

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 3 – 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 23
WATERLINE EASEMENT
CITY OF GOODYEAR



A portion of the parcel of land described in Maricopa County Recorder Documents # 2006-0660447 lying in Section 23, 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 South Quarter Corner of said Section 23, from which the GLO brass cap on pipe found at the Southeast Corner of said Section bears South 87 degrees 59 minutes 01 second East a distance of 2,772.78 feet, said line being the South line of the Southeast Quarter of said Section 23, and said line being the basis of bearings for this description;

Thence along the South line of said Southwest Quarter of said Section 23, North 89 degrees 45 minutes 15 seconds West a distance of 816.23 feet to a point, said point being the POINT OF BEGINNING;

Thence continuing along said South line of said Southwest Quarter of said Section 23, North 89 degrees 45 minutes 15 seconds West a distance of 30.31 feet to a point on the east line of a 10.00-foot wide public utility easement as described in Maricopa County Recorder Document # 2013-0389997;

Thence along said east easement line, North 08 degrees 28 minutes 27 seconds East a distance of 41.91 feet to a point;

Thence continuing along said east easement line, North 54 degrees 11 minutes 09 seconds West a distance of 877.89 feet to a point of curvature for a tangent curve to the left being concave northwesterly with a radius of 1,690.00 feet;

Thence continuing along said east easement line and along said tangent curve through a central angle of 19 degrees 12 minutes 56 seconds an arc distance of 566.78 feet to a point;

Thence continuing along said east easement line, North 37 degrees 59 minutes 46 seconds East a distance of 153.45 feet to a point on a non-tangent curve to the left being concave northwesterly with a radius of 1,705.00 feet bearing North 60 degrees 11 minutes 10 seconds West;

Thence continuing along said east easement line and along said non-tangent curve through a central angle of 09 degrees 10 minutes 47 seconds an arc distance of 273.17 feet to a point;



Thence continuing along said east easement line and its extension, South 71 degrees 33 minutes 58 seconds East a distance of 16.26 feet to a point on the extension of the east right-of-way line of Estrella Parkway as defined on the Map of Dedication of "Estrella Parkway Phase 3" as found in Book 771 of Maps, Page 8 of the Maricopa County Recorder;

Thence along said east right-of-way line and its extension, North 18 degrees 26 minutes 02 seconds East a distance of 120.00 feet to a point on the east line of the 20.00-foot public utility, landscape, and sidewalk easement as defined on said Map of Dedication;

Thence along last-mentioned east easement line, North 71 degrees 33 minutes 58 seconds West a distance of 36.55 feet to a point;

Thence continuing along last-mentioned east easement line, North 27 degrees 30 minutes 27 seconds East a distance of 6.23 feet to a point on a non-tangent curve to the left being concave westerly with a radius of 1,680.00 feet bearing North 73 degrees 34 minutes 28 seconds West;

Thence continuing along last-mentioned east easement line and along said non-tangent curve through a central angle of 15 degrees 59 minutes 44 seconds an arc distance of 469.02 feet to a point;

Thence continuing along last-mentioned east easement line, North 00 degrees 25 minutes 48 seconds East a distance of 141.28 feet to a point;

Thence North 45 degrees 26 minutes 23 seconds East a distance of 444.43 feet to a point;

Thence South 89 degrees 37 minutes 38 seconds East a distance of 635.71 feet to a point;

Thence South 67 degrees 56 minutes 23 seconds East a distance of 711.87 feet to a point;

Thence North 67 degrees 03 minutes 37 seconds East a distance of 62.43 feet to a point;

Thence North 22 degrees 03 minutes 37 seconds East a distance of 270.89 feet to a point on the extension of the east deed line of the parcel of land described in Document # 2000-0650461 of the Maricopa County Recorder;

Thence along said east deed line and its extension, North 07 degrees 27 minutes 28 seconds East a distance of 851.14 feet to a point;

Thence continuing along said east deed line and the east deed line of the parcel of land described in Document # 2006-1476913 of the Maricopa County Recorder, North 10 degrees 36 minutes 45 seconds West a distance of 2021.71 feet to a point on the North line of the Northeast Quarter of said Section 23;

Thence along said North line of the Northeast Quarter, South 88 degrees 59 minutes 19 seconds East a distance of 30.63 feet to a point;



Thence South 10 degrees 36 minutes 45 seconds East a distance of 2020.31 feet to a point;

Thence South 07 degrees 27 minutes 28 seconds West a distance of 859.76 feet to a point;

Thence South 22 degrees 03 minutes 37 seconds West a distance of 287.16 feet to a point;

Thence South 67 degrees 03 minutes 37 seconds West a distance of 87.28 feet to a point;

Thence North 67 degrees 56 minutes 23 seconds West a distance of 718.55 feet to a point;

Thence North 89 degrees 37 minutes 38 seconds West a distance of 617.56 feet to a point;

Thence South 45 degrees 26 minutes 23 seconds West a distance of 405.45 feet to a point;

Thence South 00 degrees 25 minutes 48 seconds West a distance of 138.85 feet to the point of curvature of a tangent curve to the right being concave westerly with a radius of 1,720.00 feet;

Thence along said tangent curve through a central angle of 14 degrees 40 minutes 31 seconds an arc distance of 440.55 feet to a point;

Thence South 26 degrees 33 minutes 58 seconds East a distance of 46.53 feet to a point;

Thence South 18 degrees 26 minutes 02 seconds West a distance of 144.85 feet to a point;

Thence South 63 degrees 26 minutes 02 seconds West a distance of 24.93 feet to a point on a non-tangent curve to the right being concave northwesterly with a radius of 1,735.00 feet bearing North 68 degrees 24 minutes 36 seconds West;

Thence along said non-tangent curve through a central angle of 08 degrees 17 minutes 43 seconds an arc distance of 251.19 feet to a point;

Thence South 37 degrees 59 minutes 46 seconds West a distance of 154.80 feet to a point on a non-tangent curve to the right being concave northwesterly with a radius of 1,720.00 feet bearing North 55 degrees 00 minutes 12 seconds West;

Thence along said non-tangent curve through a central angle of 19 degrees 11 minutes 20 seconds an arc distance of 576.05 feet to a point;

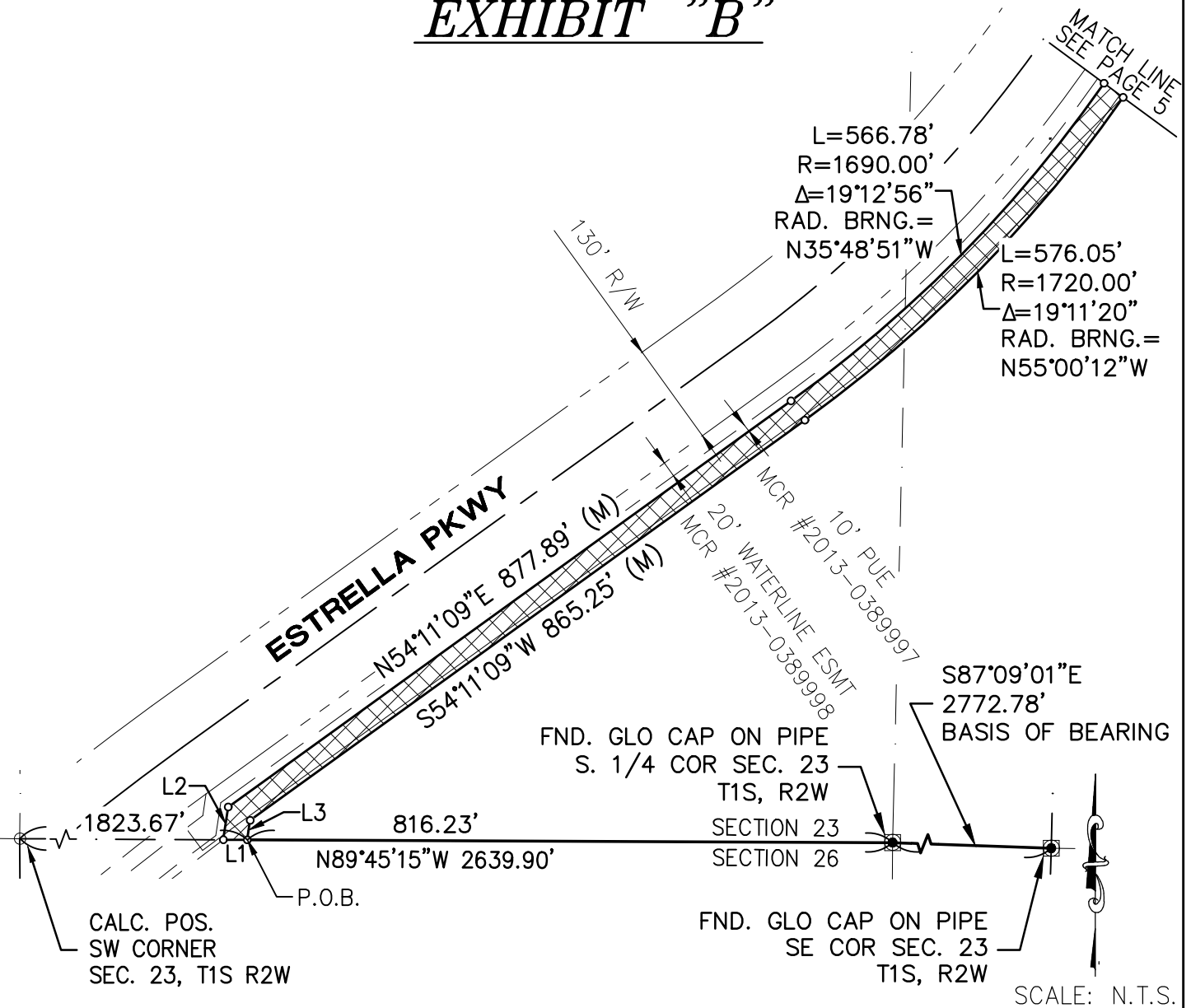
Thence South 54 degrees 11 minutes 09 seconds West a distance of 865.25 feet to a point;

Thence South 08 degrees 28 minutes 27 seconds West a distance of 24.92 feet to the POINT OF BEGINNING.

Containing an area of 236,776 SQUARE FEET or 5.436 ACRES, more or less.

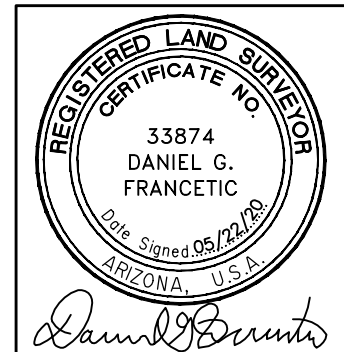
See attached Exhibit "B" drawing.

EXHIBIT "B"



Line Table

Line #	Length	Direction
L1	30.31'	N89° 45' 15"W
L2	41.91'	N8° 28' 27"E
L3	24.92'	S8° 28' 27"W



LEGEND



WATER ESMT.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 23
BEARING S87°59'01"E



Entellus™
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

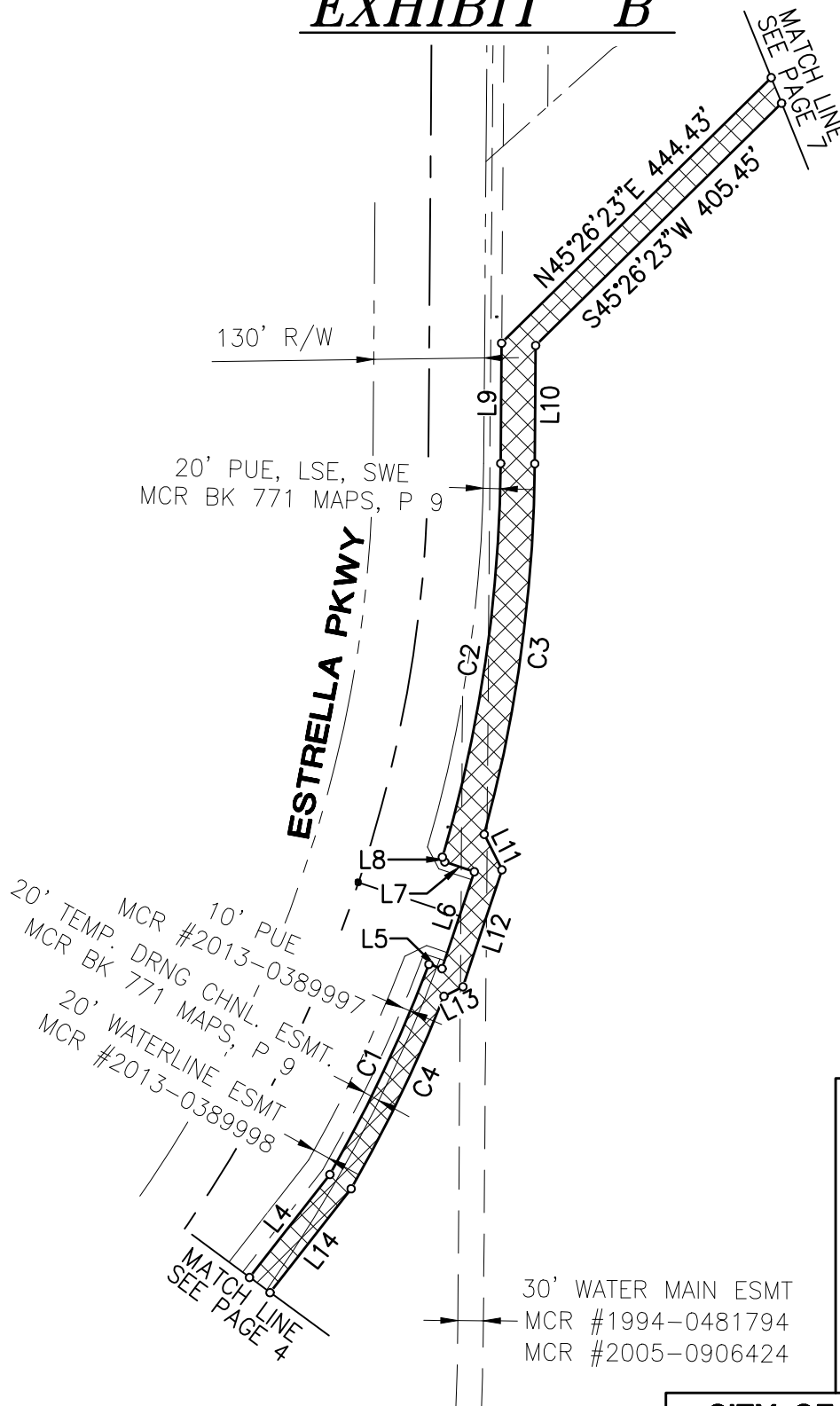
ESTRELLA MOUNTAIN RANCH, LLC

SECTION 23, T1S, R2W

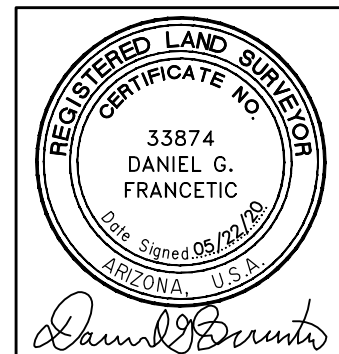
30' WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20 REV'D:
DRAWN BY: JME CHK'D: DGF PG: 4 OF 10
FILE: SEC 23_ESMT

EXHIBIT "B"



SCALE: N.T.S.



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 23, T1S, R2W

**30' WATER TRANSMISSION LINE
WATER EASEMENT**

DATE: 05/22/20 REV'D:

DRAWN BY: JME CHK'D: DGF PG: 5 OF 10

FILE: SEC 23_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 23
BEARING S87°59'01"E



Entellus™

3088 N. 44th Street Suite 250

Phoenix, AZ 85018.7228

Tel 602.244.2566

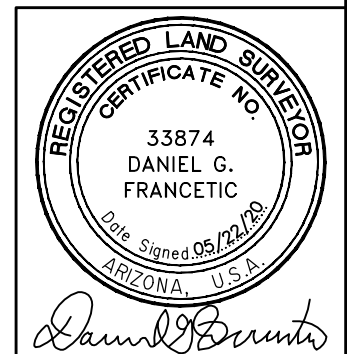
Fax 602.244.8947

Website: www.Entellus.com

EXHIBIT "B"

Line Table		
Line #	Length	Direction
L4	153.45'	N37° 59' 46"E
L5	16.26'	S71° 33' 58"E
L6	120.00'	N18° 26' 02"E
L7	36.55'	N71° 33' 58"W
L8	6.23'	N27° 30' 27"W
L9	141.28'	N0° 25' 48"E
L10	138.85'	S0° 25' 48"W
L11	46.53'	S26° 33' 58"E
L12	144.85'	S18° 26' 02"W
L13	24.93'	S63° 26' 02"W
L14	154.80'	S37° 59' 46"W

Curve Table				
Curve #	Length	Radius	Delta	Rad. Brng.
C1	273.17'	1705.00'	9°10'47"	N60°11'10"W
C2	469.02'	1680.00'	15°59'44"	N73°34'28"W
C3	440.55'	1720.00'	14°40'31"	N89°34'12"W
C4	251.19'	1735.00'	8°17'43"	N68°24'36"W



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 23, T1S, R2W

30' WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20 REV'D:
DRAWN BY: JME CHK'D: DGF PG: 6 OF 10
FILE: SEC 23_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

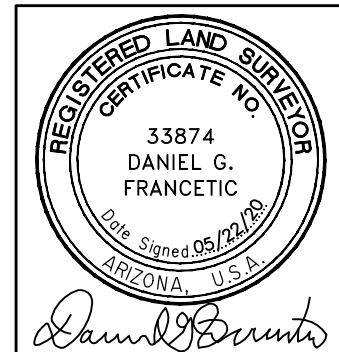
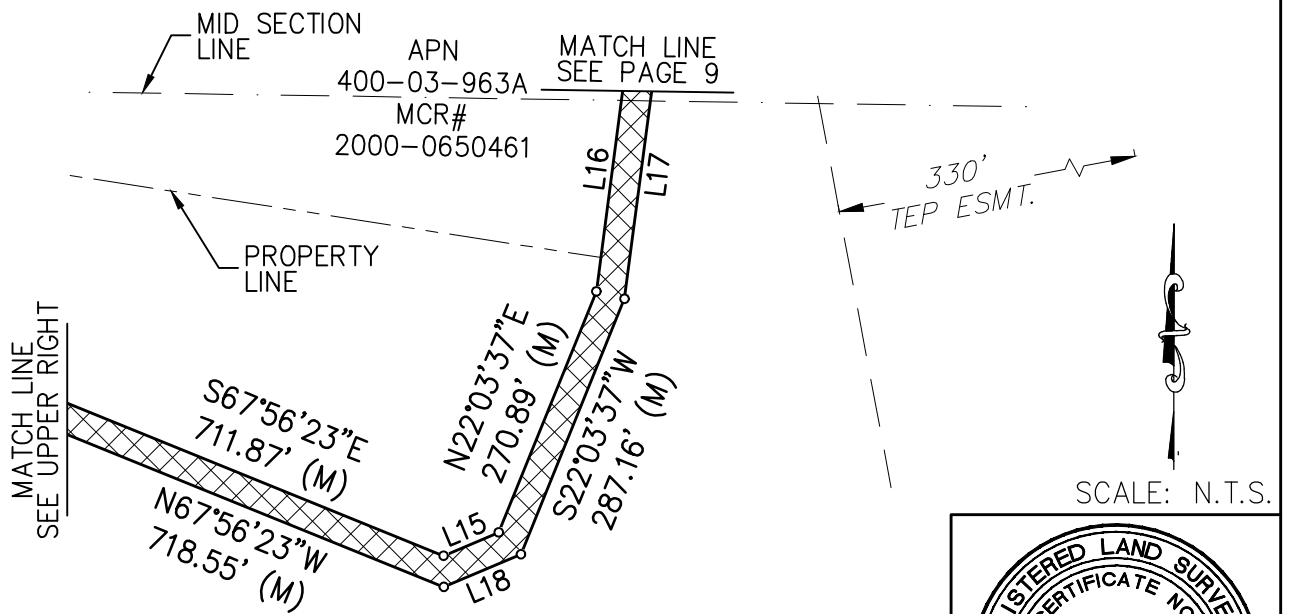
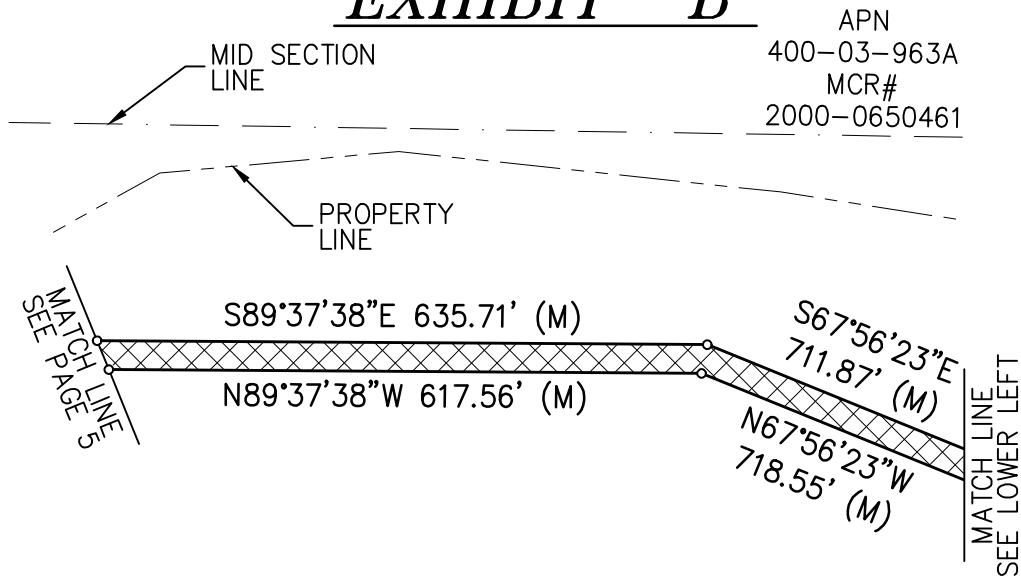
THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 23
BEARING S87°59'01"E



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"



LEGEND



WATER ESMT.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23 BEARING S87°59'01"E



Entellus™

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

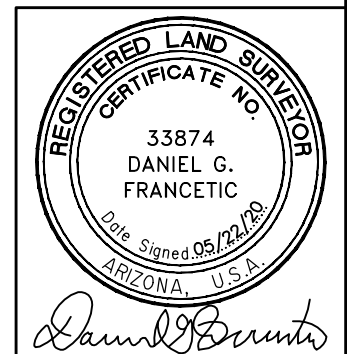
SECTION 23, T1S, R2W

30' WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20 REV'D:
DRAWN BY: JME CHK'D: DGF PG: 7 OF 10
FILE: SEC 23_ESMT

EXHIBIT "B"

Line Table		
Line #	Length	Direction
L15	62.43'	N67° 03' 37"E
L16	851.14'	N7° 27' 28"E
L17	859.76'	S7° 27' 28"W
L18	87.28'	S67° 03' 37"W



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 23, T1S, R2W

30' WATER TRANSMISSION LINE WATER EASEMENT

DATE: 05/22/20 REV'D:
DRAWN BY: JME CHK'D: DGF PG: 8 OF 10
FILE: SEC 23_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 23
BEARING S87°59'01"E



Entellus™

3033 N. 44th Street Suite 250

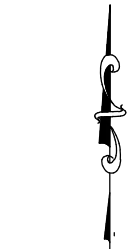
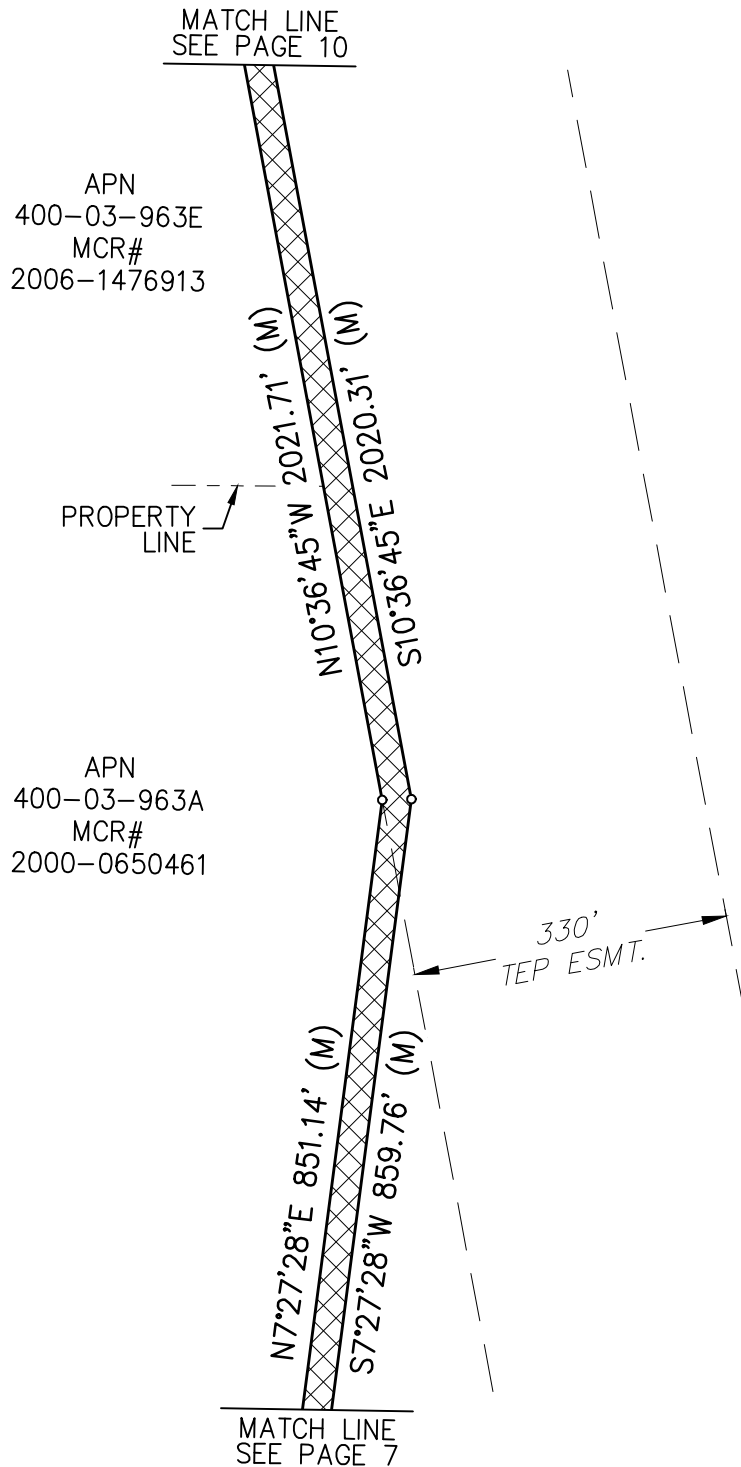
Phoenix, AZ 85018.7228

Tel 602.244.2566

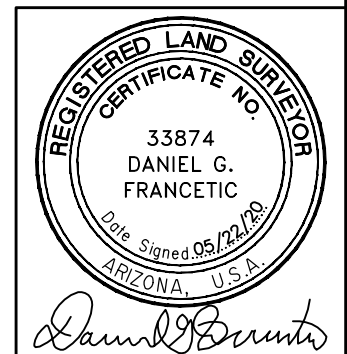
Fax 602.244.8947

Website: www.Entellus.com

EXHIBIT "B"



SCALE: N.T.S.



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 23, T1S, R2W

**30' WATER TRANSMISSION LINE
WATER EASEMENT**

DATE: 05/22/20 REV'D:

DRAWN BY: JME CHK'D: DGF PG: 9 OF 10

FILE: SEC 23_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 23
BEARING S87°59'01"E



Entellus™

3033 N. 44th Street Suite 250

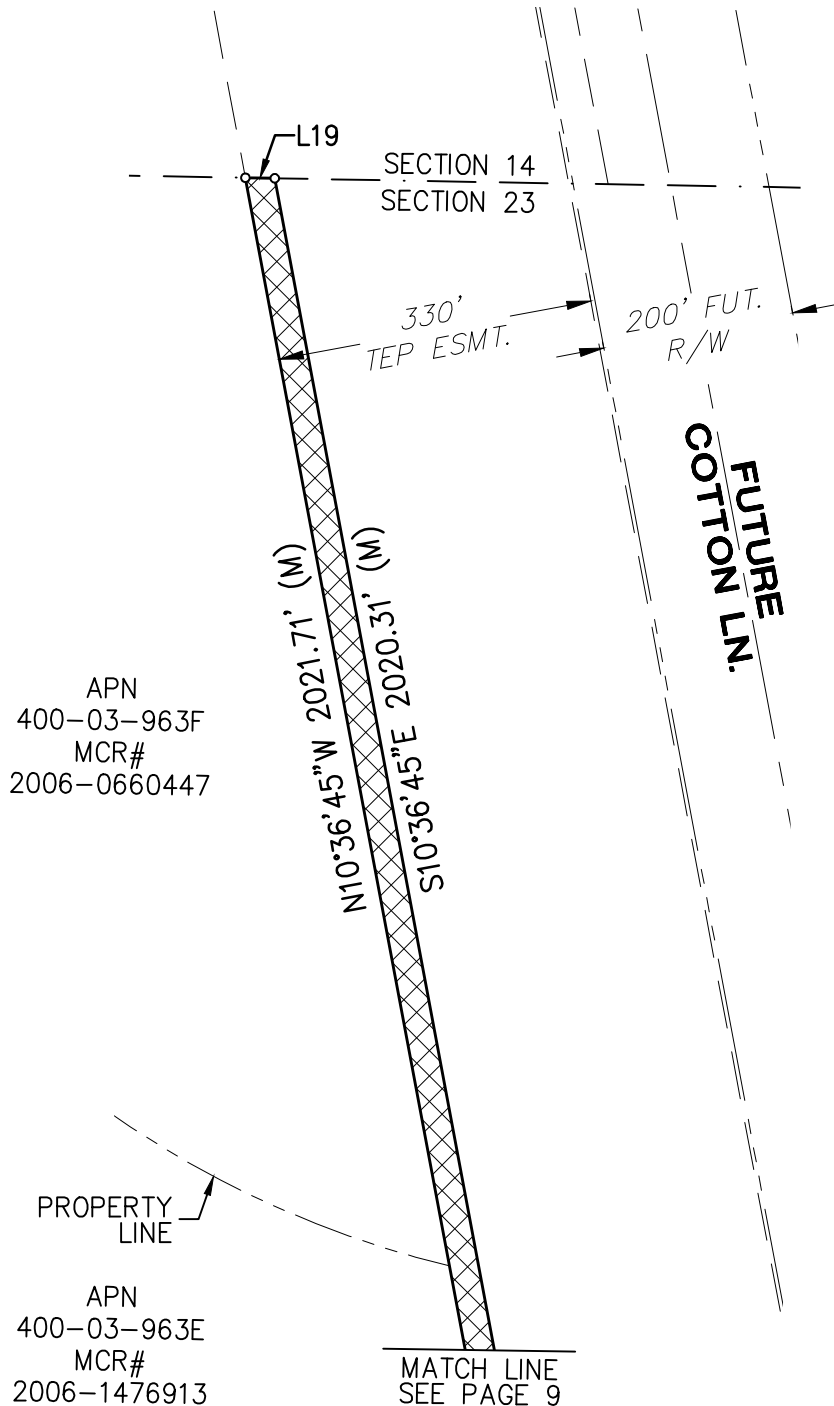
Phoenix, AZ 85018.7228

Tel 602.244.2566

Fax 602.244.8947

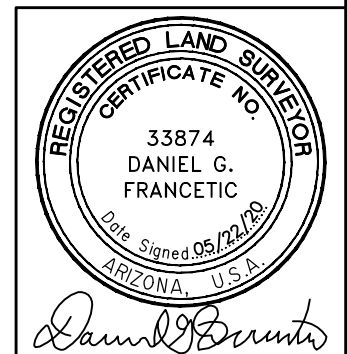
Website: www.Entellus.com

EXHIBIT "B"



Line Table		
Line #	Length	Direction
L19	30.63'	S88° 59' 19"E

SCALE: N.T.S.



CITY OF GOODYEAR, AZ

ESTRELLA MOUNTAIN RANCH, LLC

SECTION 23, T1S, R2W

**30' WATER TRANSMISSION LINE
WATER EASEMENT**

DATE: 05/22/20 REV'D:

DRAWN BY: JME CHK'D: DGF PG:10 OF 10

FILE: SEC 23_ESMT

LEGEND



WATER ESMT.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SECTION 23
BEARING S87°59'01"E



Entellus™

3088 N. 44th Street Suite 250

Phoenix, AZ 85018.7228

Tel 602.244.2566

Fax 602.244.8947

Website: www.Entellus.com