

When Recorded Return to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395
QS-067A

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Centerra Homeowners Association, an Arizona non-profit corporation**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively "GRANTEE"), a permanent 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 purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities, including traffic control lights and related components by GRANTEE and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its Permittees; and (iii) travel by the public over installed sidewalks in the Easement Area. For the purposes of this Easement, Permittees shall include entities (including their employees and contractors) and persons authorized by GRANTEE to install public utility facilities and/or to work within the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not 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 the GRANTEE.

GRANTOR and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by GRANTOR.

GRANTOR and its respective successors and assigns, hereby waive and release GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores

GRANTOR'S property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement 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.

This Public Utility and 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.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this 10th
day of January, 2024.

GRANTOR:

**Centerra Homeowner's Association,
an Arizona non-profit corporation**

By:

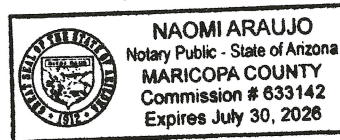
Name: Gayle Denny

Title: President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this 10th day of January 2024 by Gayle Denny, as President of Centerra Homeowner's Association, an Arizona non-profit corporation, on behalf of said entity.

Naomi Araujo
Notary Public



Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR,
an Arizona municipal corporation,

this ____ day of _____, 2024.

By: _____

Name: Wynette Reed

Title: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 2024 by Wynette Reed, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
SIDEWALK & SIGNALIZATION EASEMENT
OVER A PART OF APN 500-04-908A

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, ALSO BEING THE CENTERLINE OF WEST VAN BUREN STREET, FROM WHICH THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 8 BEARS, SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 1483.03 FEET;

THENCE UPON AND WITH THE NORTH SECTION LINE OF THE NORTHWEST QUARTER SAID SECTION 8, SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 1537.48 FEET;

THENCE DEPARTING SAID NORTH SECTION LINE, SOUTH 00 DEGREES 33 MINUTES 34 SECONDS WEST, A DISTANCE OF 70.02 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST VAN BUREN STREET AND THE POINT OF BEGINNING;

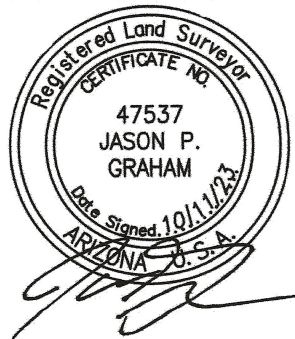
THENCE UPON AND WITH SAID NORTH RIGHT OF WAY LINE, SOUTH 89 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 35.83 FEET;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, SOUTH 00 DEGREES 33 MINUTES 34 SECONDS WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 60.30 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 152ND DRIVE;

THENCE UPON AND WITH SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 34 MINUTES 15 SECONDS EAST, A DISTANCE OF 10.53 FEET;

THENCE CONTINUING UPON AND WITH SAID RIGHT OF WAY LINE, NORTH 45 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 34.60 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 1,811 SQUARE FEET OR 0.042 ACRES OF LAND, MORE OR LESS.



OCT 2023
APN 500-04-908A

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DIBBLE

DIBBLE PROJECT NO
1019127.05

FILE: \\PROJECTS\2019\1019127.03--04 Goodyear Signalis\CAD\EXHIBITS\1019127.05--SIGNAL ESMT--EAST.dwg DATE: Oct. 11. 2023 TIME: 11:14 am

S89°26'16"E 1483.03'

W VAN BUREN ST

1537.48'

FND BRASS CAP HH
CITY OF GOODYEAR
NW CORNER, SEC 8
POINT OF COMMENCEMENT

FND BRASS CAP FLUSH
CITY OF GOOD YEAR
NW 1/4TH COR, SEC 8

N 152ND DR

S00°33'34"W
70.02'

70'
EXST R/W

POINT OF
BEGINNING

1'

VNAE

8'

PUE

L1

L5

L4

L3

L2

APN 500-04-908A
CENTERRA HOA

TCE DOC
2007-0535150

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S89°26'26"E	35.83'
L2	S00°33'34"W	35.00'
L3	N89°26'26"W	60.30'
L4	N00°34'15"E	10.53'
L5	N45°33'46"E	34.60'

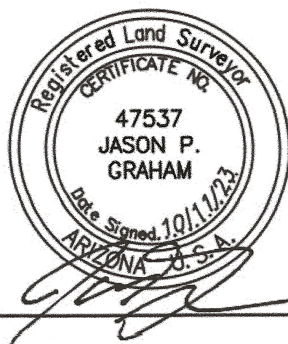
THIS IS NOT
A PROPERTY
BOUNDARY SURVEY.



PARCEL AREA:
1,811 SF OR
0.042 ACRES

DIBBLE

Dibble Project No
1019127.05



DEPICTION OF EXHIBIT "A"
SIDEWALK AND SIGNALIZATION
EASEMENT

A PART OF THE NORTHWEST QUARTER OF
SECTION 08, T01N, R01W, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: OCT 2023

DRN: AML CHK: JPG

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