

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, non-exclusive easement, 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 have 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 use the Easement Parcel for uses that are not inconsistent with and do not interfere with the use of the Easement Parcel, these uses shall include but not limited to, the right to construct, reconstruct, operate, maintain, repair and replace a public roadway, sidewalk, utilities, traffic equipment, and telecommunication equipment ("Grantor Improvements"), subject to Grantee's rights herein granted. Grantor shall be responsible for all costs and expenses associated with Grantor's Improvements, except Grantee shall be responsible for any 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. 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.

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, telefacsimile or United States certified or registered mail, return receipt requested, postage prepaid, to City Attorney, City of Goodyear, 1900 N. Civic Square, Goodyear, AZ 85395. 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 _____, 2022.

APPROVED:

ATTEST:

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

By: _____

Christine Cain

By: _____

Glen Vortherms

Its: Property & Contracts Manager

Its: Assistant Secretary

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this 11th day of August, 2022, 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.

Trena Messer

NOTARY PUBLIC

My Commission Expires:

Oct 19, 2025



TRENA MESSER
Notary Public - Arizona
Maricopa Co. / #613280
Expires 10/19/2025

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Its: _____

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this _____ day of _____, 2022, before me the undersigned Notary Public personally appeared _____ known to me to be the _____ of **CITY OF GOODYEAR**, an Arizona municipal corporation, 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:

ATTEST:

City Clerk

Approved as to form:

City Attorney

EXHIBIT "A"
PHX 70 DATA CENTER
INDIAN SCHOOL ROAD AND CITRUS ROAD
MWD LATERAL 14 SUBLATERAL C EASEMENT
CITY OF GOODYEAR

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE, UPON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 26 NORTH 89°59'45" EAST, A DISTANCE OF 105.00 FEET TO A LINE PARALLEL TO AND 105.00 EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, AND THE WEST BOUNDARY OF THE EXISTING MARICOPA WATER DISTRICT LATERAL 14 AND LATERAL 14 SUBLATERAL C EASEMENT AS DESCRIBED IN DOCUMENT NUMBER 20210536945 AND RECORDED MAY 13, 2021, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE, UPON SAID WEST EASEMENT BOUNDARY AND SAID PARALLEL LINE SOUTH 00°17'12" WEST, A DISTANCE OF 55.04 FEET TO THE SOUTH BOUNDARY OF SAID EXISTING MARICOPA WATER DISTRICT EASEMENT, AND ALSO BEING THE POINT OF BEGINNING (POB);

THENCE, CONTINUING UPON SAID SOUTH EASEMENT BOUNDARY SOUTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET TO A LINE PARALLEL TO AND 125.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE, UPON SAID PARALLEL LINE, SOUTH 00°17'12" WEST, A DISTANCE OF 80.00 FEET;

THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET TO A LINE PARALLEL TO AND 105.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26 ALSO BEING NORTH 02°36'37" EAST, A DISTANCE OF 2589.85 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE, UPON SAID PARALLEL LINE, NORTH 00°17'12" EAST, A DISTANCE OF 80.00 FEET, TO THE POINT OF BEGINNING (POB).

CONTAINING AN AREA OF 1600 MORE OR LESS SQUARE FEET (0.04 MORE OR LESS ACRES).

MWD APPROVED

CME / 8/11/22
DE / 8/11/22



GCE inc
GEORGE CAIRO ENGINEERING, INC.
1630 S. STAPLEY DR., SUITE 117
MESA, ARIZONA 85204
(480) 921 - 4080
www.gcairoinc.com

JOB NO: MWD - 60
MWD
MARICOPA WATER DISTRICT
14825 WEST GRAND AVENUE
SURPRISE, AZ 85374
(623) 546 - 8266

MARICOPA WATER DISTRICT EASEMENT

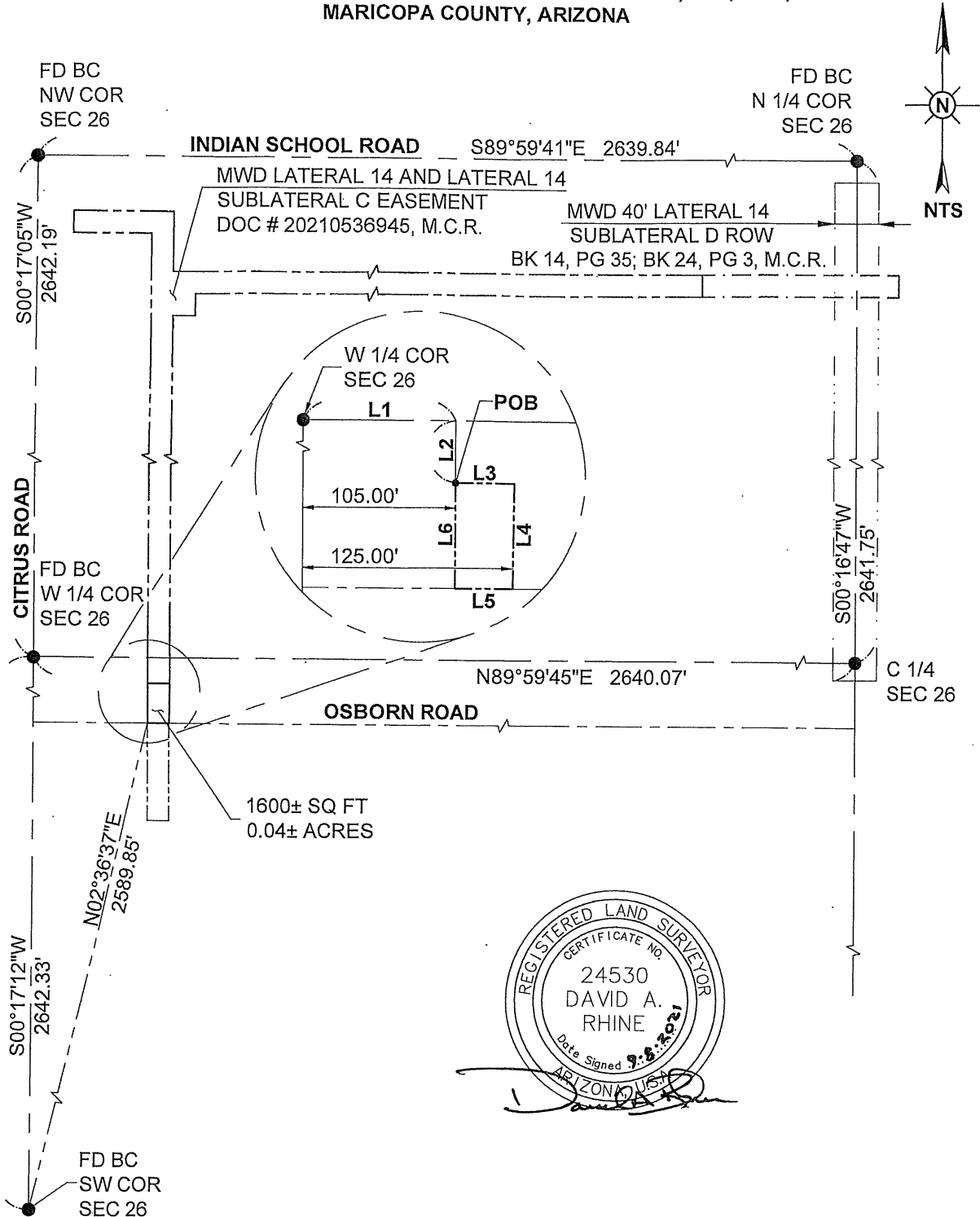
PHX 70 DATA CENTER
INDIAN SCHOOL RD AND CITRUS RD

CITY OF GOODYEAR

LATERAL 14 SUBLATERAL C

1 OF 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, T2N, R2W, G&SRM
MARICOPA COUNTY, ARIZONA



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MARICOPA WATER DISTRICT EASEMENT

PHX 70 DATA CENTER
INDIAN SCHOOL RD AND CITRUS RD

CITY OF GOODYEAR

LATERAL 14 SUBLATERAL C

2 OF 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, T2N, R2W, G&SRM
MARICOPA COUNTY, ARIZONA

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°59'45"E	105.00'
L2	S00°17'12"W	55.04'
L3	S90°00'00"E	20.00'
L4	S00°17'12"W	80.00'
L5	N90°00'00"W	20.00'
L6	N00°17'12"E	80.00'

LEGEND

- — — — — SECTION LINE
- NEW MWD ESMT
- EX MWD ESMT - MICROSOFT CORPORATION
- — — — — EX MWD 40' LATERAL 14 SUBLATERAL D ROW
- PROPOSED MWD ESMT - AI ARIZONA DC, LLC
- PROPOSED MWD ESMT - DRI FR GOODYEAR, LLC

NOTE:

THE BASIS OF BEARINGS IS REFERENCED FROM UNRECORDED FINAL PLAT FOR PHX70 - PV303, MARICOPA COUNTY, ARIZONA, PREPARED BY GILBERT LAND SURVEYING, PLC, SIGNED 1/27/2021.



 GEORGE CAIRO ENGINEERING, INC. 1630 S. STAPLEY DR., SUITE 117 MESA, ARIZONA 85204 (480) 921 - 4080 www.gcairoinc.com	JOB NO: MWD - 60		MARICOPA WATER DISTRICT EASEMENT	
	 MARICOPA WATER DISTRICT 14825 WEST GRAND AVENUE SURPRISE, AZ 85374 (623) 546 - 8266		PHX 70 DATA CENTER INDIAN SCHOOL RD AND CITRUS RD	
			CITY OF GOODYEAR	
			LATERAL 14 SUBLATERAL C	3 OF 3