

When recorded Mail to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**PUBLIC UTILITY AND SIDEWALK EASEMENT
(10' Easement)**

GRANTOR:

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

GRANTEE:

**CITY OF GOODYEAR, an Arizona
Municipal Corporation and its successors
and assigns**

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, 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 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.

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 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 waives and releases 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.

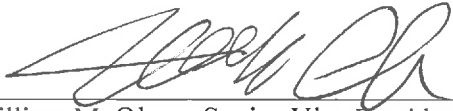
This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this 30th day of April, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

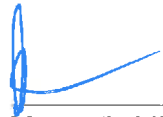
NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company

By: 
William M. Olson, Senior Vice President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk 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, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, this ____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this ____ day of _____, 20____ by _____, as _____ of the **CITY OF GOODYEAR, an Arizona municipal corporation**, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION
10' PUBLIC UTILITY EASEMENT (PUE)

A PORTION OF LAND LYING WITHIN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE LEAVING SAID SOUTHEAST CORNER NORTH 63°35'52" WEST, A DISTANCE OF 542.62 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 82°33'42" WEST, A DISTANCE OF 47.09 FEET;

THENCE NORTH 38°04'35" WEST, A DISTANCE OF 87.19 FEET;

THENCE NORTH 6°55'26" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 1.00 FEET;

THENCE SOUTH 38°04'34" EAST, A DISTANCE OF 14.14 FEET;

THENCE SOUTH 6°55'26" WEST, A DISTANCE OF 15.56 FEET;

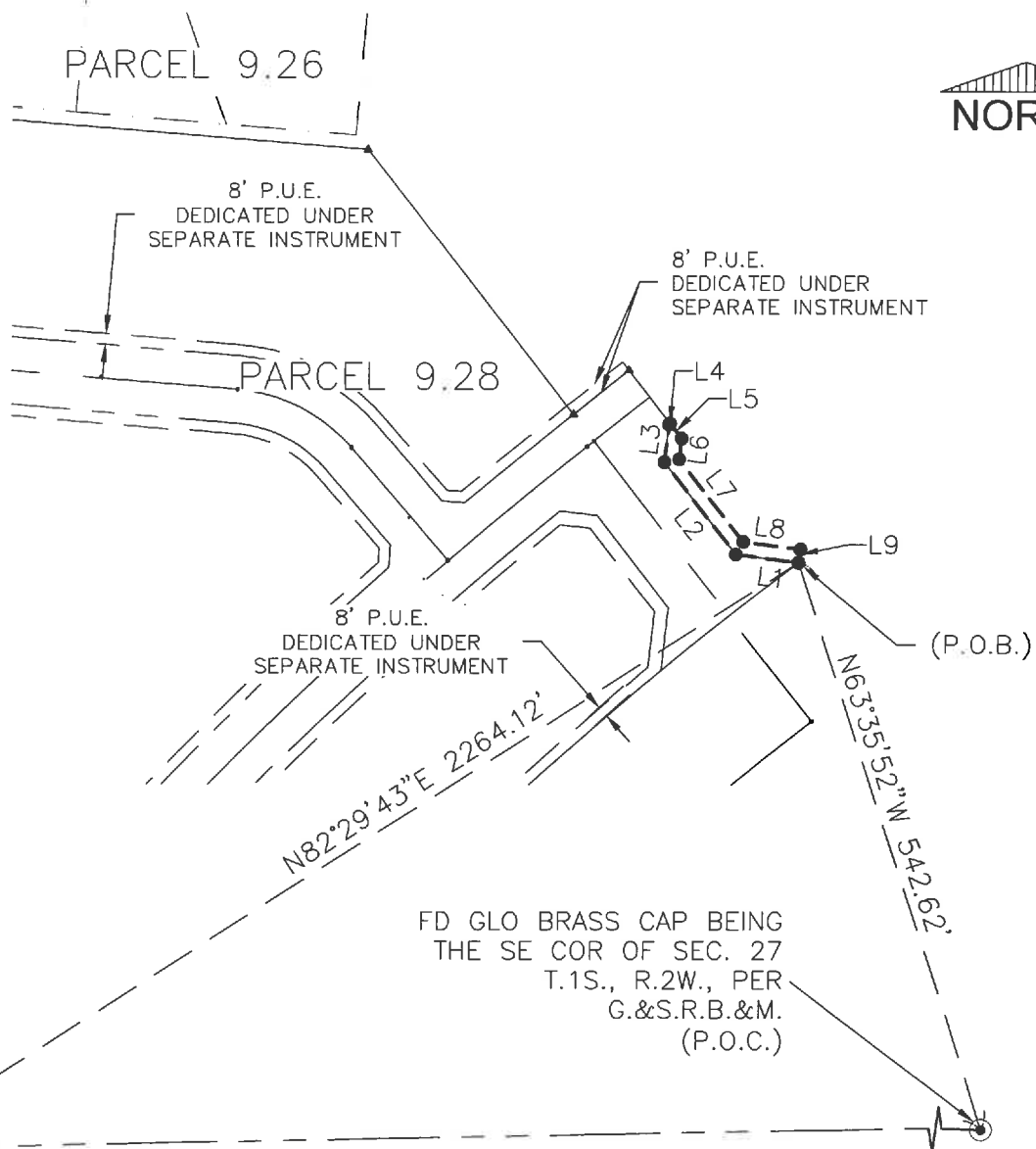
THENCE SOUTH 38°04'35" EAST, A DISTANCE OF 77.96 FEET;

THENCE SOUTH 82°33'42" EAST, A DISTANCE OF 43.00 FEET;

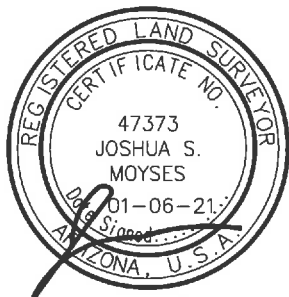
THENCE SOUTH 7°26'18" WEST, A DISTANCE OF 10.00 FEET, TO THE **POINT OF BEGINNING**.



EXPIRES 03/31/23



FD GLO BRASS CAP BEING THE S1/4 COR OF SEC. 27 T.1S., R.2W., PER G.&S.R.B.&M.



EXPIRES 03/31/23

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- G.&S.R.B.&M. GILA AND SALT RIVER BASE AND MERIDIAN
- — — — — ADJACENT PARCEL
- — — — — SECTION LINE
- - - - - EASEMENT LINE

10' PUBLIC UTILITY
EASEMENT
EXHIBIT B

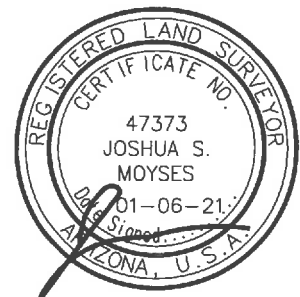


STRATEGIC
SURVEYING, LLC
1102 W. SOUTHERN AVE.
SUITE 4
TEMPE, AZ 85282
PHONE: (480) 272-7634

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
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LINE TABLE

LINE #	LENGTH	BEARING
L1	47.09	N82°33'42"W
L2	87.19	N38°04'35"W
L3	28.28	N6°55'26"E
L4	1.00	N51°55'26"E
L5	14.14	S38°04'34"E
L6	15.56	S6°55'26"W
L7	77.96	S38°04'35"E
L8	43.00	S82°33'42"E
L9	10.00	S7°26'18"W



EXPIRES 03/31/23

10' PUBLIC UTILITY
EASEMENT
EXHIBIT B



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