

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)(2)

### LANDSCAPE AND MAINTENANCE EASEMENT

GRANTOR:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona Municipal Corporation**

GRANTEE:

**THE VILLAGES AT ESTRELLA  
MOUNTAIN RANCH COMMUNITY  
ASSOCIATION, an Arizona non-profit  
corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, (“Grantor”) does hereby grant and convey to **THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, an Arizona non-profit corporation**, (“GRANTEE”), its successors and assigns, a perpetual Landscape and Maintenance Easement. The Landscape and Maintenance Easement shall be a permanent easement on, over, under, across, above and through the real property described in Exhibit “A,” attached hereto and incorporated herein (the “Easement Area”), for the purposes of entering upon, constructing, operating, maintaining, replacing, and/or repairing landscaping improvements, together with irrigation and other landscaping appurtenances.

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.

GRANTEE shall be and remain responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities/landscaping constructed or placed by GRANTEE, and GRANTOR shall have no responsibility for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities constructed by GRANTEE.

All landscaping improvements must be approved by City Engineer prior to construction and shall not interfere with the operation of the adjacent roadway.

GRANTEE shall indemnify, defend and hold GRANTOR harmless for, from and against any and all claims, lawsuits, losses, liability or expenses, including without limitation reasonable attorneys fees, arising out of the negligent exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns.

This Landscape and Maintenance Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

GRANTOR:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona Municipal Corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_ Date: \_\_\_\_\_

State of Arizona       )  
                                      )ss.  
County of Maricopa    )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation

\_\_\_\_\_  
Notary Public

GRANTEE:

**THE VILLAGES AT ESTRELLA  
MOUNTAIN RANCH COMMUNITY  
ASSOCIATION, an Arizona non-profit  
corporation**

By:  \_\_\_\_\_

Its: President \_\_\_\_\_ Date: 6/4/2013 \_\_\_\_\_

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

On this 4<sup>th</sup> day of June, 2013, personally appeared before  
me Alper Adli, the President of THE VILLAGES AT  
ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, an Arizona non-profit  
corporation.



Leslie L. Sweeney  
Notary Public