

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 #2)**

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.

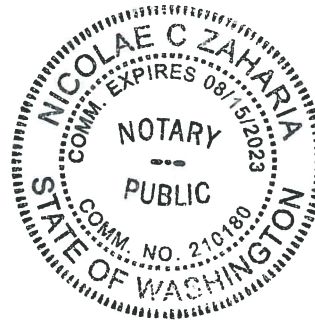
GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Public Water Facilities constructed by GRANTOR until such time as GRANTEE accepts the Public Water Facilities, in writing, following the expiration of the applicable warranty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

By Brian Janous
Brian Janous, General Manager



The foregoing instrument (Public Water Facilities Easement) was acknowledged before me this 15TH day of JANUARY, 20 20 by Brian Janous as General Manager of MICROSOFT CORPORATION, a Washington corporation, on behalf of said corporation.



Notary Public

Signatures, Acknowledgements and Exhibits Continued 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. 2

A WATER 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 SOUTH LINE OF SAID LOT CONTIGUOUS WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BROADWAY ROAD FROM WHICH THE SOUTHEAST CORNER OF SAID LOT BEARS SOUTH 89°53'31" EAST, 198.00 FEET;

THENCE NORTH 89°53'31" WEST, 32.02 FEET ALONG SAID RIGHT-OF-WAY AND THE SOUTH LINE OF SAID LOT;

THENCE NORTH 00°00'00" EAST, 35.36 FEET DEPARTING FROM SAID RIGHT-OF-WAY AND SAID SOUTH LINE;

THENCE NORTH 90°00'00" EAST, 32.02 FEET;

THENCE SOUTH 00°00'00" WEST, 35.42 FEET TO THE **POINT OF BEGINNING**.

ABOVE DESCRIBED CONTAINS 1,133 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. 180201-1-4

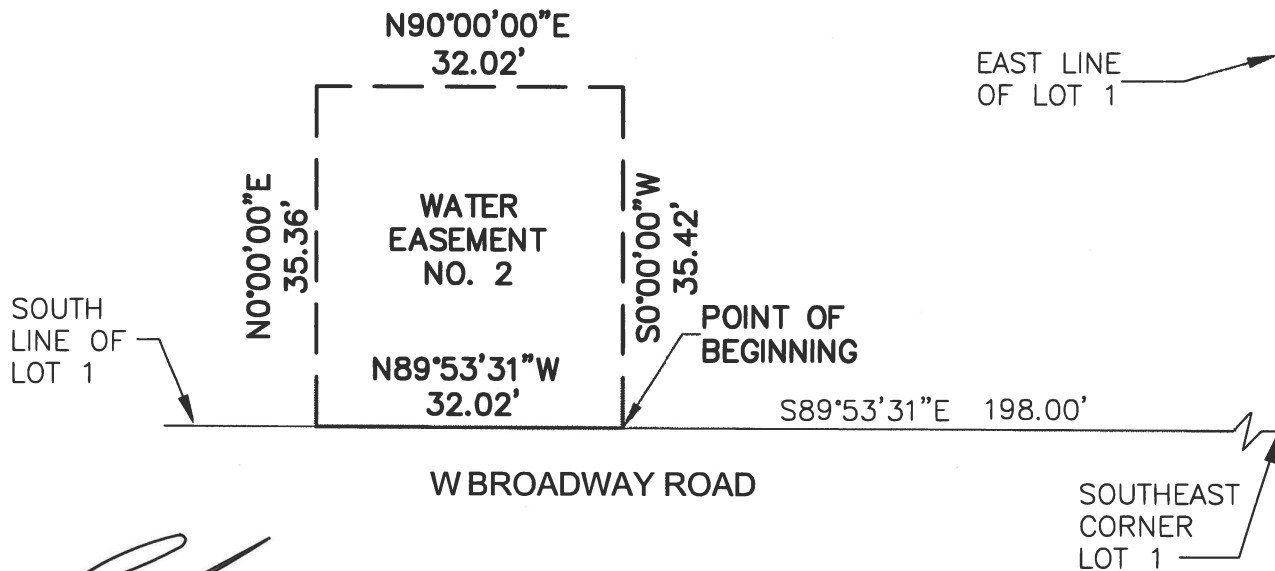


EXHIBIT 'B'
FOR
WATER EASEMENT NO. 2



N.T.S.

LOT 1
"PHX 10-11 PHASE 1"
BOOK 1481, PAGE 17, MCR



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@gibertsurvey.com

PROJ. NO.: 180201-1-4
PAGE: 1 OF 1 PAGES
DATE: 11/6/19