

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-57

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

GRANTOR:

**BULLARD & VAN BUREN, LLC, a
Delaware limited liability company**

GRANTEE:

**CITY OF GOODYEAR, an Arizona
Municipal Corporation and its successors
and assigns**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BULLARD & VAN BUREN, LLC, a Delaware limited liability company**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent easement (the "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 GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE 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 for the purposes specified above. 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 except to the extent of any warranty required by Grantee as to any such facilities installed by Grantor.

GRANTOR and its respective successors and assigns, hereby waives and releases GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores GRANTOR's property 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 for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this day of _____, 20 ____.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
BULLARD & VAN BUREN, LLC,
a Delaware limited liability company

By: GL CABANA BULLARD INVESTORS, LLC,
an Arizona limited liability company
Its: Manager

By: GREENLIGHT COMMUNITIES, LLC,
an Arizona limited liability company
Its: Manager

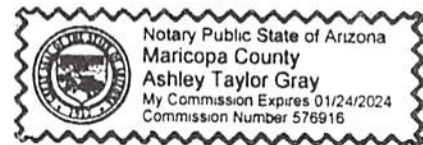
By: RDP COMMERCIAL, LLC,
an Arizona limited liability company
Its: Manager

By: _____
Name: Robert Lyles
Its: Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this 2nd day of July, 20 21 by ROBERT LYLES, the Manager of RDP COMMERCIAL, LLC, an Arizona limited liability company, the Manager of GREENLIGHT COMMUNITIES, LLC, an Arizona limited liability company, the Manager of GL CABANA BULLARD INVESTORS, LLC, an Arizona limited liability company, the Manager of BULLARD & VAN BUREN, LLC, a Delaware limited liability company, on behalf of such limited liability company.

Ashley Taylor Gray
Notary Public



Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, this ____ 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, an Arizona municipal corporation**, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**LEGAL DESCRIPTION
PUBLIC UTILITES EASEMENT
CABANA ON BULLARD
GOODYEAR, ARIZONA**



DATE 04/05/21
Job No. P5201
Page 1 of 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH. RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, FROM WHICH A FOUND 'X' MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 5 BEARS NORTH 89 DEGREES 26 MINUTES 22 SECONDS WEST, A DISTANCE OF 2605.00 FEET;

THENCE FOLLOWING SAID SECTION LINE NORTH 89 DEGREES 26 MINUTES 22 SECONDS WEST, A DISTANCE OF 121.69 FEET;

THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 33 MINUTES 38 SECONDS EAST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 26 MINUTES 22 SECONDS WEST, A DISTANCE OF 860.85 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 35 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 856.69 FEET;

THENCE NORTH 45 DEGREES 39 MINUTES 31 SECONDS EAST, A DISTANCE OF 25.61 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 24 SECONDS EAST, A DISTANCE OF 85.87 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 39 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 24 SECONDS EAST, A DISTANCE OF 204.94 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 45 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00 DEGREES 45 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.14 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 22 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 179.11 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 45 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 205.00 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 39 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 45 DEGREES 39 MINUTES 31 SECONDS WEST, A DISTANCE OF 33.88 FEET TO THE POINT OF BEGINNING.

S89°26'22"E 907.74'
897.74'

CABANA ON BULLARD

APN: 500-04-044M
OWNER: BULLAD &
VAN BUREN, LLC

N0°45'35"E 488.00'
478.00'

10.00'

S89°26'22"E 856.69'
N89°26'22"W 860.85'

2483.31'

N89°26'22"W 2605.00'
(BASIS OF BEARING)

W VAN BUREN STREET

S 1/4 COR
SEC 5, T1N, R1W
FND 'X'

POB

L3

N0°45'24"E

85.87'

N45°39'31"E

25.61'

POB

N0°45'24"E

80.00'

S0°45'24"W

33.88'

S45°39'31"W

121.69'

SE COR

SEC 5, T1N, R1W

FND BCHH

POC

10.00'

N0°45'24"E

169.14'

S0°45'24"W 205.00'

L1

S0°45'24"W 179.11'

N0°45'24"E 204.94'

L2

S0°45'24"W 205.00'

L3

N0°45'24"E

85.87'

N45°39'31"E

25.61'

POB

N0°45'24"E

80.00'

S0°45'24"W

33.88'

S45°39'31"W

121.69'

SE COR

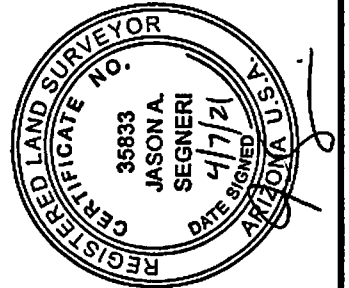
SEC 5, T1N, R1W

FND BCHH

POC

N BULLARD AVENUE

N.T.S.



10' P.U.E. - PUBLIC UTILITIES EASEMENT

P.U.E. DEDICATION

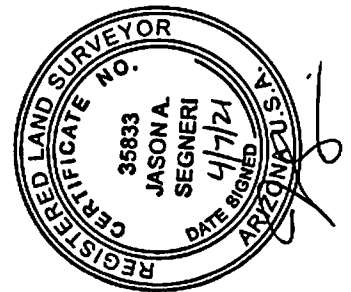
CABANA ON BULLARD
GOODYEAR, ARIZONA

S I G
SURVEY INNOVATION
GROUP, INC.
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

A RICK ENGINEERING COMPANY

PROJECT NO: P5201
DRAWN BY: TLH
CHECKED BY: JAS

SHEET: 1 OF 2
SCALE: N.T.S.
DATE: 4/5/2021



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°36'45"W	8.00'
L2	N89°14'39"W	15.00'
L3	S89°14'39"E	15.00'
L4	S89°36'45"E	8.00'

S

I

G

**SURVEY INNOVATION
GROUP, INC.**
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

A RICK ENGINEERING COMPANY

P.U.E. DEDICATION
CABANA ON BULLARD
GOODYEAR, ARIZONA

PROJECT NO: P5201

DRAWN BY: TLH

CHECKED BY: JAS

SHEET: 2 OF 2

SCALE: N.T.S.

DATE: 4/5/2021

CABANA ON BULLARD PUE CLOSURE REPORT

North: 891776.0859' East: 560063.0224'

Segment #1 : Line

Course: S45° 39' 31"W Length: 33.88'

North: 891752.4061' East: 560038.7918'

Segment #2 : Line

Course: N89° 26' 22"W Length: 860.85'

North: 891760.8281' East: 559177.9830'

Segment #3 : Line

Course: N0° 45' 35"E Length: 10.00'

North: 891770.8273' East: 559178.1156'

Segment #4 : Line

Course: S89° 26' 22"E Length: 856.69'

North: 891762.4459' East: 560034.7646'

Segment #5 : Line

Course: N45° 39' 31"E Length: 25.61'

North: 891780.3456' East: 560053.0806'

Segment #6 : Line

Course: N0° 45' 24"E Length: 85.87'

North: 891866.2081' East: 560054.2146'



Segment #7 : Line

Course: S89° 14' 39"E Length: 15.00'

North: 891866.0102' East: 560069.2133'

Segment #8 : Line

Course: N0° 45' 24"E Length: 204.94'

North: 892070.9324' East: 560071.9197'

Segment #9 : Line

Course: S89° 36' 45"E Length: 8.00'

North: 892070.8783' East: 560079.9195'

Segment #10 : Line

Course: N0° 45' 24"E Length: 169.14'

North: 892240.0035' East: 560082.1532'

Segment #11 : Line

Course: S89° 26' 22"E Length: 10.00'

North: 892239.9057' East: 560092.1527'

Segment #12 : Line

Course: S0° 45' 24"W Length: 179.11'

North: 892060.8113' East: 560089.7874'

Segment #13 : Line

Course: N89° 36' 45"W Length: 8.00'

North: 892060.8654' East: 560081.7876'

Segment #14 : Line

Course: S0° 45' 24"W Length: 205.00'

North: 891855.8833' East: 560079.0803'

Segment #15 : Line

Course: N89° 14' 39"W Length: 15.00'

North: 891856.0811' East: 560064.0816'

Segment #16 : Line

Course: S0° 45' 24"W Length: 80.00'

North: 891776.0881' East: 560063.0252'

Perimeter: 2767.09' Area: 13735 Sq. Ft.

Error Closure: 0.0035 Course: N51° 48' 30"E

Error North: 0.00218 East: 0.00277

Precision 1: 790597.14

