

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 SEWER LINE AND ACCESS EASEMENT**

GRANTOR:

**LIBERTY PROPERTY LIMITED  
PARTNERSHIP, a Pennsylvania 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, **LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership** ("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 Sewer Line and Access Easement. The Exclusive Sewer Line and Access Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground sewer lines and appurtenances (the "Sewer Line 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 City's easement rights conveyed herein and that do not interfere with or endanger any of the City's improvements 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, structure, improvement, or wells within the real property described in Exhibit "A" nor shall GRANTOR, its successors and assigns locate or install or permit to be located or installed any landscaping within the real property described in Exhibit "A" except as specifically permitted by the City pursuant to landscape plans approved by the City Engineer or his/her designee.

GRANTEE shall be responsible for the operation of any Sewer Line Facilities constructed within the Easement Area.

GRANTOR or any other party responsible for constructing the Sewer Line Facilities shall, pursuant to construction plans approved by the City Engineer or his/her designee, be responsible for improving the surface of the Easement Area to provide GRANTEE access to the Sewer Line Facilities consistent with the requirements in the City of Goodyear Engineering Design Standards and Policies Manual for access to underground sewer lines and water lines (the "Access Facilities"). GRANTOR shall be responsible for maintaining, inspecting, repairing, removing and replacing the Access Facilities as needed to ensure the Access Facilities are consistent with the approved construction plans.

GRANTOR or any other party responsible for constructing the line, shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Sewer Line Facilities constructed by GRANTOR, until such time as GRANTEE accepts the Sewer Line Facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"), provided, however, the need for such work is not caused by GRANTEE'S negligent or intentional wrongful operation of such Sewer Line Facilities. Upon Acceptance of the sewer line facilities, GRANTEE shall be responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of the Sewer Line Facilities constructed by GRANTOR.

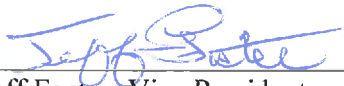
The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of GRANTOR and GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

*Signatures, Acknowledgements and Exhibits on Following Pages*

GRANTOR:  
**LIBERTY PROPERTY LIMITED PARTNERSHIP,**  
**a Pennsylvania limited partnership**

By: Liberty Property Trust,  
a Maryland real estate investment trust  
Its: General Partner

By:   
Jeff Foster, Vice President

State of AZ )  
 )ss.  
County of Maricopa )

The foregoing instrument (Exclusive Sewer Line and Access Easement) was acknowledged before me this 14<sup>th</sup> day of January, 2021 by Jeff Foster, as Vice President of Liberty Property Trust, a Maryland real estate investment trust, the general partner of **LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership.**



  
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 \_\_\_\_\_, 2021.

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

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

State of Arizona        )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument (Exclusive Sewer Line and Access Easement) was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 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**

Wood, Patel & Associates, Inc.  
602.335.8500  
www.woodpatel.com

Revised October 15, 2020  
June 5, 2020  
WP# 174737  
Page 1 of 4  
See Exhibit "A"

**PARCEL DESCRIPTION**  
**Liberty 303**  
**Sewer Easement**

A portion of that certain parcel of land, recorded in Document Number 2007-0128463, Maricopa County Records (MCR), lying within Section 23, Township 2 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the northeast corner of said Section 23, a 3-inch City of Goodyear brass cap in handhole, from which the east quarter corner of said section, a 3-inch Maricopa County brass cap flush, bears South 00°13'28" West (basis of bearing), a distance of 2640.51 feet;  
**THENCE** along the east line of said section, South 00°13'28" West, a distance of 799.88 feet;  
**THENCE** leaving said east line, North 89°46'32" West, a distance of 33.00 feet, to the northeast corner of said certain parcel of land;  
**THENCE** along the northerly line of said certain parcel, North 89°33'56" West, a distance of 880.39 feet, to the **POINT OF BEGINNING**;  
**THENCE** leaving said northerly line, South 00°26'04" West, a distance of 20.00 feet, to a line 20 feet southerly of and parallel with said northerly line;  
**THENCE** along said southerly parallel line, North 89°33'56" West, a distance of 1,067.88 feet, to a line 20 feet easterly of and parallel with the westerly line of said certain parcel of land;  
**THENCE** leaving said southerly parallel line, along said easterly parallel line, South 03°08'17" West, a distance of 141.39 feet;  
**THENCE** South 04°42'11" West, a distance of 326.59 feet;  
**THENCE** South 07°03'33" West, a distance of 383.44 feet;  
**THENCE** South 09°46'10" West, a distance of 366.66 feet;  
**THENCE** South 17°29'27" West, a distance of 290.51 feet;  
**THENCE** South 26°05'50" West, a distance of 324.84 feet;  
**THENCE** South 35°13'14" West, a distance of 404.54 feet;  
**THENCE** South 41°36'26" West, a distance of 40.58 feet;  
**THENCE** leaving said easterly parallel line, South 02°47'17" East, a distance of 28.58 feet, to a line 20 feet northeasterly of and parallel with the southwesterly line of said certain parcel of land;  
**THENCE** along said northeasterly parallel line, South 47°11'01" East, a distance of 838.17 feet;  
**THENCE** leaving said northeasterly parallel line, North 42°48'59" East, a distance of 10.00 feet, to a line 30 feet northeasterly of and parallel with said southwesterly line of said certain parcel of land;  
**THENCE** along said northeasterly parallel line, South 47°11'01" East, a distance of 300.00 feet, to the southeasterly line of said certain parcel of land;  
**THENCE** leaving said northeasterly parallel line, along said southeasterly line, South 42°48'59" West, a distance of 30.00 feet, to the most southerly corner of said certain parcel of land;  
**THENCE** leaving said southeasterly line, along said southwesterly line of said certain parcel of

**Parcel Description  
Liberty 303  
Sewer Easement**

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land, North 47°11'01" West, a distance of 1,177.75 feet, to the most westerly corner of said certain parcel of land;

**THENCE** leaving said southwesterly line, along said westerly line, North 41°36'26" East, a distance of 79.05 feet;

**THENCE** North 35°13'14" East, a distance of 401.83 feet;

**THENCE** North 26°05'50" East, a distance of 321.74 feet;

**THENCE** North 17°29'27" East, a distance of 287.66 feet;

**THENCE** North 09°46'10" East, a distance of 364.84 feet;

**THENCE** North 07°03'33" East, a distance of 382.56 feet;

**THENCE** North 04°42'11" East, a distance of 325.91 feet;

**THENCE** North 03°08'17" East, a distance of 160.20 feet, to the northwest corner of said certain parcel;

**THENCE** leaving said westerly line, along said northerly line, South 89°33'56" East, a distance of 1,086.95 feet, to the **POINT OF BEGINNING**.

Containing 94,331 square feet or 2.1655 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on Document Number 2007-0128463, MCR and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2019. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174737 Liberty 303 Sewer Easement L01R01 10-15-20.docx

See attached Exhibit Drawing by Reference made a part hereto.



W. CAMELBACK ROAD

S89°33'56"E 2635.49'

NORTH QUARTER CORNER OF  
SECTION 23, T2N, R2W,  
FD. 2" ACP

NORTHEAST CORNER OF  
SECTION 23, T2N, R2W,  
FD. 3" COG BCH  
POINT OF COMMENCEMENT

## LEGEND

|      |                         |
|------|-------------------------|
| ACF  | ALUMINUM CAP IN FLUSH   |
| ACP  | ALUMINUM CAP IN POTHOLE |
| APN  | ASSESSOR PARCEL NUMBER  |
| BCF  | BRASS CAP FLUSH         |
| BCH  | BRASS CAP IN HANDHOLE   |
| COG  | CITY OF GOODYEAR        |
| DOC. | DOCUMENT                |
| EX.  | EXISTING                |
| FD.  | FOUND                   |
| LS   | LAND SURVEYOR           |
| MC   | MARICOPA COUNTY         |
| MCR  | MARICOPA COUNTY RECORDS |
| R/W  | RIGHT OF WAY            |

S00°16'25"W 2641.27'

POINT OF BEGINNING

799.88'

NE CORNER

N89°33'56"W 880.39'

N89°46'32"W 33.00'

APN:502-31-002M

DOC. 2007-0128463, MCR

EAST QUARTER CORNER OF  
SECTION 23, T2N, R2W,  
FD. 3" MC BCF

EXCEPTION  
NOT A PART

N89°34'56"W 2637.75'

WEST QUARTER CORNER OF  
SECTION 23, T2N, R2W,  
FD. 3" COG BCH LS 22182

N89°34'56"W 2638.41'

CENTER OF  
SECTION 23, T2N, R2W,  
NOTHING FOUND,  
NOTHING SET

S00°16'25"W 2622.43'

N00°13'39"E 2603.37'

N. COTTON LANE

SOUTH QUARTER CORNER OF  
SECTION 23, T2N, R2W,  
FD. 3" ACF  
T2N R2W S23 1/4 S26 LS 21080 2007

S89°59'45"E 2639.86'

SOUTHEAST CORNER OF  
SECTION 23, T2N, R2W,  
FD. 3" COG BCF

W. INDIAN SCHOOL ROAD



EXPIRES 09-30-23

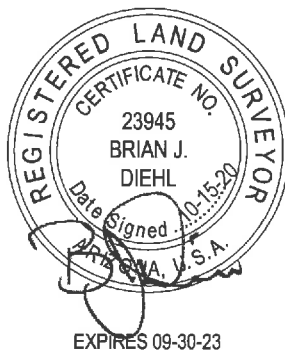
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| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L1         | S00°26'04"W | 20.00'    |
| L2         | N89°33'56"W | 1,067.88' |
| L3         | S03°08'17"W | 141.39'   |
| L4         | S04°42'11"W | 326.59'   |
| L5         | S07°03'33"W | 383.44'   |
| L6         | S09°46'10"W | 366.66'   |
| L7         | S17°29'27"W | 290.51'   |
| L8         | S26°05'50"W | 324.84'   |
| L9         | S35°13'14"W | 404.54'   |
| L10        | S41°36'26"W | 40.58'    |
| L11        | S02°47'17"E | 28.58'    |
| L12        | S47°11'01"E | 838.17'   |
| L13        | N42°48'59"E | 10.00'    |

| LINE TABLE |             |           |
|------------|-------------|-----------|
| LINE       | BEARING     | DISTANCE  |
| L14        | S47°11'01"E | 300.00'   |
| L15        | S42°48'59"W | 30.00'    |
| L16        | N47°11'01"W | 1,177.75' |
| L17        | N41°36'26"E | 79.05'    |
| L18        | N35°13'14"E | 401.83'   |
| L19        | N26°05'50"E | 321.74'   |
| L20        | N17°29'27"E | 287.66'   |
| L21        | N09°46'10"E | 364.84'   |
| L22        | N07°03'33"E | 382.56'   |
| L23        | N04°42'11"E | 325.91'   |
| L24        | N03°08'17"E | 160.20'   |
| L25        | S89°33'56"E | 1,086.95' |



EXPIRES 09-30-23

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