

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 2 – 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 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 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 Construction Plans and GRANTOR shall reimburse GRANTEE for the costs GRANTEE incurs in doing so.

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:

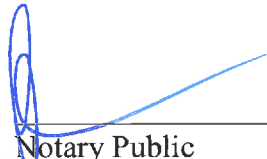
NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company

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 14 WATERLINE EASEMENT CITY OF GOODYEAR

A portion of the parcel of land described in Maricopa County Recorder Documents # 2006-0660447 lying in the East Half of Section 14, 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 14, from which the GLO brass cap on pipe found at the East Quarter Corner of said Section bears North 00 degrees 14 minutes 20 seconds East a distance of 2,633.79 feet, said line being the East line of the Southeast Quarter of said Section 14, and said line being the basis of bearings for this description;

Thence along the South line of said Southeast Quarter, North 88 degrees 59 minutes 19 seconds West a distance of 774.50 feet to the POINT OF BEGINNING;

Thence continuing along said South line of the Southeast Quarter, North 88 degrees 59 minutes 19 seconds West a distance of 30.63 feet to a point on the west line of a 330.00-foot Tucson Electric Power (TEP) easement as defined in Maricopa County Recorder Docket 11617, Page 174 and Document #1984-0483397;

Thence along said west easement line, North 10 degrees 36 minutes 45 seconds West a distance of 4,717.14 feet to a point;

Thence North 34 degrees 23 minutes 15 seconds East a distance of 86.07 feet to a point;

Thence North 79 degrees 23 minutes 15 seconds East a distance of 215.00 feet to a point;

Thence North 34 degrees 23 minutes 15 seconds East a distance of 34.14 feet to a point;

Thence North 10 degrees 36 minutes 45 seconds West a distance of 230.17 feet to a point;

Thence North 19 degrees 41 minutes 37 seconds East a distance of 130.23 feet to a point;

Thence North 08 degrees 26 minutes 37 seconds East a distance of 39.14 feet to a point on a non-tangent curve to the left being concave westerly with a radius of 2,315.00 feet bearing South 75 degrees 43 minutes 01 second West;



Thence along said curve through a central angle of 02 degrees 56 minutes 55 seconds an arc distance of 119.13 feet to a point;

Thence North 17 degrees 13 minutes 54 seconds West a distance of 41.64 feet to a point on the North line of Northeast Quarter of said Section 14;

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

Thence South 17 degrees 13 minutes 54 seconds East a distance of 30.89 feet to the point of curvature of a tangent curve to the right being concave westerly with a radius of 2,345.00 feet;

Thence along said curve through a central angle of 03 degrees 05 minutes 47 seconds an arc distance of 126.73 feet to a point;

Thence South 08 degrees 26 minutes 37 seconds West a distance of 48.10 feet to a point;

Thence South 19 degrees 41 minutes 37 seconds West a distance of 125.06 feet to a point;

Thence South 10 degrees 36 minutes 45 seconds East a distance of 234.47 feet to a point;

Thence South 34 degrees 23 minutes 15 seconds West a distance of 58.99 feet to a point;

Thence South 79 degrees 23 minutes 15 seconds West a distance of 215.00 feet to a point;

Thence South 34 degrees 23 minutes 15 seconds West a distance of 61.21 feet to a point;

Thence South 10 degrees 36 minutes 45 seconds East a distance of 4,710.88 feet to the POINT OF BEGINNING.

Containing an area of 168,360 SQUARE FEET or 3.865 ACRES, more or less.

See attached Exhibit "B" drawing.



EXHIBIT "B"

MATCH LINE
SEE PAGE 4

330' TEP ESMT.
MCR DKT 11617, P174
MCR DOC
#1984-0483397

Line Table		
Line #	Length	Direction
L1	30.63'	N88° 59' 19"W

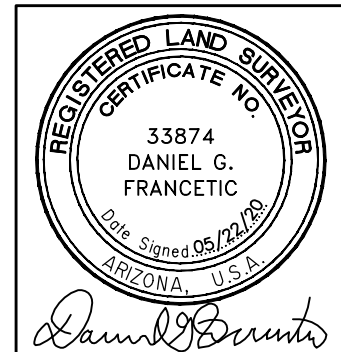
200' FUT.
R/W

FUTURE
COTTON LN.

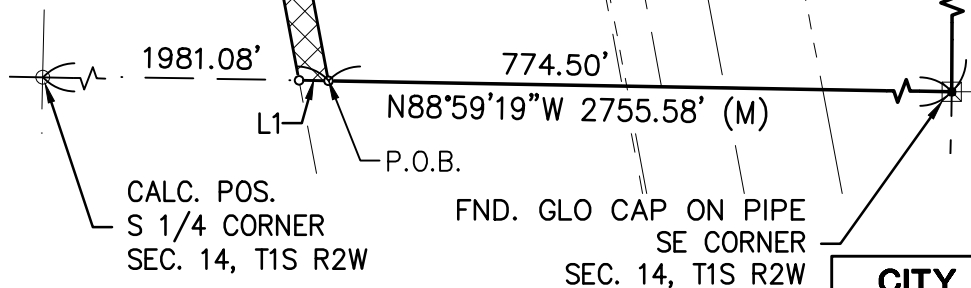
FND. GLO CAP
ON PIPE
E 1/4 CORNER
SEC. 14, T1S R2W

N014°20'E 2633.79'
BASIS OF BEARING

SCALE: N.T.S.



APN
400-03-961B
MCR#
2006-0660447



LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 14
BEARING N0°14'20"E



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3088 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

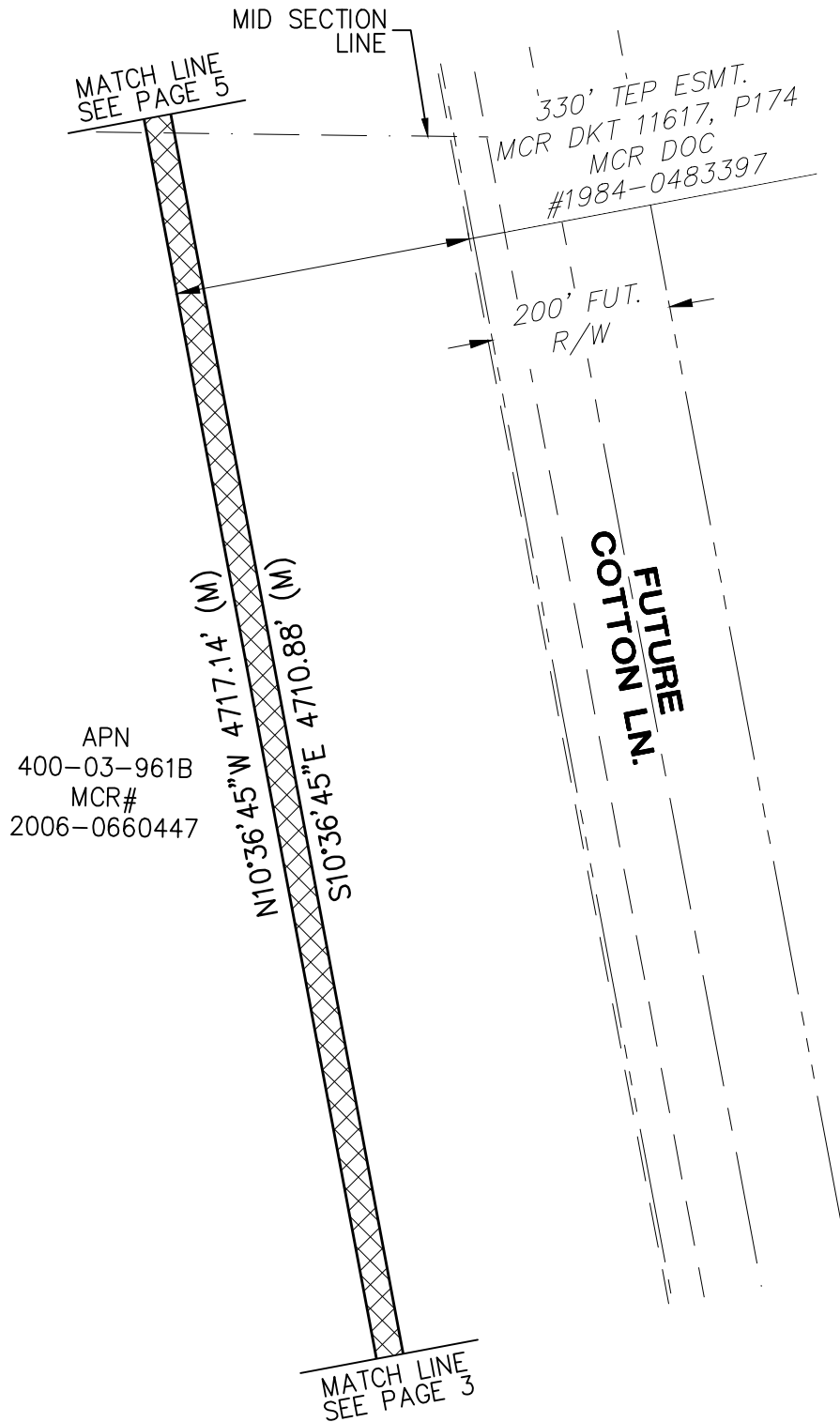
CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC
SECTION 14, T1S, R2W

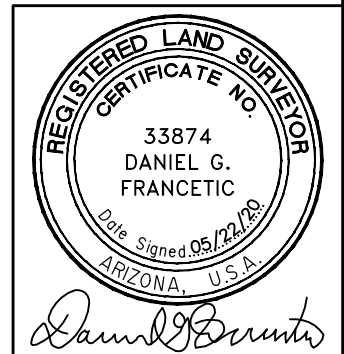
30' WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20 REV'D:
DRAWN BY: JME CHK'D: DGF PG: 3 OF 7
FILE: SEC 14_ESMT

EXHIBIT "B"



SCALE: N.T.S.



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 14, 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 14_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

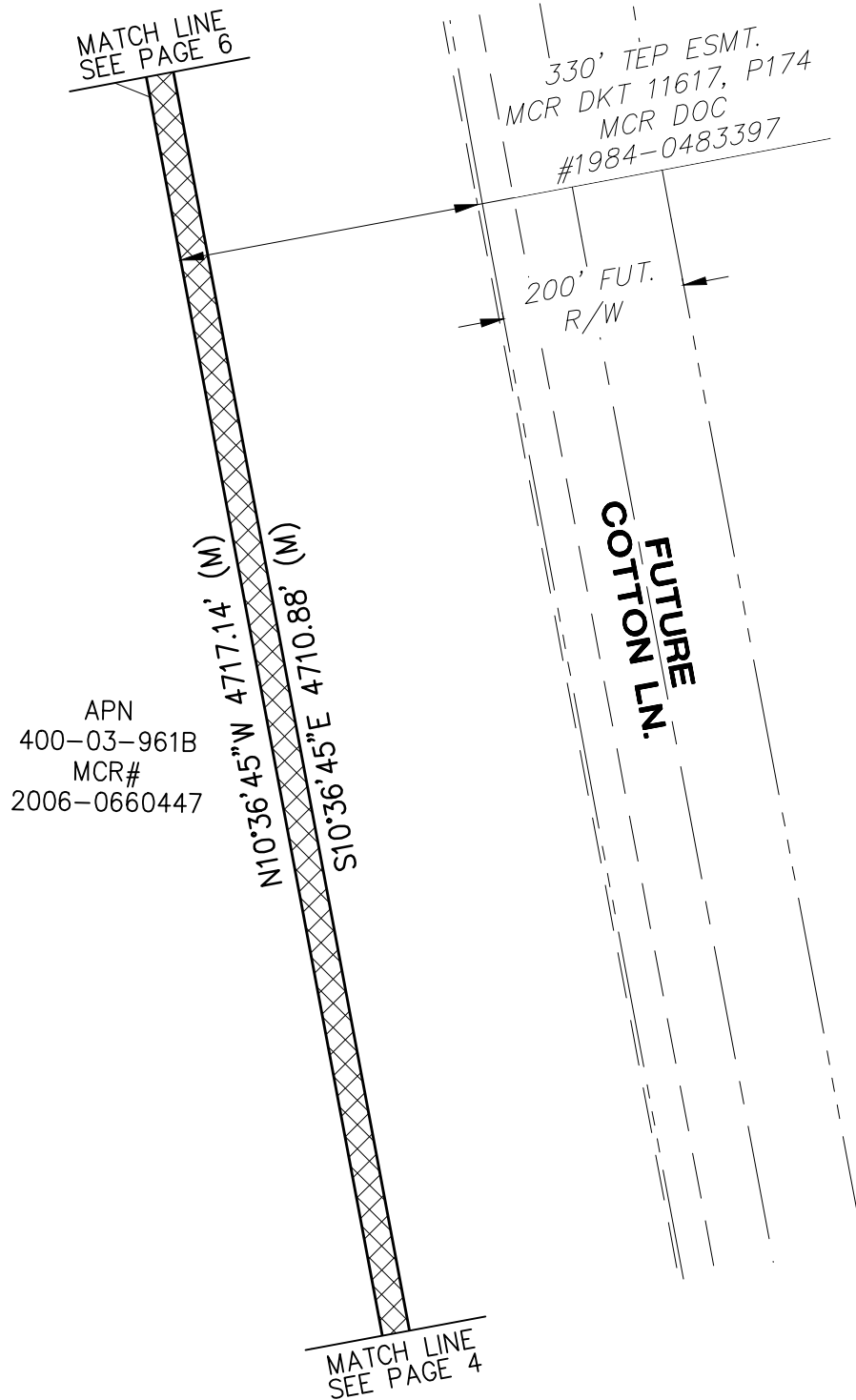
THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 14
BEARING N0°14'20"E



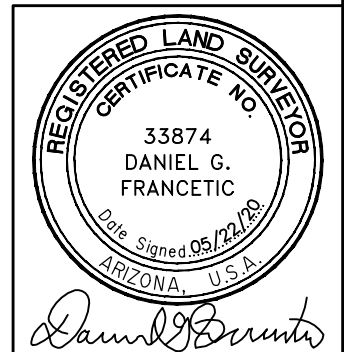
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EXHIBIT "B"



SCALE: N.T.S.



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 14, 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 14_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 14
BEARING N0°14'20"E



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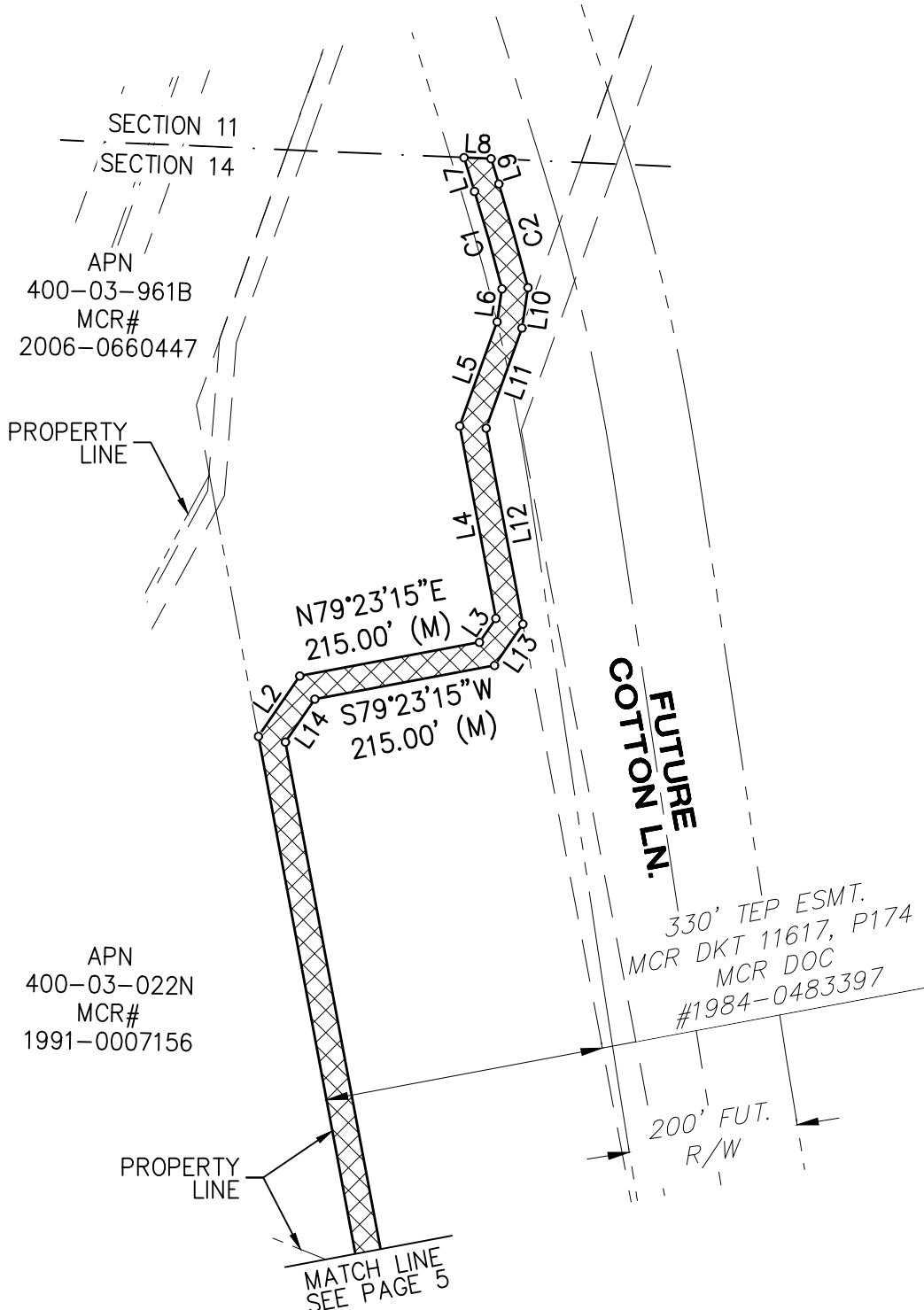
Phoenix, AZ 85018.7228

Tel 602.244.2566

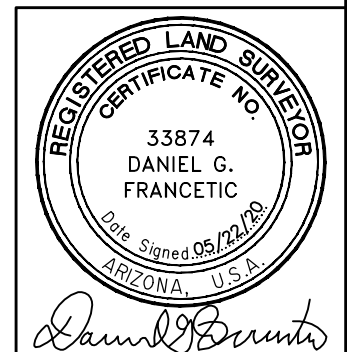
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EXHIBIT "B"



SCALE: N.T.S.



LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 14
BEARING $N0^{\circ}14'20''E$



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CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 14, T1S, R2W

30" WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20	REV'D:
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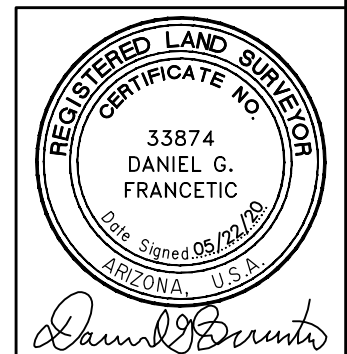
DRAWN BY: JME		CHK'D: DGF	PG: 6 OF 7
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FILE: SEC 14_ESMT

EXHIBIT "B"

Line Table		
Line #	Length	Direction
L2	86.07'	N34° 23' 15"E
L3	34.14'	N34° 23' 15"E
L4	230.17'	N10° 36' 45"W
L5	130.23'	N19° 41' 37"E
L6	39.14'	N8° 26' 37"E
L7	41.64'	N17° 13' 54"W
L8	31.87'	S87° 31' 53"E
L9	30.89'	S17° 13' 54"E
L10	48.10'	S8° 26' 37"W
L11	125.06'	S19° 41' 37"W
L12	234.47'	S10° 36' 45"E
L13	58.99'	S34° 23' 15"W
L14	61.21'	S34° 23' 15"W

Curve Table				
Curve #	Length	Radius	Delta	Rad. Brng.
C1	119.13'	2315.00'	2°56'55"	S75°43'01"W
C2	126.73'	2345.00'	3°05'47"	S72°46'06"W



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 14, 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 14_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 14
BEARING N0°14'20"E



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