

RESOLUTION NO. 2020-2022

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION AND RECORDATION OF A TERMINATION OF AN EXISTING EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED ON THE FINAL PLAT FOR PHX 10-11 PHASE 1; AUTHORIZING ACCEPTANCE AND RECORDATION OF A REPLACEMENT EMERGENCY ACCESS EASEMENT; PROVIDING DIRECTIONS FOR THE RECORDATION OF THE TERMINATION OF AN EXISTING EMERGENCY VEHICLE ACCESS EASEMENT AND THE REPLACEMENT EMERGENCY ACCESS EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a 30-foot Emergency Vehicle Assess Easement was dedicated to the city on the Final Plat for PHX 10-11 Phase 1, recorded on August 30, 2019 in Book 1481, Page 17 in the records of the Maricopa County Recorder (the “Existing Emergency Vehicle Access Easement”); and

WHEREAS, the Existing Emergency Vehicle Access Easement that was granted was over an existing Irrigation Easement; and

WHEREAS, the holder of the Irrigation Easement has advised that the Existing Emergency Vehicle Access Easement that was granted conflicted with the Irrigation Easement and asked that it be terminated; and

WHEREAS, the property owner, Microsoft Corporation, has agreed to provide the city with a replacement Emergency Access Easement located east of the existing easement location and separate from the Irrigation Access Easement a copy of which is attached as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, pursuant to A.R.S. § 9-402, the Mayor and Council of the city of Goodyear are vested with the power to determine and find that an easement is no longer needed; and

WHEREAS, the Mayor and Council of the city of Goodyear find and determine that the acceptance of the replacement Emergency Access Easement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, and the termination of the Existing Emergency Vehicle Access Easement is in the best interests of the city.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1 ACCEPTANCE OF REPLACEMENT EASEMENT

The Mayor and Council of the City of Goodyear hereby approve authorize the acceptance and recordation of the replacement Emergency Access Easement attached hereto as Exhibit “A” and incorporated herein by this reference.

SECTION 2. TERMINATION OF EXISTING EXTINGUISHMENT

Having been provided with a replacement Emergency Access Easement, the Mayor and Council of the City of Goodyear find and determine that the Existing Emergency Vehicle Access Easement dedicated to the city on the Final Plat for PHX 10-11 Phase 1, recorded on August 30, 2019 in Book 1481, Page 17 in the records of the Maricopa County Recorder is no longer needed and authorize the execution and recordation of the Termination of Emergency Vehicle Access Easement, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference.

SECTION 3. RECORDING DIRECTIONS

The City Clerk shall record the Termination of Emergency Vehicle Access Easement, a copy of which is attached hereto as Exhibit B, immediately followed by the recordation of the replacement Emergency Access Easement, a copy of which is attached hereto as Exhibit A.

SECTION 4. RECORDATION OF RESOLUTION

This Resolution shall become effective upon its adoption by the Mayor and Council of the city of Goodyear, Maricopa County.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2020-2022 is a true, correct and accurate copy of Resolution No. 2020-2022, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____, 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20____.

seal

City Clerk

EXHIBIT 'A'

EMERGENCY ACCESS EASEMENT

(on the following pages)

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)

EMERGENCY ACCESS EASEMENT

GRANTOR:

**MICROSOFT CORPORATION, a
Washington corporation**

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, **MICROSOFT CORPORATION, a Washington corporation**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, ("GRANTEE"), its successors and assigns, a perpetual Emergency Access Easement. The Emergency Access Easement shall be a permanent easement on, over, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), for use by the City of Goodyear and other entities other entities for the purposes provided herein. The purposes of this easement is to provide access for emergency services providers, including the City of Goodyear, to respond to calls for emergency services and to allow the City of Goodyear including its contractors the right, but not the obligation, to construct, operate, maintain, repair and/or replace improvements within the Easement Area as needed to provide emergency access.

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.

The easement conveyed is a non-exclusive easement and GRANTOR reserves for itself, its successors and assigns, all such rights and privileges in the real property described in Exhibit "A" that are not inconsistent with the City's easement rights conveyed herein and that do not, modify, interfere with or endanger the emergency access road constructed within the Easement Area including the right to grant additional non-exclusive easements in all or part of the real property described in Exhibit "A" that are not inconsistent with the City's easement rights conveyed herein and that do not, modify, interfere with or endanger the emergency access road constructed within the Easement Area. 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 Easement Area. If GRANTOR grants easement

rights to others over any of the property described in Exhibit "A" attached hereto then such rights shall be subject to, and shall not interfere with, the rights of GRANTEE under this easement. GRANTOR'S use of the property shall not change the surface or impact the drainage of the Easement Area without GRANTEE'S written authorization.

GRANTOR, its successors and assigns, shall be and remain responsible for the construction of the Emergency Access Road, which shall be constructed pursuant to the federal, state, and/or local laws, ordinances, policies, procedures or other requirements, including by way of example, but not limited to, other requirements applicable to the provision of providing emergency access to lots within the City of Goodyear, including, but not limited to, the requirements of the City of Goodyear's Engineering Design Standards and Policies in effect at the time of construction.

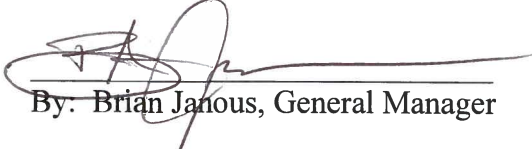
GRANTOR, its successors and assigns, shall be and remain responsible for the construction of the Emergency Access Road, which shall be constructed pursuant to the federal, state, and/or local laws, ordinances, policies, procedures or other requirements, including by way of example, but not limitation, the City of Goodyear's Engineering Design Standards and Policies in effect at the time of construction. GRANTOR, its successors and assigns, shall also be and remain responsible for the operation, maintenance and repair of the Emergency Access Road, and GRANTEE shall have no responsibility or liability for such construction, operation, maintenance or repair. GRANTEE, after delivery of written notice to GRANTOR and a 30-day cure period, unless GRANTEE determines that the GRANTOR'S failure to repair or maintain the Emergency Access Road results in an imminent threat to health and safety, in which no prior notice shall be required, shall have the right, but not the obligation to construct, operate, maintain, replace and/or repair the Emergency Access Road and if GRANTEE exercises this right because of the failure of GRANTOR its successors and assigns to construct, operate, maintain, replace and/or repair the Emergency Access Road, the City shall be entitled to recover from GRANTOR its successors and assigns the costs incurred by the City in constructing, operating, maintaining, replacing and/or repairing the Emergency Access Road and for all expenses, including, without limitation, reasonable attorney fees, incurred by the GRANTEE in recovering such costs.

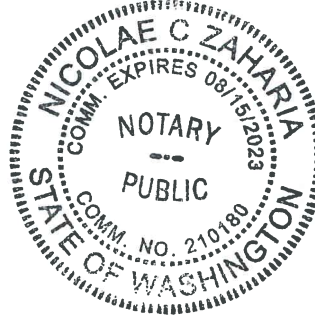
This Emergency Access Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

Signatures, Acknowledgements and Exhibits on Following Pages


GRANTOR:
MICROSOFT CORPORATION,
a Washington corporation


By: Brian Janous, General Manager



State of Washington)
)ss.
County of King)

On this 16 day of January, 2020, personally appeared before me
Brian Janous, as General Manager of MICROSOFT CORPORATION, a Washington
corporation.



Notary Public

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

By: _____
Its: _____

State of Arizona)
)ss.
County of Maricopa)

On this ____ day of _____, 20____, personally appeared before me
_____, 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'

25.00 FOOT EMERGENCY VEHICULAR ACCESS EASEMENT

A 25.00-FOOT-WIDE EASEMENT LOCATED IN LOT 1 OF THE FINAL PLAT OF "PHX 10-11 PHASE 1", ACCORDING TO BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EL SOL FROM WHICH THE MOST NORTHWESTERLY CORNER OF SAID LOT BEARS NORTH 89°35'43" WEST, 25.00 FEET;

THENCE SOUTH 89°35'43" EAST, 25.00 FEET TO A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT;

THENCE SOUTH 0°01'11" EAST, 1220.43 FEET ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LA ESTRELLA ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE CENTER RADIUS BEARS SOUTH 09°31'34" EAST, 50.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°11'17", AN ARC LENGTH OF 28.09 FEET TO THE WEST LINE OF SAID LOT;

THENCE NORTH 00°01'11" WEST, 1232.59 FEET ALONG THE WEST LINE OF SAID LOT DEPARTING FROM SAID RIGHT-OF-WAY TO THE **POINT OF BEGINNING**.

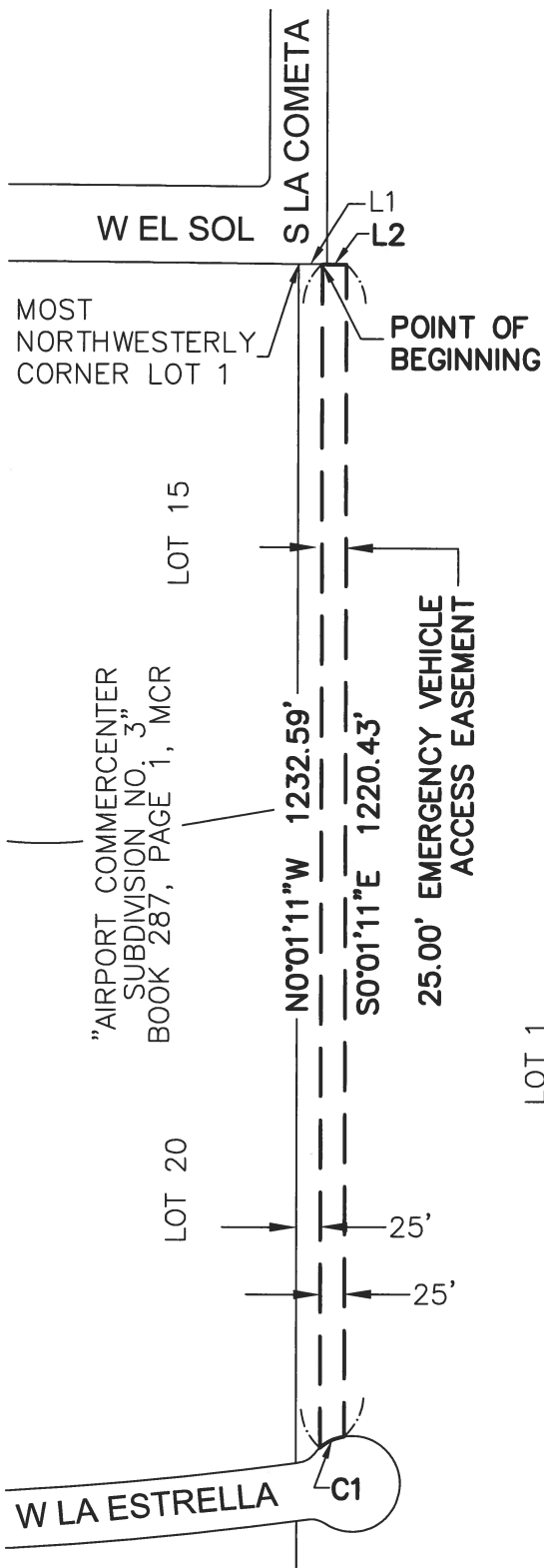
ABOVE DESCRIBED CONTAINS 30,626 SQUARE FEET MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

RYAN D. GILBERT, RLS
GILBERT LAND SURVEYING
4361 S SQUIRES LANE
GILBERT, AZ 85297
480-275-8020
PROJECT NO. 180201-1-2



EXHIBIT 'B' FOR 25.00' EMERGENCY VEHICLE ACCESS EASEMENT



LINE TABLE

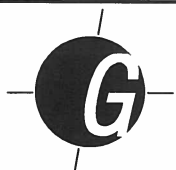
LINE	BEARING	LENGTH
L1	N89° 35' 43"W	25.00'
L2	S89° 35' 43"E	25.00'

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	28.09'	50.00'	32°11'17"	S64° 22' 47"W



NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.



GILBERT LAND SURVEYING, PLC
4361 S. Squires Lane, Gilbert, Arizona 85297
Phone: (480) 275-8020 - info@gilbertsurvey.com

PROJ. NO.: 180201-1-2
PAGE: 1 OF 1 PAGES
DATE: 11/6/19

EXHIBIT 'B'

RELEASE AND TERMINATION OF EASEMENT

(on the following pages)

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)

RELEASE AND TERMINATION OF EASEMENT

THIS RELEASE AND TERMINATION of EASEMENT (the “Release”) is executed this ____ day of _____, 2020 by the City of Goodyear, an Arizona municipal corporation (the “City”).

RECITALS

A. The City is the beneficiary of an Emergency Vehicle Access Easement dedicated to the city on the Final Plat for PHX 10-11 Phase 1, recorded on August 30, 2019 in Book 1481, Page 17 in the records of the Maricopa County Recorder (the “Final Plat Emergency Vehicle Access Easement”).

B. The Final Plat Emergency Vehicle Access Easement encumbers the property legally described and depicted in Exhibit A attached hereto.

C. The Final Plat Emergency Vehicle Access Easement is over an existing Irrigation Easement, and the holder of the Irrigation Easement has advised that the Existing Emergency Vehicle Access Easement that was granted conflicted with the Irrigation Easement and asked that it be terminated.

D. The City has been provided with a replacement Emergency Vehicle Access Easement.

E. Pursuant to A.R.S. § 9-402, the City Council of the City of Goodyear is vested with the power to dispose of easements owned by the City that are no longer needed.

F. Having been provided a replacement Emergency Vehicle Access Easement, the city has determined that it no longer needs an easement for emergency vehicle access on the property legally described in Exhibit A.

G. Upon the recordation of the replacement easement, the City desires to release and terminate its rights under the Final Plat Emergency Vehicle Access Easement solely with respect to the property legally described in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby releases and terminates any and all of its and the public's rights, titles, interests and benefits in and to the Emergency Vehicle Access Easement dedicated to the city on the Final Plat for PHX 10-11 Phase 1, recorded on August 30, 2019 in Book 1481, Page 17 in the records of the Maricopa County Recorder over the property described in Exhibit A attached hereto and incorporated herein by this reference.

This Release is not intended to release any interest that the City may have in the portion of the real property described in Exhibit A attached hereto that arises by virtue of any other instrument recorded with the Maricopa County Recorder, including without limitation, any deed or easement (including a replacement easement for emergency vehicle access).

Dated this ____ day of _____, 2020.

CITY OF GOODYEAR, ARIZONA

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

On this day _____ day of _____, 2020, personally appeared before me _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

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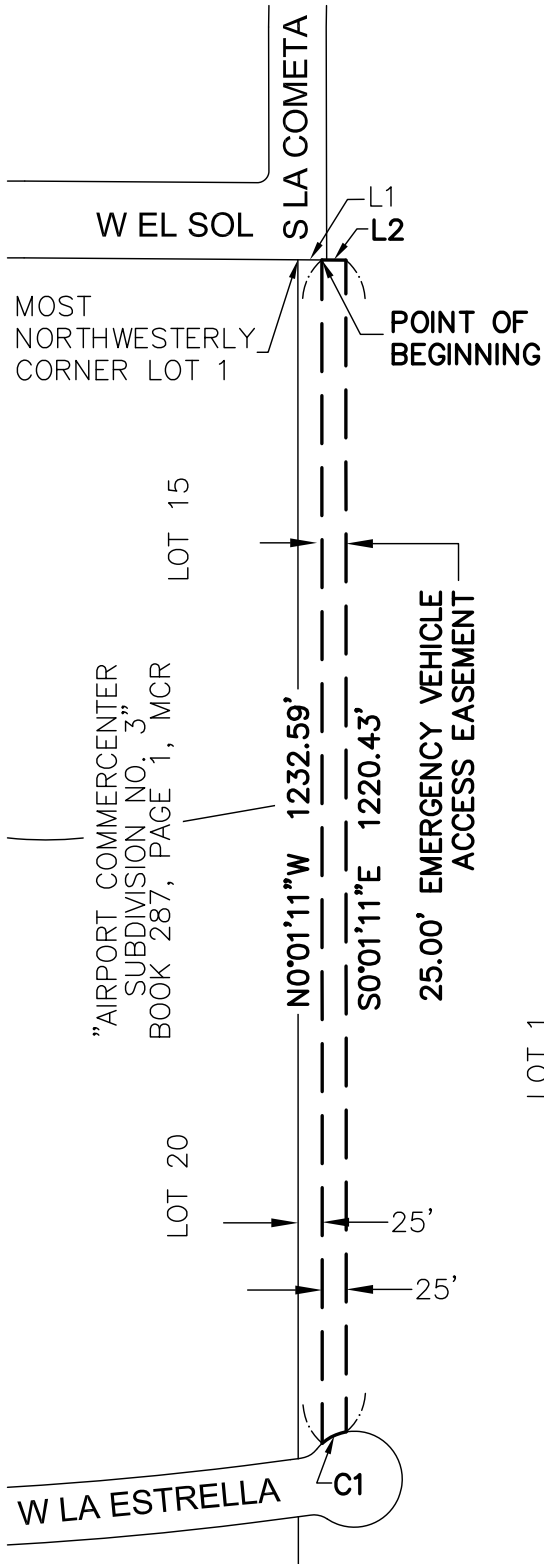
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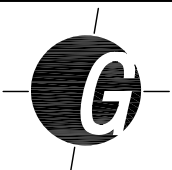


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