.00 DEDICATED COUNTY ROAD PER  
BK. 6 OF ROAD MAPS, PG. 27, MCR  
AND COUNTY ROAD PER BK. 4 OF  
ROAD MAPS, PG 44, MCR

POINT OF  
BEGINNING

10' PUBLIC UTILITY EASEMENT  
& LANDSCAPE EASEMENT  
330 SQ. FT. / 0.008 AC.

LOT 3A PER  
BK 1322 OF MAPS,  
PG 39, MCR

W. SELLS DRIVE  
BK 1268 OF MAPS, PG 15, MCR

W. SELLS DRIVE  
BK 1260 OF MAPS, PG 15, MCR

LOT 1R PER  
BK 1332 OF MAPS,  
PG 50, MCR

EAST LINE OF THE SE  
1/4 SEC. 24, T2N, R2W

N. SARIVAL  
AVENUE

LOT 5 PER  
BK 1260 OF MAPS,  
PG 15, MCR

GRAPHIC SCALE 1"=50'



FOUND BRASS CAP IN HANDHOLE  
CITY OF GOODYEAR AT THE SW  
CORNER OF SEC. 19, T2N, R1W

84' R/W PER  
BK. 6 OF ROAD MAPS, PG 27, MCR  
BK. 4 OF ROAD MAPS, PG. 44, MCR  
2016-0085008, MCR  
2016-0085009, MCR  
2016-0085010, MCR

SHEET 2 OF 2

## EXHIBIT "A" MAP 10' PUBLIC UTILITY AND LANDSCAPE EASEMENT

**GOODWIN** AND  
**MARSHALL** INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

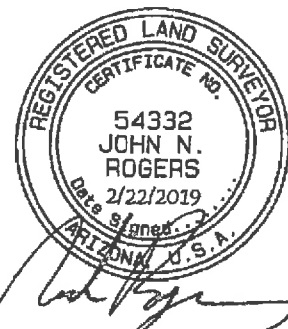
Scale: 1" = 50'

Date: 2/22/2019

Job No.: 10748A

Drafted: D.M.D.

Checked: J.N.R.



W:\10748A - PV303 East B17\COGO\PHASE A REPLAT\PV303 EAST PHASE A REPLAT.pro

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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  
(W. Sells Drive – APN 501-02-922)**

GRANTOR:

**FR PV 303 PHASE 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, **FR PV 303 PHASE 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 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 all purposes, including, but not limited to entering upon, locating, constructing, maintaining, operation, 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; etc upon, 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.

This Public 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 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 \_\_\_\_\_, 2019.

GRANTOR:

**FR PV 303 PHASE 2, LLC, a Delaware limited liability company**

By: CDECREE, LLC, a Delaware limited liability company, its sole member

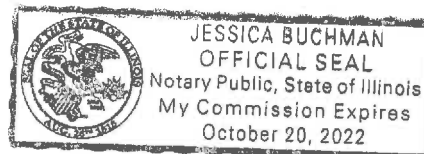
By: Mary Covaci  
Mary Covaci, Authorized Signatory

State of Illinois        )  
                                  )ss.  
County of Cook        )

The foregoing instrument (Public Utility and Access Easement) was acknowledged before me this 3<sup>rd</sup> day of May, 2019 by Mary Covaci, Authorized Signatory of CDECREE, LLC, a Delaware limited liability company, the sole member in FR PV 303 PHASE 2, LLC, a Delaware limited liability company.

Jessica Buchman  
Notary Public

*Signatures Continued and Exhibits on Following Pages*



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

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 \_\_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

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

*Exhibits on Following Pages*



**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR**  
**10' PUBLIC UTILITY EASEMENT AND LANDSCAPE EASEMENT**

All that certain lot, tract, or parcel of land, situated in a portion of the Southeast Quarter of Section 24, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County Department of Transportation aluminum cap for the East Quarter corner of said Section 24, from which a found City of Goodyear brass cap in handhole for the Southeast corner of said Section 24 bears South 00 deg. 15 min. 08 sec. West (Basis of Bearings) – 2629.83 feet;

THENCE South 00 deg. 15 min. 08 sec. West along the East line of the Southeast Quarter of said Section 24, a distance of 336.42 feet to the TRUE POINT OF BEGINNING;

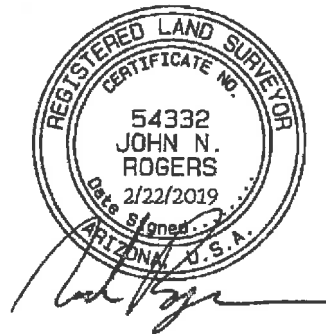
THENCE South 00 deg. 15 min. 08 sec. West along said East line, a distance of 10.00 feet;

THENCE North 89 deg. 45 min. 08 sec. West departing said East line, a distance of 33.00 feet to the East line of Lot 3A as shown in the Re-Plat of PV303 East, Phase A recorded in Book 1322 of Maps, Page 39, MCR and being in the current West right-of-way line of North Sarival Avenue (66' right-of-way width) per Book 6 of Road Maps, Page 27, MCR and Book 4 of Road Maps, Page 44, MCR;

THENCE North 00 deg. 15 min. 08 sec. East along said East line and West right-of-way line, a distance of 10.00 feet;

THENCE South 89 deg. 45 min. 08 sec. East departing said East line and West right-of-way line, a distance of 33.00 feet to the POINT OF BEGINNING, containing 330 square feet or 0.008 acres of land, more or less.

Exhibit map attached and made a part hereof.



FOUND ALUMINUM CAP  
FLUSH M.C.D.O.T. AT THE  
EAST QUARTER CORNER  
OF SECTION 24, T2N, R2W

LOT 3A PER  
BK 1322 OF MAPS,  
PG 39, MCR

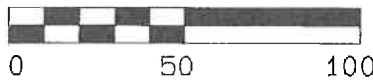
10' PUBLIC UTILITY EASEMENT  
& LANDSCAPE EASEMENT  
330 SQ. FT. / 0.008 AC.

W. SELLS DRIVE

BK 1268 OF MAPS, PG 15, MCR

LOT 1R PER  
BK 1332 OF MAPS,  
PG 50, MCR

GRAPHIC SCALE 1"=50'



FOUND BRASS CAP IN HANDHOLE  
CITY OF GOODYEAR AT THE SE  
CORNER OF SEC. 24, T2N, R2W

POINT OF  
COMMENCING

LOT 4A PER  
BK 1322 OF MAPS,  
PG 39, MCR

66.00' DEDICATED COUNTY ROAD PER  
BK. 6 OF ROAD MAPS, PG. 27, MCR  
AND COUNTY ROAD PER BK. 4 OF  
ROAD MAPS, PG 44, MCR

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°15'08"W	10.00'
L2	N89°45'08"W	33.00'
L3	N00°15'08"E	10.00'
L4	S89°45'08"E	33.00'

POINT OF  
BEGINNING

EAST LINE OF THE SE  
1/4 SEC. 24, T2N, R2W

N. SARIVAL  
AVENUE

W. SELLS DRIVE

BK 1260 OF MAPS, PG 15, MCR

LOT 5 PER  
BK 1260 OF MAPS,  
PG 15, MCR

84' R/W PER  
BK. 6 OF ROAD MAPS, PG 27, MCR  
BK. 4 OF ROAD MAPS, PG. 44, MCR  
2016-0085008, MCR  
2016-0085009, MCR  
2016-0085010, MCR

SHEET 2 OF 2

## EXHIBIT "A" MAP 10' PUBLIC UTILITY AND LANDSCAPE EASEMENT

**GOODWIN AND  
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

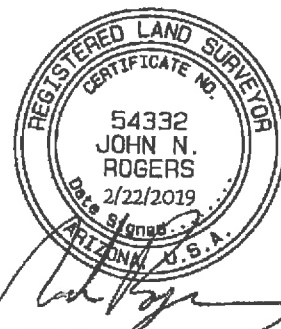
Scale: 1" = 50'

Date: 2/22/2019

Job No.: 10748A

Drafted: D.M.D.

Checked: J.N.R.



W:\10748A - PV303 East B17\COGO\PHASE A REPLAT\PV303 EAST PHASE A REPLAT.pro

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  
(N. Pebblecreek Parkway-APN 501-02-925)**

GRANTOR:

**MPS EAST I, LLC, an Arizona 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, **MPS EAST I, LLC, an Arizona 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 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 all purposes, including, but not limited to entering upon, locating, constructing, maintaining, operation, 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; etc upon, 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.

This Public 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 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 5<sup>th</sup> day of April, 2019.

GRANTOR:

**MPS EAST I, LLC, an Arizona limited liability company**

By: MS 303, LLC, an Arizona limited liability company, its Manager.

By: Merit 303, LLC, an Arizona limited liability company, its Manager

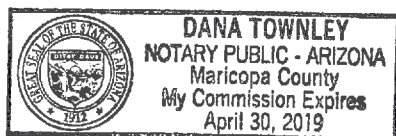
By: Merit Partners, Inc., an Arizona corporation, its Manager

By: [Signature]  
Kevin Czerwinski, President

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument (Public Utility and Access Easement) was acknowledged before me this 5<sup>th</sup> day of April, 2019 by Kevin Czerwinski, President of Merit Partners, Inc., an Arizona corporation, as Manager of Merit 303, LLC, an Arizona limited liability company, as Manager of MS 303 LLC, an Arizona limited liability company, as Manager of MPS EAST I, LLC, an Arizona limited liability company.

Dana Townley  
Notary Public



*Signatures Continued of Following Page*

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

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 \_\_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

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

*Exhibits on Following Pages*

EXHIBIT "A"  
LEGAL DESCRIPTION FOR  
10' PUBLIC UTILITY EASEMENT AND LANDSCAPE EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 24, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found City of Goodyear brass cap in handhole for the Northeast corner of said Section 24, from which a found Maricopa County Department of Transportation aluminum cap for the East Quarter corner of said Section 24 bears South 00 deg. 12 min. 43 sec. West (Basis of Bearings) – 2641.10 feet;

THENCE South 00 deg. 12 min. 43 sec. West along the East line of the Northeast Quarter of said Section 24, a distance of 933.75 feet;

THENCE North 89 deg. 47 min. 17 sec. West departing said East line, a distance of 33.00 feet to the Southwest right-of-way line of North Pebblecreek Parkway (130' right-of-way width), the Northeast line of Tract A as shown in the Final Plat of PV303 East, Phase A recorded in Book 1260 of Maps, Page 15, MCR, and the current West right-of-way line of North Sarival Avenue (66' right-of-way width) as shown in Book 6 of Road Maps, Page 27, MCR and Book 4 of Road Maps, Page 44, MCR, said point being the TRUE POINT OF BEGINNING, said point being a Point of Curvature of a circular curve to the left, having a radius of 1165.00 feet, a central angle of 5 deg. 46 min. 10 sec., and being subtended by a chord which bears South 16 deg. 07 min. 58 sec. East – 117.26 feet;

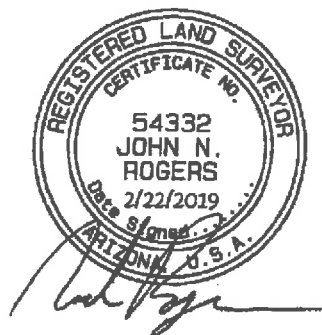
THENCE in a southeasterly direction along said curve to the left, departing said West right-of-way line of North Sarival Avenue and continue along the Southwest right-of-way line of said North Pebblecreek Parkway, a distance of 117.31 feet to the East line of the Northeast Quarter of said Section 24;

THENCE South 00 deg. 12 min. 43 sec. West non-tangent to said curve, departing said Southwest right-of-way line and continue along the East line of the Northwest Quarter of said Section 24, a distance of 29.37 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1175.00 feet, a central angle of 5 deg. 12 min. 59 sec., and being subtended by a chord which bears North 17 deg. 45 min. 42 sec. West – 106.94 feet;

THENCE in a northwesterly direction along said curve to the right, departing said East line, a distance of 106.98 feet to the East line of said Tract A and the West right-of-way line of said North Sarival Avenue;

THENCE North 00 deg. 12 min. 43 sec. East non-tangent to said curve and continue along said East line and West right-of-way line, a distance of 40.17 feet to the POINT OF BEGINNING, containing 1,119 square feet or 0.026 acres of land, more or less.

Exhibit map attached and made a part hereof.



GRAPHIC SCALE 1"=50'



POINT OF BEGINNING

POINT OF COMMENCING

TRACT A  
BK 1260 OF MAPS,  
PG 15, MCR

LOT 3B  
BK 1322 OF MAPS,  
PG 39, MCR

10' PUBLIC UTILITY EASEMENT &  
LANDSCAPE EASEMENT  
1119 SQ. FT. / 0.026 AC.

C=106.94'  
CB=N17°45'42"W  
Δ= 5°12'59"  
L=106.98'  
R=1175.00'

### LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°47'17"W	33.00'
L2	S00°12'43"W	29.37'
L3	N00°12'43"E	40.17'

66.00' DEDICATED COUNTY ROAD PER  
BK. 6 OF ROAD MAPS, PG. 27, MCR  
AND COUNTY ROAD PER BK. 4 OF  
ROAD MAPS, PG 44, MCR

FOUND ALUMINUM CAP  
FLUSH M.C.D.O.T. AT THE  
EAST QUARTER CORNER  
OF SECTION 24, T2N, R2W

N. SARIVAL AVENUE

S00°12'43"W 2641.10'  
EAST LINE OF THE NE  
1/4 SEC. 24, T2N, R2W

N. PEBBLECREEK PARKWAY

FOUND BRASS CAP IN  
HANDHOLE CITY  
OF GOODYEAR AT  
THE NORTHEAST  
CORNER OF SECTION  
24, T2N, R2W

BK 1260 OF MAPS,  
PG 15, MCR

TRACT B  
BK 1260 OF MAPS,  
PG 15, MCR

SHEET 2 OF 2

## EXHIBIT "A" MAP 10' PUBLIC UTILITY AND LANDSCAPE EASEMENT

**GOODWIN  
AND  
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

Scale: 1" = 50'

Date: 2/22/2019

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Checked: J.N.R.



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EXEMPT UNDER A.R.S. § 11-1134(A)(2)

**PUBLIC UTILITY AND ACCESS EASEMENT  
(N. Pebblecreek Parkway-APN 501-02-923)**

GRANTOR:

**MPS EAST I, LLC, an Arizona limited  
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GRANTEE:

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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, **MPS EAST I, LLC, an Arizona 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 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 all purposes, including, but not limited to entering upon, locating, constructing, maintaining, operation, 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; etc upon, 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.

This Public 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 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 5<sup>th</sup> day of April, 2019.

GRANTOR:

**MPS EAST I, LLC, an Arizona limited liability company**

By: MS 303, LLC, an Arizona limited liability company, its Manager

By: Merit 303, LLC, an Arizona limited liability company, its Manager

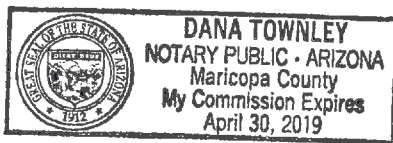
By: Merit Partners, Inc., an Arizona corporation, its Manager

By: [Signature]  
Kevin Czerwinski, President

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument (Public Utility and Access Easement) was acknowledged before me this 5<sup>th</sup> day of April, 2019 by Kevin Czerwinski, President of Merit Partners, Inc., an Arizona corporation, as Manager of Merit 303, LLC, an Arizona limited liability company, as Manager of MS 303 LLC, an Arizona limited liability company, as Manager of MPS EAST I, LLC, an Arizona limited liability company.

Dana Townley  
Notary Public



*Signatures Continued of Following Page*

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

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 \_\_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

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

*Exhibits on Following Pages*

EXHIBIT "A"  
LEGAL DESCRIPTION FOR  
**10' PUBLIC UTILITY EASEMENT AND LANDSCAPE EASEMENT**

All that certain lot, tract, or parcel of land, situated in a portion of the Northwest Quarter of Section 19, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found City of Goodyear brass cap in handhole for the Northwest corner of said Section 19, from which a found Maricopa County Department of Transportation aluminum cap for the West Quarter corner of said Section 19 bears South 00 deg. 12 min. 43 sec. West (Basis of Bearings) – 2641.10 feet;

THENCE South 00 deg. 12 min. 43 sec. West along the West line of the Northwest Quarter of said Section 19, a distance of 1046.27 feet to the Southwest right-of-way line of North Pebblecreek Parkway (130' right-of-way width) as shown in the Final Plat of PV303 East, Phase A recorded in Book 1260 of Maps, Page 15, MCR, said point being the TRUE POINT OF BEGINNING, said point being a Point of Curvature of a circular curve to the left, having a radius of 1165.00 feet, a central angle of 4 deg. 26 min. 22 sec., and being subtended by a chord which bears South 21 deg. 14 min. 14 sec. East – 90.24 feet;

THENCE in a southeasterly direction along said curve to the left and said Southwest right-of-way line, a distance of 90.27 feet to the most northerly corner of Tract B as shown in said Final Plat of PV303 East, Phase A and being in the current East right-of-way line of North Sarival Avenue (66' right-of-way width) as shown in Book 6 of Road Maps, Page 27, MCR and Book 4 of Road Maps, Page 44, MCR;

THENCE South 00 deg. 12 min. 43 sec. West non-tangent to said curve, departing said Southwest right-of-way line and continue along the West line of said Tract B and the current East right-of-way line of said North Sarival Avenue, a distance of 24.38 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1175.00 feet, a central angle of 4 deg. 10 min. 34 sec., and being subtended by a chord which bears North 22 deg. 27 min. 29 sec. West – 85.62 feet;

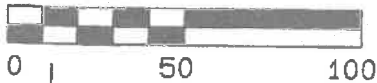
THENCE in a northwesterly direction along said curve to the right, departing said West line and East right-of-way line, a distance of 85.64 feet to the West line of the Northwest Quarter of said Section 19;

THENCE North 00 deg. 12 min. 43 sec. East non-tangent to said curve and continue along said West line, a distance of 29.37 feet to the POINT OF BEGINNING, containing 879 square feet or 0.020 acres of land, more or less.

Exhibit map attached and made a part hereof.



GRAPHIC SCALE 1"=50'



TRACT A  
BK 1260 OF MAPS,  
PG 15, MCR

LOT 3B  
BK 1322 OF MAPS,  
PG 39, MCR

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°12'43"W	24.38'
L2	N00°12'43"E	29.37'

POINT OF  
COMMENCING

FOUND BRASS CAP IN  
HANDHOLE CITY  
OF GOODYEAR AT  
THE NORTHWEST  
CORNER OF SECTION  
19, T2N, R1W

N. SARIVAL AVE.

S00°12'43"W 1046.27'

N. PEBBLECREEK  
PARKWAY

BK 1260 OF MAPS,  
PG 15, MCR

POINT OF  
BEGINNING

L2

R=1165.00'  
L=90°27'22"  
CB=90°27'22"  
C=90°27'22"

10' PUBLIC UTILITY EASEMENT &  
LANDSCAPE EASEMENT  
879 SQ. FT. / 0.020 AC.

R=1175.00'  
L=85.64'  
Δ= 4°10'34"  
CB=N22°27'29"W  
C=85.62'

66.00' DEDICATED COUNTY ROAD PER  
BK. 6 OF ROAD MAPS, PG. 27, MCR  
AND COUNTY ROAD PER BK. 4 OF  
ROAD MAPS, PG 44, MCR

FOUND ALUMINUM CAP  
FLUSH M.C.D.O.T. AT THE  
WEST QUARTER CORNER  
OF SECTION 19, T2N, R1W

S00°55'19"E 1667.51'

EAST LINE OF  
THE NE  
1/4 SEC. 24, T2N, R2W

BK 1260 OF MAPS,  
PG 15, MCR

SHEET 2 OF 2

## EXHIBIT "A" MAP 10' PUBLIC UTILITY AND LANDSCAPE EASEMENT

**GOODWIN  
AND  
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

4809 E. Thistle Landing Dr., Suite 100, Phoenix, AZ 85044  
(602) 218-7285

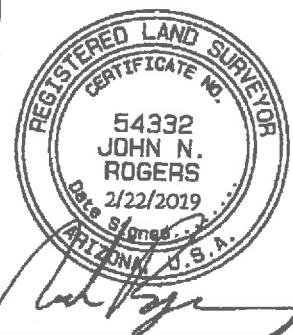
Scale: 1" = 50'

Date: 2/22/2019

Job No.: 10748A

Drafted: D.M.D.

Checked: J.N.R.



W:\10748A - PV303 East B17\COGO\PHASE A REPLAT\VPV303 EAST PHASE A REPLAT .pro