

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-69

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

FIRE HYDRANT AND WATER LINE EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **VALK PROPERTIES THREE, LLC, a Texas limited liability company**, its successors and assigns ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, its successors and assigns ("GRANTEE") a perpetual Fire Hydrant and Water Line Easement within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area") for the purposes described herein. This Fire Hydrant and Water Line Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Area and constructing, operating, maintaining, inspecting, modifying, repairing, removing, and/or replacing a fire hydrant, appurtenances and underground water line(s) (the "Fire Hydrant Facilities") within, on, across, over, and under the Easement Area.

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.

Other than the Fire Hydrant Facilities GRANTOR constructs as a Permittee of GRANTEE, GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Area except as may be needed for other underground utility lines to cross the Easement Area and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Area.

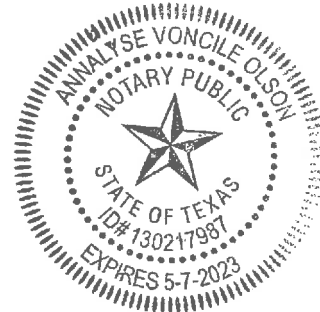
GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE's rights under this Fire Hydrant and Water Line Easement, do not interfere with or endanger any of GRANTEE's Fire Hydrant Facilities constructed within the Easement Area, and do not interfere with GRANTEE's access to such Fire Hydrant Facilities.

This Fire Hydrant and Water Line 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 instrument is executed this 7 day of February, 2022.

GRANTOR:
VALK PROPERTIES THREE, LLC,
a Texas limited liability company

By: [Signature]
Robert S. Valk, Manager



State of Texas)
 Rockwall)ss.
County of Dallas)

The foregoing instrument (Fire Hydrant and Water Line Easement) was acknowledged before me this 7 day of February, 2022 by Robert S. Valk, as Manager of **VALK PROPERTIES THREE, LLC, a Texas limited liability company.**

[Signature]
Notary Public

Signatures, Acknowledgements and Exhibits Continued 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 (Fire Hydrant and Water Line 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

THAT PART OF LOT 3, OF GOODYEAR COMMERCIAL PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED BOOK 184 OF MAPS, PAGE 4. EXCEPT ALL ORES AND MINERALS AND OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED IN DOCKET 4109, PAGE 282, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3;

THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 450.67 FEET TO A POINT ON THE SOUTHERLY LINE OF A 10.00 FOOT PUE, AS SHOWN ON SAID PLAT;

THENCE LEAVING SAID EAST LINE NORTH 89 DEGREES 30 MINUTES 27 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 18.68 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 27 SECONDS WEST, A DISTANCE OF 10'00 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST, A DISTANCE OF 12.00 FEET;

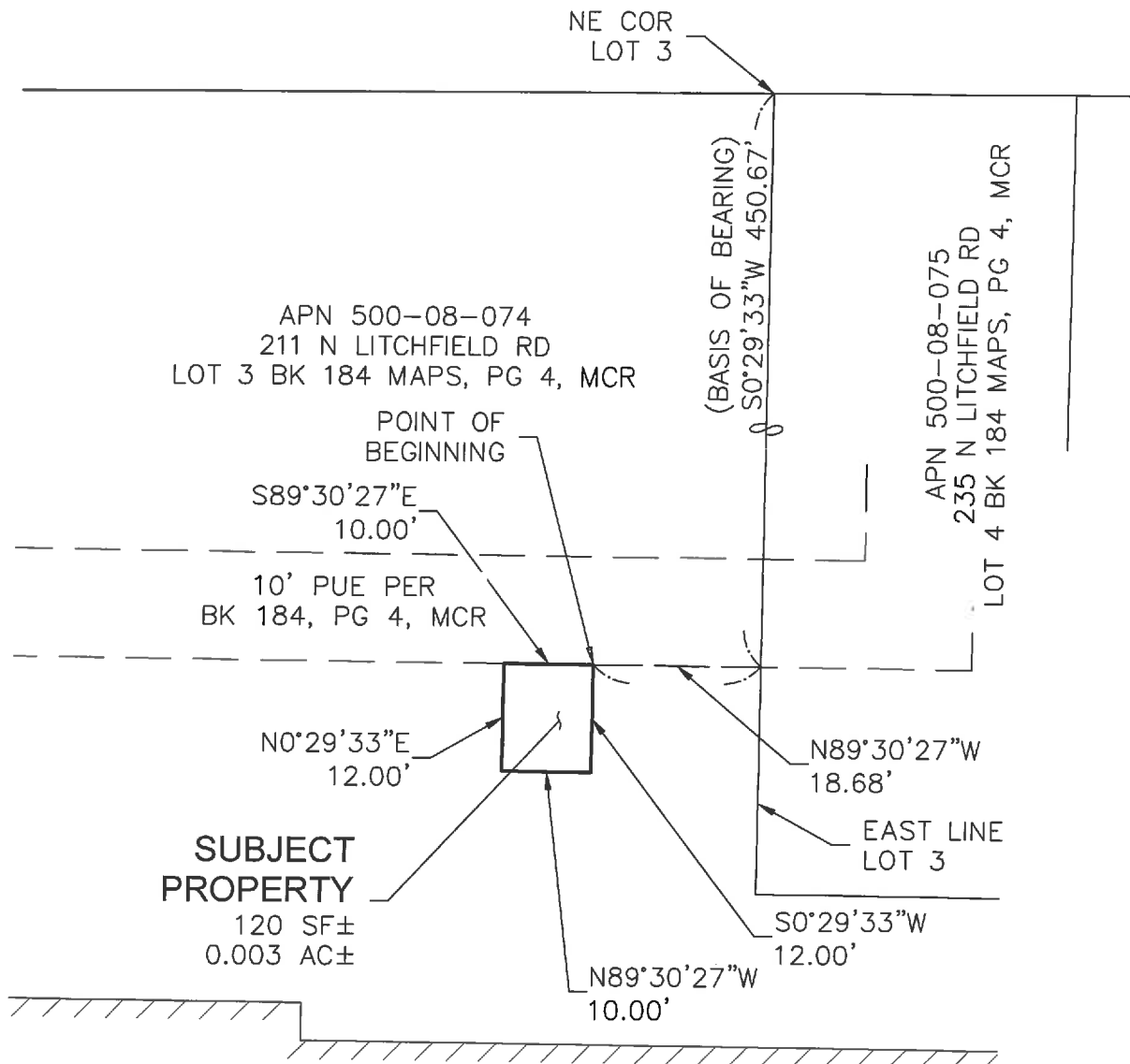
THENCE SOUTH 89 DEGREES 30 MINUTES 27 SECONDS EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 120 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.



EXPIRES 12/31/24

EXHIBIT "B"



PROJECT: 20094
DATE: 10.29.21
FILE: 20094_LEGL.dwg



**OUTER LIMITS
LAND SURVEYING**

PO Box 71957 | Phoenix, AZ 85050 | 602.486.1154
www.outerlimitsandsurveying.com



EXPIRES 12/31/24