

Unofficial 20 Document

WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records
ATTN: Paul Baumgardt
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

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Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2, 3)



CITY OF SCOTTSDALE PUBLIC ART EASEMENT

Project No. W 1102

Q.S. 20-46

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received, Motorola Solutions, Inc., a Delaware corporation, ("Grantor") does hereby grant to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description attached hereto as Exhibit "A". The easement is more particularly described on Exhibit "B" and illustrated on Exhibit "C," attached hereto and made a part hereof (the "Easement", and the portion of the Property affected thereby, the "Easement Property"). The purpose of the Easement is for the placement of public art (the "Public Art"), pursuant to Scottsdale Revised Code §20-122, the "Art in Public Places Program," and for the installation, operation, use, maintenance, repair, modification, and replacement from time to time of improvements related thereto, and to maintain associated landscaping. Grantee shall have the right and privilege at any reasonable time to enter upon and cross the Property to the extent necessary for the foregoing purposes; provided, however, that Grantee shall obtain Grantor's prior written approval for any significant maintenance, repair, modification, or replacement of improvements related to the Easement, unless in the case of emergency, in the event of which Grantee shall notify Grantor as soon as possible. Grantor reserves the right to accompany Grantee at all such times as Grantee may enter upon and cross the Property.

Grantee may drive vehicles on the Property for the purpose of installing, repairing, maintaining, replacing, and removing the Public Art, and for no other purpose, and Grantor reserves the right to designate where Grantee may drive such vehicles. Grantee shall not park heavy vehicles, heavy equipment or any other items that could damage the Property without Grantor's prior written consent.

Grantee shall maintain and keep the Easement Property in good repair and a good condition, but in no event a condition that is worse than the condition of such property as of the date of this Easement. In the event that Grantor observes any person accessing the Easement Property, also disturbing the Property, Grantee shall restore to its original condition any portion of the Property disturbed by such person.

To the extent permitted by law, Grantee and its successors and assigns agree to indemnify and hold Grantor and its agents, successors, and assigns harmless from and against any and all claims, damages, costs, and injuries to any persons or property which may arise out of the Easement or use of the Easement Property; provided, Grantor shall assume liability for all claims arising out of its sole

negligence. Grantee's responsibility will be assumed in a manner consistent with Grantee's ownership of its public rights-of-way and in accordance with Grantee's self-insurance program.

Grantee shall own all public art located within the Easement Property and shall be responsible for its repair and maintenance.

The initial term of the Easement is for two (2) years and may, upon Grantor's and Grantee's mutual approval, be extended for additional, one (1) year terms. This Easement shall automatically terminate upon either the expiration of any agreed upon term or as of the date the Public Art is permanently removed from the Easement Property, whichever first occurs. Grantor may terminate this Easement: (i) after providing Grantee thirty (30) days prior written notice thereof; and (ii) reimbursing Grantee for any of its actual third party out-of-pocket costs incurred in connection with this Easement. Upon such termination of this Easement, Grantee shall execute and record a re-conveyance and release of this Easement in favor of Grantor, and Grantor and Grantee shall be fully released from all obligations and liabilities hereunder.

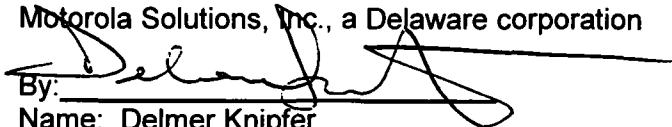
Grantor hereby warrants and covenants to Grantee that: Grantor is lawfully seized and possessed of the Easement Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantor shall warrant the title thereto against the claims of all persons.

The persons executing this document on behalf of Grantor and Grantee warrant their authority to do so, and that all persons necessary to bind Grantor and Grantee have joined this document. This document runs with the land in favor of Grantee and its successors and assigns, subject to the conditions set forth herein.

DATED this 20th day of October, 2014.

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Grantor:

Motorola Solutions, Inc., a Delaware corporation

By: 

Name: Delmer Knipfer
Title: Director- Global Real Estate, Strategy & Operations

Accepted and Agreed to:

Grantee/City of Scottsdale

By: 

Name: Brian K. Biesemeyer
Title: Water Resources Director

State of Illinois)
County of Cook)ss

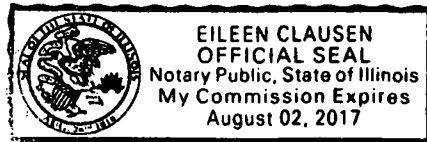
This document was acknowledged before me this 28 day of October, 20 14, by Delmer Knipfer for and on behalf of Motorola Solutions, Inc.

Eileen Clausen
NOTARY PUBLIC

My commission expires:

August 02, 2017

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State of Arizona)
County of Maricopa)ss

This document was acknowledged before me this 23 day of October, 20 14, by Brian K. Biesemeyer for and on behalf of the City of Scottsdale, AZ.

Elizabeth Norton
NOTARY PUBLIC

My commission expires:

April 27, 2016



Exhibit A

The Property

Legal Description

Lot 1, of MCDONALD PROFESSIONAL CENTER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 895 of Maps, Page 34.

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EXHIBIT B

That Portion of the Northeast Quarter of Section 14, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Parcel 1

Commencing at the Northwest Corner of Lot 1, McDonald Professional Center, according to the plat in the office of the County Recorder of Maricopa County, Arizona in Book 895 of Maps, Page 34;

Thence S 00°00'00" E, along the West line of said Lot 1, a distance of 132.50 feet to the **POINT OF BEGINNING**;

Thence S 89°59'13" E, a distance of **114.38** feet;

Thence S 87°30'26" E, a distance of **75.70** feet;

Thence N 81°32'16" E, a distance of **35.58** feet;

Thence N 89°44'55" E, a distance of **50.06** feet;

Thence N 81°57'38" E, a distance of **48.30** feet;

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Thence N 46°34'23" E, a distance of **26.65** feet;

Thence N 07°40'18" E, a distance of **0.04** feet to a point of curvature of a tangent curve, concave to the West;

Thence Northerly, along the arc of said curve, to the left, having a radius of **72.50** feet and a central angle of **12°45'55"** for an arc distance of **16.15** feet;

Thence N 76°59'56" W, a distance of **14.31** feet;

Thence N 00°01'59" W, a distance of **7.01** feet;

Thence N 44°58'01" E, a distance of **17.76** feet to a point on the arc of a non-tangent curve, concave to the Southeast, a line from said point to the radius point of said non-tangent curve having a bearing of S 77°50'30" E;

Thence Northeasterly, along the arc of said curve, to the right, having a radius of **32.50** feet and a central angle of **78°41'06"** for an arc distance of **44.63** feet;

Thence S 89°09'24" E, a distance of **8.40** feet to a point on the arc of a non-tangent curve, concave to the Northeast, a line from said point to the radius point of said non-tangent curve having a bearing of N 44°11'00" E;

Thence Southeasterly, along the arc of said curve, to the left, having a radius of **26.55** feet and a central angle of **16°44'23"** for an arc distance of **7.76** feet to a point on the East line of said Lot 1;

Thence **S 02°21'33" W**, along said East line, a distance of **5.57** feet to a point on the North line of the Public Non-Motorized Access Easement;

Thence **N 89°09'24" W**, along said Access Easement, a distance of **14.59** feet to a point of curvature of a tangent curve, concave to the Southeast;

Thence continuing along said Access Easement, Southwesterly, along the arc of said curve, to the left, having a radius of **22.50** feet and a central angle of **103°09'07"** for an arc distance of **40.51** feet to a point of curvature of a tangent curve, concave to the West;

Thence continuing along said Access Easement, Southerly, along the arc of said curve, to the right, having a radius of **82.50** feet and a central angle of **19°58'49"** for an arc distance of **28.77** feet;

Thence **S 07°40'18" W**, continuing along said Access Easement, a distance of **3.57** feet;

Thence **S 46°34'23" W**, continuing along said Access Easement, a distance of **33.37** feet;

Thence **S 81°57'38" W**, continuing along said Access Easement, a distance of **52.18** feet;

Thence **S 89°44'55" W**, continuing along Unofficial Document said Access Easement, a distance of **50.03** feet;

Thence **S 81°32'16" W**, continuing along said Access Easement, a distance of **35.82** feet;

Thence **N 87°30'26" W**, continuing along said Access Easement, a distance of **76.44** feet;

Thence **N 89°59'13" W**, continuing along said Access Easement, a distance of **114.16** feet to a point on the West Line of said Lot 1;

Thence **N 00°00'00" E**, along said West line, a distance of **10.00** feet to the **POINT OF BEGINNING**.

Containing **4,664** square feet, more or less.

Parcel 2

Commencing at the Northwest Corner of Lot 1, McDonald Professional Center, according to the plat in the office of the County Recorder of Maricopa County, Arizona in Book 895 of Maps, Page 34;

Thence S 00°00'00" E, along the West line of said Lot 1, a distance of 157.50 feet to a point on the South line of the Public Non-Motorized Access Easement, said point also the **POINT OF BEGINNING**;

Thence S 89°59'13" E, along said Access Easement, a distance of **113.84** feet;

Thence S 87°30'26" E, continuing along said Access Easement, a distance of **77.56** feet;

Thence N 81°32'16" E, continuing along said Access Easement, a distance of **36.18** feet;

Thence N 89°44'55" E, continuing along said Access Easement, a distance of **49.97** feet;

Thence N 81°57'38" E, continuing along said Access Easement, a distance of **51.61** feet;

Thence S 47°17'23" E, continuing along said Access Easement, a distance of **32.80** feet;

Thence S 24°22'12" E, continuing along said Access Easement, a distance of **8.96** feet;

Thence S 43°49'21" E, continuing along said Access Easement, a distance of **37.22** feet to a point on the East line of said Lot 1; Unofficial Document

Thence S 02°21'33" W, along said East line, a distance of **13.86** feet;

Thence N 43°49'21" W, a distance of **46.17** feet;

Thence N 00°08'20" E, a distance of **7.48** feet;

Thence S 89°44'22" W, a distance of **4.26** feet;

Thence N 24°22'12" W, a distance of **2.32** feet;

Thence N 47°17'23" W, a distance of **26.03** feet;

Thence S 81°57'38" W, a distance of **47.54** feet;

Thence S 89°44'55" W, a distance of **49.94** feet;

Thence S 81°32'16" W, a distance of **36.42** feet;

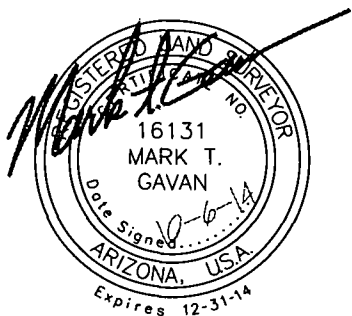
Thence N 87°30'26" W, a distance of **78.30** feet;

Thence N 89°59'13" W, a distance of **113.62** feet to a point on the West line of said Lot 1;

Thence N 00°00'00" E, along said West line, a distance of 10.00 feet to the **POINT OF BEGINNING**.

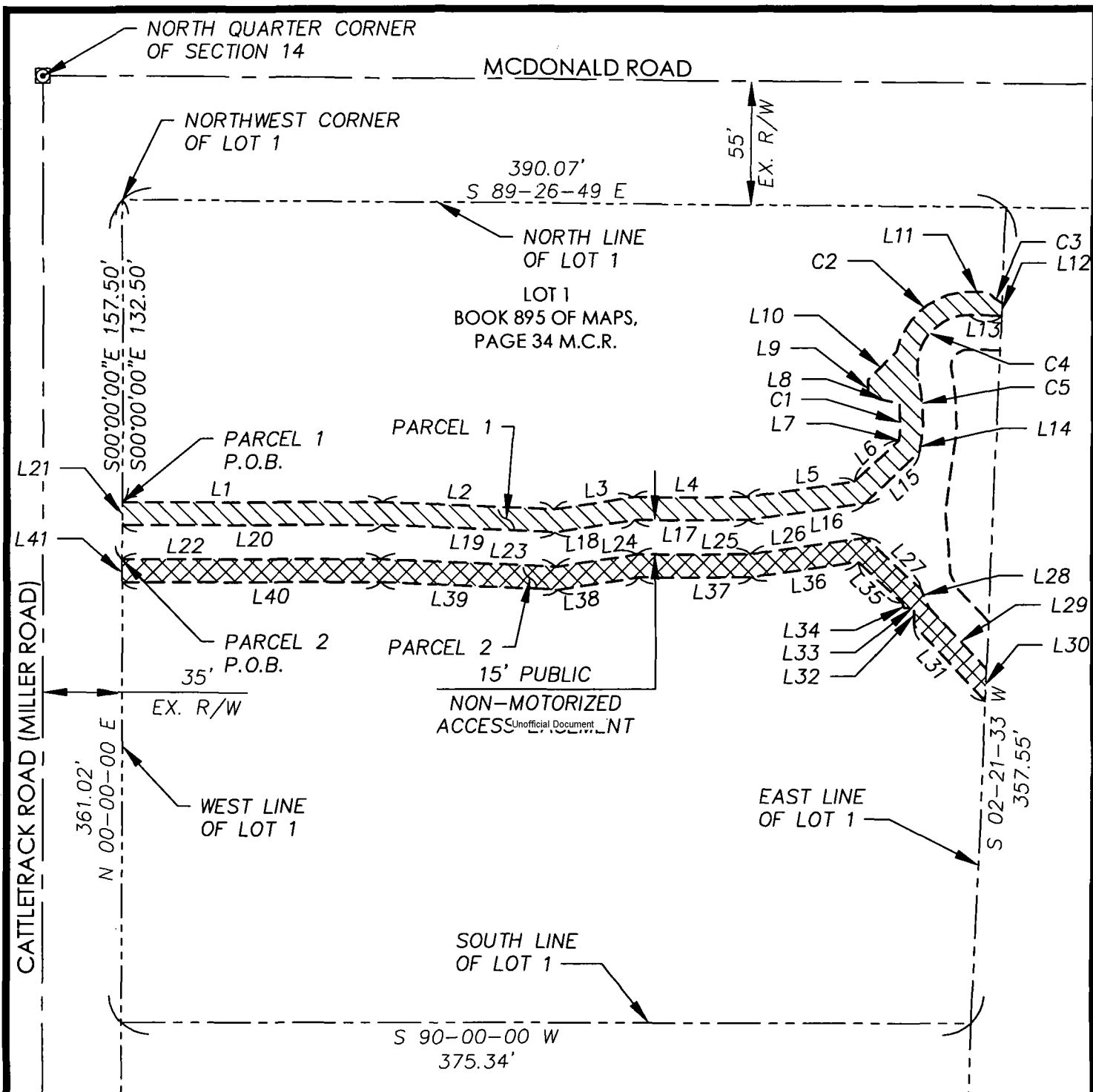
Containing 4,067 square feet, more or less.

Prepared by:
Gavan & Barker, Inc.



Mark T. Gavan, P.E., R.L.S.

Unofficial Document



CATTLETRACK ROAD (MILLER ROAD)

MCDONALD ROAD

NORTH QUARTER CORNER OF SECTION 14

NORTHWEST CORNER OF LOT 1

LOT 1
BOOK 895 OF MAPS,
PAGE 34 M.C.R.

PARCEL 1
P.O.B.

PARCEL 2
P.O.B.

15' PUBLIC
NON-MOTORIZED
ACCESS

500'00"00"E 157.50'
500'00"00"E 132.50'

55'
EX. R/W

35'
EX. R/W

361.02'
N 00-00-00 E

WEST LINE OF LOT 1

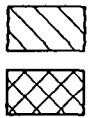
SOUTH LINE OF LOT 1

S 90-00-00 W
375.34'

EAST LINE OF LOT 1

S 02-21-33 W
357.55'

LEGEND



PARCEL 1
PARCEL 2



SECTION 14
T2N, R4E

EXHIBIT C
PAGE 1 OF 2

Gavan & Barker Inc.

Civil Engineering - Landscape Architecture
3030 North Central Avenue, Suite 1530, Phoenix
Arizona 85012 Ph: 602-200-0031 Fx: 602-200-0032

LINE DATA		
LINE	BEARING	DISTANCE
L1	S89°59'13"E	114.38'
L2	S87°30'26"E	75.70'
L3	N81°32'16"E	35.58'
L4	N89°44'55"E	50.06'
L5	N81°57'38"E	48.30'
L6	N46°34'23"E	26.65'
L7	N7°40'18"E	0.04'
L8	N76°59'56"W	14.31'
L9	N0°01'59"W	7.01'
L10	N44°58'01"E	17.76'
L11	S89°09'24"E	8.40'
L12	S2°21'33"W	5.57'
L13	N89°09'24"W	14.59'
L14	S7°40'18"W	3.57'
L15	S46°34'23"W	33.37'

LINE DATA		
LINE	BEARING	DISTANCE
L16	S81°57'38"W	52.18'
L17	S89°44'55"W	50.03'
L18	S81°32'16"W	35.82'
L19	N87°30'26"W	76.44'
L20	N89°59'13"W	114.16'
L21	N0°00'00"E	10.00'
L22	S89°59'13"E	113.84'
L23	S87°30'26"E	77.56'
L24	N81°32'16"E	36.18'
L25	N89°44'55"E	49.97'
L26	N81°57'38"E	51.61'
L27	S47°17'23"E	32.80'
L28	S24°22'12"E	8.96'
L29	S43°40'21"E <small>Unofficial Document</small>	37.22'
L30	S2°21'33"W	13.86'

LINE DATA		
LINE	BEARING	DISTANCE
L31	N43°49'21"W	46.17'
L32	N0°08'20"E	7.48'
L33	S89°44'22"W	4.26'
L34	N24°22'12"W	2.32'
L35	N47°17'23"W	26.03'
L36	S81°57'38"W	47.54'
L37	S89°44'55"W	49.94'
L38	S81°32'16"W	36.42'
L39	N87°30'26"W	78.30'
L40	N89°59'13"W	113.62'
L41	N0°00'00"E	10.00'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
C1	12°45'55"	72.50'	16.15'
C2	78°41'06"	32.50'	44.63'
C3	16°44'23"	26.55'	7.76'
C4	103°09'07"	22.50'	40.51'
C5	19°58'49"	82.50'	28.77'

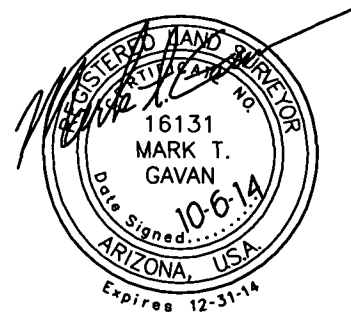


EXHIBIT C
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