

WHEN RECORDED MAIL TO:

**Maricopa Water District
P.O. Box 900
Waddell, AZ 85355-0900**

EASEMENT

CITY OF GOODYEAR, an Arizona municipal corporation, hereinafter "**Grantor**" for and in consideration of the agreements contained herein, does hereby grant **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona, hereinafter "**Grantee**" a permanent, exclusive easement, free and clear of any liens and encumbrances, along with a right of ingress and egress, to enter upon and use the lands, more particularly described on Exhibit "A" attached hereto (the "Easement Parcel").

1. Grantee shall at all times have a prior and superior right of access to and use of the Easement Parcel to accomplish all of Grantee's purposes, including, but not limited to the transmission and distribution of water, wastewater, power and communications, and to construct, reconstruct, operate and maintain Grantee's existing and any future facilities, including, but not limited to, water, wastewater, electrical and communication facilities located within the Easement Parcel.

2. Grantor reserves the right to construct, reconstruct, operate, maintain, repair and replace Roadway ("Roadway") and other improvements agreed to in writing by Grantee ("Other Improvements") within the Easement Parcel, subject to Grantee's rights herein granted. The design for the Roadway and all Other Improvements shall be subject to Grantee's review and approval and shall not impede nor limit Grantee's use of or full vehicular access to and over the Easement Parcel. Grantor shall be responsible for all costs and expenses associated with Roadway and all Other Improvements, including, but not limited to, any costs or expenses necessary for the repair or replacement of Roadway and all Other Improvements that are damaged or destroyed by Grantee, its employees, contractors or agents, who are accessing and/or using the Easement Parcel to accomplish any of Grantee's purposes, or that require repair or replacement for any other reason.

3. Grantor shall indemnify and hold harmless Grantee from any and all liability, cost, expense or damages resulting from Grantor's exercise of rights reserved herein for Grantor.

4. Except as provided in Paragraph 2 hereof, Grantee shall indemnify and hold harmless Grantor from any and all liability, cost, expense or damages resulting from Grantee's use of the easement herein granted.

5. Grantor may, at Grantor's expense and subject to Grantee's prior written approval, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities and property interests. Grantor shall reimburse Grantee for all costs and expenses incurred by Grantee to remove, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities or existing or future property interests to accommodate Grantor's rights reserved herein for a Roadway and all Other Improvements agreed to in writing by Grantee.

6. Any notice hereunder to be given by Grantor to Grantee shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified or registered mail, return receipt requested, postage prepaid, to Maricopa Water District, 14825 West Grand Avenue, Surprise, Arizona 85374, Attention: Property and Contracts Manager. Any notice to be given hereunder by Grantee to Grantor shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified or registered mail, return receipt requested, postage prepaid, to City of Goodyear, 190 North Litchfield Road Goodyear, AZ 85338, Attention: Real Estate Coordinator. Either party may designate by written notice, a new address to which any such notice shall thereafter be so addressed and mailed.

7. Each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein runs with the land and creates equitable servitudes in favor of the Grantee and its successors and assigns, binds every person having any fee, leasehold or other interest therein and inures to the benefit of the respective parties and their successors, assignees, heirs and personal representatives.

8. Any subsequent owner of the Easement Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purpose thereof, whether from the original Grantor or from a subsequent owner of such Easement Parcel, or any portion thereof, accepts such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein, and assumes the obligations of Grantor hereunder. By such acceptance and assumption, any such subsequent owner for himself and his successors, assignees, heirs and personal representatives, covenants, consents and agrees to keep, observe, comply with, and perform the obligations and agreements of Grantor set forth herein with respect to the real property so acquired by such subsequent owner.

9. Each provision of this Easement in the application thereof to the Easement Parcel and hereby declared to be independent and severable from the remainder of this Easement. If any provision contained herein is held to be invalid or to be unenforceable or not to run with the land, such holding does not affect the validity or enforceability of the remainder of this Easement.

10. Time is of the essence of this Easement.

11. This Easement contains a complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. Exhibits attached hereto are incorporated herein by this reference.

12. The laws of the State of Arizona govern the interpretation, validity, performance and enforcement of this Easement.

IN WITNESS WHEREOF, the parties have executed this easement this _____ day of _____, 2021.

APPROVED:

**MARICOPA COUNTY MUNICIPAL WATER
CONSERVATION DISTRICT NUMBER
ONE**, a political subdivision of the State of
Arizona

By: _____
Christine Cain

Its: Property & Contracts Manager

ATTEST:

By: _____
Glen Vortherms

Its: Assistant Secretary

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 2021, before me the undersigned Notary Public personally appeared Christine Cain and Glen Vortherms known to me to be the Property and Contracts Manager and Assistant Secretary of **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona, and they, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

CITY OF GOODYEAR, an Arizona municipal corporation

ATTEST:

By: _____

City Clerk

Its: _____

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 2021, before me the undersigned Notary Public personally appeared _____ known to me to be the _____ of **CITY OF GOODYEAR**, an Arizona municipal corporation, and he/she, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
SEDELLA - CAMELBACK RD
TRACT C - EASEMENT
LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4NW1/4NW1/4) OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW1/4NW1/4NW1/4, FROM WHICH THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23 BEARS SOUTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 2,636.89 FEET;

THENCE UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 SOUTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 20 SECONDS WEST, A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE EXISTING 20.00 FOOT MARICOPA WATER DISTRICT LATERAL 13 SUBLATERAL C RIGHT-OF-WAY, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE UPON A LINE PARALLEL TO AND 55.00 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 SOUTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 65.02 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 51 SECONDS WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 45 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 14.13 FEET TO A LINE PARALLEL TO AND 75.00 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23;

THENCE UPON SAID PARALLEL LINE NORTH 89 DEGREES 34 MINUTES 09 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 20 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 45 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 7.06 FEET TO A LINE PARALLEL TO AND 95.00 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE UPON SAID PARALLEL LINE NORTH 89 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 15.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY BOUNDARY;

THENCE UPON SAID EAST RIGHT-OF-WAY BOUNDARY SOUTH 00 DEGREES 18 MINUTES 20 SECONDS WEST, A DISTANCE OF 3.03 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 43.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,098.5 SQUARE FEET OR 0.048 ACRES, MORE OR LESS.

MWD APPROVED
Cmc 8/18/11
fg 8/18/12

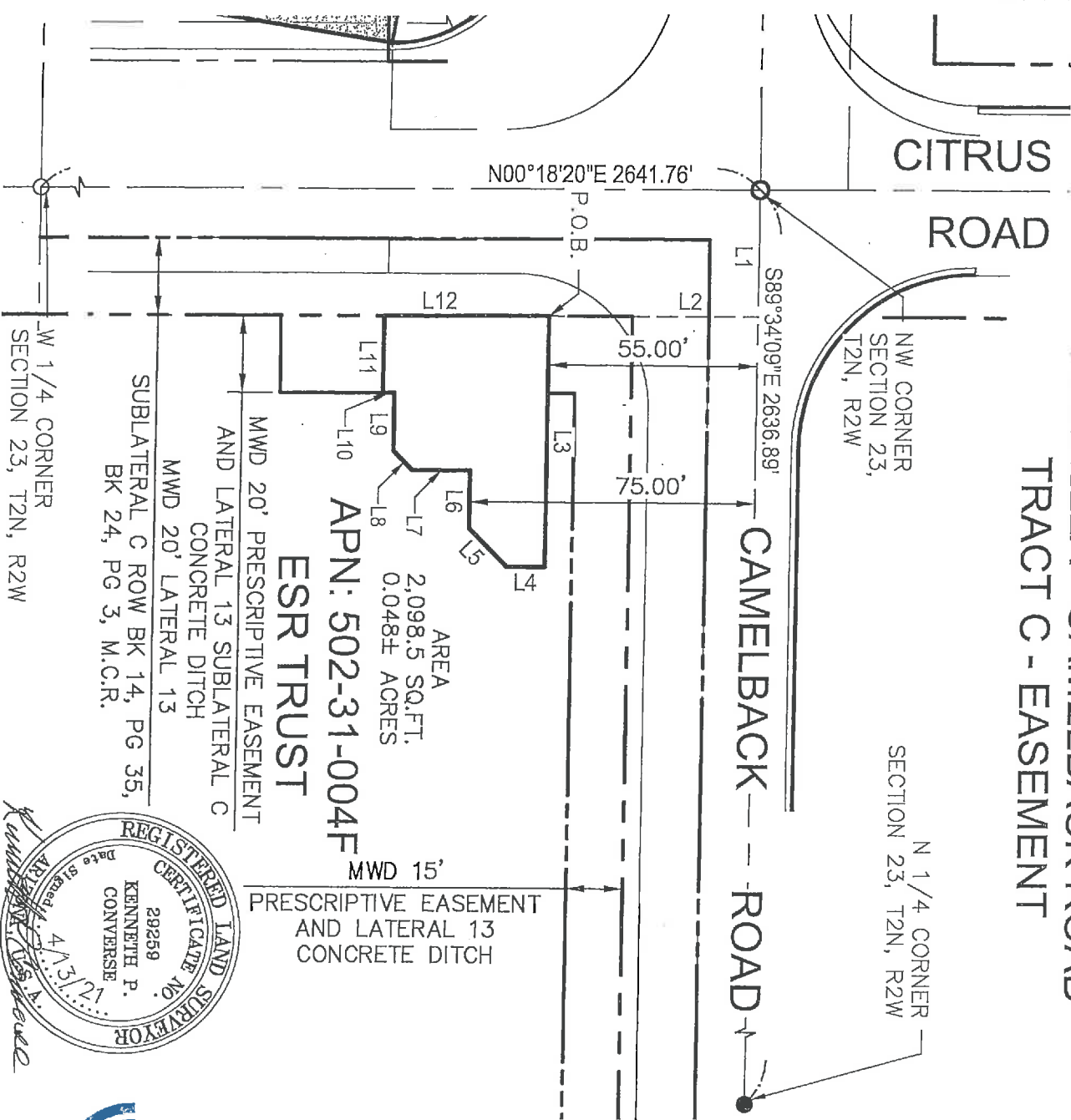


SCALE: 1"=40'

EXHIBIT "A"

SEDELLA - CAMELBACK ROAD

TRACT C - EASEMENT



AREA
2,098.5 SQ.FT.
0.0484 ACRES

APN: 502-31-004F

ESR TRUST

MWD 15'
PREScriptive EASEMENT
AND LATERAL 13
CONCRETE DITCH

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°34'09"E	33.00'
L2	S00°18'20"W	55.00'
L3	S89°34'09"E	65.02'
L4	S00°25'51"W	10.00'
L5	S45°22'06"W	14.13'
L6	N89°34'09"W	15.00'
L7	S00°18'20"W	15.00'
L8	S45°22'06"W	7.06'
L9	N89°34'10"W	15.00'
L10	S00°18'20"W	3.03'
L11	N89°41'40"W	20.00'
L12	N00°18'20"E	43.07'

