

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:

**RADOS PROPERTIES – INDIAN
SCHOOL 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, **RADOS PROPERTIES – INDIAN SCHOOL 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

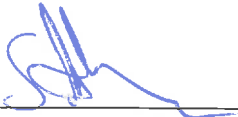
GRANTOR's property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

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 July 26, 20 21.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
RADOS PROPERTIES – INDIAN SCHOOL LLC,
a Delaware limited liability company

By: 
Name: Stephen S. Rados
Title: Manager

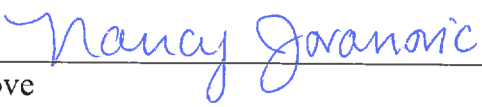
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

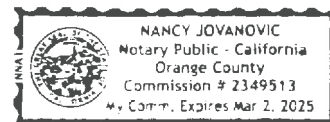
State of California }
County of Orange }

On July 26, 2021, before me, Nancy Jovanovic, Notary Public, personally appeared Stephen S. Rados who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
place notary seal above



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 South 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 aluminum cap stamped "RLS#21080" for the South Quarter corner of said Section 23, from which a found brass cap in handhole for the Southwest corner of said Section 23 bears North 89 deg. 59 min. 41 sec. West (Basis of Bearings) - 2,639.84 feet;

THENCE North 89 deg. 59 min. 41 sec. West along the South line of the Southwest Quarter of said Section 23, a distance of 148.05 feet;

THENCE North 00 deg. 00 min. 19 sec. East departing said South line, a distance of 65.11 feet to the North right-of-way line of Indian School Road as described in Document No. 2010-0872257 of Maricopa County Records (MCR), said point being the **TRUE POINT OF BEGINNING**;

THENCE North 00 deg. 00 min. 19 sec. East departing said North right-of-way line, a distance of 10.00 feet;

THENCE North 45 deg. 00 min. 19 sec. East, a distance of 20.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 810.00 feet, a central angle of 42 deg. 46 min. 33 sec., and being subtended by a chord which bears North 21 deg. 25 min. 56 sec. East - 590.78 feet;

THENCE in a northerly direction along said curve to the right, a distance of 604.73 feet;

THENCE North 42 deg. 49 min. 12 sec. East non-tangent to said curve, a distance of 1,150.87 feet;

THENCE South 47 deg. 10 min. 52 sec. East, a distance of 10.00 feet to the Northwest right-of-way line of West Minnezona Avenue described in Document No. 2010-0872257 (MCR);

THENCE South 42 deg. 49 min. 12 sec. West along the Northwest right-of-way line of said West Minnezona Avenue, a distance of 1,150.87 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 800.00

feet, a central angle of 42 deg. 48 min. 54 sec., and being subtended by a chord which bears South 21 deg. 24 min. 46 sec. West - 584.00 feet;

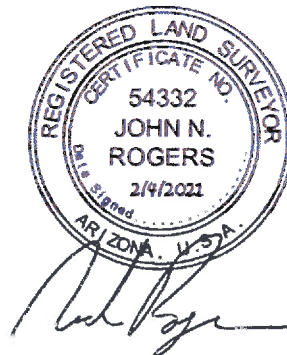
THENCE in a southerly direction along said curve to the left and said Northwest right-of-way line, a distance of 597.81 feet;

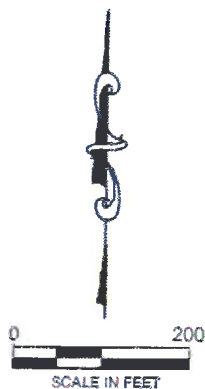
THENCE South 00 deg. 00 min. 19 sec. West tangent to said curve and continue along the West right-of-way line of said Minnezona Avenue, a distance of 3.59 feet for the beginning of a corner clip at the intersection of said Minnezona Avenue and Indian School Road;

THENCE South 45 deg. 00 min. 19 sec. West along said corner clip, a distance of 28.28 feet to the end of same;

THENCE North 89 deg. 59 min. 41 sec. West along the North right-of-way line of said Indian School Road, being 65.11 feet North of and parallel with the South line of the Southwest Quarter of said Section 23, a distance of 4.14 feet to the **POINT OF BEGINNING**, containing 17,801 square feet or 0.409 acres of land, more or less.

Exhibit map attached and made a part hereof.





RADOS PROPERTIES
CALIFORNIA LAND LLC
2016-0467332, MCR

10' PUBLIC UTILITY EASEMENT
17,801 SQ. FT. / 0.409 AC.

LIBERTY PROPERTY LP
2007-0128463, MCR

SEE SHEET 4 FOR
LINE & CURVE TABLE

80' R/W PER
2010-0872257, MCR

LOT 1
MINOR LAND DIVISION OF
PROJECT HUSTLE
BK. 1537 OF MAPS, PG. 4, MCR

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

POINT OF
BEGINNING

BASIS OF BEARINGS
N 89°59'41" W 2639.84'

POINT OF
COMMENCING
FND. MARICOPA COUNTY
ALUMINUM CAP, RLS#21080
S 1/4 COR. SEC. 23,
T2N, R2W

W. INDIAN SCHOOL RD.

EXHIBIT "A" MAP SHOWING
10' PUBLIC UTILITY EASEMENT, SITUATED IN A
PORTION OF THE SOUTH HALF 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: 2/4/2021

Job No.: 10861A

Drafted: L.J.C.

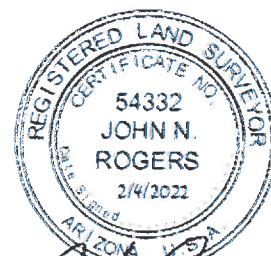
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CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	810.00	604.73	42°46'33"	N21°25'56"E	590.78
C2	800.00	597.81	42°48'54"	S21°24'46"W	584.00

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°00'19"E	65.11
L2	N00°00'19"E	10.00
L3	N45°00'19"E	20.00
L4	S47°10'52"E	10.00
L5	S00°00'19"W	3.59
L6	S45°00'19"W	28.28
L7	N89°59'41"W	4.14

**EXHIBIT "A" MAP SHOWING
10' PUBLIC UTILITY EASEMENT, SITUATED IN A
PORTION OF THE SOUTH HALF OF SECTION 23, T2N, R2W
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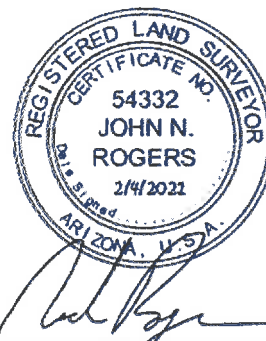
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