

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 METER AND LINE EASEMENT

GRANTOR:

GRANTEE:

**AIRPORT GATEWAY EAST PROPERTY
LLC, a Delaware limited liability company**

**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, **AIRPORT GATEWAY EAST PROPERTY LLC, a Delaware limited liability company**, 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 Exclusive Water Meter and Line Easement. The Exclusive Water Meter and Line 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) (the "Water Meter 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 Water Meter 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".

GRANTEE shall be responsible for the operation of any Water Meter Facilities constructed within the Easement Area.

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

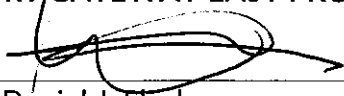
IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR;

AIRPORT GATEWAY EAST PROPERTY LLC, a Delaware limited liability company

By


Daniel J. Slack
Authorized Signatory

ILLINOIS
State of ~~New York~~)
COOK) ss.
County of ~~New York~~)

On the 28th day of January in the year 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Daniel J. Slack, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument (Exclusive Water Meter and Line Easement) and acknowledged to me that he executed the same in his capacity as Authorized Signatory for AIRPORT GATEWAY EAST PROPERTY LLC, a Delaware limited liability company, and that by his signature on the instrument, AIRPORT GATEWAY EAST PROPERTY LLC, a Delaware limited liability company upon whose behalf he is acting, executed this instrument.


Notary Public

CAROL LYNN WHITTAKER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 28, 2021

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: _____
Georgia Lord, Mayor

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Meter and Line Easement) was
acknowledged before me this ____ day of _____, 2020 by Georgia Lord, as Mayor
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
CITY WATER EASEMENT DESCRIPTION

THAT PORTION OF LOT 2, ACCORDING TO THE FINAL PLAT OF "BECK PROPERTY" AS RECORDED IN BOOK 1183, PAGE 48, MARICOPA COUNTY RECORDS (M.C.R.) BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9, BEING MONUMENTED BY A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MONUMENTED BY A BRASS CAP FLUSH, BEARS SOUTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, 2628.40 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 2558.34 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, 98.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, 72.75 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 10.00 FEET TO A LINE 10.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE AND THE **POINT OF BEGINNING**;

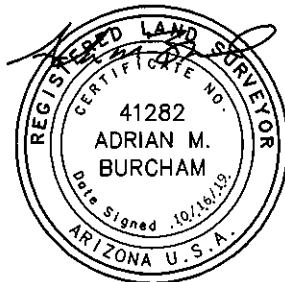
THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS WEST, ALONG SAID PARALLEL LINE, 7.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, 10.50 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 7.00 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 10.50 FEET TO SAID PARALLEL LINE AND SAID **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 73 SQUARE FEET, OR 0.0017 ACRES, MORE OR LESS.

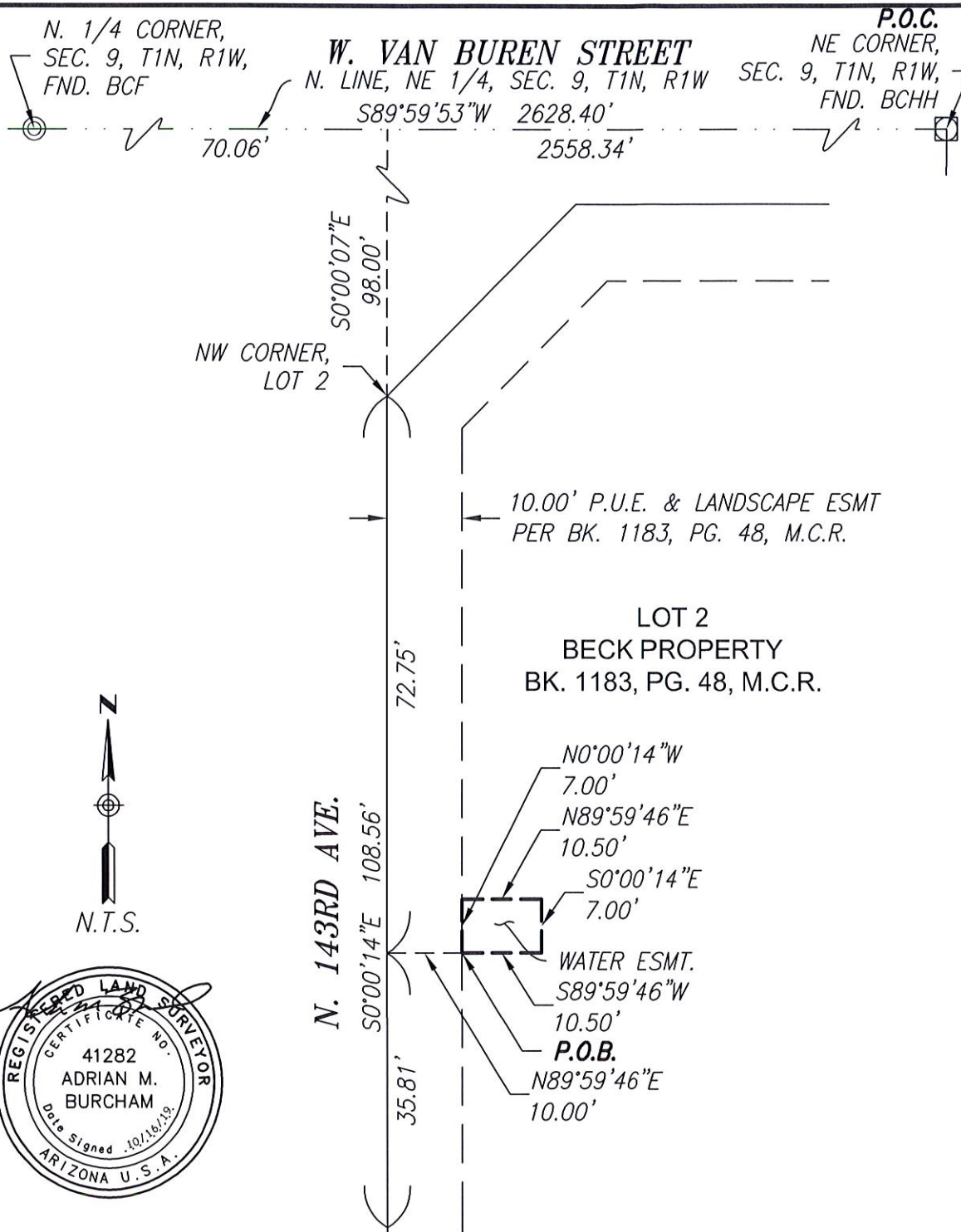




HUBBARD
ENGINEERING

www.hubbardengineering.com

1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313



BECK PROPERTY LOT 2
CITY WATER EASEMENT
EXHIBIT "A"

City of Goodyear, Maricopa County, Arizona

Project No.
18168

Date
10/16/19

Project Manager
J. HAWS

Project Eng.

Sht: 1 of 1