

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)(2)

EMERGENCY SERVICES ACCESS EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **PRESCOTT CONVENTION CENTER LIMITED PARTNERSHIP, an Arizona limited partnership** (collectively "GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, ("GRANTEE"), its successors and assigns, a perpetual Emergency Services Access Easement. The Emergency Services Access Easement shall be a permanent easement on, over, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), for use by the City of Goodyear and other entities for the purposes provided herein. The purpose of this easement is to: (i) provide access for emergency services providers, including the City of Goodyear, to respond to calls for emergency services, and (ii) to allow the City of Goodyear including its contractors the right, but not the obligation, to construct, maintain, repair and/or replace improvements within the Easement Area as needed to provide access for emergency service providers.

GRANTOR, its successors and assigns, shall construct improvements within the Easement Area consistent with all applicable federal, state, and/or local laws, ordinances, policies, procedures or other requirements applicable to emergency access ways in effect at the time of the construction of the emergency access improvements, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manuals for improvements needed for emergency access (the "Emergency Access Road"). GRANTOR, its successors and assigns, shall maintain, the Emergency Access Road in good working condition and shall repair and replace the Emergency Access Road as needed to have an Emergency Access Road in good working condition.

GRANTEE shall have no responsibility or liability for the construction, operation, maintenance or repair of the Emergency Access Road. GRANTEE shall have the right, but not the obligation to construct, maintain, replace and/or repair the Emergency Access Road and if GRANTEE exercises this right because of the failure of GRANTOR its successors and assigns to construct, maintain, replace and/or repair the Emergency Access Road, the City shall be entitled to recover from GRANTOR its successors and assigns the costs incurred by

the City in constructing, maintaining, replacing and/or repairing the Emergency Access Road and for all expenses, including, without limitation, reasonable attorney fees, incurred by the GRANTEE in recovering such costs.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

The easement conveyed is a non-exclusive easement and GRANTOR reserves for itself, its successors and assigns, all such rights and privileges in the real property described in Exhibit "A" that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not, modify, interfere with or endanger the Emergency Access Road constructed within the Easement Area including the right to grant additional non-exclusive easements in all or part of the real property described in Exhibit "A" that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not, modify, interfere with or endanger the Emergency Access Road constructed within the Easement Area. GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the Easement Area.

This Emergency Services Access Easement constitutes a covenant running with the land for the benefit of GRANTEE, its successors and assigns, and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area.

IN WITNESS WHEREOF, this instrument is executed this 14th day of JANUARY, 2022

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

**PRESCOTT CONVENTION CENTER LIMITED PARTNERSHIP,
an Arizona limited partnership**

**By: Prescott Convention Center, Inc., an Arizona corporation,
Its: General Partner**

By: 
Howard T. Grace, Its President and Director

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Emergency/Government Services Access Easement) was acknowledged before me this 14th day of January, 20 22 by Howard T. Grace as President and Director of Prescott Convention Center, Inc., an Arizona corporation as General Partner of Prescott Convention Center Limited Partnership, an Arizona limited partnership.




Notary Public

PLACE NOTARY SEAL ABOVE

Signatures, Acknowledgements and Exhibits Continued on Following Pages

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

By: _____

Its: _____

State of Arizona)
)ss.

County of Maricopa)

On this ____ day of _____, 20__, personally appeared before me
_____, 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"

PEBBLE CREEK RETAIL ROADWAY LEGAL DESCRIPTION

A portion of lot 2 of Section 6, Township 1 North, Range 1 West and a portion of the Southeast Quarter of Section 31, Township 2 North, Range 1 West of the Gila and Salt River Meridian, Default County, Arizona, being more particularly described as follows:

COMMENCING at a found City of Goodyear brass cap flush accepted as the Northeast Corner of said Section 6 from which a found City of Goodyear brass cap flush accepted as the Northwest corner thereof bears North $89^{\circ}21'40''$ West, 5201.92 feet;

Thence North $89^{\circ}21'40''$ West 1332.12 feet along the north line of the Northeast Quarter of said Section 6 to the **POINT OF BEGINNING**;

Thence leaving said north line, South $00^{\circ}22'43''$ West, 256.30 feet;

Thence North $88^{\circ}48'54''$ West, 433.89 feet;

Thence North $00^{\circ}37'19''$ East, 3.78 feet;

Thence North $89^{\circ}22'07''$ West, 199.99 feet;

Thence North $00^{\circ}37'56''$ East, 28.16 feet;

Thence South $88^{\circ}48'54''$ East, 602.80 feet;

Thence North $00^{\circ}15'16''$ East, 124.33 feet to the beginning of a tangent curve concave southwesterly, having a radius of 40.00 feet;

Thence northwesterly along said curve, through a central angle of $19^{\circ}47'52''$, an arc length of 13.82 feet to a tangent line;

Thence North $19^{\circ}32'35''$ West, 14.38 feet to the beginning of a tangent curve concave northeasterly, having a radius of 40.00 feet;

Thence northwesterly along said curve, through a central angle of $20^{\circ}09'18''$, an arc length of 14.07 feet to a tangent line;

Thence North $00^{\circ}36'43''$ East, 90.85 feet to the southerly Right of Way line of McDowell Road as recorded in the Final Plat of Palm Valley Phase VIII South Parcel in Book 839 of maps, Page 49, Maricopa County Records;

Thence South $89^{\circ}21'40''$ East, 40.54 feet along said southerly Right of Way line;

October 1, 2021

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Thence leaving said southerly Right of Way line, South $00^{\circ}22'43''$ West, 29.99 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 27496 sq. ft. (0.631 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

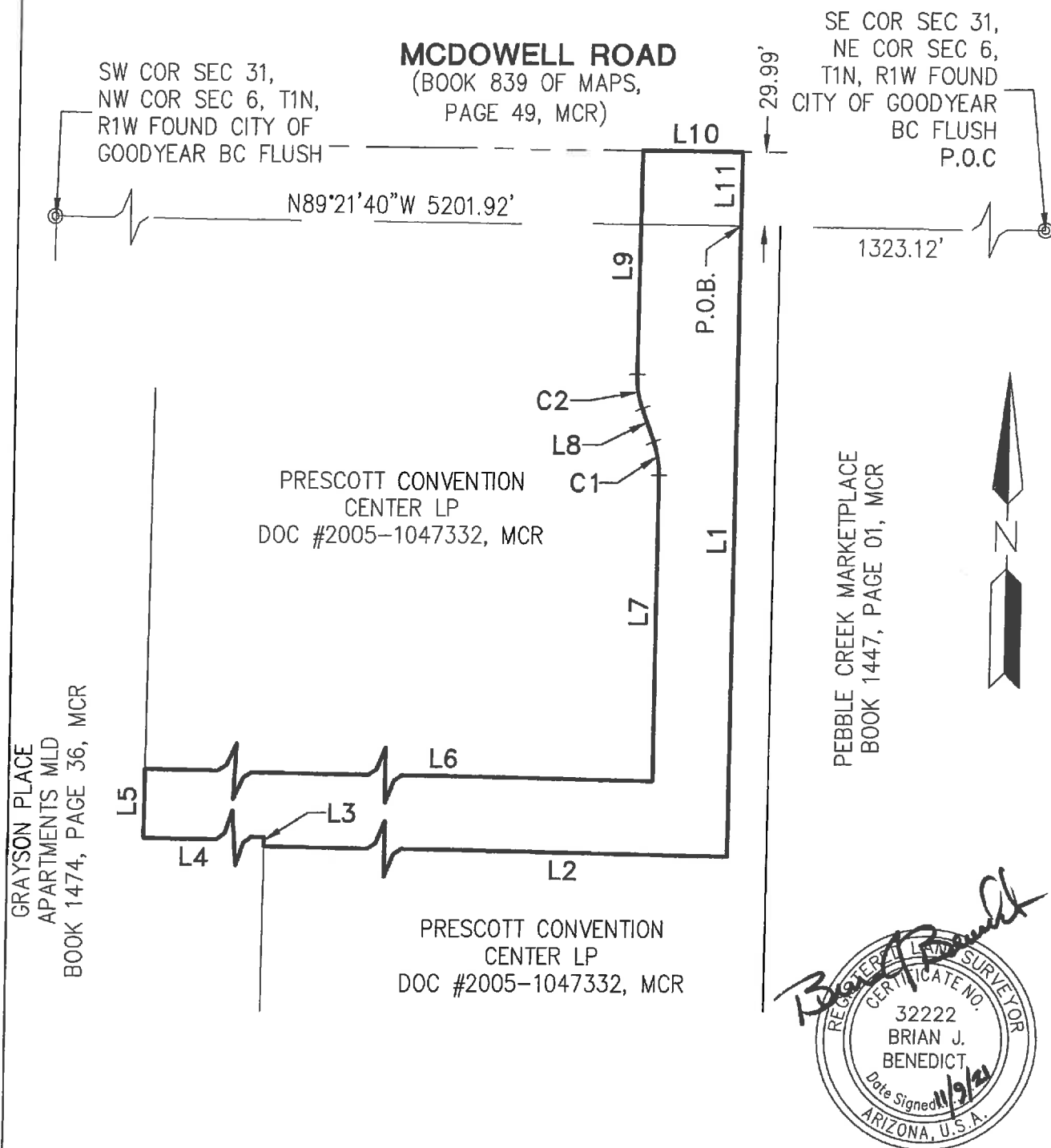
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No: 1958
Date: October 2021



October 1, 2021

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P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

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PROJ.NO.: 1958	PEBBLE CREEK RETAIL ROADWAY BOUNDARY GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: OCT. 2021		
SCALE: N.T.S.		
DRAWN BY: GS/RG		
CHECKED BY: BJB	EXHIBIT	

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°22'43"W	256.30'
L2	N88°48'54"W	433.89'
L3	N00°37'19"E	3.78'
L4	N89°22'07"W	199.99'
L5	N00°37'56"E	28.16'
L6	S88°48'54"E	602.80'
L7	N00°15'16"E	124.33'
L8	N19°32'35"W	14.38'
L9	N00°36'43"E	90.85'
L10	S89°21'40"E	40.54'
L11	S00°22'43"W	29.99'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	40.00'	19°47'52"	13.82'
C2	40.00'	20°09'18"	14.07'



PAGE 2 OF 2

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DATE: OCT. 2021		
SCALE: NONE		
DRAWN BY: GS/RG		
CHECKED BY: BJB	EXHIBIT	