

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 WATER FACILITIES EASEMENT  
(Easement #1)**

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**, its successors and assigns (collectively "GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors and assigns (collectively "GRANTEE") a perpetual Public Water Facilities Easement. The Public Water Facilities Easement shall be a permanent easement allowing GRANTEE and its contractors and their subcontractors to construct, operate, maintain, inspect, modify, repair, remove, and/or replace water meter(s), appurtenances and underground water line(s) that are to be owned by GRANTEE, which includes a water meter, the water line upstream of the water meter, fire prevention device, and fire backflow line upstream (the "Public Water 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 GRANTEE'S easement rights conveyed herein and that do not interfere with or endanger any of the Public Water Facilities 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".

Prior to GRANTEE'S acceptance of the Public Water Facilities as described in the following paragraph, GRANTEE shall be responsible for the operation of the Public Water Facilities, including the Water Meter, the Water Line upstream of the Water Meter, and the Fire Prevention Device and the Fire Backflow Line upstream of the Fire Prevention Device within the Easement Area constructed by the GRANTOR.

GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Public Water Facilities constructed by GRANTOR, until such time as GRANTEE accepts the Public Water Facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"). Upon Acceptance of the Public Water Facilities, GRANTEE shall be responsible for the operation, maintenance, inspection, modification, repair, removal and/or replacement of the Public Water Facilities constructed by GRANTOR.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of GRANTOR and GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Signatures, Acknowledgements and Exhibits on Following Pages*



GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation,  
the \_\_\_\_ day of \_\_\_\_\_, 2020.

By:\_\_\_\_\_

Its:\_\_\_\_\_

State of Arizona       )  
                                      )ss.  
County of Maricopa    )

The foregoing instrument (Public Water Facilities Easement) was acknowledged  
before me this \_\_\_\_ day of \_\_\_\_\_, 2020 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'**  
**WATER EASEMENT NO. 1**

AN 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;

**COMMENCING** AT A POINT LOCATED ON THE WEST LINE OF SAID LOT 1 CONTIGUOUS WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LA ESTRELLA FROM WHICH THE SOUTHWEST CORNER OF SAID LOT BEARS SOUTH 00°01'11" EAST, 1270.64 FEET, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE CENTER RADIUS BEARS NORTH 07°48'25" WEST, 3850.00 FEET;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'31", AN ARC LENGTH OF 12.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°02'50", AN ARC LENGTH OF 18.35 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°48'33", AN ARC LENGTH OF 58.30 FEET THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 29°25'42", AN ARC LENGTH OF 25.68 FEET;

THENCE NORTH 90°00'00" EAST, 29.39 FEET DEPARTING FROM SAID RIGHT-OF-WAY;

THENCE SOUTH 00°00'29" EAST, 32.00 FEET;

THENCE NORTH 90°00'00" WEST, 34.00 FEET;

THENCE NORTH 43°24'56" WEST, 18.28 FEET TO THE **POINT OF BEGINNING**.

ABOVE DESCRIBED CONTAINS 1,218 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. 180201-1-3



# EXHIBIT 'B' FOR WATER EASEMENT NO. 1



Curve Table				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	12.90'	3850.00'	0°11'31"	N82° 05' 50"E
C2	18.35'	25.00'	42°02'50"	N76° 58' 31"W
C3	58.30'	50.00'	66°48'33"	S89° 21' 23"E
C4	25.68'	50.00'	29°25'42"	N42° 31' 29"E



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



GILBERT LAND SURVEYING, PLC  
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