

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:

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

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, **LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership**, ("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:
LIBERTY PROPERTY LIMITED PARTNERSHIP,
a Pennsylvania limited partnership

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

By: Jeff Foster
Its: Vice President - Market Officer

State of AZ)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this 23rd day of April, 2021 by Jeff Foster, as Market Officer of Liberty Property Trust, a Maryland real estate investment trust, the general partner of **LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership.**



Trina Thompson
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 East Half 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 for the East Quarter corner of said Section 23, from which a found brass cap in handhole for the West Quarter corner bears North 89 deg. 34 min. 47 sec. West (Basis of Bearings) - 5,276.13 feet, and from which a found brass cap in handhole for the Northeast corner of said Section 23 bears North 00 deg. 13 min. 10 sec. East - 2,640.68 feet;

THENCE North 89 deg. 34 min. 47 sec. West along the East - West Mid-Section line of said Section 23, a distance of 33.00 feet;

THENCE North 00 deg. 13 min. 10 sec. East being 33.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 23, a distance of 73.11 feet to the **TRUE POINT OF BEGINNING**;

THENCE North 89 deg. 46 min. 43 sec. West along the North right-of-way line of Minnezona Avenue as described in Document No. 2010-0872255 of Maricopa County Records (MCR), a distance of 32.00 feet;

THENCE South 45 deg. 19 min. 15 sec. West along said North right-of-way line, a distance of 46.59 feet;

THENCE North 89 deg. 34 min. 47 sec. West along said North right-of-way line and being 40.00 feet North of and parallel with said Mid-Section line, a distance of 242.37 feet to a Point of Curvature of a circular curve to the left, having a radius of 800.00 feet, a central angle of 40 deg. 50 min. 03 sec., and being subtended by a chord which bears South 70 deg. 00 min. 12 sec. West - 558.16 feet;

THENCE in a westerly direction along said curve to the left, the North right-of-way line of said Minnezona Avenue, and the Northwest right-of-way line of Minnezona Avenue as described in Document No. 2010-0872257 (MCR), a distance of 570.15 feet to a point of cusp of a circular curve to the left, having a radius of 800.00 feet, a central angle of 10 deg. 23 min. 2 sec., and being subtended by a chord which bears South 48 deg. 59 min. 38 sec. West - 144.79 feet;

THENCE in a southwesterly direction departing said Northwest right-of-way line and continue along said curve to the left, a distance of 144.99 feet;

THENCE North 42 deg. 49 min. 12 sec. East non-tangent to said curve, a distance of 49.69 feet to a Point of Curvature of a circular curve to the right, having a radius of 810.00 feet, a central angle of 47 deg. 36 min. 02 sec., and being subtended by a chord which bears North 66 deg. 37 min. 13 sec. East - 653.75 feet;

THENCE in a northeasterly direction along said curve to the right, a distance of 672.94 feet;

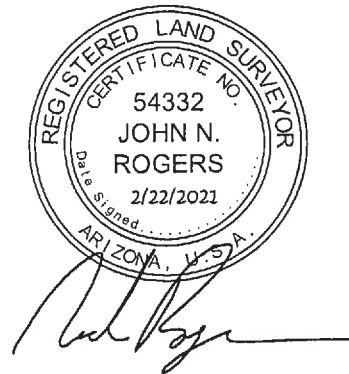
THENCE South 89 deg. 34 min. 47 sec. East tangent to said curve and being 50.00 feet North of and parallel with said Mid-Section line, a distance of 238.22 feet;

THENCE North 45 deg. 19 min. 15 sec. East, a distance of 46.57 feet;

THENCE South 89 deg. 46 min. 43 sec. East, a distance of 36.13 feet;

THENCE South 00 deg. 13 min. 10 sec. West being 33.00 feet West of and parallel with the East line of the Northeast Quarter of said Section 23, a distance of 10.00 feet to the **POINT OF BEGINNING**, containing 9,584 square feet or 0.220 acres of land, more or less.

Exhibit map attached and made a part hereof.



SEE SHEET 4 FOR
LINE & CURVE TABLE

FND. BRASS CAP
IN HANDHOLE
NE COR. SEC. 23,
T2N, R2W

LIBERTY PROPERTY LP
2007-0128463, MCR

10' PUBLIC
UTILITY EASEMENT
9,584 SQ. FT. / 0.220 AC.

FND. BRASS CAP
IN HANDHOLE
W 1/4 COR. SEC. 23,
T2N, R2W

BASIS OF
BEARINGS
N 89°34'47" W
5276.13'

W. MINNEZONA AVE.

40' R/W PER
2010-0872255, MCR

40' R/W PER
2010-0872257, MCR

80' R/W PER
2010-0872257, MCR

LOT 1
MINOR LAND DIVISION
OF PROJECT HUSTLE
BK. 1357 OF MAPS, PG. 4, MCR

POINT OF
COMMENCING

FND. M.C.D.O.T.
BRASS CAP, FLUSH
E 1/4 COR. SEC. 23,
T2N, R2W

N. COTTON LANE

POINT OF
BEGINNING

0 200
SCALE IN FEET

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

GOODWIN AND
MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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

Scale: 1" = 200'

Date: 2/22/2021

Job No.: 10861A

Drafted: J.N.R.

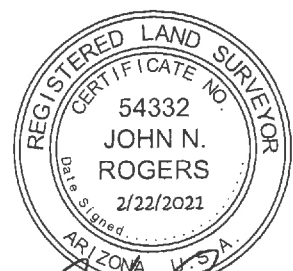
Checked: J.N.R.

Sheet

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of

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LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°13'10"E	73.11
L2	N89°46'43"W	32.00
L3	S45°19'15"W	46.59
L4	N89°34'47"W	242.37
L5	N42°49'12"E	49.69
L6	S89°34'47"E	238.22
L7	N45°19'15"E	46.57
L8	S89°46'43"E	36.13
L9	S00°13'10"W	10.00

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	800.00	570.15	40°50'03"	S70°00'12"W	558.16
C2	800.00	144.99	10°23'02"	S48°59'38"W	144.79
C3	810.00	672.94	47°36'02"	N66°37'13"E	653.75

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

**GOODWIN &
MARSHALL &**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2
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Scale: NONE

Date: 2/22/2021

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Sheet

4

of

4

