

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)

EXCLUSIVE SEWER LINE EASEMENT

GRANTOR:

GRANTEE:

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

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 Exclusive Sewer Line Easement. The Exclusive Sewer Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground sewer lines and appurtenances (the “Sewer Line Facilities”) within, on, across, over, and under the real property described in Exhibit “A,” attached hereto and incorporated herein (the “Easement Area”), together with the right of access to the Easement Area for these purposes.

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 for itself, its successors and assigns the right to use the real property described in Exhibit "A" 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 City’s improvements constructed within, on, across, over or under the real property described in Exhibit "A".

GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure, improvement, or wells within the real property described in Exhibit "A" nor shall GRANTOR, its successors and assigns locate or install or permit to be located or installed any landscaping within the real property described in Exhibit “A” except as specifically permitted by the City pursuant to landscape plans approved by the City Engineer or his/her designee.

GRANTEE shall be responsible for the operation of any Sewer Line Facilities constructed within the Easement Area.

GRANTOR, shall, pursuant to construction plans approved by the City Engineer or his/her designee, be responsible for improving the surface of the Easement Area to provide GRANTEE access to the Sewer Line Facilities as required in the City of Goodyear Engineering Design Standards and Policies Manual (the "Access Facilities"). GRANTOR shall be responsible for maintaining, inspecting, repairing, removing and replacing the Access Facilities as needed to ensure the Access Facilities are consistent with the approved construction plans.

GRANTOR, shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Sewer Line Facilities constructed by GRANTOR, until such time as GRANTEE accepts the Sewer Line Facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"), provided, however, the need for such work is not caused by GRANTEE'S negligent or intentional wrongful operation of such Sewer Line Facilities. Upon Acceptance of the sewer line facilities, GRANTEE shall be responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of the Sewer Line Facilities constructed by GRANTOR.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of GRANTOR and GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2020.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the day of _____, 2020.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Sewer Line Easement) was acknowledged before me this ____ day of _____, 2020 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 "A"
LEGAL DESCRIPTION
SEWER EASEMENT

A PORTION OF LAND LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE WEST ONE-QUARTER CORNER OF SAID SECTION 27, FROM WHICH A FOUND BRASS CAP BEING THE SOUTHWEST CORNER OF SAID SECTION 27, BEARS SOUTH 0°13'25" WEST, A DISTANCE OF 2634.80 FEET;

THENCE LEAVING SAID WEST ONE-QUARTER CORNER SOUTH 41°30'47" EAST, A DISTANCE OF 2006.35 FEET, TO A POINT ON THE EASTERLY BOUNDARY LINE OF PROPOSED PARCEL 9.43, ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 76°52'53" EAST, A DISTANCE OF 132.91 FEET;

THENCE SOUTH 10°45'59" WEST, A DISTANCE OF 369.73 FEET;

THENCE SOUTH 79°13'15" EAST, A DISTANCE OF 51.23 FEET, TO A POINT ON THE WESTERLY LINE OF A 25' WIDE UTILITY EASEMENT AS RECORDED IN DOCUMENT NUMBER 2005-1874947 OF MARICOPA COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID EASEMENT, SOUTH 10°47'18" WEST, A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 79°13'15" WEST, A DISTANCE OF 71.22 FEET;

THENCE NORTH 10°45'59" EAST, A DISTANCE OF 370.53 FEET;

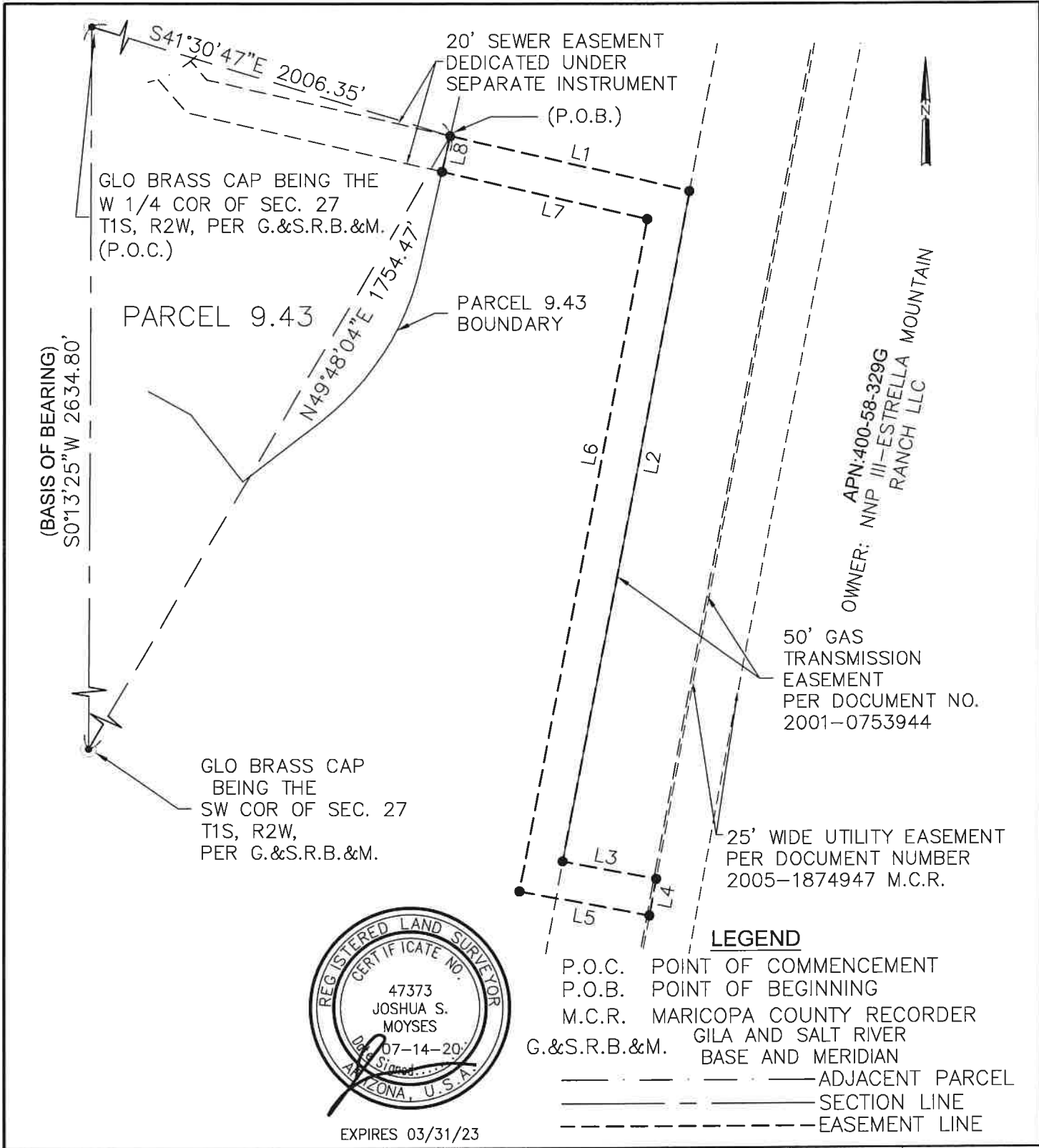
THENCE NORTH 76°52'53" WEST, A DISTANCE OF 113.71 FEET, TO A POINT ON THE BOUNDARY LINE OF SAID PROPOSED PARCEL 9.43;

THENCE ALONG SAID BOUNDARY LINE NORTH 13°07'07" EAST, A DISTANCE OF 20.00 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 11,093 SQUARE FEET OR (0.25) ACRES, MORE OR LESS.



EXPIRES 03/31/23



APN: 400-58-329G
 OWNER: NNP III - ESTRELLA MOUNTAIN RANCH LLC



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

SEWER 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	7/14/20		
		PAGE	2 OF 3		

LINE TABLE

LINE #	LENGTH	BEARING
L1	132.91	S76°52'53"E
L2	369.73	S10°45'59"W
L3	51.23	S79°13'15"E
L4	20.00	S10°47'18"W
L5	71.22	N79°13'15"W
L6	370.53	N10°45'59"E
L7	113.71	N76°52'53"W
L8	20.00	N13°07'07"E



EXPIRES 03/31/23

SEWER EASEMENT
EXHIBIT B



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

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PAGE	3 OF 3