

TEMPORARY NON-EXCLUSIVE FIBER OPTIC LICENSE AGREEMENT

This Temporary Non-Exclusive Fiber Optic License Agreement (the “Agreement”) is made and entered into December 13, 2023 by and between **City of Goodyear, an Arizona municipal corporation** (the “City”) and **MICROSOFT CORPORATION, a Washington corporation** (“Microsoft”).

RECITALS

WHEREAS, the City owns certain real property dedicated as right-of-way commonly known as W. LaTierra and South 143rd Avenue (collectively, the “City Roadways”) generally located south of Maricopa County Road (MC 85) between S. La Cometa and S. 141st Ave as reflected in the Final Plat for PHX 10-11 Phase 1 recorded on August 30, 2019 in the Official Records of Maricopa County, Arizona at Book 1481 of Maps page 17 (Instrument 2019 0682117) (the “PHX 10-11 Phase 1 Final Plat”);

WHEREAS, although there are city utility infrastructure improvements within the City Roadways, the City Roadways have not been improved with street improvements; and

WHEREAS, the property adjacent to the W. LaTierra and South 141st Avenue as reflected in the PHX 10-11 Phase 1 Final Plat is owned by Microsoft Corporation, a Washington Corporation; and

WHEREAS, Microsoft is in the process of developing the property it owns within the PHX 10-11 Phase 1 Final Plat, and as part of its development plans to seek the abandonment of City Roadways; and

WHEREAS, for the abandonment to occur, Microsoft is required to relocate all existing utility infrastructure improvements located within the City Roadways; and

WHEREAS, Microsoft has represented that the only utility infrastructure improvements located within the City Roadways are water and/or sewer infrastructure improvements; and

WHEREAS, more than two years ago, Microsoft sought permission to construct or cause the construction of fiber optic facilities to cross the City Roadways before the relocation of the City’s existing water and sewer infrastructure improvements and the abandonment of the City Roadways but Microsoft was unwilling to agree to a license that the City provided in or about December 2021 that included terms to minimize the City’s exposure to liabilities associated with damage to the Existing City Utility Facilities and to Microsoft’s facilities if Microsoft installed its facilities within the City Roadways; and

WHEREAS, fiber optic conduit was installed within two locations within the City

Roadways without obtaining a license or easement from the City; and

WHEREAS, Microsoft has asked the City to grant it a license of easement for the existing fiber optic facilities Microsoft installed within the City Roadways and to allow the installation of fiber optic facilities in two additional locations within the City Roadways; and

WHEREAS, the City is willing to grant Microsoft a temporary license subject to the terms and conditions set forth within, which includes a requirement that Microsoft relocate the existing water and sewer infrastructure on or before the deadline set forth below, terms that minimize the risk of the City being liable for any damage resulting from work done within the License Areas, and terms requiring Microsoft to assume responsibility for damages to city owned infrastructure improvements; and

WHEREAS, , the four (4) locations within which fiber optic facilities have been or will be installed (i.e. the two (2) locations where fiber optic facilities have been installed and the two (2) locations where fiber optic facilities will be installed) are generally depicted in Exhibit A, attached hereto; and

WHEREAS, subject to the terms and conditions set forth herein, the City has agreed to provide Microsoft a Temporary Fiber Optic License.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to the City, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties acknowledge the accuracy of the foregoing recitals, which are hereby incorporated into this Agreement as though fully restated herein

2. Definitions. Capitalized terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:

2.1. Claims means any and all demands, claims, suits, causes of action, requests for mediation, and requests for arbitrations.

2.2. Existing City Utility Facilities means the water and sewer infrastructure currently existing with the City Roadways.

2.3. Grantee means Microsoft Corporation, a Washington corporation.

2.4. Grantor means the City of Goodyear, an Arizona municipal corporation.

2.5. License Areas means collectively that real property described in those certain documents titled: Exhibit B Temporary 10' Utility Easement; Exhibit C Temporary 10' Utility Easement; Exhibit D Temporary 10' Utility Easement, and Exhibit E Temporary 10' Utility Easement, all of which are attached hereto and incorporated herein by this reference.

2.6. Losses means all losses, costs, damages, liabilities, awards, settlements, judgments, bodily injuries, personal injuries (including death), property damage, expenses (including without limitation, court costs, reasonable attorneys' fees, and witness fees), and/or any other damages.

2.7. Fiber Optic License means the License granted to Grantee set forth in Section 3 below.

2.8. Fiber Optic Facilities means one conduit duct bank consisting of nine (9) four-inch (4") conduit ducts constructed within the four License Areas pursuant to construction plans approved by the City Engineer or his/her designee and the fiber optic lines installed within such conduit duct banks.

3. LICENSE. Subject to the terms and conditions set forth in this agreement and to the extent of its right, title, and interest, the City of Goodyear, an Arizona municipal corporation does hereby grant and convey to Microsoft Corporation, a Washington corporation, a Temporary Non-Exclusive Fiber Optic License under, upon, over, and across the License Areas for the purposes described herein. This Fiber Optic Easement is solely for the purpose of entering upon the License Areas and constructing, installing, operating, maintaining, repairing, replacing, and removing underground Fiber Optic Facilities within the License Areas by Grantee and its employees, agents, representatives and contractors. Subject to the terms and conditions set forth in this agreement, 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.

4. DEADLINE AND PENALTIES. Grantee shall complete the relocation of the Existing City Utility Facilities and the abandonment of the City Roadways by December 31, 2024. The relocation of the Existing City Utility Facilities will be deemed complete when the relocated water and sewer infrastructure improvements have been accepted by the City Engineer or his designee subject to completion of the two-year warranty period. The abandonment of the City Roadways will be deemed completed on the date the Mayor and Council of the City of Goodyear adopt a resolution abandoning the City Roadways. If Grantee fails to complete the relocation of the Existing City Utility Facilities and the abandonment of the City Roadways by December 31, 2024, Grantee shall either remove the Fiber Optic Facilities installed within the City Roadways or pay the City \$5,000 per day per day until the relocation of the Existing City Utility Facilities has been completed and the abandonment of the City Roadways has been completed.

5. TERM. This Agreement shall terminate on the later of the following: the date the relocation of the Existing City Utility Facilities has been completed and the date the abandonment of the City Roadways has been completed.

6. CITY'S SUPERIOR RIGHTS. The City reserves its prior superior rights to use the public right-of-way and the License Areas, for all public purposes, including, but not limited to the installation, maintenance, operation, repair, and replacement, of City-owned public utilities. The City shall use best efforts to avoid any conflict with the Fiber Optic Facilities due to future installation, construction, maintenance, repair and replacement of City-owned public

utilities, provided however, that in the event such a conflict cannot be reasonably be avoided. Grantee shall, at Grantee's sole cost and expense, cooperate and coordinate with the City and its consultants and contractors to protect and, if necessary, relocate the Fiber Optic Facilities into a replacement license area(s) reasonably acceptable to both parties. When the City exercises its prior superior right reserved herein, Grantee shall at Grantee's sole costs and expense, move the Fiber Optic Facilities located within the License Areas to such location as the City directs. Notwithstanding the foregoing, the City shall bear the entire cost of relocating any of the Fiber Optic Facilities located within the License Areas, the relocation of which is necessitated by the construction of improvements by, or on behalf of the City in furtherance of any non-governmental function. Upon the relocation of the Fiber Optic Facilities, this Agreement shall be amended to revise the legal descriptions of the License Areas to reflect the location of the relocated Fiber Optic Facilities to the replacement license areas.

7. **RESPONSIBILITY FOR FIBER OPTIC FACILITIES.** Grantee shall be responsible for constructing, maintaining, repairing and replacing the Fiber Optic Facilities within the License Areas. Except as otherwise provided herein, the Fiber Optic Facilities shall be constructed in compliance with all applicable federal, state, and/or local laws, ordinances, policies and procedures, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manual and the Maricopa Association of Government Standards, including the minimum separation requirements between water and sewer infrastructure and fiber installations.

8. **DAMAGES TO CITY PROPERTY AND FACILITIES.** Grantee shall, at its sole cost and expense repair or replace, as determined by the director of the City's Utility Department or her designee, Existing City Utility Facilities damaged in whole or in part during the construction, installation, operation, maintenance, repair, replacement, and/or removal of the Fiber Optic Facilities within the City Roadways. Grantee shall, at its sole cost and expense, restore, to as close to the original condition as is reasonably practicable, any portion of the License Areas that may have been removed, relocated, altered, damaged, or destroyed in connection with Grantee's exercise of its rights under this Agreement

9. **ASSIGNMENT.** This agreement and the License granted herein are personal to Grantor. Neither this Agreement nor the License granted herein may be assigned.

10. **INDEMNITY.** In consideration of the City's granting Grantee the Temporary Non-Exclusive Fiber Optic License provided herein, Grantee hereby agrees to waive any and all Claims against the City its officers, directors, employees, representatives, agents and contractors for Losses arising out of, resulting from, relating to, or connected with damage to the Fiber Optic Facilities located within the City Roadways. In addition, Grantee agrees to protect, indemnify, defend, and hold harmless the City, its officers, directors, employees, representatives, agents and contractors from and against any and all Claims and Losses brought or raised against the City its officers, directors, employees, representatives, agents and contractors arising out of, resulting from, relating to, or connected with; (i) damage to the Fiber Optic Facilities located within the City Roadways, (ii) with damage to the Existing City Utility Facilities that occurs during the construction, installation, operation, maintenance, repair, replacement, and/or removal of the Fiber Optic Facilities located within the City Roadways; and (iii) Microsoft's representation that the only utility infrastructure currently existing within

the City Roadways is the City's water and sewer infrastructure. This indemnification provision shall survive the expiration or earlier termination of this Agreement.

11. PAGE NUMBERING. The page numbering of this document is exclusive of the Exhibits attached hereto.

12. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one agreement binding on all signatories thereto.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2023.

GRANTOR:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing Temporary Non-Exclusive Fiber Optic License Agreement by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this ____ day of _____, 2023 by Wynette Reed, City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Signatures, Acknowledgements and Exhibits Continued on the Following Pages

GRANTEE:

**MICROSOFT CORPORATION,
a Washington corporation**

By: _____

Name: _____

Its: _____

State of _____)

) ss.

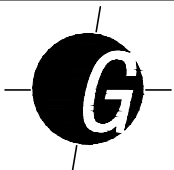
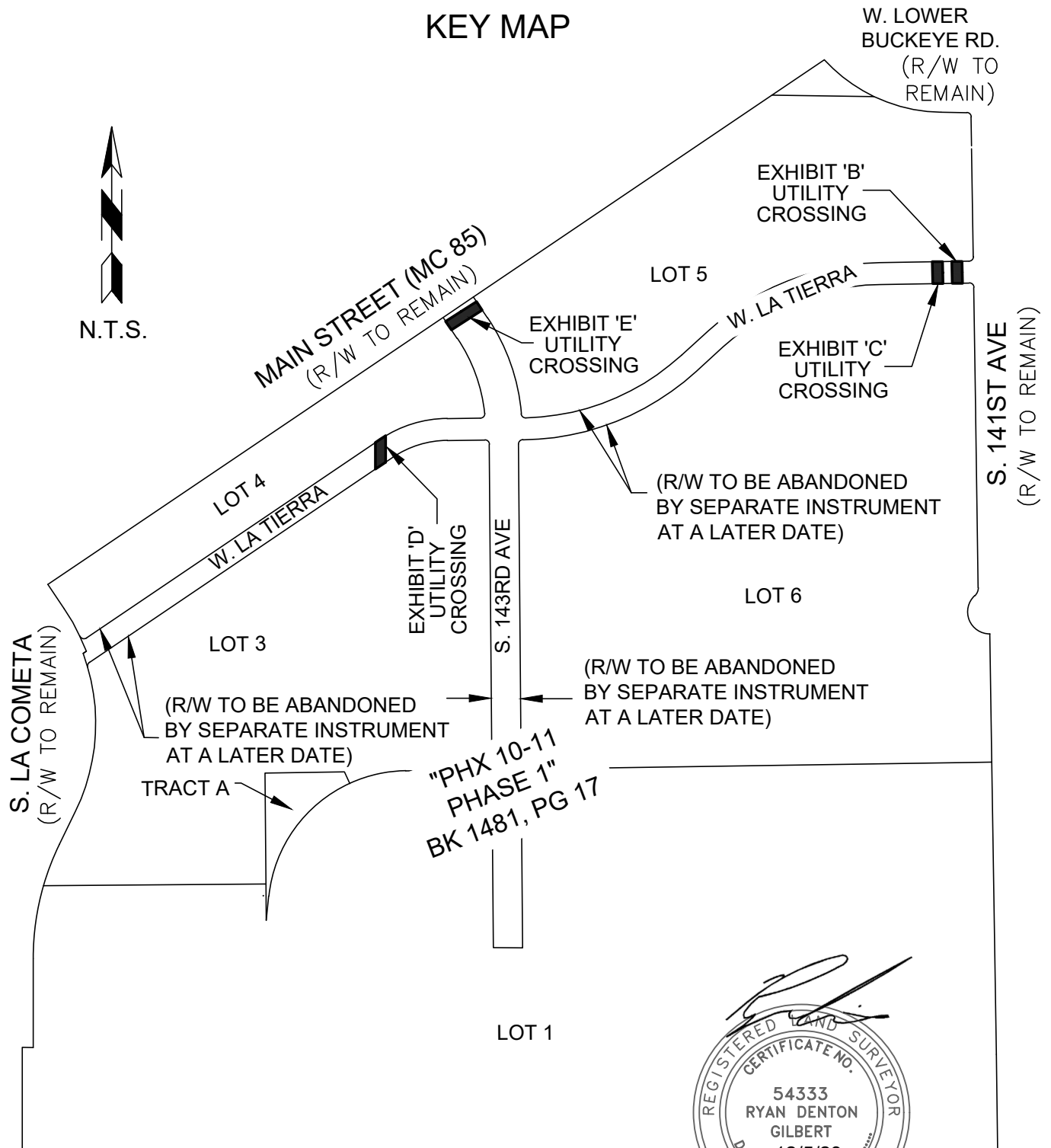
County of _____)

The foregoing Temporary Non-Exclusive Fiber Optic License Agreement by and between Microsoft Corporation, a Washington corporation and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of Microsoft Corporation, a Washington corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Microsoft Corporation, a Washington corporation.

Notary Public _____

Exhibit(s) on Following Page

EXHIBIT 'A' KEY MAP



GILBERT LAND SURVEYING, PLC
4361 S. Squires Lane, Gilbert, Arizona 85297
Phone: (480) 275-8020 - info@gilbertsurvey.com

PROJ. NO.: 23-0905-A
PAGE: 1 OF 1 PAGES
DATE: 12/05/23

EXHIBIT 'B'
TEMPORARY 10' UTILITY EASEMENT

AN EASEMENT LOCATED WITHIN LA TIERRA, A PUBLIC RIGHT-OF-WAY, AS SHOWN ON THE FINAL PLAT OF "PHX 10-11 PHASE 1", ACCORDING TO BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°10'28" EAST, 2630.09 FEET;

THENCE SOUTH 89°10'28" EAST, 1251.99 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE SOUTH 00°00'00" EAST, 446.93 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF SAID LA TIERRA, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 01°28'52" EAST, 60.00 FEET TO THE SOUTH LINE OF SAID RIGHT-OF-WAY;

THENCE SOUTH 89°07'49" WEST, 10.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;

THENCE NORTH 01°28'52" WEST, 60.00 FEET TO THE NORTH LINE OF SAID RIGHT-OF-WAY;

THENCE NORTH 89°07'49" EAST, 10.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED CONTAINS 600 SQUARE FEET MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

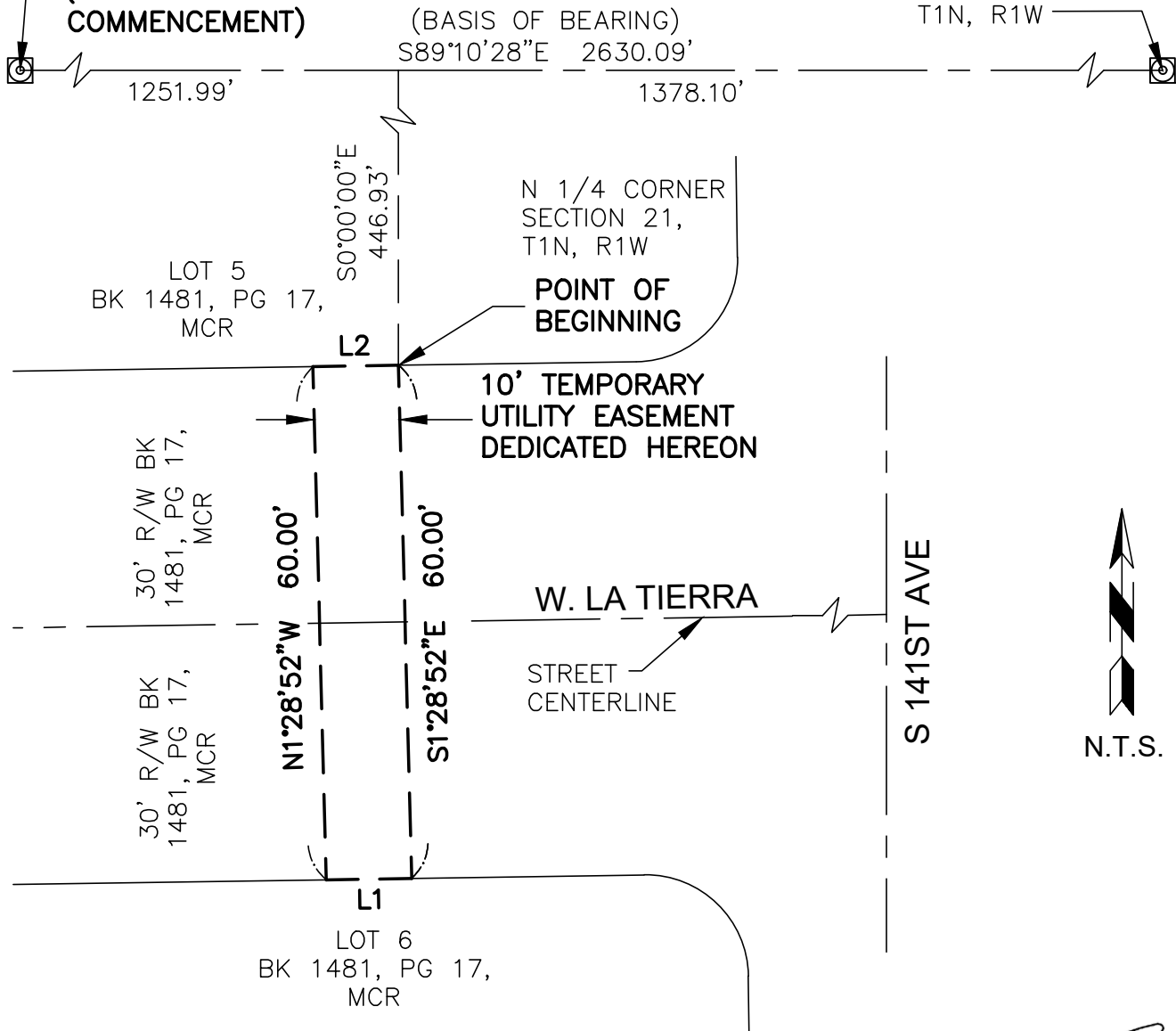
RYAN D. GILBERT, RLS
GILBERT LAND SURVEYING
4361 S SQUIRES LANE
GILBERT, AZ 85297
480-275-8020
PROJECT NO. 23-0905-B



N 1/4
CORNER
SECTION 21,
T1N, R1W
(POINT OF
COMMENCEMENT)

EXHIBIT 'B' FOR TEMPORARY 10' UTILITY EASEMENT

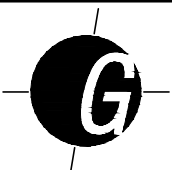
NE CORNER
SECTION 21,
T1N, R1W



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

THE BASIS OF BEARING USED FOR THIS
EXHIBIT IS THE NORTH LINE OF THE
NORTHEAST QUARTER OF SEC. 21, T1N,
R1W, PER THE FINAL PLAT OF "PHX 10-11
PHASE 1", BOOK 1481 OF MAPS, PAGE 17,
RECORDS OF MARICOPA COUNTY.
SAID BEARING = SOUTH 89°10'28" EAST

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S89° 07' 49"W
L2	10.00'	N89° 07' 49"E



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4361 S. Squires Lane, Gilbert, Arizona 85297
Phone: (480) 275-8020 - info@gibertsurvey.com

PROJ. NO.: 23-0905-B
PAGE: 2 OF 2 PAGES
DATE: 12/11/23

EXHIBIT 'C'
TEMPORARY 10' UTILITY EASEMENT

AN EASEMENT LOCATED WITHIN LA TIERRA, A PUBLIC RIGHT-OF-WAY, AS SHOWN ON THE FINAL PLAT OF "PHX 10-11 PHASE 1", ACCORDING TO BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°10'28" EAST, 2630.09 FEET;

THENCE SOUTH 89°10'28" EAST, 1190.59 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE SOUTH 00°00'00" EAST, 448.74 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF SAID LA TIERRA, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 01°28'52" EAST, 60.00 FEET TO THE SOUTH LINE OF SAID RIGHT-OF-WAY;

THENCE SOUTH 89°07'49" WEST, 10.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;

THENCE NORTH 01°28'52" WEST, 60.00 FEET TO THE NORTH LINE OF SAID RIGHT-OF-WAY;

THENCE NORTH 89°07'49" EAST, 10.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED CONTAINS 600 SQUARE FEET MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

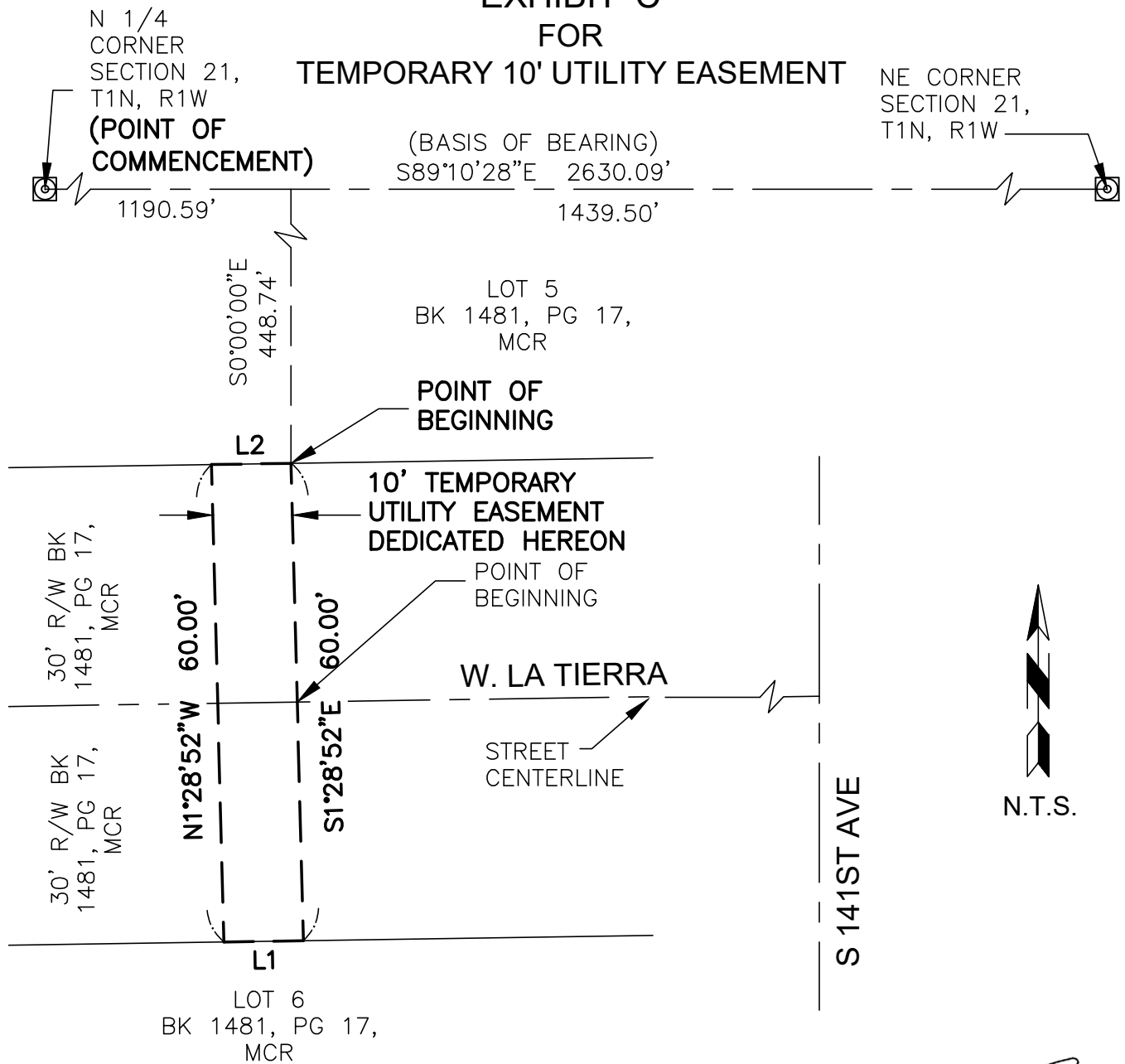
RYAN D. GILBERT, RLS
GILBERT LAND SURVEYING
4361 S SQUIRES LANE
GILBERT, AZ 85297
480-275-8020
PROJECT NO. 23-0905-C



EXHIBIT 'C'

FOR

TEMPORARY 10' UTILITY EASEMENT



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

THE BASIS OF BEARING USED FOR THIS EXHIBIT IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SEC. 21, T1N, R1W, PER THE FINAL PLAT OF "PHX 10-11 PHASE 1", BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY. SAID BEARING = SOUTH 89°10'28" EAST

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S89° 07' 49"W
L2	10.00'	N89° 07' 49"E



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PROJ. NO.: 23-0905-C
 PAGE: 2 OF 2 PAGES
 DATE: 12/05/23

EXHIBIT 'D'
TEMPORARY 10' UTILITY EASEMENT

AN EASEMENT LOCATED WITHIN LA TIERRA, A PUBLIC RIGHT-OF-WAY, AS SHOWN ON THE FINAL PLAT OF "PHX 10-11 PHASE 1", ACCORDING TO BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH 89°13'00" WEST, 2627.31 FEET;

THENCE NORTH 89°13'00" WEST, 334.27 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE SOUTH 00°00'00" EAST, 959.17 FEET TO A POINT LOCATED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LA TIERRA, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 55°57'22" EAST, 5.93 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO THE BEGINNING OF CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°03'34", AN ARC LENGTH OF 6.10 FEET;

THENCE SOUTH 00°00'00" EAST, 72.34 FEET TO THE SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY;

THENCE SOUTH 55°57'22" WEST, 12.07 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 00°00'00" WEST, 72.41 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED CONTAINS 724 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. 23-0905-D



EXHIBIT 'D'

FOR

TEMPORARY 10' UTILITY EASEMENT

(BASIS OF BEARING)

N89°13'00"W 2627.31'

N 1/4 CORNER
SECTION 21,
T1N, R1W

(POINT OF
COMMENCEMENT)

NW CORNER
SECTION 21,
T1N, R1W

2293.04'

334.27'

POINT OF
BEGINNING

LOT 4
BK 1481, PG 17,
MCR

N.T.S.

S0°00'00"E
959.17'

72.41'

N0°00'00"W

72.34'

S0°00'00"E

72.34'

30' R/W BK
1481, PG 17, MCR

30' R/W BK
1481, PG 17, MCR

10' TEMPORARY
UTILITY EASEMENT
DEDICATED HEREON

LOT 3
BK 1481, PG 17,
MCR

S LA COMETA

W LA TIERRA

STREET
CENTERLINE

LINE TABLE

LINE	LENGTH	BEARING
L1	5.93'	N55° 57' 22"E
L2	12.07'	S55° 57' 22"W

THE BASIS OF BEARING USED FOR THIS EXHIBIT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SEC. 21, T1N, R1W, PER THE FINAL PLAT OF "PHX 10-11 PHASE 1", BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY.
SAID BEARING = NORTH 89°13'00" WEST

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	6.10'	330.00'	1°03'34"	S56° 29' 09"W	6.10'



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



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PROJ. NO.: 23-0905-D

PAGE: 2 OF 2 PAGES

DATE: 12/05/23

EXHIBIT 'E'
TEMPORARY 10' UTILITY EASEMENT

AN EASEMENT LOCATED WITHIN 143RD AVENUE, A PUBLIC RIGHT-OF-WAY, AS SHOWN ON THE FINAL PLAT OF "PHX 10-11 PHASE 1", ACCORDING TO BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH 89°13'00" WEST, 2627.31 FEET;

THENCE NORTH 89°13'00" WEST, 30.28 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE SOUTH 00°00'00" EAST, 629.82 TO A POINT LOCATED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID 143RD AVENUE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE WHOSE CENTER RADIUS BEARS SOUTH 57°10'32" WEST, 550.00 FEET; SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTER ANGLE OF 01°02'32", AN ARC LENGTH OF 10.00 FEET,

THENCE SOUTH 55°57'19" WEST, 100.10 FEET TO A PONT LOCATED ON THE SOUTHWESTERLY LINE OF SAID RIGHT-OF-WAY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE WHOSE CENTER RADIUS BEARS SOUTH 58°43'15" WEST, 450.00 FEET;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°16'27", AN ARC LENGTH OF 10.01 FEET;

THENCE NORTH 55°57'19" EAST, 100.03 FEET TO THE **POINT OF BEGINNING**.

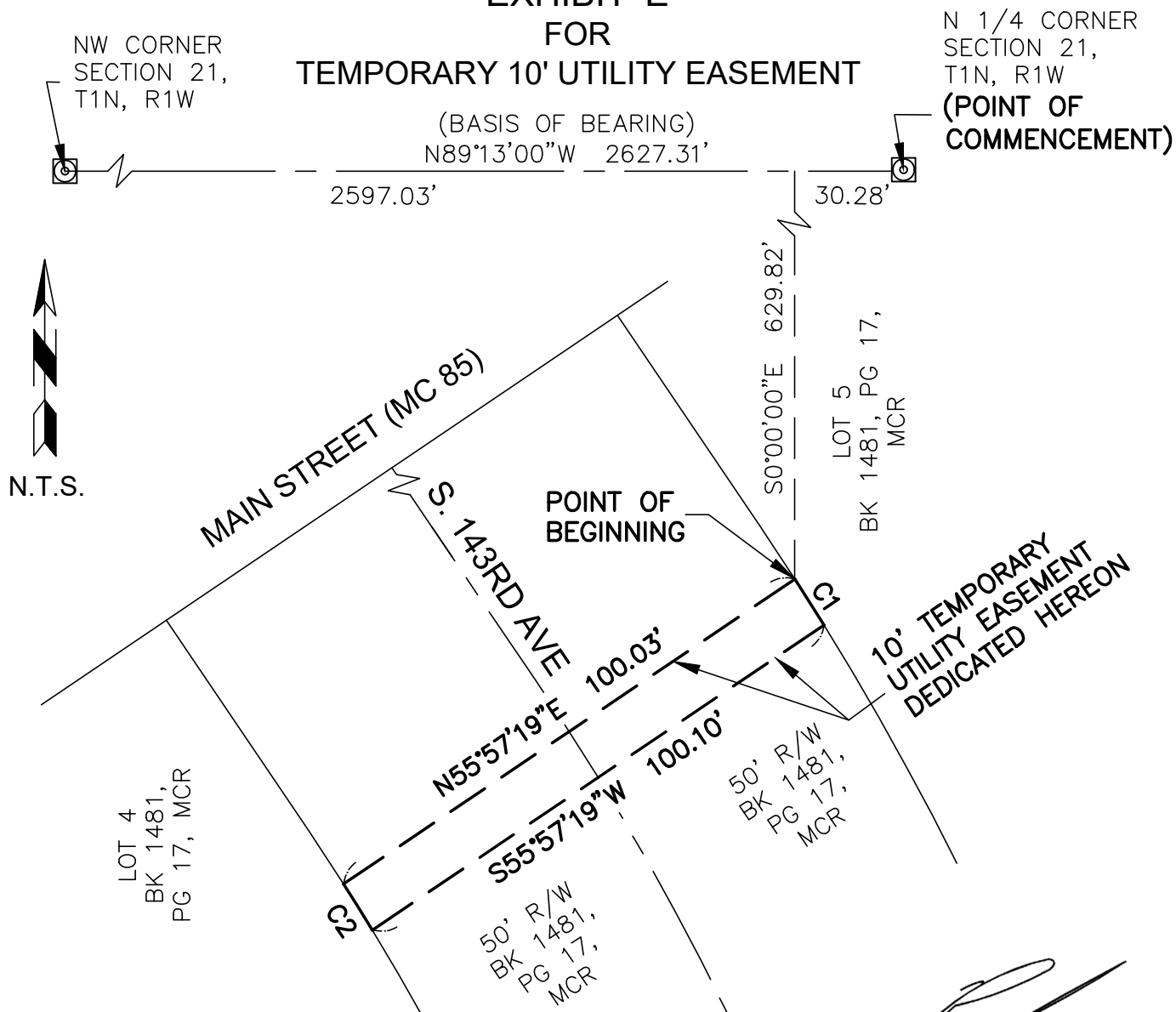
THE ABOVE DESCRIBED CONTAINS 1,000 SQUARE FEET MORE OR LESS.

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. 23-0905-E



EXHIBIT 'E' FOR TEMPORARY 10' UTILITY EASEMENT



Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	10.00'	550.00'	1°02'32"	N32° 18' 12"W	10.00'
C2	10.01'	450.00'	1°16'27"	N31° 54' 58"W	10.01'

THE BASIS OF BEARING USED FOR THIS EXHIBIT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SEC. 21, T1N, R1W, PER THE FINAL PLAT OF "PHX 10-11 PHASE 1", BOOK 1481 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY. SAID BEARING = NORTH 89°13'00" WEST



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



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