

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 UTILITY AND SIDEWALK EASEMENT

GRANTOR:

**SOUTHWEST VALLEY HOLDINGS,
LLC, an Arizona limited liability company**

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, **SOUTHWEST VALLEY HOLDINGS, LLC, an Arizona limited liability company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, its successors, assigns (collectively "Grantee"), a Public Utility and Sidewalk Easement (the "Easement"). The Public Utility and Sidewalk Easement shall be a permanent easement upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities by the City of Goodyear and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by the City of Goodyear and its Permittees; and (iii) travel by the public over installed sidewalks.

Grantee shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

Grantor reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by Grantee and its Permittees. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of Grantee.

Grantor and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement unless installed by them.

Grantor and its respective successors and assigns, hereby waives and releases Grantee from any and all liability for damage to the Easement Area that results from the exercise of the rights granted in this easement provided the Easement Area is restored to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

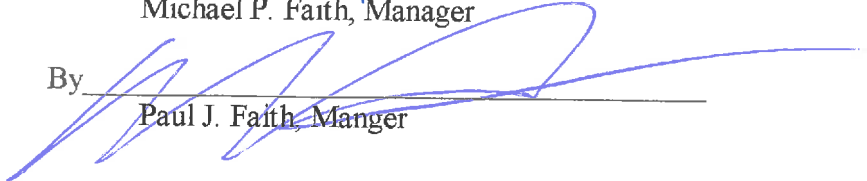
This Public Utility and Sidewalk Easement runs with the land and is binding upon Grantor and all successors and assigns in interest or title to the Easement Area.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this day of February 9, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
SOUTHWEST VALLEY HOLDINGS, LLC,
an Arizona limited liability company

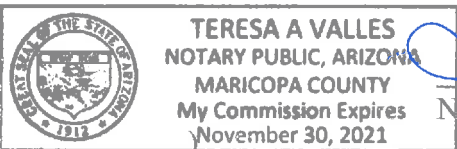
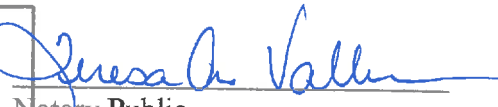
By: 
Michael P. Faith, Manager

By: 
Paul J. Faith, Manager

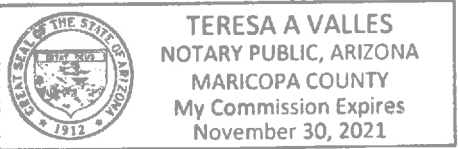
State of Arizona)
)ss.
County of Maricopa)

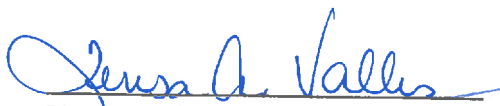
On this 9th day of February, 2021, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Faith, Manager of Southwest Valley Holdings, an Arizona limited liability company, for and on before thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he executed the same for the purposes therein contained.

State of Arizona)
)ss.
County of Maricopa)

 
Notary Public

On this 9th day of February, 2021, before me, a Notary Public, the undersigned officer, personally appeared Paul J. Faith, Manager of Southwest Valley Holdings, an Arizona limited liability company, for and on before thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he executed the same for the purposes therein contained.




Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

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

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20____ 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

NEW P.U.E. LEGAL DESCRIPTION

THE EAST 10.00 FEET OF LOT 3C, AS SHOWN ON THE MINOR LAND DIVISION RECORDED IN BOOK 1467 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

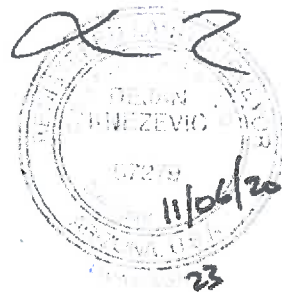
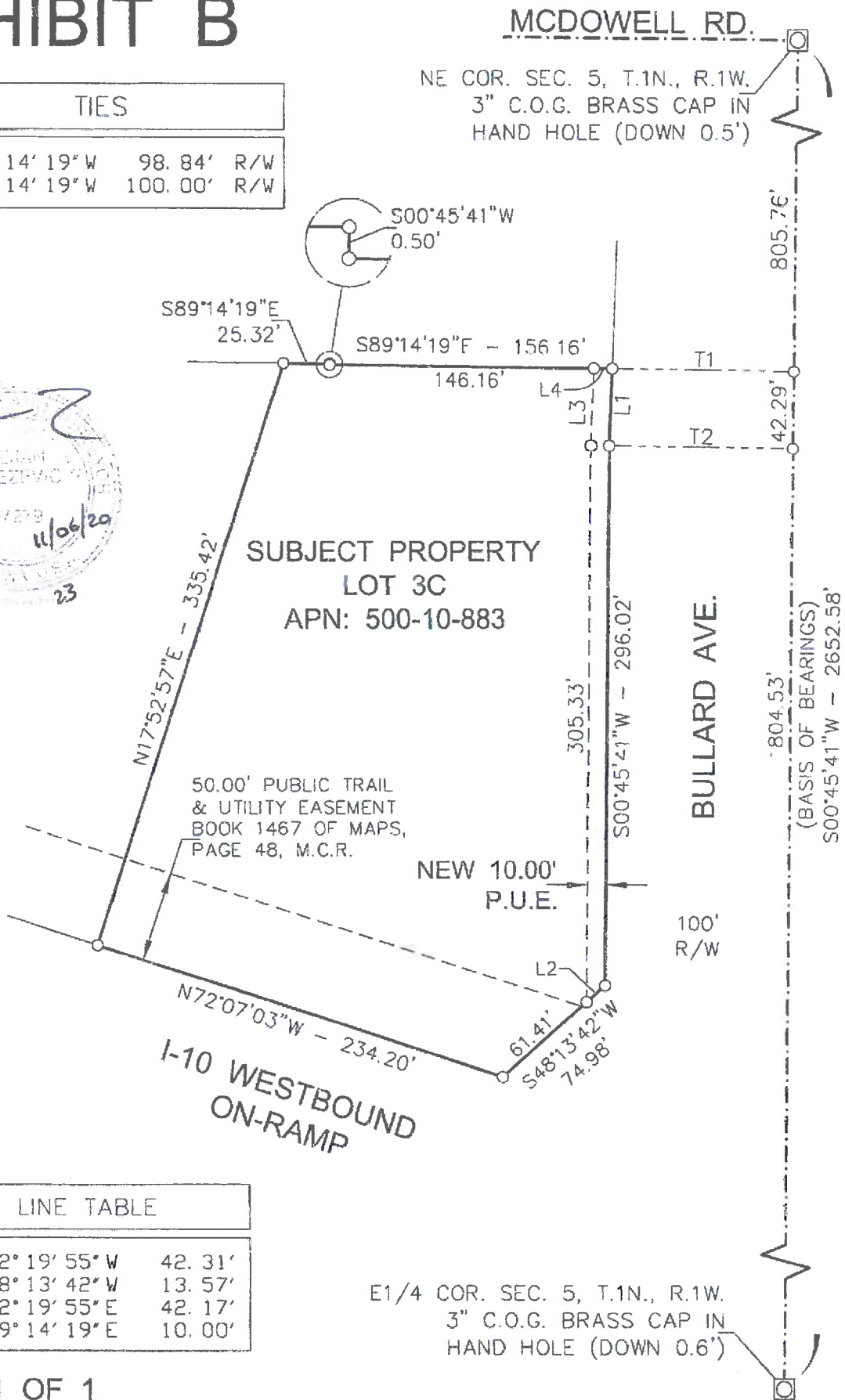


EXHIBIT B

TIES			
T1	N89°14'19"W	98.84'	R/W
T2	N89°14'19"W	100.00'	R/W



LINE TABLE		
L1	S02°19'55"W	42.31'
L2	S48°13'42"W	13.57'
L3	N02°19'55"E	42.17'
L4	S89°14'19"E	10.00'

E1/4 COR. SEC. 5, T.1N., R.1W.
3" C.O.G. BRASS CAP IN
HAND HOLE (DOWN 0.6')

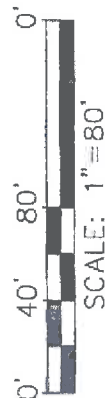


EXHIBIT C

VICINITY MAP

NOT TO SCALE

