

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**WATER LINE, FIBER LINE AND ACCESS EASEMENT
(WLE 1 – 30" Line)**

GRANTOR:

**NNP III-ESTRELLA MOUNTAIN
RANCH, LLC, a Delaware limited liability
company**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an
Arizona municipal corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, its successors and assigns (collectively "GRANTEE") a perpetual easement within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "**Easement Area**") for the purposes stated herein. The easement granted herein shall be for the purposes of entering upon and constructing, operating, maintaining, inspecting, modifying, repairing, removing, and/or replacing within, on, across, over and under the Easement Area the following: water lines and appurtenances (the "**Water Line Facilities**"); fiber conduit/fiber lines and appurtenances (the "**Fiber Conduit Facilities**"); and **Access Facilities** as that term is defined below. (The Water Line Facilities and the Fiber Conduit Facilities are hereafter referred to collectively as "**Water/Fiber Line Facilities**").

The 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.

GRANTOR reserves the right to use the Easement Area for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not interfere with or endanger any of the Water/Fiber Line Facilities and/or Access Facilities constructed within, on, across, over or under the Easement Area. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within Easement Area. GRANTOR shall not install any landscaping within the Easement Area.

GRANTEE shall be responsible for the operation of any Water/Fiber Line Facilities constructed within the Easement Area.

GRANTOR, at its sole cost except as otherwise provided herein, shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of the Water Line Facilities, until such time as GRANTEE accepts the Water Line Facilities in writing, following the expiration of the applicable warranty period ("**Acceptance**"), provided the need for such work is not caused by any negligent or intentional wrongful action by GRANTEE within the Easement Area, in which case GRANTEE shall be responsible for all resulting costs incurred by GRANTOR as a result of GRANTEE'S negligence or intentional wrongful action. Upon Acceptance of the Water Line Facilities, GRANTEE shall be responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of the Water Line Facilities.

GRANTEE acknowledges that it has had the opportunity to observe the installation of, and to inspect, the Fiber Conduit Facilities, which were installed pursuant to plans and specifications approved by GRANTEE. Accordingly, commencing upon GRANTEE'S delivery to GRANTOR of a notice of approval to GRANTOR, and GRANTEE'S acceptance of the Fiber Conduit Facilities (to occur concurrently with delivery of the notice of approval), GRANTEE shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of the Fiber Conduit Facilities, and GRANTOR shall have no obligation or liability therefor, except GRANTOR shall assign the warranty for the Fiber Conduit Facilities to GRANTEE and cooperate with GRANTEE, at no cost to GRANTOR, in any attempt by GRANTEE to enforce any third party warranty obligations with respect to the design, materials, or installation of the Fiber Conduit Facilities.

Because the Water/Fiber Line Facilities are not being located within street right-of-way, GRANTOR agrees to install and maintain improvements to the surface of certain portions of the Easement Area as needed to comply with the requirements in the City of Goodyear Engineering Design Standards and Policies Manual for access to underground water lines. GRANTOR shall install improvements to the surface of the portions of the Easement Area as reflected in the plan set titled NNP III – Estrella Mountain Ranch LLC 30-inch water transmission line Cotton Lane to Willis Road as approved by the City of Goodyear as may be amended and approved by the City of Goodyear (the "**Approved Construction Plans**") to provide GRANTEE access to the Water/Fiber Line Facilities. The improvements to the surface of the Easement Area to be constructed pursuant to the Approved Construction Plans are referred to as the "**Access Facilities**". GRANTOR shall be responsible for maintaining, inspecting, repairing, and/or removing and replacing the Access Facilities as needed to ensure the Access Facilities are consistent with the Approved Construction Plans, including keeping the Access Facilities free from vegetation. If GRANTOR fails to maintain the Access Facilities as required herein, GRANTEE shall have the right, but not the obligation, to maintain, inspect, repair, and/or remove and replace the Access Facilities consistent with the Approved Construction Plans and GRANTOR shall reimburse GRANTEE for the costs GRANTEE incurs in doing so.

This Water Line, Fiber Line and Access Easement, and GRANTEE'S rights hereunder, are subject to all matters of record as of the date hereof, including without limitation, that certain Right of Way and Easement in favor of El Paso Natural Gas Company dated September 30, 1998, recorded with the Maricopa County, Arizona Recorder's Office on October 9, 1998, as Instrument

No. 98-0904102; as amended by Amendment to Right of Way and Easement dated May 21, 2001, recorded with the Maricopa County, Arizona Recorder's Office on May 25, 2001, as Instrument No. 2001- 0445698; and as amended by Amendment to Right of Way and Easement dated May 21, 2001, recorded with the Maricopa County, Arizona Recorder's Office on August 16, 2001, as Instrument No. 2001- 0753944 (collectively the "SWG Easement"), which applies to a section of the Easement Area as depicted on Exhibit A attached hereto.

This Water Line, Fiber Line and Access Easement, including the covenants and provisions set forth herein, 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.

IN WITNESS WHEREOF, this instrument is executed this 30th day of April, 2021.

GRANTOR:

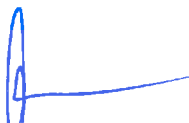
NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company

By: 
William M. Olson, Senior Vice President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Water Line, Fiber Line and Access Easement) was acknowledged before me this 30th day of April, 2021 by William M. Olson, as Senior Vice President of NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company.




Notary Public

My Commission Expires: 7/14/22

Signatures, Acknowledgements and Exhibits Continue on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the
_____ day of _____, 2021.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Water Line, Fiber Line and Access Easement) was
acknowledged before me this ____ day of _____, 2021 by _____,
as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona
municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT “A”

LEGAL DESCRIPTION

Exhibit(s) on Following Page(s)

**EXHIBIT "A"**

LEGAL DESCRIPTION
FOR
ESTRELLA MOUNTAIN RANCH
SECTION 11
WATERLINE EASEMENT
CITY OF GOODYEAR



A portion of the parcels of land described in Maricopa County Recorder Documents # 2008-0435193 and # 2006-0660447 lying in the East Half of Section 11, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being more particularly described as follows:

COMMENCING at the General Land Office (GLO) brass cap on pipe found at the Southeast Corner of said Section 11, from which the GLO brass cap on pipe found at the East Quarter Corner of said Section bears North 00 degrees 18 minutes 21 seconds East a distance of 2,641.85 feet, said line being the East line of the Southeast Quarter of said Section 11, and said line being the basis of bearings for this description;

Thence along the South line of said Southeast Quarter, North 87 degrees 31 minutes 53 seconds West a distance of 1,451.34 feet to the POINT OF BEGINNING;

Thence continuing along said South line of the Southeast Quarter, North 87 degrees 31 minutes 53 seconds West a distance of 31.87 feet to a point;

Thence North 17 degrees 13 minutes 54 seconds West a distance of 758.38 feet to a point on a non-tangent curve to the right being concave easterly and having a radius of 2,882.77 feet bearing North 72 degrees 52 minutes 52 seconds East;

Thence along said non-tangent curve through a central angle of 01 degree 44 minutes 14 seconds an arc distance of 87.40 feet to a point;

Thence North 59 degrees 58 minutes 58 seconds West a distance of 7.04 feet to a point on a non-tangent curve to the right being concave easterly and having a radius of 2,490.00 feet bearing North 74 degrees 53 minutes 56 seconds East;

Thence along said non-tangent curve through a central angle of 27 degrees 56 minutes 28 seconds an arc distance of 1,214.29 feet to a point;

Thence North 12 degrees 50 minutes 24 seconds East a distance of 600.00 feet to the point of curvature for a tangent curve to the left being concave westerly and having a radius of 2,310.00 feet;

Thence along said tangent curve through a central angle of 14 degrees 59 seconds 23 seconds



an arc distance 604.35 feet to a point;

Thence North 44 degrees 19 minutes 55 seconds East a distance of 153.13 feet to a point on the south line of an existing City of Goodyear water easement as found in Document # 2013-0853828 of the Maricopa County Recorder;

Thence along said south easement line, North 89 degrees 19 minutes 55 seconds East a distance of 21.76 feet to a point at the southeast corner of said easement;

Thence along the east line of said easement, North 00 degrees 41 minutes 32 seconds West a distance of 35.13 feet to a point on the existing south right-of-way line of Estrella Parkway as defined in Document # 2006-1679434 of the Maricopa County Recorder;

Thence along said right-of-way line, North 66 degrees 22 minutes 11 seconds East a distance of 10.75 feet to a point;

Thence South 00 degrees 40 minutes 05 seconds East a distance of 50.11 feet to a point;

Thence South 44 degrees 19 minutes 55 seconds West a distance of 155.05 feet to a point on a non-tangent curve to the right being concave westerly and having a radius of 2,340.00 feet bearing South 88 degrees 09 minutes 59 seconds West;

Thence along said curve through a central angle of 14 degrees 40 minutes 25 seconds an arc distance of 599.28 feet to a point;

Thence South 12 degrees 50 minutes 24 seconds West a distance of 600.00 feet to the point of curvature of a tangent curve to the left being concave easterly and having a radius of 2,460.00 feet;

Thence along said tangent curve through a central angle of 27 degrees 39 minutes 12 seconds an arc distance of 1,187.30 feet;

Thence South 89 degrees 58 minutes 58 seconds East a distance of 6.94 feet to a point on a non-tangent curve to the left being concave easterly and having a radius of 2,852.77 feet bearing North 74 degrees 51 minutes 54 seconds East;

Thence along said curve through a central angle of 01 degree 58 minutes 59 seconds an arc distance of 98.74 feet to a point;

Thence South 17 degrees 13 minutes 54 seconds East a distance of 769.09 feet to the POINT OF BEGINNING.

Containing an area of 103,154 SQUARE FEET or 2.368 ACRES, more or less.

See attached Exhibit "B" drawing.

MATCH LINE
SEE PAGE 5

COG WATER ESMT
MCR #2013-0853828

L=1214.29'
R=2490.00'
 $\Delta=27^{\circ}56'28''$
RAD. BRNG.=
N74°53'56"E

L=1187.30'
R=2460.00'
Δ=27°39'12"
RAD. BRNG.=
S77°09'36"E

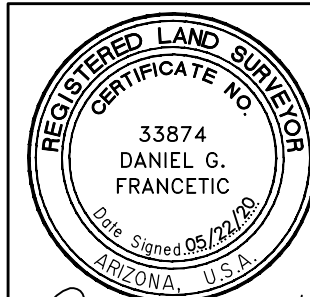
APN
400-03-975B
MCR#
2006-0660447

APN
400-03-977
MCR#
2006-0660447

40' APS CONSENT
TO USE SRP
ESMT AREA
MCR #2011-0845414

FND. GLO CAP
ON PIPE
E 1/4 CORNER
SEC. 11, T1S R2W

SCALE: N.T.S.



David J. Brunker

CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC
SECTION 11, T1S, R2W

30" WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20	REV'D:
DRAWN BY: JME	CHK'D: DGF
PG: 3 OF 7	
FILE: SEC 11_ESMT	

50' EL PASO NATURAL
GAS ESMT
MCR #2001-0445698

20' COG WATER ESMT
MCR #2013-0853828

CALC. POS.
S 1/4 CORNER
SEC. 11, T1S R2W

FND. GLO CAP ON PIPE
SE CORNER
SEC. 11, T1S R2W

LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 11
BEARING $N0^{\circ}18'21"E$

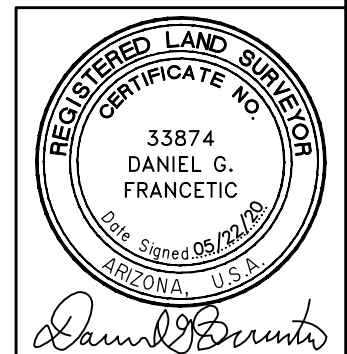


 **Entellus™**
3033 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

EXHIBIT "B"

Line Table		
Line #	Length	Direction
L1	31.87'	N87° 31' 53"W
L2	7.04'	N59° 58' 58"W
L3	6.94'	S59° 58' 58"E

Curve Table				
Curve #	Length	Radius	Delta	Rad. Brng.
C1	87.40'	2882.77'	1°44'14"	N72°52'52"E
C2	98.74'	2852.77'	1°58'59"	N74°51'54"E



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 11, T1S, R2W

**30' WATER TRANSMISSION LINE
WATER EASEMENT**

DATE: 05/22/20 REV'D:
DRAWN BY: JME CHK'D: DGF PG: 4 OF 7
FILE: SEC 11_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

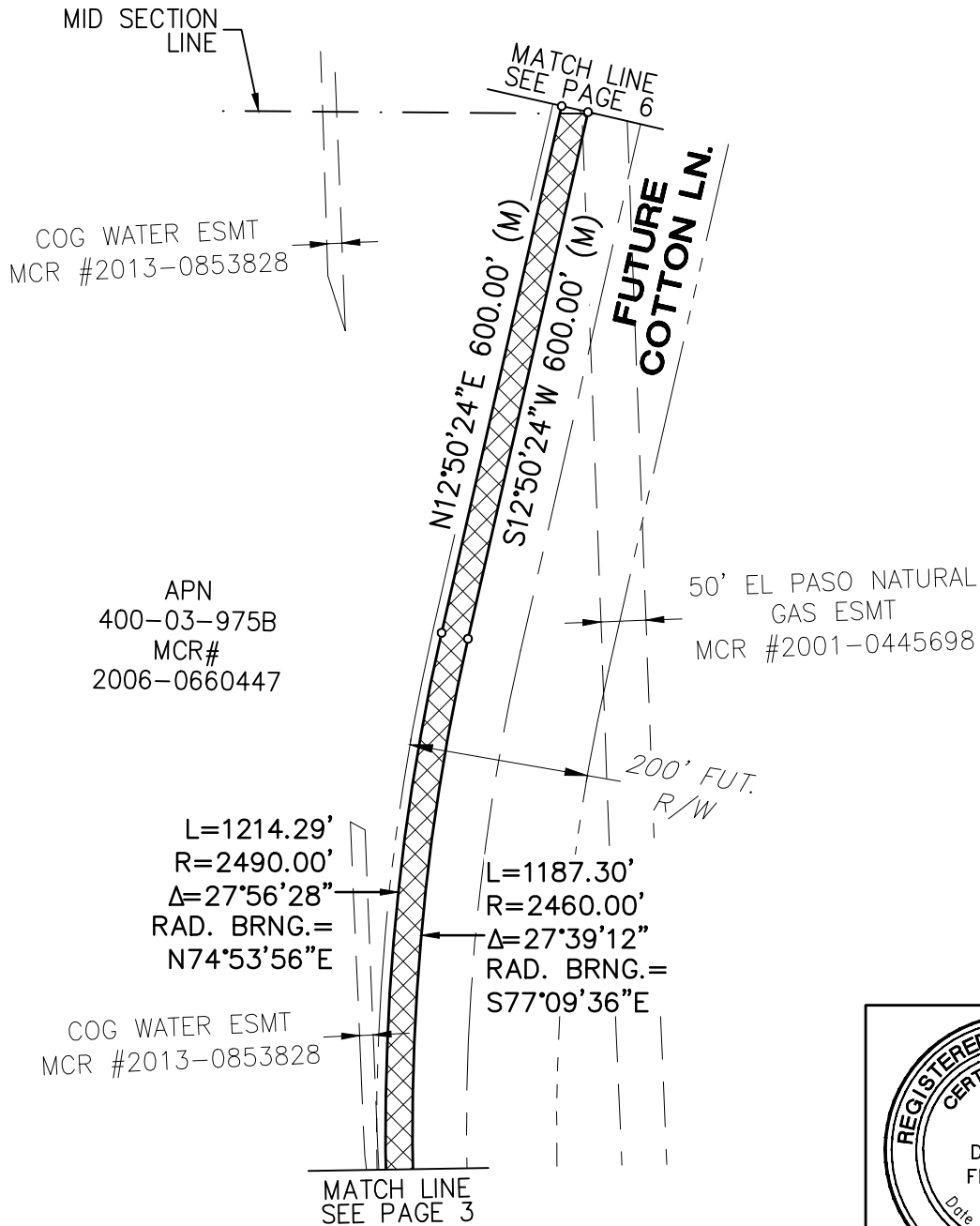
THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 11
BEARING N0°18'21"E



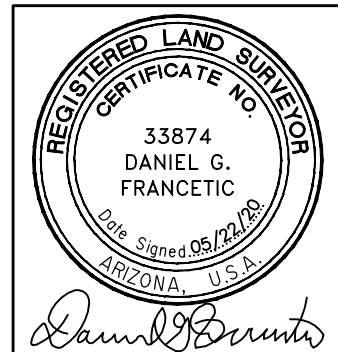
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EXHIBIT "B"



SCALE: N.T.S.



LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 11
BEARING $N0^{\circ}18'21''E$



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CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 11, T1S, R2W

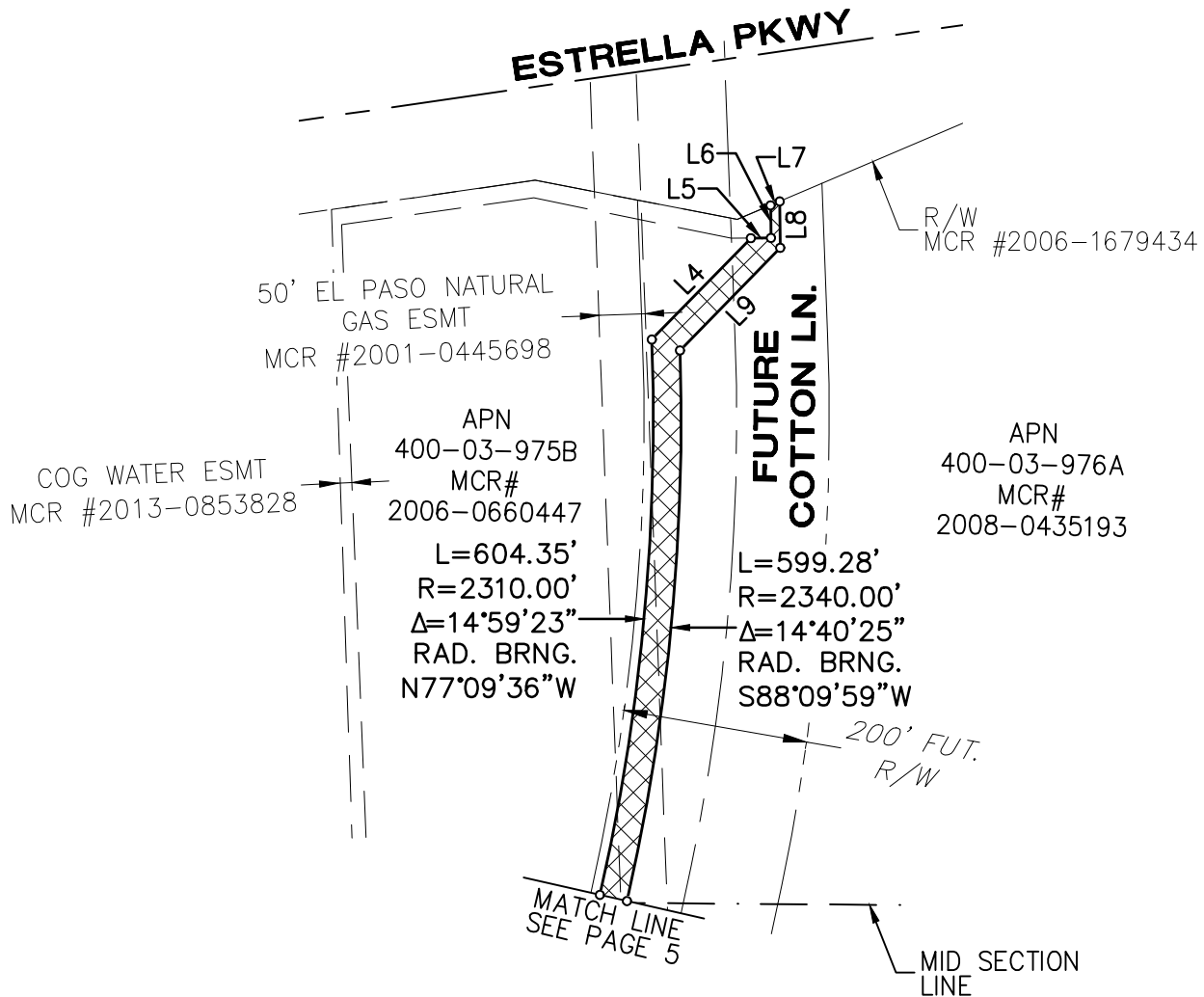
30' WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20 REV'D:

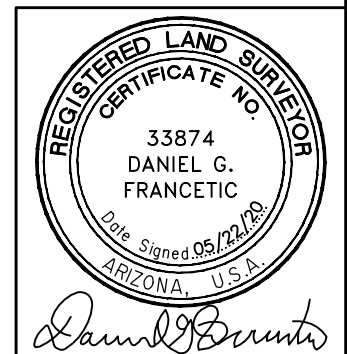
DRAWN BY: JME CHK'D: DGF PG: 5 OF 7

FILE: SEC 11_ESMT

EXHIBIT "B"



SCALE: N.T.S.



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 11, T1S, R2W

**30' WATER TRANSMISSION LINE
WATER EASEMENT**

DATE: 05/22/20 REV'D:
DRAWN BY: JME CHK'D: DGF PG: 6 OF 7
FILE: SEC 11_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 11
BEARING N0°18'21"E

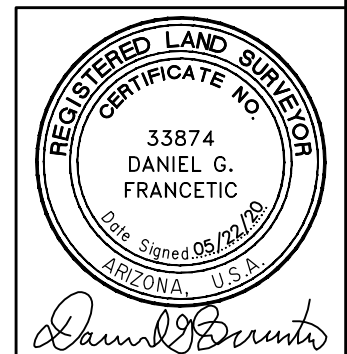


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EXHIBIT "B"

Line Table		
Line #	Length	Direction
L4	153.13'	N44° 19' 55"E
L5	21.76'	N89° 19' 55"E
L6	35.13'	N0° 41' 32"W
L7	10.75'	N66° 22' 11"E
L8	50.11'	S0° 40' 05"E
L9	155.05'	S44° 19' 55"W



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 11, T1S, R2W

**30' WATER TRANSMISSION LINE
WATER EASEMENT**

DATE: 05/22/20 | REV'D:
DRAWN BY: JME | CHK'D: DGF | PG: 7 OF 7
FILE: SEC 11_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 11
BEARING N0°18'21"E



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