

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-88

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SIDEWALK EASEMENT

GRANTOR:

**MICROSOFT CORPORATION, a
Washington corporation**

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, **MICROSOFT CORPORATION, a Washington corporation** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent non-exclusive 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 sole purposes of: (i) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by Grantee and its Permittees; and (ii) travel by the public over installed sidewalks. For purposes hereof, "Permittees" shall mean Grantor's employees, contractors, subcontractors, material providers and agents.

GRANTEE shall have all rights and privileges reasonably necessary or convenient for the full use and enjoyment of the Easement Area solely for the purposes described above. GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not unreasonably 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.

Pursuant to the terms and conditions of that certain Infrastructure Development Agreement for Project 10-11 between GRANTOR and GRANTEE as amended from time-to-time (as amended, the "Development Agreement"), GRANTOR shall construct the sidewalk improvements pursuant to plans approved by the City Engineer or his or her designee. Promptly upon completion (as defined in Section 14 of the Development Agreement) of the sidewalk improvements, GRANTEE shall accept the installed sidewalk ("Initial Acceptance"). Despite Initial Acceptance, GRANTOR, at its sole cost and expense, shall remain responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of the installed sidewalks to the extent required by the

Engineer's Design Standards and Policies Manual for the two (2) year period immediately following Initial Acceptance (the "Warranty Period"); provided, however, the need for any such work is not caused by GRANTEE's or its Permittee's negligence or wrongful acts. Upon expiration of the Warranty Period ("Final Acceptance"), GRANTEE, at its sole cost and expense, shall be solely responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of the installed sidewalk and shall maintain the same in a good, safe and serviceable condition for the benefit of the public and GRANTOR shall have no further obligation to maintain the installed sidewalk constructed within the Easement Area. Without limiting the foregoing, from and after Final Acceptance, GRANTEE covenants and agrees that GRANTEE, at its sole cost and expense, shall be obligated to restore the areas adjoining the Easement Area to their former condition, insofar as is reasonably possible, following the construction, installation, maintenance, repair, replacement or other changes to the installed sidewalks by GRANTEE or its Permittees.

The grant of the Easement set forth above shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Area.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

Should any litigation between GRANTOR and GRANTEE arise over the terms or conditions of this instrument, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs.

This instrument contains the entire understanding and agreement of the parties hereto relating to the rights herein granted and the obligations herein set forth. Any prior, contemporaneous, or subsequent written or oral representations and modifications concerning this instrument, the Easement or the Easement Area shall be of no force or effect, except a subsequent modification of this instrument in writing, signed by the owner of the Easement Area and Grantee and properly recorded in the Official Records of Maricopa County, Arizona. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This 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.

[Remainder of page intentionally left blank; Signatures on following page.]

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GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, this ____ day of _____, 2022.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Sidewalk Easement) was acknowledged before me this day of _____, 2022 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 FOR SIDEWALK EASEMENT

AN EASEMENT LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO LOCATED IN A PORTION OF THE FINAL PLAT OF "PHX 10-11 PHASE 1", ACCORDING TO BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89°52'29" EAST, 2701.08 FEET;

THENCE SOUTH 89°52'29" EAST, 2279.65 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 00°07'31" EAST, 55.00 FEET TO THE SOUTH RIGHT OF LINE OF BROADWAY ROAD, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°52'29" WEST, 136.10 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE NORTH 00°07'31" EAST, 18.90 FEET DEPARTING FROM SAID RIGHT OF WAY LINE;

THENCE SOUTH 89°52'29" EAST, 136.10 FEET;

THENCE SOUTH 00°07'31" WEST, 18.90 FEET TO THE **POINT OF BEGINNING**.

ABOVE DESCRIBED CONTAINS 2,572 SQUARE FEET MORE OR LESS.

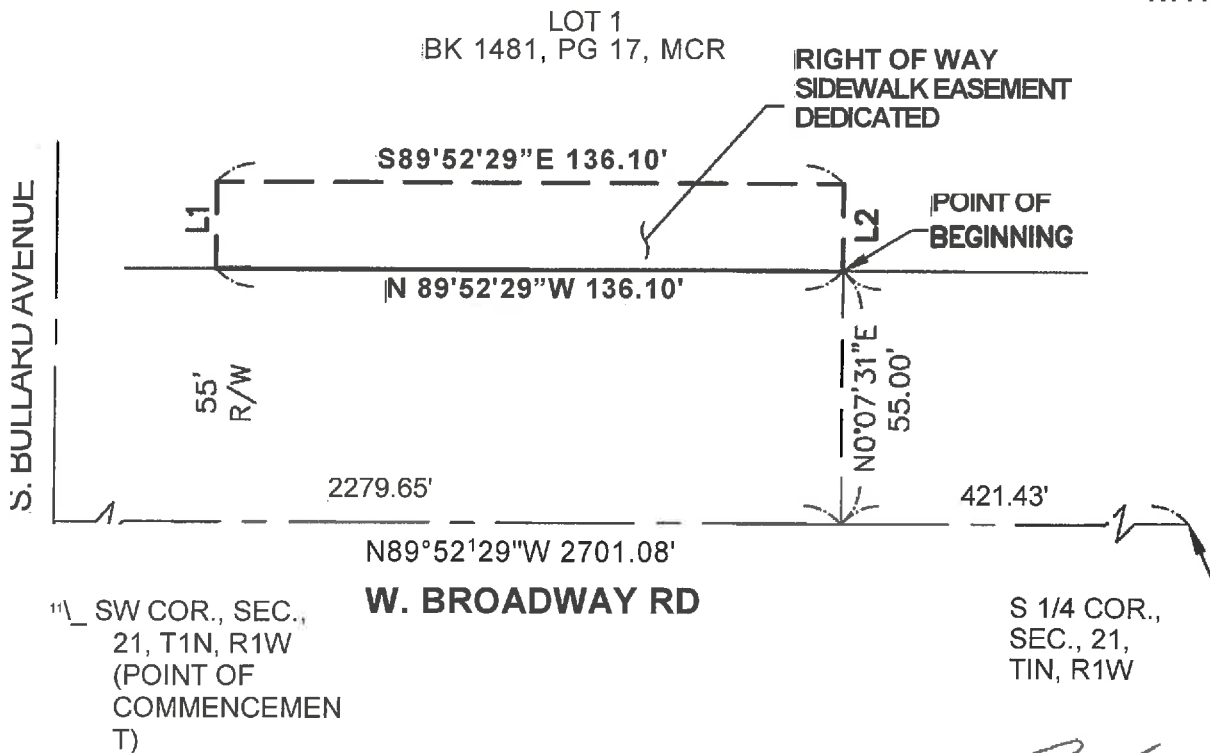
SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

RYAN D. GILBERT, RLS
GILBERT LAND SURVEYING
4361 S SQUIRES LANE
GILBERT, AZ 85297 480-
275-8020
PROJECT NO. 21-0702



EXHIBIT 'A' FOR SIDEWALK EASEMENT

N.T.S.



LINE TABLE		
LINE	LENGTH	BEARING
L1	18.90'	N0° 07' 31"E
L2	18.90'	SO° 07' 31"W



NOTE: THIS EXHIBIT IS MEANT SOLELY AS A REFERENCE TO THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.