

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)

### STORM DRAIN EASEMENT

GRANTOR:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona municipal corporation**

GRANTEE:

**GOODYEAR RETIREMENT RESIDENCE  
LLC, a Washington limited liability company**

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 **GOODYEAR RETIREMENT RESIDENCE LLC, a Washington limited liability company**, ("GRANTEE"), its successors and assigns, a Storm Drain Easement. The Storm Drainage Easement shall be a permanent easement to construct, operate, maintain, repair and/or reconstruct an underground storm drain under and across 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 Easement Area for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not interfere with or endanger the underground storm drain. GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the Easement Area.

GRANTEE shall be and remain responsible for the operation, maintenance, repair and/or reconstruction of the storm drain improvements.

GRANTEE shall, to the fullest extent permitted by law, indemnify, defend and hold GRANTOR harmless for, from and against any and all claims, actions, liabilities, liens, damages, injures, costs and expenses of any nature whatsoever arising out of or alleged to arise out of the exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns. In addition, GRANTEE shall repair any damage GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns causes to the Easement Area.

This Exclusive Storm Drain Easement shall be construed, enforced and governed by the laws of the State of Arizona. Any action to enforce this agreement shall be brought in Maricopa County Superior Court.

State of Arizona                 )  
County of Maricopa              )ss.

On this day, personally appeared before me \_\_\_\_\_, as  
\_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal  
corporation, on behalf of said corporation.

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

My Commission Expires:

\_\_\_\_\_