

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

GRANTOR:

**FIRST INDUSTRIAL LP, a
Delaware 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, **FIRST INDUSTRIAL LP, a Delaware limited partnership**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns (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 purposes of: locating, inspecting, installing, constructing, maintaining, operating, repairing, replacing, and/or repairing 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 by the City of Goodyear and its Permittees; installing, constructing, maintaining, operating, repairing, replacing, and/or repairing public sidewalks by the City of Goodyear and its Permittees; providing access for the purposes set forth herein; and for pedestrian travel by the general public over any public sidewalks installed within Easement Area.

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 ____ day of _____, 2019.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

By:

Its:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona

County of _____

}

On _____, before me, _____, Notary Public,
personally appeared _____

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 by 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Signatures, Acknowledgements and Exhibits Continued on Following Pages

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State of _____ }
County of _____ }

On _____, before me, _____, Notary Public,
personally appeared _____

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 by 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 State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Signatures, Acknowledgements and Exhibits Continued on Following Pages

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

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

All that certain lot, tract, or parcel of land, situated in a portion of the East Half of Section 26, 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 flush for the Northeast corner of said Section 26, from which a found aluminum cap for the East Quarter corner of said Section 26 bears South 00 deg. 17 min. 08 sec. West (Basis of Bearings) - 2,641.42 feet;

THENCE South 00 deg. 17 min. 08 sec. West along the East line of the Northeast Quarter of said Section 26, a distance of 1,675.25 feet;

THENCE North 89 deg. 59 min. 49 sec. West departing said East line, a distance of 55.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 00 deg. 17 min. 08 sec. West being 55.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 26, a distance of 965.91 feet;

THENCE South 00 deg. 15 min. 40 sec. West being 55.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 26, a distance of 25.68 feet;

THENCE South 45 deg. 07 min. 50 sec. West, a distance of 42.52 feet;

THENCE North 90 deg. 00 min. 00 sec. West, a distance of 1,482.70 feet;

THENCE North 00 deg. 00 min. 00 sec. East, a distance of 10.00 feet;

THENCE North 90 deg. 00 min. 00 sec. East, a distance of 1,478.57 feet;

THENCE North 45 deg. 07 min. 50 sec. East, a distance of 34.27 feet;

THENCE North 00 deg. 15 min. 40 sec. East being 65.00 feet West of and parallel with the East line of the Southeast Quarter of said section 26, a distance of 21.56 feet;

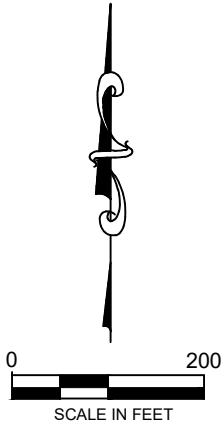
THENCE North 00 deg. 17 min. 08 sec. East being 65.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 26, a distance of 965.86 feet;

THENCE South 89 deg. 59 min. 49 sec. East, a distance of 10.00 feet to the **POINT OF BEGINNING**, containing 25,085 square feet or 0.576 acres of land, more or less.

Exhibit map attached and made a part hereof.



MATCH SHEET 3



55' R/W PER
BK. 3 OF ROAD MAPS, PG. 32, MCR
BK. 5 OF ROAD MAPS, PG. 34, MCR
BK 1359 OF MAPS, PG. 16, MCR

**POINT OF
COMMENCING**
FND. C.O.G. BRASS CAP
FLUSH, NE COR. SEC. 26
T2N, R2W

33' R/W PER
BK. 3 OF ROAD MAPS, PG. 32, MCR
BK. 5 OF ROAD MAPS, PG. 34, MCR

**POINT OF
BEGINNING**

FUTURE LOT 2
FIRST PARK PV303, PHASE 1

FIRST INDUSTRIAL, L.P.
2019-0408436, MCR

10' PUBLIC UTILITY EASEMENT
25,085 SQ. FT. / 0.576 AC.

N 00°17'08" E 965.86'
S 00°17'08" W 965.91'
S 00°17'08" W 2641.42'
BASIS OF BEARINGS
N. COTTON LANE

SEE SHEET 3 FOR
LINE TABLE

FND. ALUMINUM CAP
E 1/4 COR. SEC. 26
T2N, R2W

S 00°15'40" W
2640.12'

FND. C.O.G. BRASS
CAP IN HANDHOLE
SE COR. SEC. 26
T2N, R2W

N 90°00'00" E 1478.57'
N 90°00'00" W 1482.70'
FUTURE W. OSBORN ROAD

DRI FR GOODYEAR, LLC
2018-0249654, MCR

**EXHIBIT "A" MAP SHOWING
10' PUBLIC UTILITY EASEMENT, SITUATED IN A PORTION
OF THE EAST HALF OF SECTION 26, T2N, R2W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA**

**GOODWIN AND
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale: 1" = 200'

Date: 10/15/2019

Job No.: 10808A

Drafted: J.N.R.

Checked: J.N.R.

Sheet

2

of

3



| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N89°59'49"W | 55.00 |
| L2 | S00°15'40"W | 25.68 |
| L3 | S45°07'50"W | 42.52 |
| L4 | N00°00'00"E | 10.00 |
| L5 | N45°07'50"E | 34.27 |
| L6 | N00°15'40"E | 21.56 |
| L7 | S89°59'49"E | 10.00 |

*DRI FR GOODYEAR, LLC
2018-0249654, MCR*

*FUTURE LOT 2
FIRST PARK PV303, PHASE 1*

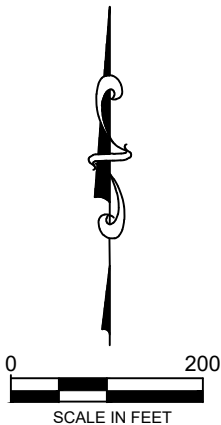
*FIRST INDUSTRIAL, L.P.
2019-0408436, MCR*

MATCH SHEET 2

*10' PUBLIC
UTILITY EASEMENT
25,085 SQ. FT. / 0.576 AC.*

L4 **N 90°00'00" E 1478.57'**
FUTURE W. OSBORN ROAD
N 90°00'00" W 1482.70'
80'

*DRI FR GOODYEAR, LLC
2018-0249654, MCR*



**EXHIBIT "A" MAP SHOWING
10' PUBLIC UTILITY EASEMENT, SITUATED IN A PORTION
OF THE EAST HALF OF SECTION 26, T2N, R2W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA**

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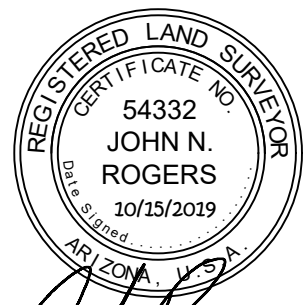
Checked: J.N.R.

Sheet

3

of

3



[Handwritten signature]