

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 LINE EASEMENT

GRANTOR:

**PRESCOTT CONVENTION CENTER
LIMITED PARTNERSHIP, an Arizona
limited partnership**

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, **PRESCOTT CONVENTION CENTER LIMITED PARTNERSHIP**, an Arizona limited partnership ("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 Line Easement. The Exclusive Water Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground water lines and appurtenances (the "Water Line 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 City's easement rights conveyed herein and that do not interfere with or endanger any of the City's improvements 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 Line Facilities constructed within the Easement Area.

GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Water Line Facilities constructed by GRANTOR, until such time as GRANTEE accepts the water line facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"), provided, however, the need for such work is not caused by GRANTEE'S negligent or intentional wrongful operation of such Water Line Facilities. Upon Acceptance of the water line facilities, GRANTEE shall be responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of the Water Line 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 negligent exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns.

This Water 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 2nd day of May,
20 19.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

PRESCOTT CONVENTION CENTER LIMITED PARTNERSHIP, an Arizona limited partnership

By: Prescott Convention Center, Inc., an Arizona corporation, its General Partner

By: 
Howard T. Grace, Its President and Director

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Line Easement) was acknowledged before me this 2nd day of May, 2019 by Howard T. Grace as President and Director of Prescott Convention Center, Inc., an Arizona corporation as General Partner of Prescott Convention Center Limited Partnership, an Arizona limited partnership.




Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Line Easement) was acknowledged before me this ____ day of _____, 20____ 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

**GRAYSON PLACE APARTMENT
WATER EASEMENT
LEGAL DESCRIPTION**

A portion of land being situated within the Northeast Quarter of Section 6, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found City of Goodyear Brass Cap Flush accepted as the Northeast Corner of said Section 6 from which a found City of Goodyear Brass Cap Flush accepted as the Northwest corner thereof bears North 89°21'40" West, 5201.92 feet;

Thence North 89°21'40" West, 1955.85 feet along the north line of the Northeast Quarter of said Section 6;

Thence leaving said north line, South 00°37'56" West, 78.37 feet to the **POINT OF BEGINNING**;

Thence North 89°43'18" East, 15.00 feet;

Thence South 00°37'56" West, 150.28 feet;

Thence South 89°22'07" East, 614.61 feet;

Thence South 00°21'41" West, 20.00 feet;

Thence North 89°22'07" West, 629.70 feet;

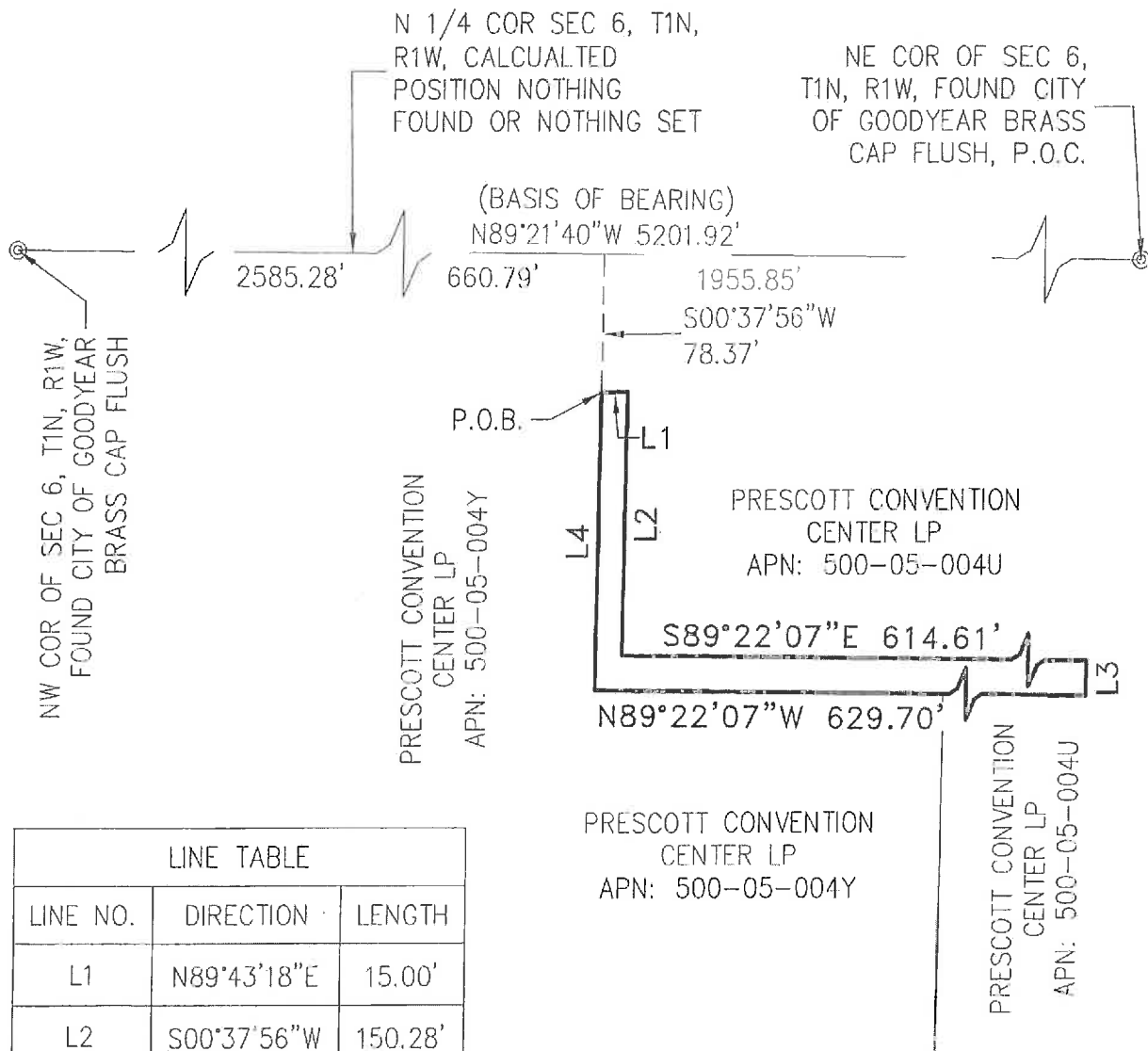
Thence North 00°37'56" East, 170.05 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 14,846 sq. ft. (0.3408 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1958
Date: March 2019





LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N89°43'18"E	15.00'
L2	S00°37'56"W	150.28'
L3	S00°21'41"W	20.00'
L4	N00°37'56"E	170.05'

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING



PAGE 2 OF 2

PROJ.NO.: 1958
DATE: MAR 2019
SCALE: N.T.S.
DRAWN BY: GS
CHECKED BY: KJP

GRAYSON PLACE APARTMENTS
WATER EASEMENT
GOODYEAR, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436