

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-64

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

GRANTOR:

DT BTR CTS 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, **DT BTR CTS 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 16th day of December, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
DT BTR CTS, LLC,
a Delaware limited liability company

By: DT BTR Communities, LLC,
a Delaware limited liability company
Its Sole Member

By: TLC BTR LLC,
a Delaware limited liability company
Its Member and Sole Administrator

By: [Signature]
STEVEN C. LA TERRA
Its: CEO

By: [Signature]
DONALD S. GRANT
Its: SVP

State of _____)
)ss.
County of _____)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20____ by attached, as _____ of TLC BTR LLC, a Delaware limited liability company as Member and Sole Administrator of DR BTR Communities, LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS, LLC, a Delaware limited liability company.**

Notary Public

State of _____)
)ss.
County of _____)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of TLC BTR LLC, a Delaware limited liability company as Member and Sole Administrator of DR BTR Communities, LLC, a Delaware limited liability company as the Sole Member of **DT BTR CTS, LLC, a Delaware limited liability company.**

Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

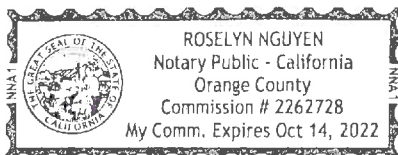
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On December 16, 2021 before me, Roselyn Nguyen, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Steven C. La Tena and Donald S. Grant
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature]
 Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Public Utility and Sidewalk Easement

Document Date: 12/16/2021 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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

August 23, 2021
Project # 050605-01-014

**LEGAL DESCRIPTION
PUBLIC UTILITIES EASEMENT**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL WITH WASHER STAMPED RLS 31610, FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A MAG NAIL, BEARS NORTH 89°41'16" WEST, A DISTANCE OF 2638.94 FEET;

THENCE NORTH 89°41'16" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1772.12 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°18'44" EAST, A DISTANCE OF 1396.86 FEET TO THE EAST RIGHT OF WAY LINE OF 173RD AVENUE AND THE **POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 70°31'55" EAST, A RADIAL DISTANCE OF 970.00 FEET;

THENCE NORTHERLY ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°17'18", AN ARC DISTANCE OF 157.25 FEET TO A POINT OF TANGENCY;

THENCE NORTH 28°45'24" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 228.86 FEET;

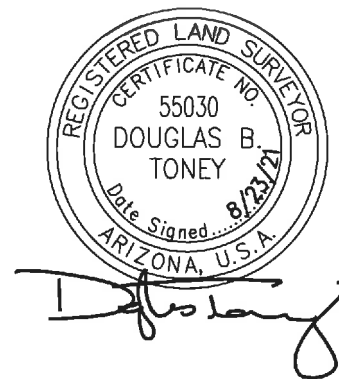
THENCE SOUTH 89°42'10" EAST, A DISTANCE OF 9.10 FEET;

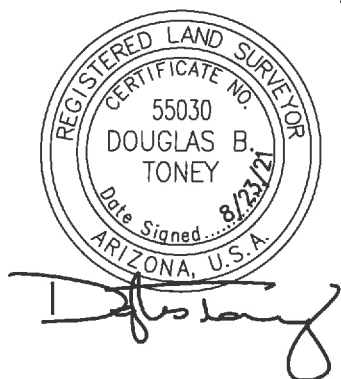
THENCE SOUTH 28°45'24" WEST, A DISTANCE OF 233.19 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS OF 962.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°13'08", AN ARC DISTANCE OF 154.79 FEET;

THENCE NORTH 78°49'49" WEST, A DISTANCE OF 8.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,096 SQ.FT. OR 0.0711 ACRES, MORE OR LESS.





LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1396.86'	N00°18'44"E
L2	228.86'	N28°45'24"E
L3	9.10'	S89°42'10"E
L4	233.19'	S28°45'24"W
L5	8.09'	N78°49'49"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	157.25'	970.00'	009°17'18"
C2	154.79'	962.00'	009°13'08"

