

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:

**AMAZON.COM SERVICES 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, **AMAZON.COM SERVICES 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.

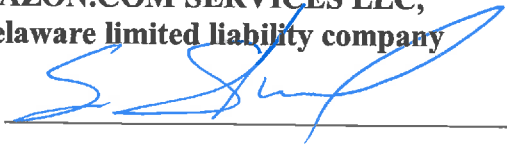
This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

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

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

**AMAZON.COM SERVICES LLC,
a Delaware limited liability company**

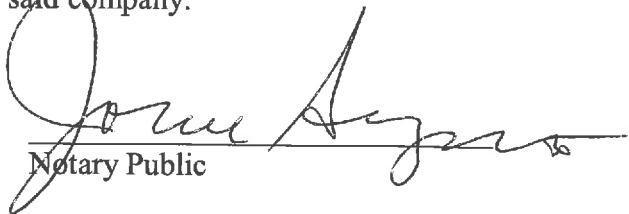
By: 

Its: AUTHORIZED REPRESENTATIVE

State of Arizona)
Washington)
Maricopa) ss.
County of King)

On this 4th day of August, 2021, before me personally appeared
Sean Sheppard in such individual's capacity as Authorized
Signatory of AMAZON.COM SERVICES LLC, a Delaware limited liability company and
known to me personally, who being duly sworn (or affirmed) did say that the foregoing
instrument was signed on behalf of said company and was the free and voluntary act and deed of
said company for the uses and purposes therein mentioned, and on oath stated that he was
authorized to execute said instrument on behalf of said company.




Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

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

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION FOR
10' PUBLIC UTILITY EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the Southeast Quarter of Section 23, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County Highway Department Brass Cap Flush for the East Quarter Corner of said Section 23, from which a found Brass Cap in handhole for the West Quarter Corner of said Section 23 bears North 89 deg. 34 min. 47 sec. West (Basis of Bearings) - 5,276.13 feet;

THENCE North 89 deg. 34 min. 47 sec. West along the North line of the Southeast Quarter of said Section 23, a distance of 864.64 feet;

THENCE South 00 deg. 25 min. 13 sec. West departing the North line, a distance of 155.47 feet to the Northwest right-of-way line of West Minnezona Avenue recorded in 2010-0872257 of the Maricopa County Records (MCR), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 800.00 feet, a central angle of 06 deg. 40 min. 03 sec., and being subtended by a chord which bears South 46 deg. 05 min. 53 sec. West - 93.04 feet, and said point being the **TRUE POINT OF BEGINNING**;

THENCE in a southwesterly direction along said curve to the left and said Northwest right-of-way line, a distance of 93.09 feet;

THENCE South 42 deg. 49 min. 12 sec. West tangent to said curve and continue along said Northwest right-of-way line, a distance of 1,244.55 feet;

THENCE North 47 deg. 10 min. 52 sec. West departing said Northwest right-of-way line, a distance of 10.12 feet;

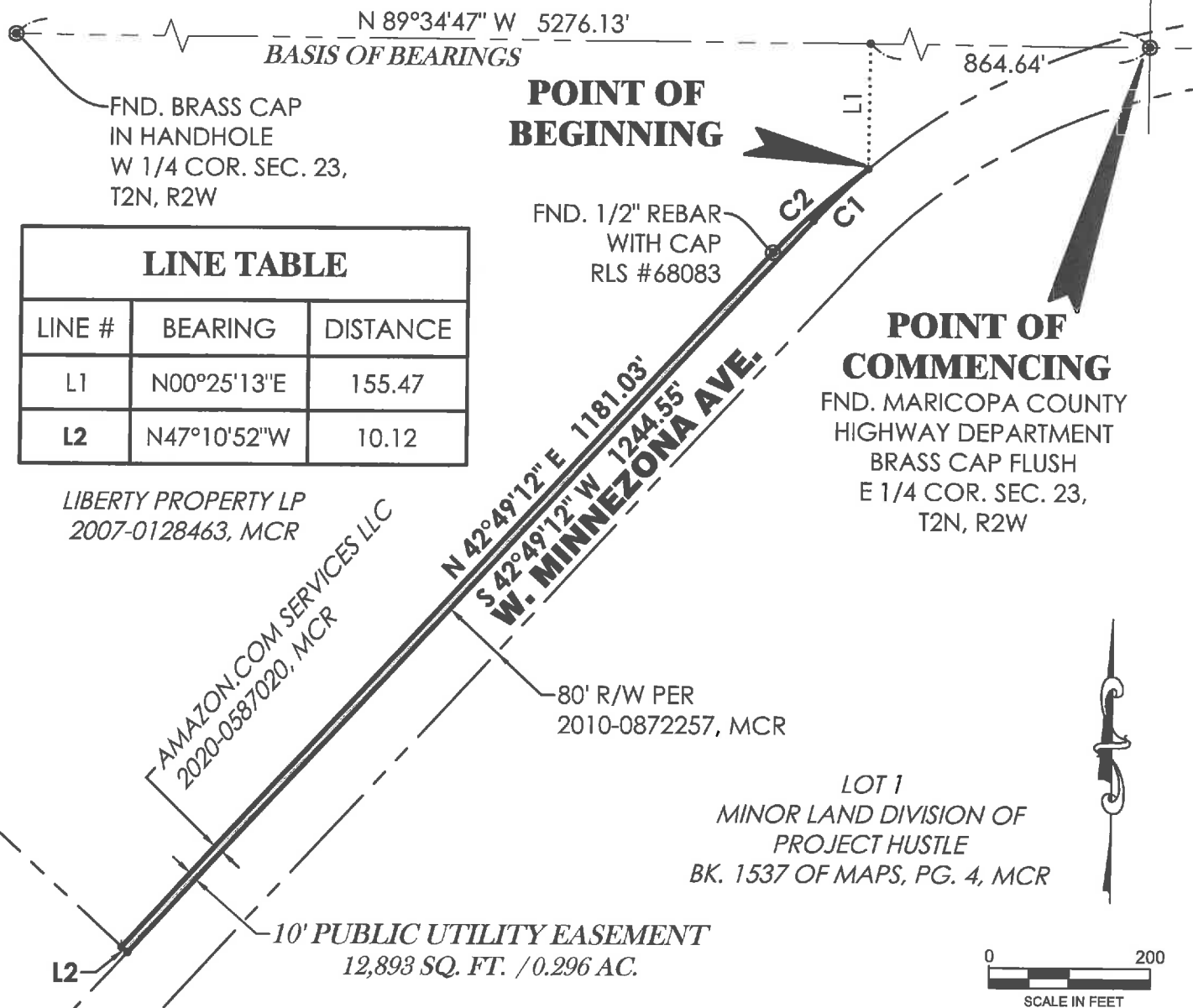
THENCE North 42 deg. 49 min. 12 sec. East, a distance of 1,181.03 feet to a found 1/2" rebar with cap stamped "RLS #68083" for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 800.00 feet, a central angle of 11 deg. 16 min. 27 sec., and being subtended by a chord which bears North 48 deg. 27 min. 25 sec. East - 157.16 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 157.42 feet to the **POINT OF BEGINNING**, containing 12,893 square feet or 0.296 acres of land, more or less.

Exhibit map attached and made a part hereof.



Sheet 1 of 2



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	800.00	93.09	6°40'03"	S46°05'53"W	93.04
C2	800.00	157.42	11°16'27"	N48°27'25"E	157.16

**EXHIBIT "A" MAP SHOWING
10' PUBLIC UTILITY EASEMENT, SITUATED IN A
PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, T2N, R2W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA**

**GOODWIN AND
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85044
(602) 218-7285

Scale: 1" = 200'

Date: 2/5/2021

Job No.: 10861A

Drafted: L.J.C.

Checked: J.N.R.

Sheet

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of

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