

When recorded return to:

City Clerk/lrb  
CITY OF GOODYEAR  
190 North Litchfield Road  
Goodyear, Arizona 85338

### EMERGENCY ACCESS EASEMENT

This Emergency Access Easement (the "Agreement") is entered into by and between the Estrella Community Association, an Arizona non-profit corporation ("Grantor") the City of Goodyear, an Arizona municipal corporation ("City"), and Arroyo Ranch L.L.P. an Arizona limited liability limited partnership ("Arroyo Ranch"). (Grantor, City, and Arroyo Ranch are sometimes hereinafter referred to individually as "Party" and collectively as "Parties.")

### RECITALS

A. Grantor covenants that it is lawfully seized and possessed of the real property described in Exhibit A attached hereto and incorporated herein by this reference (the Easement Area) and has good and lawful title thereto and right to grant this easement.

B. Arroyo Ranch covenants that it is lawfully seized and possessed of the real property described in Exhibit B attached hereto and incorporated herein by this reference (the "Arroyo Ranch Property") and has good and lawful title thereto and right to bind the Arroyo Ranch Property.

C. In order for the Arroyo Ranch Property to be developed, the Arroyo Ranch Property is required to have at least two points of access into and out of Arroyo Ranch Property suitable for emergency vehicles.

D. The Parties desire to enter into this Agreement that will provide Arroyo Ranch and emergency access easement for the benefit of the Arroyo Ranch Property, outline the construction and maintenance obligations associated with the Easement Area, grant the City an easement over the Easement Area for use of the Easement Area by the City and other emergency services providers; and grant the City the right to enforce the maintenance obligations associated with the Easement Area.

### AGREEMENT

In consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into this Agreement by this reference as if fully set forth herein.

2. Grant of Easement to Arroyo Ranch. Subject to the terms and conditions set forth herein, Grantor grants to Arroyo Ranch partnership a perpetual, non-exclusive easement over, under and across the Easement Area for the benefit of the Arroyo Ranch Property to construct, maintain, repair, replace and operate improvements to provide for emergency access over and upon the Easement Area together with the right of entry upon the Easement Area to construct, maintain, repair, replace and operate said emergency access easement facilities.

a. Arroyo Ranch Construction Obligation. When required by the City in connection with the development of the Arroyo Ranch Property, Arroyo Ranch shall construct the required improvements within the Easement Area, which will include decomposed granite surfacing and flush curbs in accordance with City of Goodyear Standard Detail G-3244-3 dated December 2012 landscaping along the edges of the Easement Area, and full-width lockable gates at each end of the Easement Area (Easement Facilities"). The design and color of the gates shall be approved by Grantor prior to construction. Arroyo Ranch shall inspect the existing pavement and concrete in South Santa Irene Drive with Grantor prior to the commencement of construction. Arroyo Ranch shall repair all damage to the existing pavement and concrete caused by the construction of the improvements pursuant to this Agreement. If this inspection is not conducted, Arroyo Ranch will be held responsible for all damage to the pavement and concrete, whether caused by the construction of the improvements or not.

b. Arroyo Ranch Maintenance and Indemnification Obligation to Grantor. Arroyo Ranch or its successors shall be responsible for maintenance, repair and/or replacement of the Easement Facilities in perpetuity. Arroyo Ranch shall be liable for any injuries to persons or damage to property resulting from the exercise by it of the rights granted herein. Arroyo Ranch shall promptly restore the Easement Area after any damage resulting from the exercise by Arroyo Ranch of the rights granted herein. Arroyo Ranch shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all claims, suits, losses, liability or expense, including, without limitation, reasonable attorney fees, arising out of its use of the easement granted herein or the construction, installation, maintenance, repair or replacement of the Easement Facilities. Except as otherwise expressly provided in this Agreement, Arroyo Ranch shall not be liable for anything which does not arise from its exercise of its rights hereunder.

3. Grant of Easement to City for Use of Easement Area. Subject to the terms and conditions set forth herein, Grantor grants to the City a perpetual, non-exclusive easement over, under and across the Easement Area for the use by the City and other emergency services providers providing emergency services within the Arroyo Ranch Property. Grantor further grants to the City a perpetual, non-exclusive easement over, under and across the Easement Area for the purpose of maintaining, repairing, and/or replacing the Easement Facilities if Arroyo Ranch fails to maintain, repair, and/or repair the Easement Facilities within thirty days of the date written notice is provided to Arroyo Ranch by the City or Grantor advising Arroyo Ranch that the Easement Facilities are in need of maintenance, repair and/or replacement.

a. Arroyo Ranch Financial Obligation to City. Arroyo Ranch shall reimburse the

City for the costs incurred by the City to maintain, repair, and/or replace the Easement Facilities if Arroyo Ranch fails to maintain, repair, and/or repair the Easement Facilities within thirty days of the date written notice is provided to Arroyo Ranch by the City or Grantor advising Arroyo Ranch that the Easement Facilities are in need of maintenance, repair and/or replacement in City

b. Arroyo Ranch Indemnification Obligation to City and Grantor. Arroyo Ranch shall indemnify and hold Grantor, City and their respective successors and assigns, harmless from and against any and all claims, suits, losses, liability or expense, including, without limitation, reasonable attorney fees, arising out of the City's exercise of its rights under this Agreement to undertake the maintenance, repair and/or replacement of the Easement Facilities.

4. Compliance with Clean Water Act. All Parties to this Agreement undertaking the construction, maintenance, repair and/or replacement of the Easement Facilities shall comply in all respects with Section 404 of the Clean Water Act of 1977 (33 U.S.C. § 1344), to the extent it applies to the Easement Area and, so long as such activity is regulated by said Clean Water Act, as amended from time to time, such parties shall not discharge any dredged or fill material into any "water of the United States" which is located within the Easement Area without a permit required to be issued by the U.S. Army Corps of Engineers or its successor.

5. Effective Date. This Agreement shall take effect upon the date the Agreement has been executed by all of the Parties.

6. Notices. Except as otherwise expressly provided in this Agreement, any notice, consent, or other communication required or permitted under this Agreement shall be given in writing and shall be delivered in person; sent by first-class mail through the U.S. Postal Service, postage prepaid, registered or certified mail, return receipt requested; or sent by Federal Express, Airborne, U.P.S. or other similarly nationally recognized overnight courier service, addressed as follows:

To City:	City of Goodyear Attn: Director of Public Works 190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338
With a copy to:	City of Goodyear Attn: City Attorney 190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338
To Arroyo Ranch	Arroyo Ranch LLLP Attn: Mr. Jerry Naqvi 10180 – 111 Street Edmonton, Alberta Canada
To Grantor:	Estrella Community Association 17665 W. Elliot Road Goodyear, Arizona 85338

or to any other addresses as the Parties may from time to time designate in writing and deliver

in a like manner. Notices, filings, consents, approvals, and communication shall be deemed to have been given as of the date of the date of delivery if hand delivered or sent by overnight courier, or as of three calendar days following deposit in the United States Mail

7. Assignment. The Parties agree that this Agreement may be assigned to a homeowner's association for the Arroyo Ranch Property once it is formed. Except as otherwise expressly provided in this Paragraph 7, this Agreement or any of the rights and privileges thereunder may not be assigned, in whole or in part, without the prior written consent of the Parties which consent is at the discretion of each of the Parties.

8. Termination. This Easement may only be terminated pursuant to the order of a Court of competent Jurisdiction located within Maricopa County, Arizona or by a written agreement executed by both City and Arroyo Ranch.

9. Burdens Running with the Land. This Agreement and all provisions herein shall be covenants running with the land as to the Easement Area and the Arroyo Ranch Property. Except as provided herein, all subsequent owners of any of Arroyo Ranch Property shall be bound by the terms contained in this Agreement. Until such time as a homeowner's association for the Arroyo Ranch Property has been formed, and such homeowner's association has expressly assumed the obligations of Arroyo Ranch under this Agreement by a written instrument recorded in the official records of Maricopa County, Arizona, all owners of any or all of the Arroyo Ranch Property, except for the City of Goodyear, shall be jointly and severally liable for the obligations of Arroyo Ranch under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below:

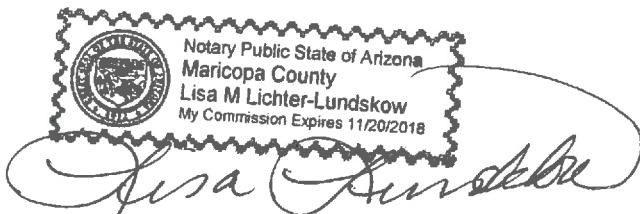
Dated: 12-20-15

Estrella Community Association,  
an Arizona nonprofit corporation

By: Barbara Ems  
Its: President

*Signatures, Acknowledgements and Exhibits Continued on Following Pages*

STATE OF ARIZONA       )  
  )ss.  
COUNTY OF MARICOPA   )



This instrument (Emergency Access Easement) was acknowledged before me on this 20<sup>th</sup> day of December, 2015 by Barbara Ertl as the President of the Estrella Community Association, an Arizona non-profit corporation, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the Estrella Community Association.

ACCEPTED BY ARROYO RANCH L.L.L.P., AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP.

Dated: Jan 18 / 2016  
By: Jasbajay  
Its: Managing member

STATE OF ARIZONA       )  
  )ss.  
COUNTY OF MARICOPA   )



This instrument (Emergency Access Easement) was acknowledged before me on this 19<sup>th</sup> day of January, 2016 by Jawid Abbas Naqvi as the Managing member of the Arroyo Ranch L.L.L.P., an Arizona Limited Liability Partnership, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the Arroyo Ranch L.L.L.P..

*Signatures, Acknowledgements and Exhibits Continued on Following Pages*

ACCEPTED BY THE CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: City Manager

STATE OF ARIZONA       )  
                                      )ss.  
COUNTY OF MARICOPA   )

This instrument (Emergency Access Easement) was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Brian Dalke as the City Manager of the City of Goodyear, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the City of Goodyear.

*Exhibits Continued on Following Pages*

EXHIBIT A

Legal Description for Emergency Access Easement Across Tract A of Estrella Parcel 58

That part of Tract A, Estrella Parcel 58, recorded in Book 321 on Page 31, Maricopa County Records, a subdivision situated in the Northwest Quarter of Section 15 and the Southwest Quarter of Section 10, Township 1 South, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest Corner of said Tract A, said corner lying on the west line of said Section 15, from which the Northwest corner of said Section 15 bears North 01 degrees 27 minutes 59 seconds a distance of 1074.56 feet, said bearing being the bearing shown on the plat for said Estrella Parcel 58 and the basis of bearings for this legal description;

Thence, along the north line of said Tract A, South 88 degrees 32 minutes 01 seconds East a distance of 146.45 feet to a point on the westerly right-of-way line for South Santa Irene Drive, said point also being a point on a non-tangent circular curve to the right with a radius point that bears South 38 degrees 07 minutes 47 seconds West a distance of 45.00 feet from said point on a non-tangent circular curve;

Thence Southeasterly along the arc of said non-tangent circular curve through a central angle of 035 degrees 08 minutes 29 seconds, a distance of 27.60 feet to a point of reverse curvature with a circular curve to the left with a radius point that bears North 73 degrees 16 minutes 16 seconds East a distance of 250.00 feet from said point of reverse curvature;

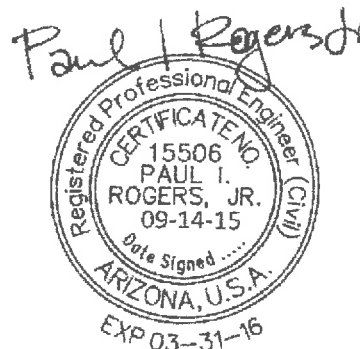
Thence Southeasterly along the arc of said reverse circular curve through a central angle of 001 degrees 55 minutes 48 seconds, a distance of 8.42 feet to a point of non tangency;

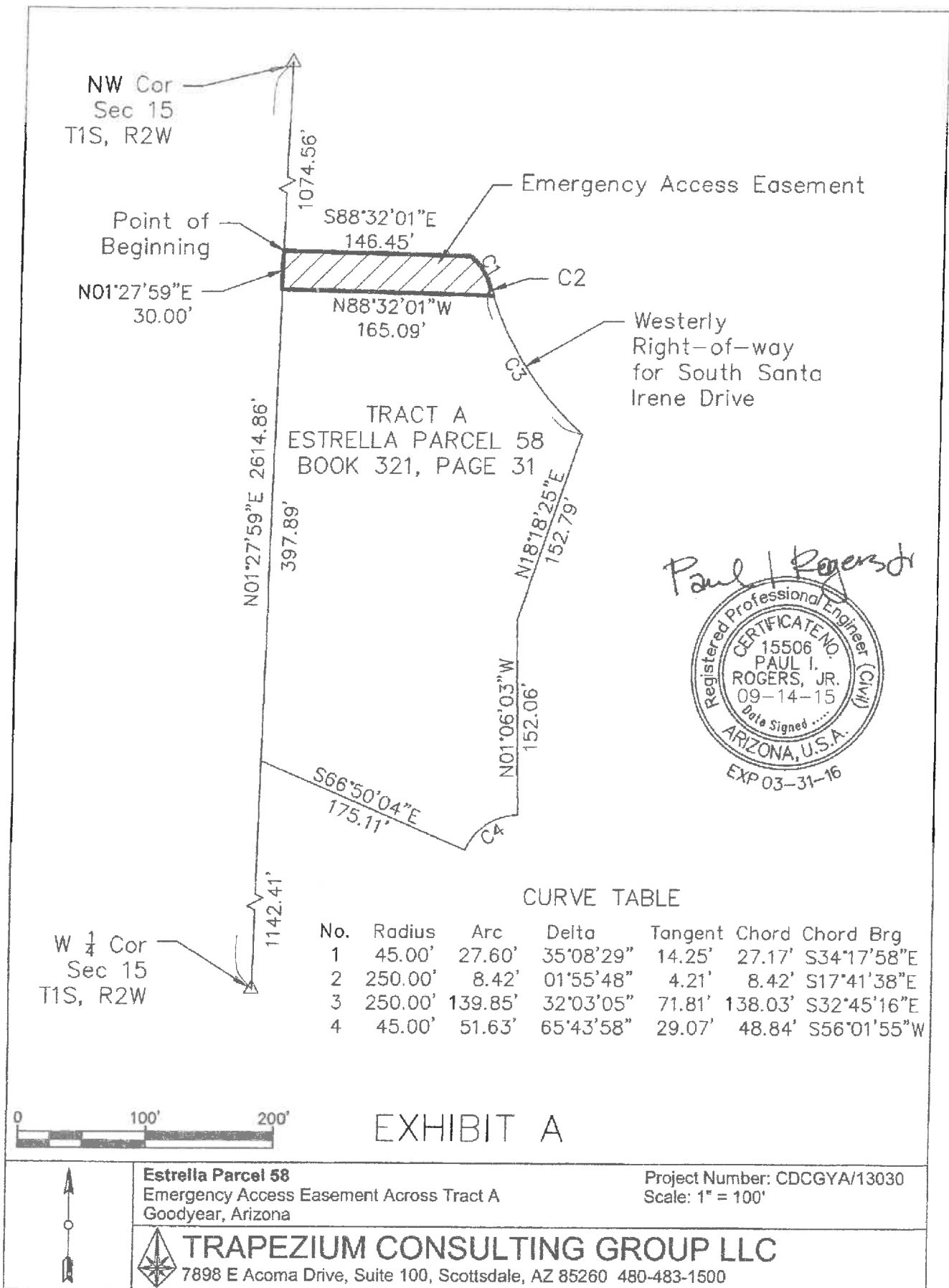
Thence, leaving said circular curve and right-of-way line, North 88 degrees 32 minutes 01 seconds West a distance of 165.09 feet to a point on the West line of Said Tract A;

Thence North 01 degrees 27 minutes 59 seconds East along said West line of Tract A, a distance of 30.00 feet to the Point of Beginning.

The above described easement contains 4744 square feet or 0.1089 acres, more or less.

See attached Exhibit "A", by reference made a part hereto.







## EXHIBIT "B"

### LEGAL DESCRIPTION OF THE PROPERTY

The Northeast quarter of the Northeast quarter of Section 16, Township 1 South, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT 1/6 of all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizers of every name and description and except all materials which may be essential to the production of fissionable material as reserved in the Arizona Revised Statutes.