

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** ("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 22 day of August, 2019.

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

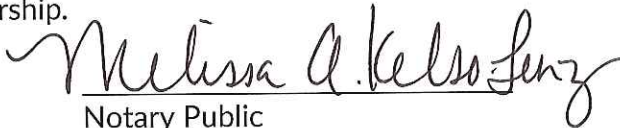
By: 
Howard Grace, Its President and Director

Date: August 22, 2019

State of Arizona)
)ss.
County of Maricopa)



The foregoing instrument (Exclusive Water Line Easement) was acknowledged before me this 22 day of August, 2019 by Howard 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



KEOGH
ENGINEERING, INC

KEOGH ENGINEERING, INC.

650 N. 137TH AVENUE #110
GOODYEAR, ARIZONA 85338
(623)535-7260

Consulting Engineers | Land Surveyors KEOGH@KEOGHENGINEERING.COM

LEGAL DESCRIPTION

PRESCOTT CONVENTION CENTER, INC

OUR JOB NO 19925

11 JULY 2019

PEBBLE CREEK MARKETPLACE – TRACT A
WATERLINE EASEMENT DEDICATION

A PORTION OF TRACT A, PEBBLE CREEK MARKETPLACE ACCORDING TO THE PLAT OF RECORD IN BOOK 1447 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA BEING SITUATED IN A PORTION OF G.L.O. LOT 2, SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT A;

THENCE SOUTH 0°21'41" WEST, A DISTANCE OF 238.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE CONTINUING SOUTH 0°21'41" WEST, A DISTANCE OF 20.01 FEET;

THENCE NORTH 88°12'15" WEST, A DISTANCE OF 19.75 FEET;

THENCE NORTH 0°21'41" EAST, A DISTANCE OF 20.01 FEET;

THENCE SOUTH 88°12'15" EAST, A DISTANCE OF 19.75 FEET TO THE POINT OF BEGINNING.

