

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 SEWER 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 Sewer Line Easement. The Exclusive Sewer Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground sewer lines and appurtenances (the "Sewer 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 Sewer Line Facilities constructed within the Easement Area.

GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Sewer Line Facilities constructed by GRANTOR, until such time as GRANTEE accepts the sewer 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 Sewer Line Facilities. Upon Acceptance of the sewer line facilities, GRANTEE shall be responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of the Sewer 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.

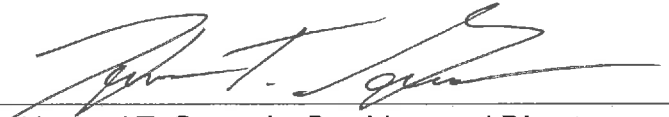
This Sewer Line Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 2<sup>nd</sup> day of May,  
20 11.

*Signatures, Acknowledgements and Exhibits on Following Pages*

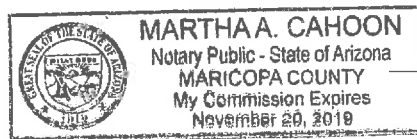
GRANTOR:  
PRESCOTT CONVENTION CENTER LIMITED PARTNERSHIP, an Arizona limited partnership

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 Sewer Line Easement) was acknowledged before me this 2<sup>nd</sup> 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.



Martha A. Cahoon  
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 Sewer 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  
SEWER 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, 1755.90 feet along the north line of the Northeast Quarter of said Section 6;

Thence leaving said north line, South 00°37'19" West, 494.13 feet to the **POINT OF BEGINNING**;

Thence South 89°23'10" East, 15.00 feet;

Thence South 00°37'19" West, 141.51 feet;

Thence South 88°48'54" East, 436.77 feet;

Thence South 00°21'41" West, 138.61 feet;

Thence North 88°12'13" West, 20.01 feet;

Thence North 00°21'41" East, 118.40 feet;

Thence North 88°48'54" West, 436.86 feet;

Thence North 00°37'19" East, 141.31 feet;

Thence South 89°23'10" East, 5.00 feet;

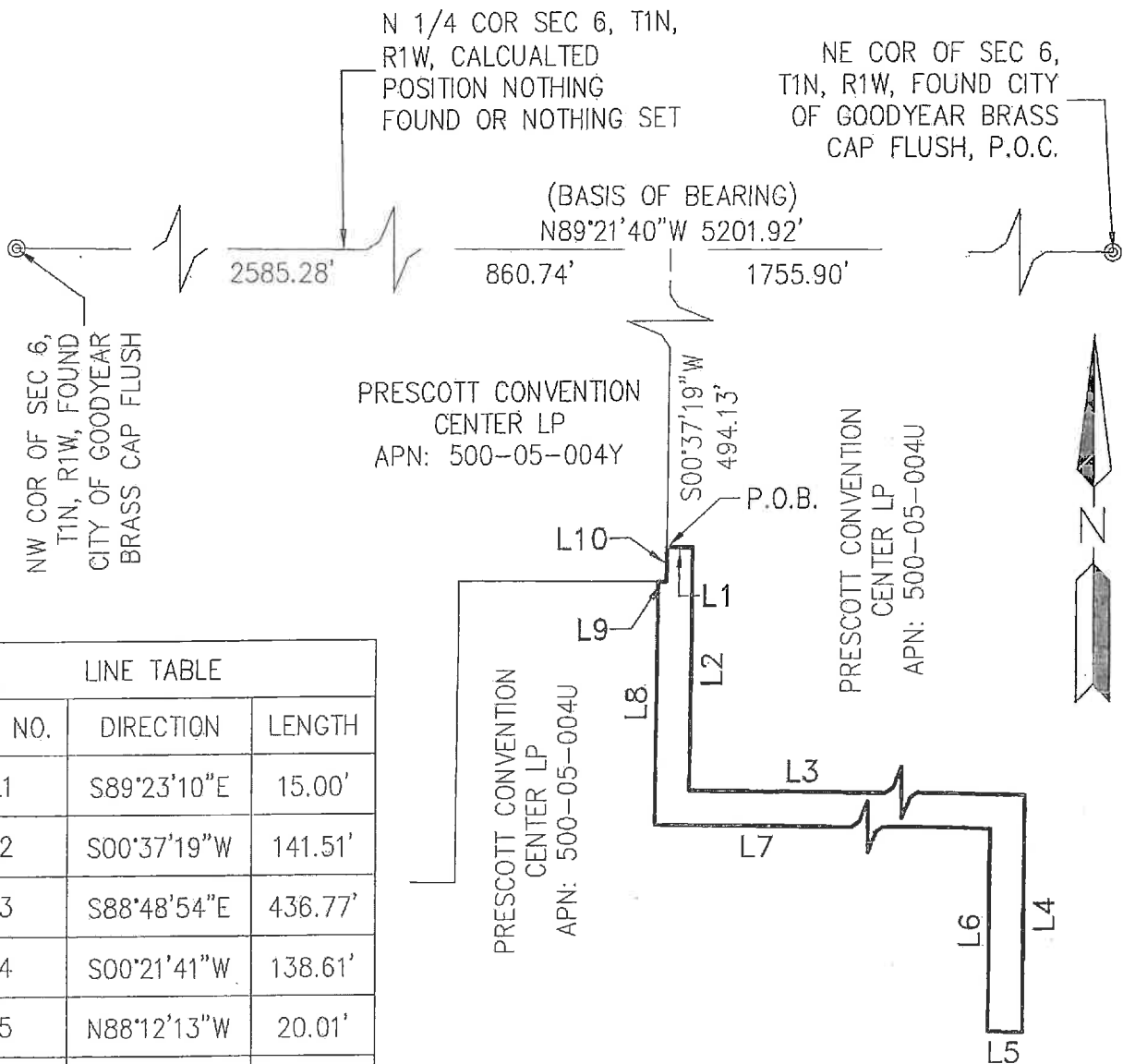
Thence North 00°37'19" East, 20.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 14,235 sq. ft. (0.3268 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	S89°23'10"E	15.00'
L2	S00°37'19"W	141.51'
L3	S88°48'54"E	436.77'
L4	S00°21'41"W	138.61'
L5	N88°12'13"W	20.01'
L6	N00°21'41"E	118.40'
L7	N88°48'54"W	436.86'
L8	N00°37'19"E	141.31'
L9	S89°23'10"E	5.00'
L10	N00°37'19"E	20.00'



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

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PROJ.NO.: 1958	GRAYSON PLACE APARTMENTS SEWER EASEMENT GOODYEAR, ARIZONA	 <b>HILGARTWILSON</b> 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2019		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: KJP		