

CROSSING LICENSE

THIS CROSSING LICENSE (“**License**”), is entered into as of this ____ day of _____, 2017, by and between SOUTHWEST GAS CORPORATION, a California corporation, with principal offices located at 5241 Spring Mountain Road; Las Vegas, NV 89150-0002 (“**Licensor**”), NNP-III ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company, with principal offices located at 5090 N. 40th St. Suite 210, Phoenix, AZ 85018 NNP (“**NNP**”), and City of Goodyear, an Arizona municipal corporation, with principal offices located at 190 N. Litchfield Road, Goodyear, AZ 85338 (“**City**”). **NNP** and the **City** are collectively referred to as the “**Licensee**”. **Licensor**, **NNP** and the **City** are sometimes individually referred to individually as Party and collectively as Parties.

RECITALS

A. **Licensor**, as the successor in interest to El Paso Natural Gas Company, holds certain easement rights as set forth in those certain right of way agreements (collectively, the “**Easements**”) and further described in the attached Exhibit A, which is incorporated by this reference.

B. **Licensor** has installed its natural gas distribution pipeline facilities and related appurtenances within the **Easements** (“**Licensor’s Facilities**”).

C. **NNP**, as the fee owner of the property subject to the **Easements**, has notified **Licensor** that it will use the portion of the real property subject to the **Easements** described in the attached Exhibit B, which is incorporated by this reference (the “**ROW Use Area**”), for the purposes described in the attached Exhibit C, which is incorporated by this reference, and for no other purpose and that it will be conveying to the **City** the **ROW Use Area**.

D. As more particularly described herein, **NNP** intends to install two eight (8) inch ductile iron potable waterlines placed within a sixteen (16) inch poly wrapped DIP sleeve; road improvements including concrete curb and gutter, sidewalk, sidewalk ramps, and asphalt paving ; irrigation sleeves, pressurized irrigation lines and landscape material, including shrubs and decomposed granite within the **ROW Use Area** and irrigation sleeves, pressurized irrigation lines and landscape material, including shrubs and decomposed granite within the **PUE Use Area**. The road improvements will be part of the **City’s** public road system. Following the installation and “Notice of Approval of work” the **City** will operate the waterlines and **NNP** will be responsible for the maintenance during the warranty period, and following the expiration of the Warranty Period and written acceptance by the **City**, such waterlines shall be conveyed to the **City** for operation and maintenance by the **City**.

E. **NNP** has further notified **Licensor** that it will be conveying to the **City** a Public Utility Easement in the portion of the real property subject to the **Easements** as described and depicted in the attached Exhibit D (the “**PUE Use Area**”) that will allow the **City** and its permittees to install, operate, maintain, repair and replace utility improvements within the **PUE Use Area**. The **City** acknowledges and recognizes that the **Licensor’s** rights and privileges with respect to the **Easements** are prior in time and the **City** shall not impose any fee, condition, or

restriction on **Licensor** or **Licensor's Facilities** for **Licensor's** concurrent use of the **Easements** for the purposes set forth in the **Easements**, including any such uses within the **PUE Use Area**, that are inconsistent with **Licensor's** rights under the **Easements**.

F. **Licensor** and **Licensee** have agreed to **Licensee's** occupancy and use of the **ROW Use Area** and the **PUE Use Area** (collectively the "**Use Areas**"), subject to the following terms and conditions.

G. **Licensor** has approved the use per the attached letter (Exhibit E)

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Licensee's Facilities and Use.** Subject to the terms and conditions set forth below, **Licensor** agrees to **Licensee's** nonexclusive occupancy and use of the **ROW Use Area** for the purposes identified on the attached Exhibit C, including: (i) the installation and construction of two eight (8) inch ductile iron potable waterlines placed within a sixteen (16) inch poly wrapped DIP sleeve as shown on sheets WS07 and WS10; asphalt paving and concrete curbs, gutters, sidewalks, and sidewalk ramps as shown on sheets PV03 and PV06 (the "**Roadway Improvements**"); irrigation sleeves, pressurized irrigation lines and landscape material, including shrubs and decomposed granite as shown on sheets L1.1 and L1.3 and L2.1 and L2.3 (the "**Landscaping Facilities**"); (ii) the operation, inspection, maintenance, repair and replacement of such improvements; (iii) right of ingress and egress as needed for the installation, construction, operation, inspection maintenance, repair and replacement of such improvements; and (iv) the use of the Roadway Improvements by the public (the "**Permitted Use in ROW Use Area**"). Subject to the terms and conditions set forth below, **Licensor** agrees to **Licensee's** nonexclusive occupancy and use of the **PUE Use Area** for the purposes identified on the attached Exhibit C, including: (i) irrigation sleeves, pressurized irrigation lines and landscape material, including shrubs and decomposed granite as shown on sheets L1.1 and L1.3 and L2.1 and L2.3; (ii) the operation, inspection, maintenance, repair and replacement of such improvements; and (iii) right of ingress and egress as needed for the installation, construction, operation, inspection maintenance, repair and replacement of such improvements (the "**Permitted Use in PUE Use Area**"); provided that such permitted use does not hinder, interfere with, diminish, or damage **Licensor's** rights or facilities. The improvements to be constructed within the **ROW Use Area** and the **PUE Use Area** (collectively the "**Use Areas**") in accordance with this **License** are referred to, collectively, as "**Licensee's Facilities**." Except for **Licensor's** concurrent use of the **Use Areas** and as otherwise approved in writing by both the **City** and **Licensor**, no other uses, purposes, facilities, changes to facilities that increase capacity or quantity, or additional structures beyond those described in the attached Exhibit C are permitted. **Licensee** agrees to adhere to and satisfy the following terms and conditions:

a) **Compliance with Applicable Laws ("Laws").** The **Permitted Uses** in the **Use Areas** shall be in compliance in all material respects with and subject to all applicable regulations, code and laws; all applicable environmental regulations; and applicable regulations and statutes to protect underground natural gas facilities from damage or harm.

b) **Other Permits and Approvals.** Licensee shall, at its own expense, obtain all permits, licenses, approvals, easement rights, permissions and authorizations required for the construction and maintenance of the **Licensee's Facilities**.

c) **Licensee** shall comply with the requirements of the October 26, 2016 letter from Southwest Gas Corporation to Newland Communities, a copy of which is attached hereto as Exhibit E, including the requirements for minimum thirty-six inches of cover over the top of the pipe and the use of Southwest Gas's NESHAP certified contractors for the removal of any abandoned steel gas lines within the **Use Areas**.

d) **No Hazard.** Licensee's use of the **Use Areas** shall not unreasonably interfere with Licensor's concurrent use of the **Use Areas**, including, without limitation, Licensor's cathodic protection measures; or create any hazard to persons or property.

i) Except as otherwise approved in writing by both the **City** and **Licensor**, Licensee's **Facilities** within the **Use Areas** must conform to Exhibit C for separation from, protection of, and access to **Licensor's Facilities**.

e) **Location of Roads and Road Crossings.** It is contemplated and understood between **Licensor** and **Licensee** that such roads, road crossings, and sidewalks within the **ROW Use Area** are expressly established for the purpose of crossing the **Easements** are for use by the general public and such roads and crossings shall be utilized by **Licensee** and the general public to the fullest extent possible.

f) **PUE Use Area.** Except for the **Permitted Uses** within the **PUE Use Area** expressly allowed in this **License**, **Licensee** and all permittees of the **City** using the **PUE Use Area** shall be required to contact **Licensor** and obtain separate authorization from the **Licensor** for their specific use within the **PUE Use Area**.

g) **Assumption of Risk.** It is understood that any damage to **Licensee's Facilities** or to **Licensor's Facilities** caused by or resulting from **Licensee's** work within the **Use Areas**, or by any third-party under **Licensee's** direction or control, shall be the sole responsibility of **Licensee**. Except as otherwise provided in this **License**, **Licensor** will not be liable for any damage to the **Licensee's Facilities** or any injury to persons or property as a result of the presence or operation of any **Licensor's Facilities** in the **Use Areas**, excepting claims for damage to property or injury to persons resulting from **Licensor's** acts or those of its employees, contractors, agents or representatives. Except as otherwise provided in this **License**, **Licensee** will not be liable for any claims for any damage to the **Licensor's Facilities** or any injury to persons or property as a result of the presence or operation of the **Licensor's Facilities** in the **Use Areas** except for claims for damage to property or injury to persons resulting from **Licensee's** acts or those of its employees, contractors, agents or representatives.

h) **Specific Conditions.** Except as otherwise approved in writing by both the **City** and **Licensor**, **Licensee**, shall at all times comply with the specific conditions and covenants, if any, listed on Exhibit C attached hereto with respect to its use of the **Use Areas**. If a Party fails to perform any material covenant of this **License** within ten (10) days of receipt of written notice from a Party (or such longer period of time if such failure to perform cannot be rectified within

said ten (10) day period and such Party diligently proceeds to rectify such failure), then the non-breaching Party may take such actions as are reasonably required in order to remedy such breach and the breaching Party shall reimburse the non-breaching Party for all reasonable costs incurred in connection therewith.

- i) All agreements between **Licensee** and any contractors or subcontractors involved in the completion of any of **Licensee's Facilities** permitted under the terms of this **License** shall provide that the contractors and subcontractors comply in all respects with the terms and conditions as contained in this **License** and the requirements set forth in Exhibit C as it may be modified in and approved in writing by both the **Licensee** and **Licensors**.
- ii) **Licensee** shall not materially alter the existing grade or depth of cover over **Licensors's Facilities** without restoring to the same grade and amount of cover, or to such grade as noted on the grading and paving plans, as approved by **Licensors**. **Licensee**, in all events, shall consult with **Licensors** before commencing any grade change activity.
- iii) **Licensors** shall be responsible, at its sole cost and expense, to ensure that **Licensors's Facilities** are adequately buried at a depth in conformance with all Laws governing same. In the event **Licensee** discovers that **Licensors's Facilities** in the **Use Areas** are not buried at such depth, **Licensors** shall be notified in writing by **Licensee** and **Licensors** shall take appropriate corrective work to remedy same in a manner such that **Licensee** is not unreasonably delayed or hindered in its **Licensee's Facilities**.

i) **Licensors Stand-by Required.** Except for emergency repairs and routine landscape maintenance not involving excavation, **Licensors** shall be notified prior to any construction or maintenance activity within the **Use Areas** as required in Exhibit C attached hereto. In the event of an emergency involving **Licensee's Facilities** that require immediate action, **Licensee** shall use all commercially reasonable efforts to notify **Licensors** of the need for emergency work and to secure the attendance of **Licensors's** representative, but if no representative of **Licensors** is available, then **Licensee** may undertake work with the **Use Areas** at **Licensee's** sole risk and expense provided that **Licensee** shall notify **Licensors** of such actions as soon as reasonably practical under the circumstances. In all events, **Licensee** shall abide by all applicable laws and regulations concerning the protection of underground utility facilities and further provided that **Licensee** shall indemnify and hold **Licensors** harmless from any cost, loss, damage, claim or expense associated with damage to **Licensors's Facilities** by **Licensee**, its employees, contractors, subcontractors, representatives, and agents from proceeding without such notice and **Licensors** representative presence.

j) **Licensee**, including its officials, officers, directors, members, employees, contractors, subcontractors, agents and representatives, shall be responsible for any and all damage to **Licensee's Facilities** and **Licensors's Facilities** that **Licensee** may cause while exercising its rights granted by this **License**. **Licensee** shall use all due and reasonable care to avoid such damage and fully comply with applicable laws.

k) **No Liens.** **Licensee** agrees to pay, prior to delinquency, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment provided to **Licensee's**

Facilities and/or the **Use Areas** as well as any taxes associated with any operation, equipment, facilities or property of **Licensee**. **Licensee** shall not suffer or allow any mechanic's liens to attach to all or any part of the **Use Areas** or any interest of **Licensee** in the **Use Areas** by reason of any tax and/or of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, **Licensee**, any of **Licensee's** contractors or anyone occupying or holding an interest of **Licensee** in all or any part of the **Use Areas** through or under **Licensee**, and any such lien that is attached to any part of the **Use Areas** or **Licensee's** interest therein shall be removed or bonded over by **Licensee** within thirty (30) days after written notice of its attachment.

2. Notice of Construction. Except in cases of emergency, each Party shall notify the other Parties at least two (2) working days in advance of the date when construction work, excluding routine landscape maintenance not involving excavation, performed by or on the Party's behalf will commence at the **Use Areas**.

a) Each Party shall provide the other Parties with a contact address, 24/7 telephone access number, fax number, and email, for purposes of communications regarding maintenance, excluding routine landscape maintenance not involving excavation. Each Party shall promptly respond to requests concerning administration of and compliance with the requirements of this **License**.

3. Non-Disturbance. **Licensor's** activities and any grant of rights **Licensor** makes after the date first set forth above to any person or entity shall not, currently or prospectively, interfere with the rights granted to **Licensee**.

4. Notices. Except for notices of construction, all notices and other communications concerning this **License** shall be in writing and shall be sent to the following addresses:

If to Licensee:

Pete Teiche
Project Manager
5090 N 40th St Suite 210
Phoenix, AZ 85018
Phone: 602-468-0899
Facsimile: 602 468-1633
Email: pteiche@newlandco.com

If to Licensor:

Southwest Gas Corporation
Attn: Engineering Supervisor
9 South 43rd Avenue
Phoenix, Arizona 85009
Phone: 602-484-5649
Facsimile: 602-484-5353
Email: StaffEng@swgas.com

and

Attn: Engineering Department
City of Goodyear
14455 W. Van Buren Street
Goodyear, Arizona 85338
Email: Rebecca.Zook@goodyearaz.gov

With copies to:

With a copy to:

Newland Real Estate Group, LLC
ATTN: Legal Department
4790 Eastgate Mall, Suite 150
San Diego, CA 92121
Phone: 858-455-7503
Facsimile: 858-455-6142
Email: dvalle@newlandco.com

Southwest Gas Corporation
Attention: Staff Superintendent
Staff Right-of-Way
5241 Spring Mountain Road
Las Vegas, Nevada 89150-0002
Phone: 702-876-7014
Facsimile: 702-876-4238
Email: StaffROW@swgas.com

City of Goodyear
Attn: City Attorney
190 North Litchfield Road
Goodyear, Arizona 85338
Facsimile: 623-932-1177
Email: roric.massey@goodyearaz.gov

or to any other addresses as either Party may from time to time designate in writing and deliver in the manner provided herein. Such notices and communications shall be deemed duly given (i) on the date of delivery if personally delivered; (ii) on the date sent by facsimile provided there is a confirmation of transmission; (iii) on the date of delivery if sent by a nationally recognized overnight courier service such as Federal Express, Airborne, and UPS; or (v) on the date of delivery if sent by first class mail, postage prepaid, return receipt requested.

5. Mutual Repair Obligation. Licensor shall be solely responsible for the construction, installation, inspection, operation, use, maintenance, repair, alteration, removal and replacement of **Licensor's Facilities** within the **Use Areas**, and **Licensee** shall be solely responsible for the construction, installation, inspection, of **Licensee's Facilities**; provided, however, a Party (including for purposes hereof, such Party's employees, contractors, agents and representatives) causing damage to the property or facilities of another Party shall be responsible for the actual direct costs of such Party to repair such damage.

b) Except for the **Landscaping Facilities**, NNP shall only be required to maintain and repair the **Licensee Facilities** only for the period of time prior to NNP's conveyance of the **Licensee Facilities** to the **City** and the **City's** written final acceptance of such conveyance following the expiration of the Warranty Period. After the **City's** final acceptance of the **Licensee Facilities**, NNP shall only be responsible to **Licensor** for any claims arising from actions that predated such transfer date to the **City** and for repairs or replacement required as a result of NNP's actions. With respect to the **Landscaping Facilities**, NNP shall be responsible for the installation, construction, inspection, maintenance, repair, and replacement of the **Landscaping Facilities** within the **PUE Use Area** except as expressly provided in this Paragraph 5.b. The **City** shall be responsible for repairing and replacing **Landscaping Facilities** if the need for such repairs and/or replacement was caused by the actions of the **City**, its employees, contractors, agents and/or representatives.

c) Notwithstanding anything to the contrary contained in this **License**, the **City** shall only be required to maintain and repair the **Licensee's Facilities** only for the period of time after NNP's conveyance of the **Licensee Facilities** to the **City** and the **City's** written acceptance of such

conveyance following the expiration of the Warranty Period. After the **City's** written acceptance of the **Licensee Facilities**, the **City** shall only be responsible to **Licensor** for claims arising from actions that occurred after such transfer date to the **City**.

6. **Indemnification and Release.** To the fullest extent allowed by law, the Parties shall indemnify, defend, release, and hold harmless the other Parties including their directors, officers, employees, shareholders, contractors, and subcontractors ("**Indemnified Parties**") for, from and against any claim, demand, lawsuit, or action of any kind for damages or loss (whether such damage or loss is to person or property) or any losses, damages, expenses, and liabilities for damages to property or injury or death of any person, including but not limited to property or personnel of a Party, arising in whole or in part out of: (a) negligent, grossly negligent, or intentional acts or omissions of the Party, its agents, officers, directors, members, employees, contractors, or subcontractors ("**Indemnifying Party**"); or (b) the **Indemnifying Party's** failure to comply with or fulfill its obligations established by this **License** or by law. The obligation to indemnify shall extend to and encompass all costs incurred by the **Indemnified Parties** in defending against claims, demands, lawsuits or actions, including but not limited to reasonable attorneys' and reasonable expert fees. The **Indemnifying Party's** obligation under this section shall not extend to claims, demands, lawsuits, or actions for liability caused by the sole exclusive negligence, gross negligence, or intentional acts or omissions of the **Indemnified Parties**.

a) Notwithstanding anything to the contrary contained in this **License**, except for the **City's** operation of the **Licensee's Facilities** prior to the expiration of the Warranty Period, the **City's** indemnification obligations under this **License** extend only to claims arising from actions that occur after **NNP's** conveyance of the **Licensee's Facilities** in the **ROW USE Area** to the **City** and the **City's** written acceptance of such conveyance following the expiration of the Warranty Period.

7. **Assignment.** This **License** shall not be assigned, except as follows:

a) **Licensor** may assign this **License** in connection with the assignment of its rights under the **Easements**. **Licensor** may assign all or a portion of its rights in this **License** to any party that is affiliated with **Licensor**, to any party who succeeds to the rights of **Licensor** by operation of law, or to any party who acquires substantially all of **Licensor's** assets.

b) **Licensor** understands and agrees that **NNP** will be transferring and dedicating the **Licensee's Facilities**, except the **Landscaping Facilities** within the **PUE Use Area**, to the **City** upon completion. Upon the completion of the **Licensee's Facilities**, except for the **Landscaping Facilities** within the **PUE Use Area**, and the **City's** written acceptance following the expiration of the Warranty Period the **City** shall take ownership and possession of the **Licensee's Facilities**, except the **Landscaping Facilities** within the **PUE Use Area**, and the **City** shall become responsible for the **Licensee's Facilities**, except the **Landscaping Facilities** within the **PUE Use Area**, and fully subject to the terms and conditions of this **License**. Except as may be set forth in this **License**, until then, the **City** shall have no responsibility for the **Licensee's Facilities**, the **ROW Use Area**, or actions taken within the **ROW Use Area**. **NNP** shall be fully responsible for the **Licensee's Facilities** within the **PUE Use Area** and actions taken within the **PUE Use Area** by **NNP**, its employees, agents, representatives, contractors, subcontractors, and invitees.

8. **Force Majeure.** The obligations of a Party under this **License** shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation, labor disputes; acts of nature; laws, instructions or requests of any government or governmental entity; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of environmental laws; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labor, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; or any other cause whether similar or dissimilar to the foregoing. The affected Party shall promptly give notice to the other Parties of an event of force majeure, stating therein the nature of the event and the expected duration thereof. The affected Party shall resume performance as soon as reasonably possible.

9. **Attorney Fees and Costs.** In the event of any legal action in connection with this **License**, the prevailing Party in such legal action shall be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable attorney fees and costs incurred as set by the trial court or any appellate court, in proportion to the extent prevailing. As used in this **License**, "costs" shall include, but not be limited to, the costs of expert witnesses, survey costs, title insurance search and premium expenses, and all other out-of-pocket costs of the prevailing Party or its counsel reasonably related to such legal action. **Licensee** and **Licensor** shall each be responsible for their respective attorney fees in connection with each Party's review and negotiation of this **License** and any future amendments thereto.

10. **NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS **LICENSE** OR FOR ANY FAILURE OR PERFORMANCE RELATED HERETO HOWSOEVER CAUSED.

11. **Ownership of Licensee's Facilities.** **Licensor** agrees that the **Licensee's Facilities** installed or placed on the **Use Areas** by **Licensee** and its successors or assigns, whether real, personal or mixed, shall remain the property of **Licensee** and/or its successors or assigns and shall be removable by **Licensee** at any time.

12. **No Representations or Warranties.** Notwithstanding anything herein to the contrary with respect to the **Use Areas**, **Licensor** makes no representations or warranties, express or implied, including representations as to title and the accuracy or completeness of the information shown on the Exhibits attached hereto (other than with respect to information regarding location), and **Licensee** agrees to accept and use the **Use Areas** in "AS IS" and "WHERE IS" condition, with all faults, and to bear all risks associated with the **Licensee's Facilities** and the condition of the **Use Areas**. **Licensee** is entering into this **License** and shall use the **Use Areas** based on

Licensee's inspection and investigation of all matters pertaining thereto and not in reliance on any representation, warranty or agreement of **Licensors**. **Licensee** agrees that the **Use Areas** is subject to all existing easements, rights-of-way and other rights, including, without limitation, all matters of record and all matters that can be disclosed by a physical inspection and survey of the **Use Areas**.

13. No Storage. In no event shall a Party store any vehicles, equipment, materials, parts or inventory on or within the **Use Areas**.

14. No Hazardous Materials. No hazardous materials, substances, or waste ("Hazardous Substances") shall be used, produced, transported, released or disposed of or stored upon the **Use Areas** by a Party in violation of Laws and the Parties shall comply in all material respects with environmental laws, ordinances, requirements, and regulations ("Environmental Laws") relating to, and without limitation, hazardous and toxic substances, materials, wastes and pollutants or pesticides as defined in the Resource Conservation and Recovery Act, as amended by the hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation, and Liability Act; the Hazardous Materials Transportation Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act; and any and all relevant federal, state, and local laws, regulations rules and ordinance, including any future modifications or amendments relating to environmental matters.

15. Environmental. Each Party shall protect, defend, indemnify and hold harmless the other Parties from and against all liabilities, costs, charges, and expenses, including attorneys' fees and court costs arising of, or related to, the presence of, or existence of, any substance regulated under any Environmental Laws, or amendments thereto because of: (a) any Hazardous Substance that came to be located within the **Use Areas** due to a Party's use or occupancy of the **Use Areas** in violation of Environmental Laws; or (b) any release, threatened release, or escape of any Hazardous Substance in, on, under, or from the **Use Areas** in violation of Environmental Laws that is caused, in whole or in part, by any conduct, actions, negligence, or intentional misconduct by a Party, regardless of when such substance came to be located within the **Use Areas**. Nothing herein shall obligate a Party to protect, defend, indemnify, or hold harmless the other Parties with respect to (a) Hazardous Substances produced, transported, released or disposed of or stored upon the **Use Areas** by the other Party, or (b) violation of and Environmental Laws by the other Party. The Party responsible for such environmental issue under this Section reserves the right to conduct any required clean-up, removal, or remedial actions and/or negotiation, defense, or settlement of any claim indemnifiable under this environmental provision, and such Party shall fully reimburse the other Parties for any and all costs associated with such actions. This indemnification shall survive the expiration or termination of this **License**.

16. Insurance. **Licensee** shall maintain in full force a commercial general liability insurance policy during the term of this **License** to the limit of not less than Ten Million Dollars (\$10,000,000), which limit may be satisfied by a combination of primary and excess liability insurance. This policy shall contain a provision that **Licensors**, named as additional insured, shall be entitled to recovery for any loss caused by **Licensee** occasioned **Licensors**, its directors, officers, employees, agents, contractors or subcontractors. Further, the policy shall provide that **Licensee's** coverage is primary over any other insurance coverage available to **Licensors**, its

directors, officers, employees, agents, contractors or subcontractors. In addition, **Licensee** shall provide and maintain owned, non-owned, and hired vehicle liability insurance coverage on a combined single limit basis for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000). **Licensee** must provide **Licensors** with an advance 30-day written notice of any cancellation or reduction in coverage. In the event of such cancellation or reduction, **Licensee** shall obtain equivalent replacement insurance coverage consistent with the foregoing requirements prior to the cancellation or reduction; and provide **Licensors** with proof of such insurance.

17. Independent Parties. Nothing in this **License** shall be construed as creating any partnership, joint venture, franchise, or agency between the Parties and the relationship of the Parties shall be that of independent parties.

18. Severability. If any provision of this **License** or the application thereof shall to any extent be rendered invalid or unenforceable, then the remainder of this **License** shall not be affected thereby, it being intended and agreed that this **License** shall be construed and enforced to the fullest extent permitted by applicable Arizona law, without consideration of its choice of law provisions.

19. Injunctive Relief. Acceptance and execution of this **License** shall not limit or abridge any legal rights that a Party may have with respect to the **Use Areas** or the enforcement of the same. The Parties further agree that a Party shall be entitled to seek injunctive relief and/or a decree of specific performance, without proof of actual damages, in addition to such other and further relief as may be appropriate, in the event of breach of this **License** and any term or condition thereof. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party but shall be in addition to all other remedies available at law or equity.

20. Entire Agreement; Amendments. This **License** constitutes the entire agreement between the Parties respecting its subject matter. Any agreement, understanding or representation respecting the **Use Areas**, this **License** or any other matter referenced herein not expressly set forth in this **License** or a subsequent writing signed by the Parties is null and void. This **License** shall not be modified or amended except in a writing signed by the Parties. No purported modifications or amendments, course of conduct or absence of a response to a unilateral communication, shall be binding on a Party.

21. Survival. Expiration or termination of this **License** for any reason shall not affect any of the rights or obligations of the Parties that may have accrued, or liabilities, accrued or otherwise, that may have arisen prior thereto.

22. Counterparts. This **License** may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A Party's properly executed signature may be sent by email in .pdf format or given by facsimile transmission and upon receipt by a Party shall constitute an original signature.

23. Governing Law. This **License** shall be governed by and interpreted in accordance with the laws of the State of Arizona, without consideration of its conflicts of law provisions.

24. Authority. Each Party signing this **License** represents and warrants that the individual executing this **License** on behalf of such Party has the full power and authority to execute this **License** on behalf of such Party and to enter into this **License**.

[SIGNATURE PAGE FOLLOWS]

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

IN WITNESS WHEREOF, the Parties have executed this **License** as of the dates below:

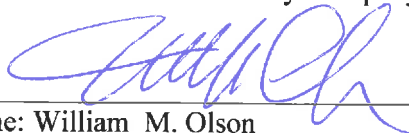
LICENSOR:

Southwest Gas Corporation

By: _____
Name: Luis F. Frisby
Title: Vice President, Central Arizona Division

LICENSEE:

NNP III-Estrella Mountain Ranch, LLC
A Delaware Limited Liability Company

By:  _____
Name: William M. Olson
Title: Senior Vice President

CITY:

City of Goodyear
An Arizona Municipal Corporation

By: _____
Name: Brian Dalke
Title: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

(Description of Licensor's Easements)

1. Right of Way Phoenix 083799 in favor of El Paso Natural Gas Company, approved December 23, 1947, as evidenced by Federal Land Patent 02-85-0005, dated October 29, 1984; recorded with the Maricopa County, Arizona Recorder's Office on November 6, 1984, as Instrument No. 84-0483397; Notice of Location and Disclaimer dated May 25, 2001, recorded with the Maricopa County, Arizona Recorder's Office on May 29, 2001, as Instrument No. 2001-0451869 and Notice of Location and Disclaimer dated May 25, 2001 recorded with the Maricopa County, Arizona Recorder's Office on August 16, 2001 as Instrument No. 2001-0753945.
2. Right of Way and Easement in favor of El Paso Natural Gas Company dated September 30, 1998, recorded with the Maricopa County, Arizona Recorder's Office on October 9, 1998, as Instrument No. 98-0904102, as amended by Amendment to Right of Way and Easement dated May 21, 2001, recorded with the Maricopa County, Arizona Recorder's Office on May 25, 2001, as Instrument No. 2001-0445698 and as amended by Amendment to Right of Way Easement dated May 21, 2001, recorded with the Maricopa County, Arizona Recorder's Office on August 16, 2001, as Instrument 2001-0753944.

Southwest Gas Corporation is the successor in interest by acquisition of the subject natural gas facilities from El Paso Natural Gas Company.

EXHIBIT B

(ROW Use Area)

LEGAL DESCRIPTION

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION 14, 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 CITY OF GOODYEAR BRASS CAP AT THE INTERSECTION OF SOUTH ESTRELLA PARKWAY AND WEST SAN MIGUEL DRIVE, AS SHOWN ON "ESTRELLA PHASE ONE MAP OF DEDICATION" RECORDED IN BOOK 318, PAGE 38, PER MARICOPA COUNTY RECORDS;

THENCE, SOUTHWESTERLY ALONG THE MONUMENT LINE, ALSO BEING THE (BASIS OF BEARING) OF SAID "ESTRELLA PHASE ONE MAP OF DEDICATION", SOUTH 67 DEGREES 41 MINUTES 25 SECONDS WEST, A DISTANCE OF 504.25 FEET;

THENCE, LEAVING SAID MONUMENT LINE, NORTH 22 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 48.51 FEET, TO A POINT ON THE SOUTH LINE OF A 50 FOOT GAS EASEMENT AS RECORDED IN DOCUMENTS 98-0904102, 2001-0445698, 2001-0451869, 2001-0753945, & 2001-0753944, PER MARICOPA COUNTY RECORDS, ALSO THE POINT OF BEGINNING;

THENCE, SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID GAS EASEMENT, SOUTH 67 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 50.00 FEET

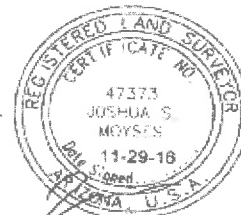
THENCE, LEAVING SAID SOUTH LINE OF GAS EASEMENT, NORTH 22 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 50.00 FEET, TO A POINT ON THE NORTH LINE OF SAID GAS EASEMENT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A G.I.O. BRASS CAP, BEARS NORTH 47 DEGREES 45 MINUTES 27 SECONDS EAST, A DISTANCE OF 3131.40 FEET,

THENCE, NORTHEASTERLY ALONG THE NORTH LINE OF SAID GAS EASEMENT, NORTH 67 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP, BEARS NORTH 08 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 2181.79 FEET;

THENCE, SOUTH 22 DEGREES 18 MINUTES 35 SECONDS EAST, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2,500 SQUARE FEET (0.058 ACRES), MORE OR LESS, INCLUDING EASEMENTS OF RECORD IF ANY.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXPIRES 03/31/17

Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

ACCESS EASEMENT
GOODYEAR, ARIZONA

SHEET: 1 OF 2

DATE: 11/29/16

EXHIBIT

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
 NORTH QUARTER CORNER SECTION 14, T1S, R2W BRASS CAP



EXPIRES 03/31/17

50' GAS ESMT. PER DOCS
 98-0904102, 2001-0445698,
 2001-0451869, 2001-0753945,
 & 2001-0753944, M.C.R.

R=1370.00'
 L=853.96'
 Δ=35°42'51"

839.67'
 S67°41'25"W 1343.93' (BASIS OF BEARING)
WEST SAN MIGUEL DRIVE

60' R/W R/R BK 518,
 PC 38, M.C.R.

**SOUTH
 ESTRELLA
 PARKWAY**



LEGEND

- ACCESS EASEMENT LINE
- - - EX. SECTION LINE
- - - EX. R/W LINE
- - - EX. CENTERLINE OF R/W
- - - EX. EASEMENT LINE
- TIE LINE
- M.C.R. MARICOPA COUNTY RECORDS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ☉ CITY OF GOODYEAR BRASS CAP (UNLESS OTHERWISE NOTED)

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N22°18'35"W	48.51'
L2	S67°43'01"W	50.00'
L3	N22°18'35"W	50.00'
L4	N67°43'01"E	50.00'
L5	S22°18'35"E	50.00'

Westwood

6909 East Greenway Parkway, Suite 250
 Scottsdale, AZ 85254
 Westwood Professional Services, Inc.

**ACCESS EASEMENT
 GOODYEAR, ARIZONA**

SHEET: 2 OF 2
 DATE: 11/29/16

LEGAL DESCRIPTION

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SA T RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF GOODYEAR BRASS CAP FROM WHICH A CITY OF GOODYEAR BRASS CAP AT THE INTERSECTION OF SOUTH ESTRELLA PARKWAY AND WEST SAN MIGUEL DRIVE, AS SHOWN ON "ESTRELLA PHASE ONE MAP OF DEDICATION" RECORDED IN BOOK 318, PAGE 38, PER MARICOPA COUNTY RECORDS, ALSO BEING THE (BASIS OF BEARING) BEARS NORTH 67 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1343.93 FEET, ALSO BEING A POINT OF CURVATURE;

THENCE, SOUTHWESTERLY ALONG SAID MONUMENT LINE, ALSO BEING A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 1370.00 FEET, THROUGH A DELTA ANGLE OF 01 DEGREE 36 MINUTES 44 SECONDS, A LENGTH OF 38.55 FEET;

THENCE, LEAVING SAID MONUMENT LINE, NORTH 20 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 49.62 FEET, TO A POINT ON THE SOUTH LINE OF A 50 FOOT GAS EASEMENT AS RECORDED IN DOCUMENTS 98-0904102, 2001-0445698, 2001-0451869, 2001-0753945, & 2001-0753944, PER MARICOPA COUNTY RECORDS, ALSO THE POINT OF BEGINNING;

THENCE, SOUTHWESTERLY ALONG THE PROJECTION LINE OF SAID SOUTH LINE OF GAS EASEMENT, SOUTH 69 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE OF 50.27 FEET;

THENCE, NORTH 14 DEGREES 28 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.27 FEET, TO A POINT ON THE NORTH LINE OF SAID GAS EASEMENT FROM WHICH THE NORTH-WEST CORNER OF SAID SECTION 14, BEING A G.I.O. BRASS CAP, BEARS NORTH 31 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 2864.22 FEET;

THENCE, NORTHEASTERLY ALONG SAID NORTH LINE OF GAS EASEMENT, NORTH 69 DEGREES 35 MINUTES 26 SECONDS EAST, A DISTANCE OF 50.27 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP, BEARS NORTH 24 DEGREES 23 MINUTES 21 SECONDS EAST, A DISTANCE OF 2730.48 FEET;

THENCE, LEAVING SAID NORTH LINE OF GAS EASEMENT, SOUTH 14 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 50.27 FEET, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 2,506 SQUARE FEET (0.058 ACRES), MORE OR LESS, INCLUDING EASEMENTS OF RECORD IF ANY.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

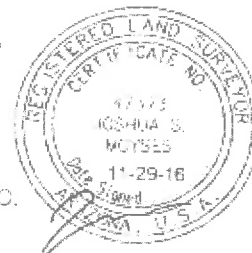


EXHIBIT 02/31/17

Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

**ACCESS EASEMENT
GOODYEAR, ARIZONA**

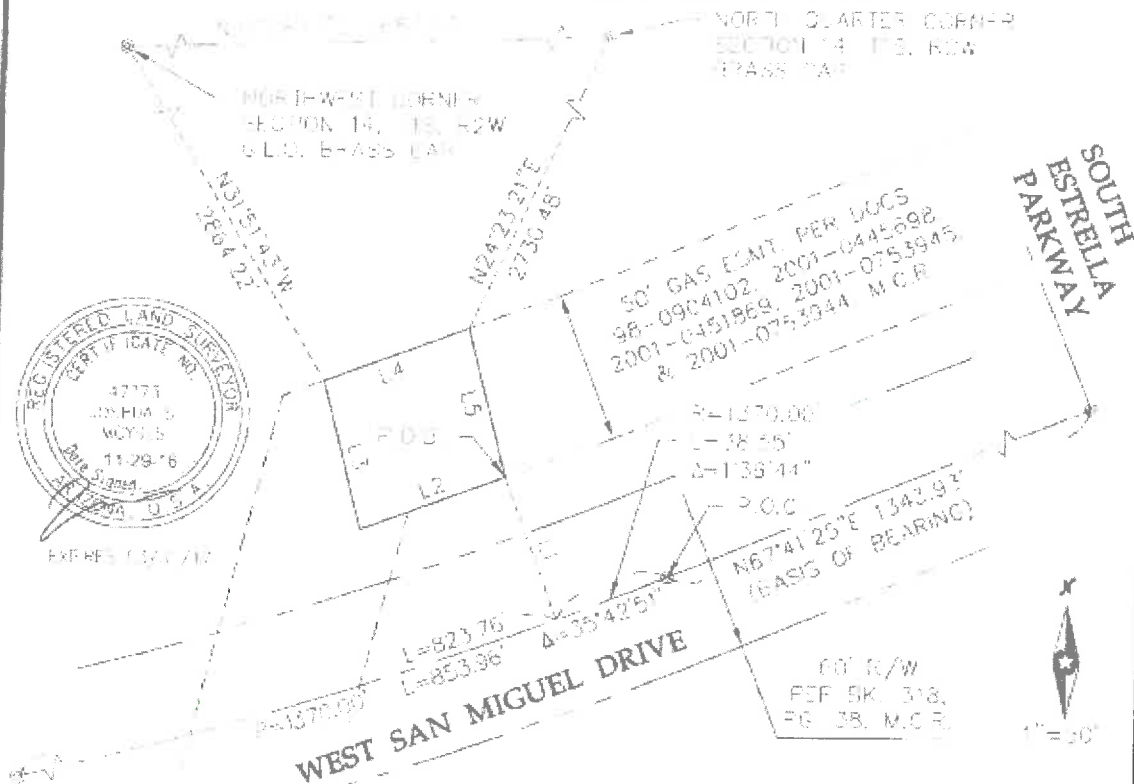
SHEET: 1 OF 2

DATE: 11/29/16

EXHIBIT

ACCESS EASEMENT

LAND LYING IN THE NORTH HALF OF SECTION 14, TOWNSHIP
34 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
Westwood Professional Services, Inc.

**ACCESS EASEMENT
GOODYEAR, ARIZONA**

SHEET: 2 OF 2

DATE: 11/29/16

EXHIBIT C

Permitted Use within Use Areas and Specific Conditions/Covenants for Permitted Uses

A. Permitted Uses in ROW Use Area:

1. Construction, installation, operation, inspection, maintenance, repair, and replacement of the following facilities and the following work within the **ROW Use Area**:
 - a. Grading as shown on sheets GD03 and GD04, attached hereto and approved by the **City and Licensor**.
 - b. two eight (8)-inch ductile iron potable waterlines placed within a sixteen (16)-inch Poly Wrapped DIP Pipe sleeve as shown on sheets WS07 and WS10, attached hereto and approved by the **City and Licensor**. Such waterline when completed and following written "Notice of Approval of Work" shall be maintained by the **NNP** and operated by the **City**, and following the Warranty Period and written acceptance of the work, shall be conveyed to the **City** for operation and maintenance by the **City**.
 - c. Asphalt Pavement, concrete curb, gutter, sidewalk and sidewalk ramps as shown on sheets PV03 and PV06, attached hereto and approved by the **City and Licensor** (collectively the "**Roadway Improvements**").
 - d. Irrigation sleeves, pressurized irrigation lines and landscape material including shrubs and decomposed granite as shown on sheets L1.1, L1.3, L2.1 and L2.3, attached hereto and approved by the **City and Licensor**. The landscaping maintenance following the completion of the installation of the landscape materials shall include the replacement of shrubs from time to time and the maintenance of the irrigation lines, emitters, and raking and replacement of the decomposed granite.
2. The right of ingress and egress as needed for the installation construction, operation, inspection, maintenance, repair and replacement of the foregoing facilities and work within the **ROW Use Area**.
3. The use of the **Roadway Improvements** by the Public.

B. Permitted Uses in PUE Use Area

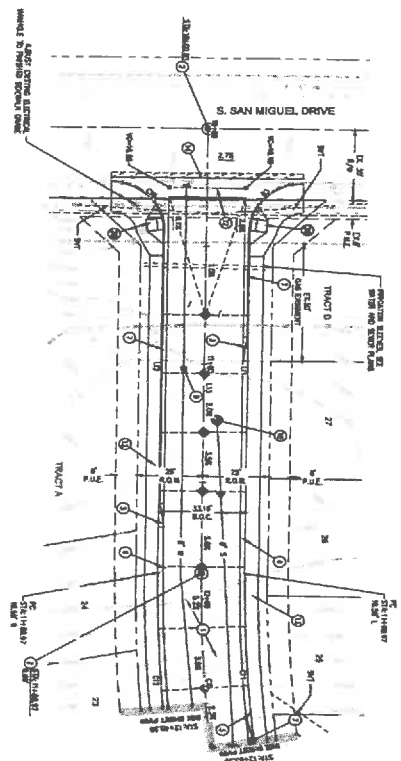
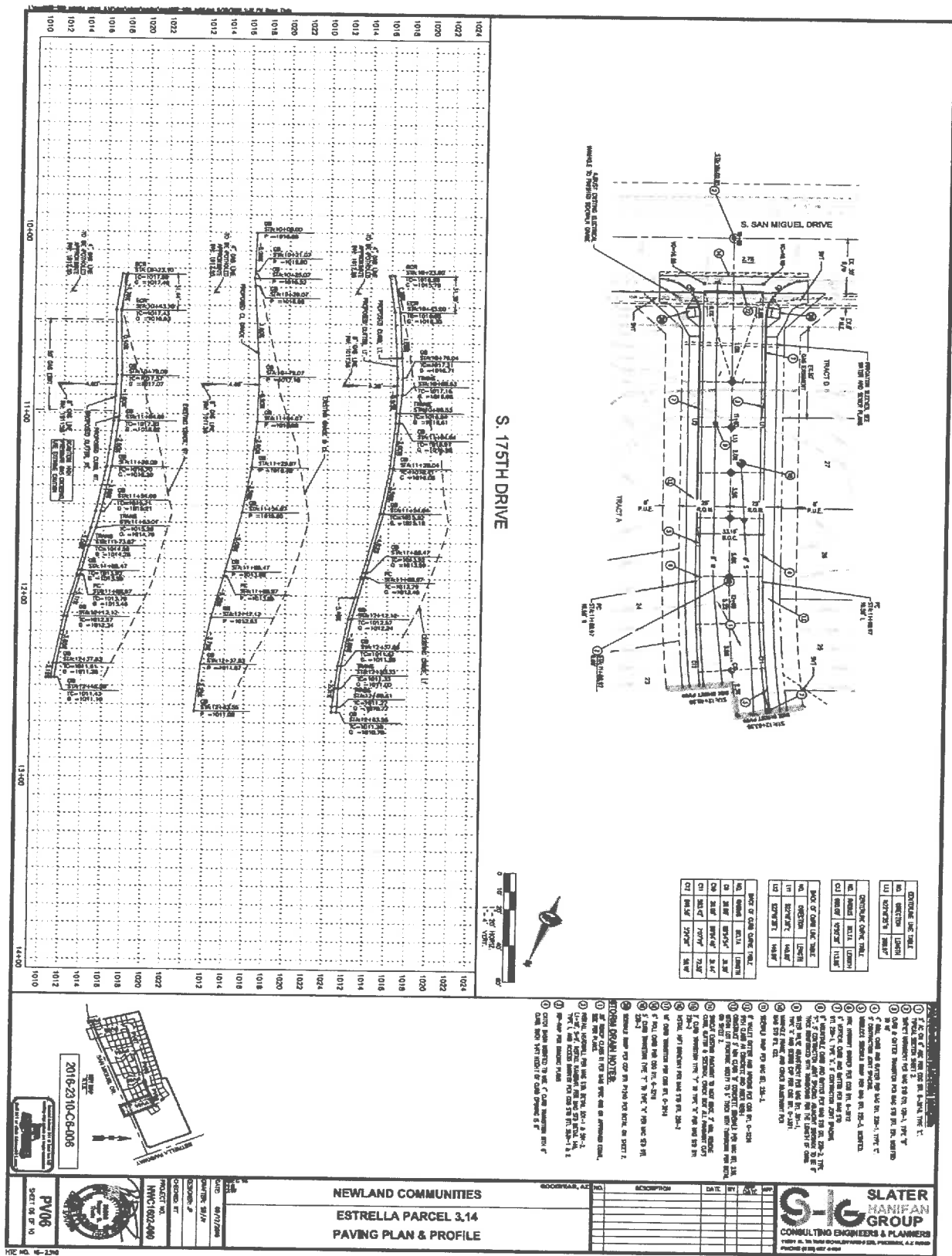
1. Construction, installation, operation, inspection, maintenance, repair, and replacement of the following facilities and the following work within the **PUE Use Area**:
 - a. Grading as shown on sheets GD03 and GD04, attached hereto and approved by the **City and Licensor**.

- b. Irrigation sleeves, pressurized irrigation lines and landscape material including shrubs and decomposed granite as shown on sheets L1.1, L1.3, L2.1 and L2.3, attached hereto and approved by the **City** and **Licensors**. The landscaping maintenance following the completion of the installation of the landscape materials shall include the replacement of shrubs from time to time and the maintenance of the irrigation lines, emitters, and raking and replacement of the decomposed granite.
2. The right of ingress and egress as needed for the installation construction, operation, inspection, maintenance, repair and replacement of the foregoing facilities and work within the **PUE Use Area**.

C. Specific Conditions/Covenants for Use in Use Areas:

- a. Such specific conditions as **Licensors** and **Licensee** agree are reasonably required in accordance with customary utility practice to ensure the safe construction and operation of **Licensors**'s natural gas pipeline facilities and **Licensee**'s waterline facilities. The following design and construction terms have been agreed upon by the Parties:
- b. **Licensee**, shall pothole **Licensors**'s line prior to commencing design. Design shall be based on pothole line elevation and meet minimum vertical distance requirements.
- c. **Licensee** shall deliver plans to **Licensors** for its reasonable review and comments prior to construction.
- d. Except for emergencies and for routine landscape maintenance not involving excavation, **Licensee**'s contractor shall notify **Licensors** a minimum of 48 hours (two working days) in advance of work commencing in the **Use Areas** with the date(s) and time(s) for construction in the **Use Areas**. **Licensors** shall have a representative present and onsite on the date(s) set for such work in the **Use Area**, to witness/observe contractor's work prior to, and during the period the natural gas distribution pipeline is exposed until the pipeline is backfilled. Should **Licensors**'s representative not be available, even if prior notice is given, no work shall commence until **Licensors**'s representative can be present at the **Use Area**. If after proper notification and confirming attendance, **Licensors**'s representative does not attend [excepting therefrom a Force Majeure event], then **Licensors** shall reimburse **Licensee** for all reasonable costs incurred by **Licensee**'s contractor for such associated downtime, including contractor's equipment and labor. **Licensee** shall make reasonable and diligent efforts to minimize contractor's downtime by moving, to the extent possible, contractor's crew/equipment to another job.
- e. **Licensee**'s contractor shall restore grade to as close to original grade as possible or to such grade as noted on the grading and paving plans as approved by **Licensors**.
- f. If **Licensors**'s line depth allows for crossing to be installed over the top of the **Licensors**'s **Facilities**, crossing shall be subject to the minimum clearances of **Licensors** and the **City**, whichever is the most stringent..

- g. Except as expressly provided in this **License**, no structures shall be constructed within the easement area.
- h. Water lines crossing **Licensors' Facilities** shall be installed per minimum vertical requirements of **Licensors** and the **City**, whichever is the most stringent.
- i. Backfill shall be per **City** standards, MAG (Maricopa Association of Governments), or **Licensors'** standards, whichever is most stringent. Paving repairs, if necessary to access **Licensors' Facilities**, shall not exceed MAG or **Licensors'** standards, whichever is most stringent. The **City** may not impose a no-cut restriction on **Licensors** within the **ROW Use Area** if access to **Licensors' Facilities** is required during the pendency of this **License**.
- j. **Licensee's** contractor shall promptly notify **Licensors** of any damage to **Licensors'** gas pipeline.
- k. No trees shall be installed within 10' of **Licensors'** gas pipeline. Only shallow root plants (with root depth less than twelve inches (12")) at maturity) may be planted within the **Use Areas** unless otherwise permitted in writing by **Licensors**.
- l. **Licensee** shall maintain a minimum clearance from the **Licensors'** pipeline of two (2) feet.
- m. No construction activities shall occur within the **Use Areas** unless engineering plans for the improvements to be constructed within the **Use Areas** have been approved by both **Licensors** and the **City**.
- n. All improvements constructed within the **Use Areas** shall be in conformance with the approved plans.



STATION	DATE	DESCRIPTION
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1017	10/1/10	1017
1018	10/1/10	1018
1019	10/1/10	1019
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2010-2310-C-008

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

NEWLAND COMMUNITIES
ESTRELLA PARCEL 3.14
PAVING PLAN & PROFILE

PROJECT NO.
HNC1802-000

DATE
06/17/2008

DESIGNED BY
DWYER, S.W.

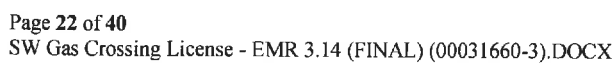
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J. J. JONES

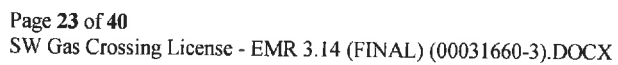
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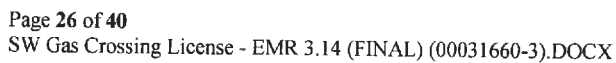
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06/17/2008

DESIGNED BY
DWYER, S.W.

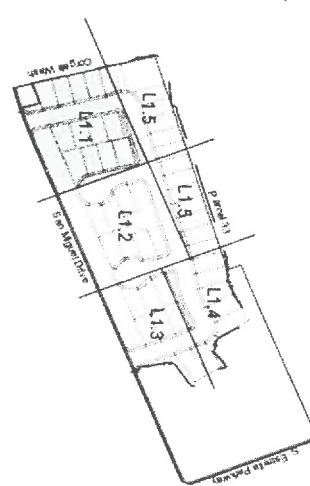
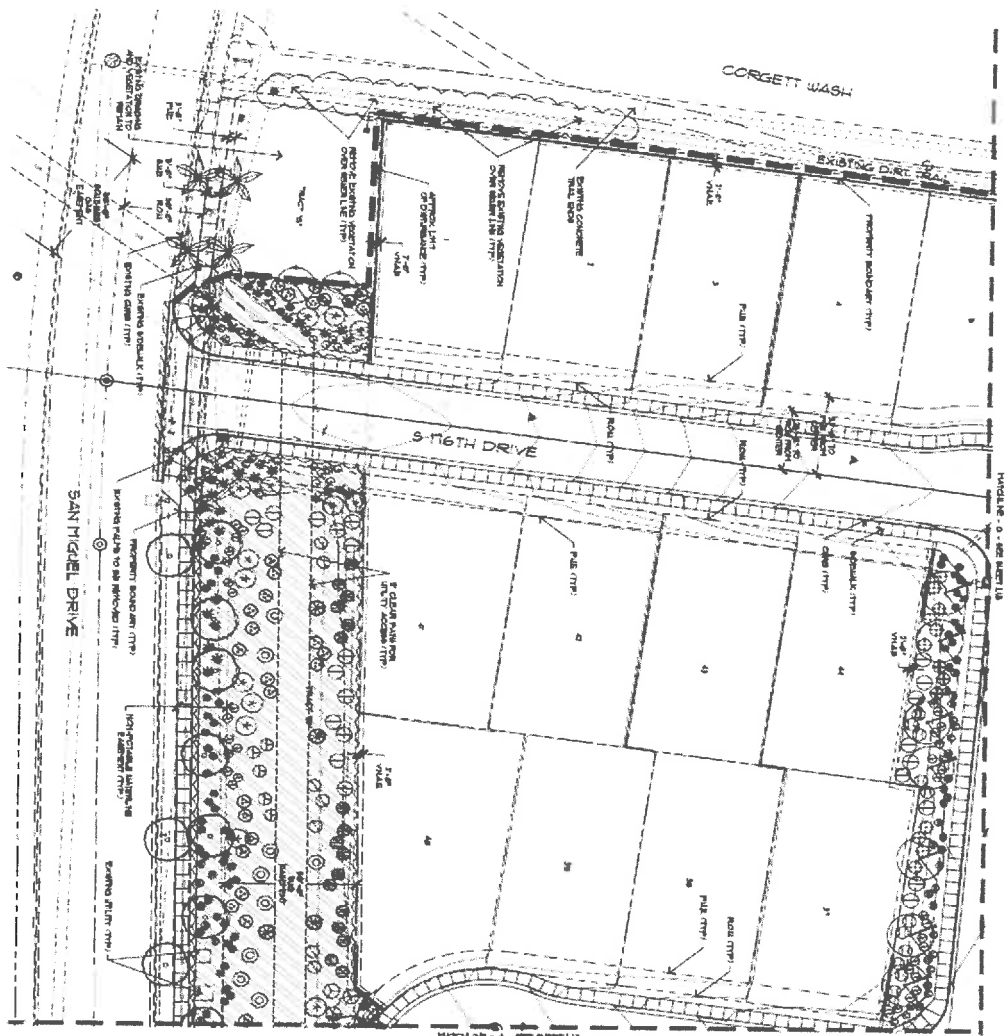
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TRACTS D, E & F



KEY MAP

PLANT SCHEDULE

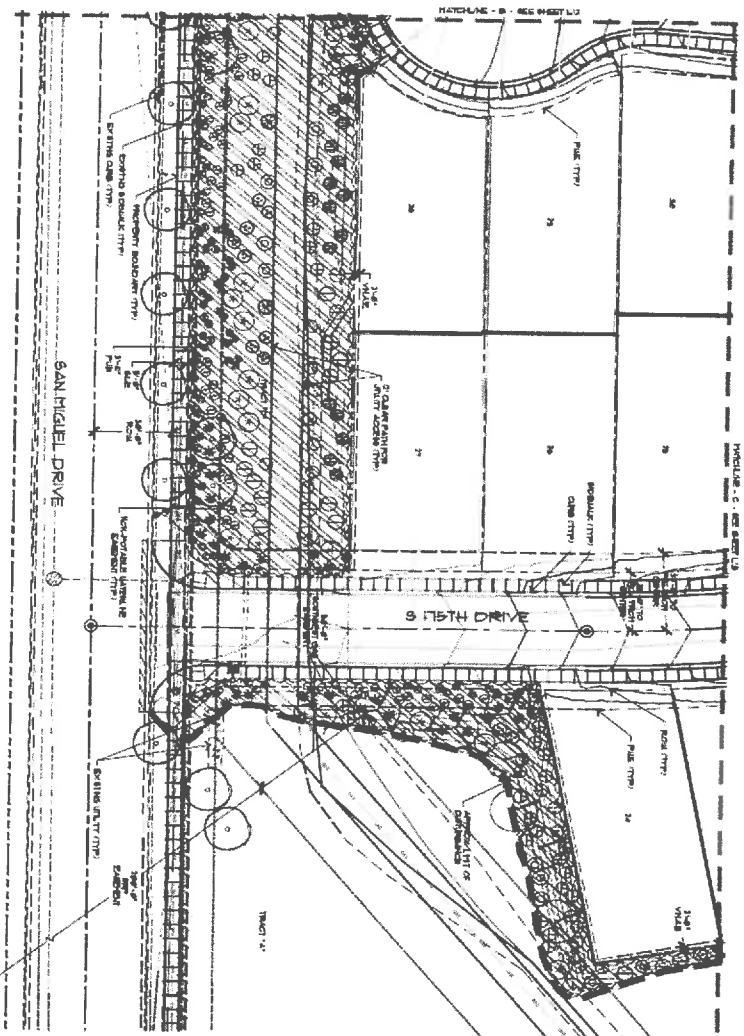
SYMBOL	PLANT NAME	QTY	REMARKS
1	Acacia saligna	1	As per plan
2	Adiantum species	1	As per plan
3	Agave americana	1	As per plan
4	Albizia leonensis	1	As per plan
5	Albizia leonensis	1	As per plan
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44	Albizia leonensis	1	As per plan
45	Albizia leonensis	1	As per plan
46	Albizia leonensis	1	As per plan
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53	Albizia leonensis	1	As per plan
54	Albizia leonensis	1	As per plan
55	Albizia leonensis	1	As per plan
56	Albizia leonensis	1	As per plan
57	Albizia leonensis	1	As per plan
58	Albizia leonensis	1	As per plan
59	Albizia leonensis	1	As per plan
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62	Albizia leonensis	1	As per plan
63	Albizia leonensis	1	As per plan
64	Albizia leonensis	1	As per plan
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68	Albizia leonensis	1	As per plan
69	Albizia leonensis	1	As per plan
70	Albizia leonensis	1	As per plan
71	Albizia leonensis	1	As per plan
72	Albizia leonensis	1	As per plan
73	Albizia leonensis	1	As per plan
74	Albizia leonensis	1	As per plan
75	Albizia leonensis	1	As per plan
76	Albizia leonensis	1	As per plan
77	Albizia leonensis	1	As per plan
78	Albizia leonensis	1	As per plan
79	Albizia leonensis	1	As per plan
80	Albizia leonensis	1	As per plan
81	Albizia leonensis	1	As per plan
82	Albizia leonensis	1	As per plan
83	Albizia leonensis	1	As per plan
84	Albizia leonensis	1	As per plan
85	Albizia leonensis	1	As per plan
86	Albizia leonensis	1	As per plan
87	Albizia leonensis	1	As per plan
88	Albizia leonensis	1	As per plan
89	Albizia leonensis	1	As per plan
90	Albizia leonensis	1	As per plan
91	Albizia leonensis	1	As per plan
92	Albizia leonensis	1	As per plan
93	Albizia leonensis	1	As per plan
94	Albizia leonensis	1	As per plan
95	Albizia leonensis	1	As per plan
96	Albizia leonensis	1	As per plan
97	Albizia leonensis	1	As per plan
98	Albizia leonensis	1	As per plan
99	Albizia leonensis	1	As per plan
100	Albizia leonensis	1	As per plan

Preliminary Landscape Plans

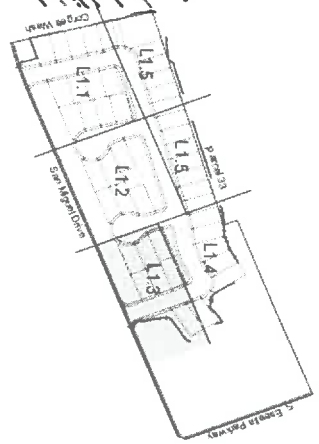
Parcel 3.14 - Landscape Plans
 Estrella Mountain Ranch
 Goodyear, Arizona Newland Communities



TRACTS A, C, D



KEY MAP



PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
1	Acacia saligna	Black Wattle	8'-10'	2	Native to Australia
2	Adiantum species	Maui Fern	8'-10'	1	Native to Hawaii
3	Aspidistra species	Aspidistra	8'-10'	1	Native to Hawaii
4	Banksia species	Banksia	8'-10'	1	Native to Australia
5	Calliandra species	Calliandra	8'-10'	1	Native to Australia
6	Chlorophytum species	Spider Plant	8'-10'	1	Native to South Africa
7	Cordia species	Cordia	8'-10'	1	Native to Central America
8	Dioscorea species	Dioscorea	8'-10'	1	Native to Central America
9	Euphorbia species	Euphorbia	8'-10'	1	Native to Central America
10	Ficus species	Ficus	8'-10'	1	Native to Central America
11	Guzmania species	Guzmania	8'-10'	1	Native to Central America
12	Hibiscus species	Hibiscus	8'-10'	1	Native to Central America
13	Ipomoea species	Ipomoea	8'-10'	1	Native to Central America
14	Jatropha species	Jatropha	8'-10'	1	Native to Central America
15	Leucaena species	Leucaena	8'-10'	1	Native to Central America
16	Maranta species	Maranta	8'-10'	1	Native to Central America
17	Melastoma species	Melastoma	8'-10'	1	Native to Central America
18	Miconia species	Miconia	8'-10'	1	Native to Central America
19	Passiflora species	Passiflora	8'-10'	1	Native to Central America
20	Peperomia species	Peperomia	8'-10'	1	Native to Central America
21	Philodendron species	Philodendron	8'-10'	1	Native to Central America
22	Platanus species	Platanus	8'-10'	1	Native to Central America
23	Podocarpus species	Podocarpus	8'-10'	1	Native to Central America
24	Portulaca species	Portulaca	8'-10'	1	Native to Central America
25	Psychotria species	Psychotria	8'-10'	1	Native to Central America
26	Rapanea species	Rapanea	8'-10'	1	Native to Central America
27	Ruellia species	Ruellia	8'-10'	1	Native to Central America
28	Scaevola species	Scaevola	8'-10'	1	Native to Central America
29	Senecio species	Senecio	8'-10'	1	Native to Central America
30	Strobilanthes species	Strobilanthes	8'-10'	1	Native to Central America
31	Tillandsia species	Tillandsia	8'-10'	1	Native to Central America
32	Tradescantia species	Tradescantia	8'-10'	1	Native to Central America
33	Uncaria species	Uncaria	8'-10'	1	Native to Central America
34	Valeriana species	Valeriana	8'-10'	1	Native to Central America
35	Xyris species	Xyris	8'-10'	1	Native to Central America
36	Yucca species	Yucca	8'-10'	1	Native to Central America
37	Zamia species	Zamia	8'-10'	1	Native to Central America
38	Zamia species	Zamia	8'-10'	1	Native to Central America
39	Zamia species	Zamia	8'-10'	1	Native to Central America
40	Zamia species	Zamia	8'-10'	1	Native to Central America

Preliminary Landscape Plans

L1.3

Parcel 3.14 - Landscape Plans
Estrella Mountain Ranch
Goodyear, Arizona
Newland Communities





SYMBOL DESCRIPTION

[illegible][illegible]

People are often asked to provide information about their health and behavior for a variety of reasons. For example, they may be asked to provide information for research purposes, to help in the diagnosis and treatment of a disease, or to help in the development of new treatments. In this article, we will discuss the importance of providing accurate and complete information, and the consequences of providing false or incomplete information.



DATE: PM/SH
TIME: 98
NAME: PAIRO
DOB: JULY 17TH 2006
AGE: 34/05/05
ADDRESS: 1000 S. GILBERT ST.
CITY: PHOENIX AZ 85006
PHONE: 602-441-1234

DELIVERED BY: MARCH
PAGE: 014

Parcel 3.14 - Landscape Plans
Estrella Mountain Ranch
Goodyear, Arizona Newland Communities



EXHIBIT D

(PUE Use Area)

LEGAL DESCRIPTION

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION
14, 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 CITY OF GOODYEAR BRASS CAP AT THE INTERSECTION OF SOUTH
ESTRELLA PARKWAY AND WEST SAN MIGUEL DRIVE, AS SHOWN ON "ESTRELLA PHASE
ONE MAP OF DEDICATION" RECORDED IN BOOK 318, PAGE 38, PER MARICOPA COUNTY
RECORDS.

THENCE, SOUTHWESTERLY ALONG THE MONUMENT LINE, ALSO BEING THE (BASIS OF
BEARING) OF SAID "ESTRELLA PHASE ONE MAP OF DEDICATION", SOUTH 67 DEGREES
41 MINUTES 25 SECONDS WEST, A DISTANCE OF 504.25 FEET;

THENCE, LEAVING SAID MONUMENT LINE, NORTH 22 DEGREES 18 MINUTES 35 SECONDS
WEST, A DISTANCE OF 48.51 FEET, TO A POINT ON THE SOUTH LINE OF A 50 FOOT
GAS EASEMENT AS RECORDED IN DOCUMENTS 98-0904102, 2001-0443698,
2001-0451869, 2001-0753945, & 2001-0753944, PER MARICOPA COUNTY RECORDS,
ALSO THE POINT OF BEGINNING;

THENCE, LEAVING SAID SOUTH LINE OF GAS EASEMENT, NORTH 22 DEGREES 18
MINUTES 35 SECONDS WEST, A DISTANCE OF 50.00 FEET, TO A POINT ON THE NORTH
LINE OF SAID GAS EASEMENT FROM WHICH THE NORTH-WEST CORNER OF SAID SECTION
14, BEING A G.I.O. BRASS CAP, BEARS NORTH 48 DEGREES 34 MINUTES 40 SECONDS
EAST, A DISTANCE OF 3153.23 FEET;

THENCE, NORTHEASTERLY ALONG THE PROJECTION LINE OF SAID NORTH LINE OF GAS
EASEMENT, NORTH 67 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.00
FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14,
BEING A BRASS CAP, BEARS NORTH 08 DEGREES 18 MINUTES 32 SECONDS EAST, A
DISTANCE OF 2177.71 FEET;

THENCE, SOUTH 22 DEGREES 18 MINUTES 35 SECONDS EAST A DISTANCE OF
50.00 FEET;

THENCE, SOUTH 67 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF
8.00 FEET, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 400 SQUARE FEET (0.009 ACRES), MORE OR
LESS, INCLUDING EASEMENTS OF RECORD IF ANY

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO



Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

ACCESS EASEMENT
GOODYEAR, ARIZONA

SHEET: 1 OF 2

DATE: 11/29/16

EXHIBIT

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALTON RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

NORTHWEST CORNER
SECTION 14, T1S, R2W
CITY OF GOODYEAR BRASS CAP

NORTH QUARTER CORNER
SECTION 14, T1S, R2W
BRASS CAP



EXPIRES 03/31/17

50' GAS ESMT. PER DOCS
98-0904102, 2001-0445698,
2001-0451869, 2001-0753945,
& 2001-0753944, M.C.R.

R=1370.00
L=853.96
Δ=35°42'51"

P.O.B.

N08°05'32"E
277.71

SOUTH
ESTRELLA
PARKWAY

839.67
S67°41'25"W 1343.93'

504.25'
WEST SAN MIGUEL DRIVE
(BASIS OF BEARING)

60' R/W PER 8K 318,
PG. 38, M.C.R.



LEGEND

- ACCESS EASEMENT LINE
- - - EX. SECTION LINE
- - - EX. R/W LINE
- - - EX. CENTERLINE OF R/W
- - - EX. EASEMENT LINE
- - - TIE LINE
- M.C.R. MARICOPA COUNTY RECORDS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- © CITY OF GOODYEAR BRASS CAP
(UNLESS OTHERWISE NOTED)

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N22°18'35"W	48.51'
L2	N22°18'35"W	50.00'
L3	N67°43'01"E	8.00'
L4	S22°18'35"E	50.00'
L5	S67°43'01"W	8.00'

Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

ACCESS EASEMENT
GOODYEAR, ARIZONA

SHEET: 2 OF 2

DATE: 11/29/16

LEGAL DESCRIPTION

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION 14, 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 CITY OF GOODYEAR BRASS CAP AT THE INTERSECTION OF SOUTH ESTRELLA PARKWAY AND WEST SAN MIGUEL DRIVE, AS SHOWN ON "ESTRELLA PHASE ONE MAP OF DEDICATION" RECORDED IN BOOK 318, PAGE 38, PER MARICOPA COUNTY RECORDS;

THENCE, SOUTHWESTERLY ALONG THE MONUMENT LINE, ALSO BEING THE (BASIS OF BEARING) OF SAID "ESTRELLA PHASE ONE MAP OF DEDICATION", SOUTH 87 DEGREES 41 MINUTES 25 SECONDS WEST, A DISTANCE OF 554.25 FEET;

THENCE, LEAVING SAID MONUMENT LINE, NORTH 22 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 48.53 FEET, TO A POINT ON THE SOUTH LINE OF A 50 FOOT GAS EASEMENT AS RECORDED IN DOCUMENTS 98-0904102, 2001-0445698, 2001-0451889, 2001-0753945, & 2001-0753944, PER MARICOPA COUNTY RECORDS, ALSO THE POINT OF BEGINNING;

THENCE, SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID GAS EASEMENT, SOUTH 67 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE, LEAVING SAID SOUTH LINE OF GAS EASEMENT, NORTH 22 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 50.00 FEET, TO A POINT ON THE NORTH LINE OF SAID GAS EASEMENT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A G.I.C. BRASS CAP, BEARS NORTH 47 DEGREES 37 MINUTES 31 SECONDS EAST, A DISTANCE OF 3127.97 FEET;

THENCE, NORTHEASTERLY ALONG THE PROJECTION LINE OF SAID NORTH LINE OF GAS EASEMENT, NORTH 67 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP, BEARS NORTH 09 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 2207.79 FEET;

THENCE, SOUTH 22 DEGREES 18 MINUTES 35 SECONDS EAST, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 400 SQUARE FEET (0.009 ACRES), MORE OR LESS, INCLUDING EASEMENTS OF RECORD IF ANY

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO



EXPIRES 02/29/17

Westwood

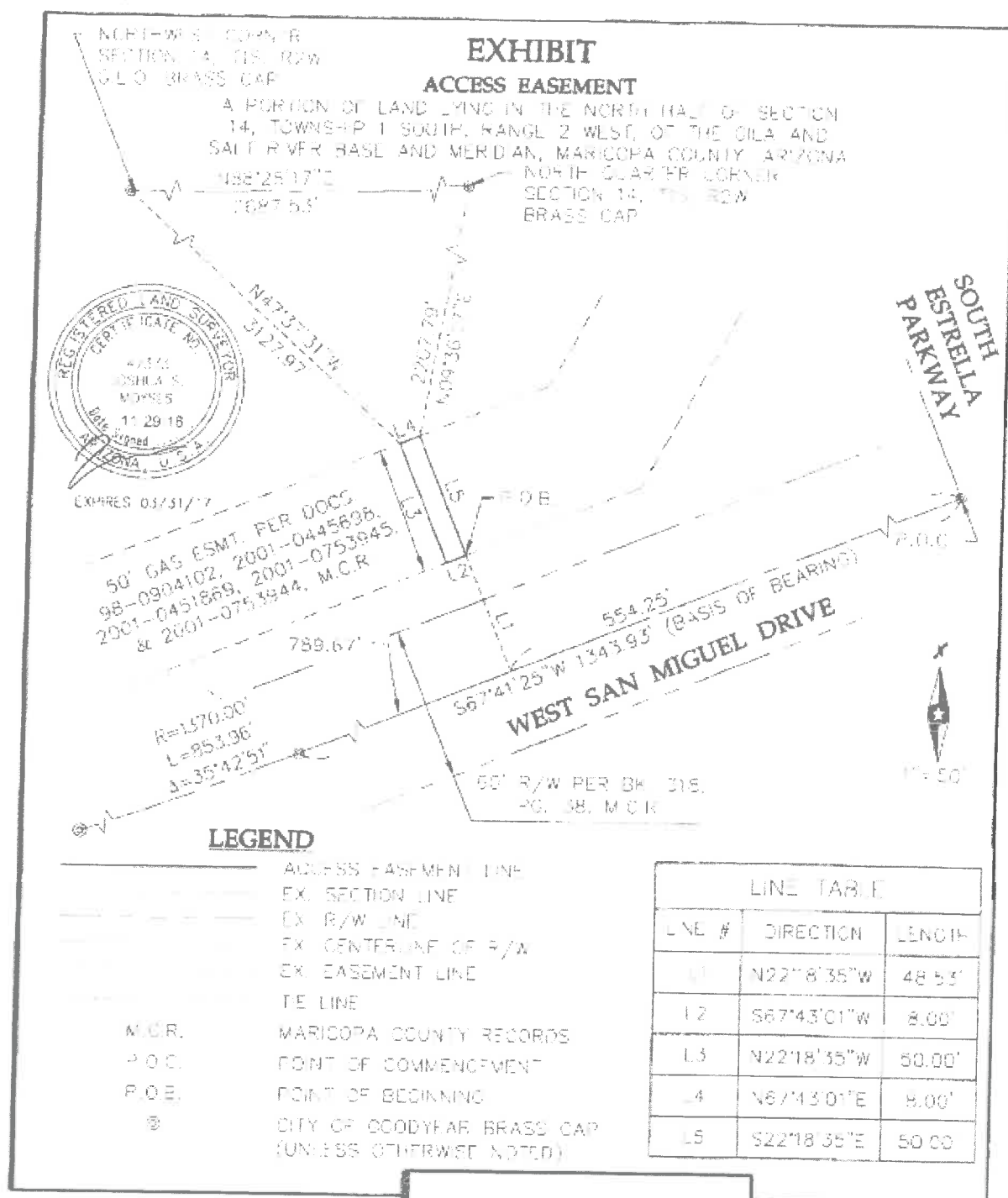
6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

ACCESS EASEMENT
GOODYEAR, ARIZONA

SHEET: 1 OF 2

DATE: 11/29/16



Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

**ACCESS EASEMENT
GOODYEAR, ARIZONA**

SHEET: 2 OF 2

DATE: 11/29/16

LEGAL DESCRIPTION

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION
14, 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 CITY OF GOODYEAR BRASS CAP FROM WHICH A CITY OF GOODYEAR
BRASS CAP AT THE INTERSECTION OF SOUTH ESTRELLA PARKWAY AND WEST SAN
MIGUEL DRIVE, AS SHOWN ON "ESTRELLA PHASE ONE MAP OF DEDICATION" RECORDED
IN BOOK 318, PAGE 38, PER MARICOPA COUNTY RECORDS, ALSO BEING THE (BASIS OF
BEARING) BEARS NORTH 67 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF
1343.93 FEET, ALSO BEING A POINT OF CURVATURE;

THENCE, SOUTHWESTERLY ALONG SAID MONUMENT LINE, ALSO BEING A TANGENT CURVE
TO THE RIGHT WHOSE RADIUS IS 1370.00 FEET, THROUGH A DELTA ANGLE OF 01
DEGREE 36 MINUTES 44 SECONDS, A LENGTH OF 38.55 FEET;

THENCE, LEAVING SAID MONUMENT LINE, NORTH 20 DEGREES 41 MINUTES 51 SECONDS
WEST, A DISTANCE OF 49.62 FEET, TO A POINT ON THE SOUTH LINE OF A 50 FOOT
GAS EASEMENT AS RECORDED IN DOCUMENTS 98-0904102, 2001-0445698,
2001-0451869, 2001-0753945, & 2001-0753944, PER MARICOPA COUNTY RECORDS,
ALSO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH LINE OF GAS EASEMENT, NORTH 14 DEGREES 28
MINUTES 52 SECONDS WEST, A DISTANCE OF 50.27 FEET, TO A POINT ON THE NORTH
LINE OF SAID GAS EASEMENT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION
14, BEING A G.I.O. BRASS CAP, BEARS NORTH 32 DEGREES 50 MINUTES 39 SECONDS
WEST, A DISTANCE OF 2874.63 FEET;

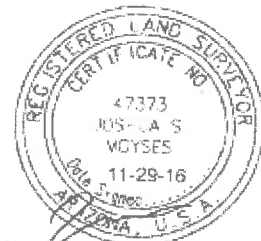
THENCE, NORTHEASTERLY ALONG SAID NORTH LINE OF GAS EASEMENT, NORTH 69
DEGREES 35 MINUTES 26 SECONDS EAST, A DISTANCE OF 8.04 FEET TO A POINT FROM
WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP,
BEARS NORTH 24 DEGREES 16 MINUTES 09 SECONDS EAST, A DISTANCE OF 2724.82
FEET;

THENCE LEAVING SAID NORTH LINE OF GAS EASEMENT, SOUTH 14 DEGREES 28
MINUTES 52 SECONDS EAST, A DISTANCE OF 50.27 FEET, TO A POINT ON THE SOUTH
LINE OF SAID GAS EASEMENT,

THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF GAS EASEMENT,
SOUTH 69 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE
OF 8.04 FEET, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 402 SQUARE FEET (0.009 ACRES).
MORE OR LESS, INCLUDING EASEMENTS OF RECORD IF ANY

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HEREOF.



EXPIRES 11/29/17

Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

**ACCESS EASEMENT
GOODYEAR, ARIZONA**

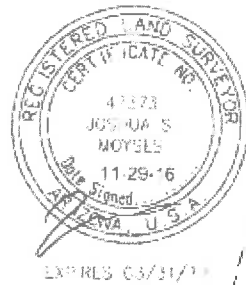
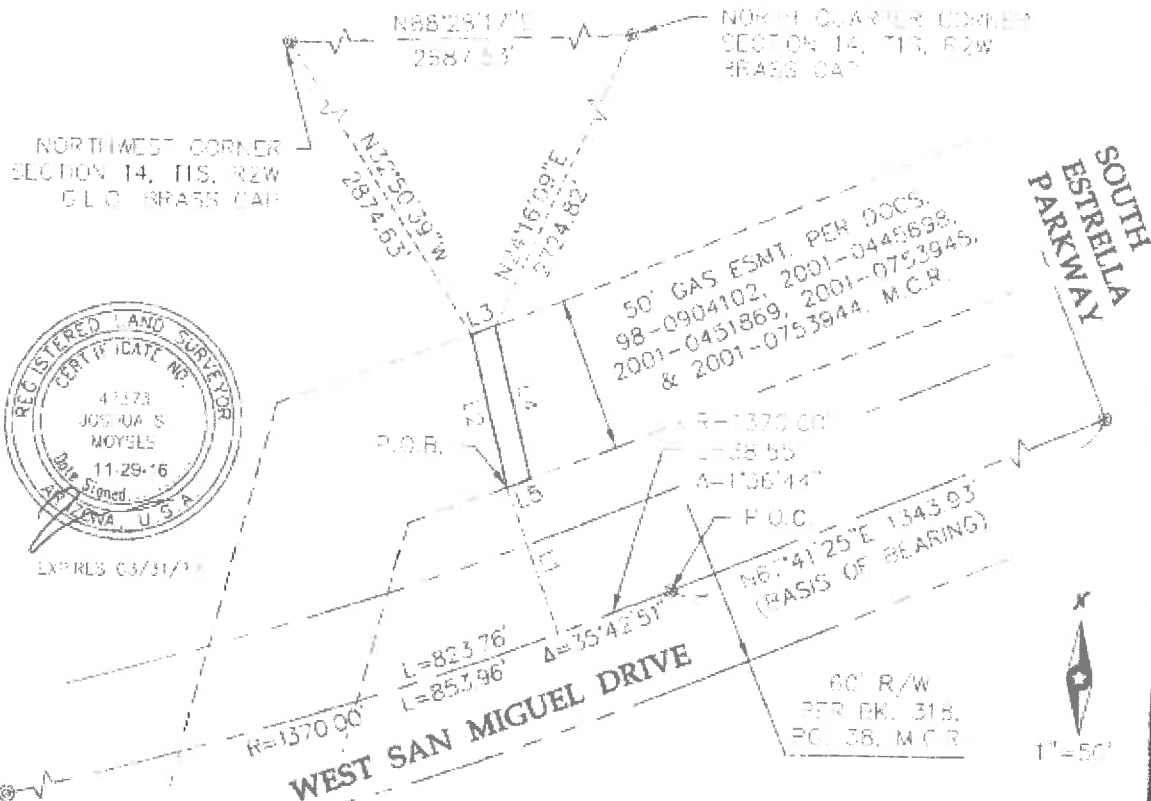
SHEET: 1 OF 2

DATE: 11/29/16

EXHIBIT

ACCESS EASEMENT

LAND LYING IN THE NORTH HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY ARIZONA



LEGEND

- ACCESS EASEMENT LINE
- EX. SECTION LINE
- EX. R/W LINE
- EX. CENTERLINE OF R/W
- EX. EASEMENT LINE
- TIE LINE
- M.C.R. MARICOPA COUNTY RECORDS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- City of Goodyear BRASS CAP (UNLESS OTHERWISE NOTED)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N20°41'51"W	49.62'
L2	N14°28'52"W	50.27'
L3	N69°35'26"E	8.04'
L4	S14°28'52"W	50.27'
L5	S69°35'26"W	8.04'

Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

ACCESS EASEMENT
GOODYEAR, ARIZONA

SHEET: 2 OF 2

DATE: 11/29/16

LEGAL DESCRIPTION

ACCESS EASEMENT

A PORTION OF LAND LYING IN THE NORTH HALF OF SECTION 14, 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 CITY OF GOODYEAR BRASS CAP FROM WHICH A CITY OF GOODYEAR BRASS CAP AT THE INTERSECTION OF SOUTH ESTRELLA PARKWAY AND WEST SAN MIGUEL DRIVE, AS SHOWN ON "ESTRELLA PHASE ONE MAP OF DEDICATION" RECORDED IN BOOK 518, PAGE 38, PER MARICOPA COUNTY RECORDS, ALSO BEING THE (BASIS OF BEARING) BEARS NORTH 67 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1343.93 FEET, ALSO BEING A POINT OF CURVATURE;

THENCE, SOUTHWESTERLY ALONG SAID MONUMENT LINE, ALSO BEING A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 1370.00 FEET, THROUGH A DELTA ANGLE OF 03 DEGREE 47 MINUTES 34 SECONDS, A LENGTH OF 90.69 FEET;

THENCE, LEAVING SAID MONUMENT LINE, NORTH 18 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 48.91 FEET, TO A POINT ON THE SOUTH LINE OF A 50 FOOT GAS EASEMENT AS RECORDED IN DOCUMENTS 98-0904102, 2001-0445698, 2001-0451869, 2001-0753945, & 2001-0753944, PER MARICOPA COUNTY RECORDS, ALSO THE POINT OF BEGINNING;

THENCE, SOUTHWESTERLY ALONG THE PROJECTION LINE OF SAID SOUTH LINE OF GAS EASEMENT, SOUTH 69 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE OF 8.04 FEET;

THENCE, NORTH 14 DEGREES 28 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.27 FEET, TO A POINT ON THE NORTH LINE OF SAID GAS EASEMENT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A G.L.D. BRASS CAP, BEARS NORTH 31 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 2862.64 FEET;

THENCE, NORTHEASTERLY ALONG SAID NORTH LINE OF GAS EASEMENT, NORTH 69 DEGREES 35 MINUTES 26 SECONDS EAST, A DISTANCE OF 8.04 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP, BEARS NORTH 25 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 2768.13 FEET;

THENCE, LEAVING SAID NORTH LINE OF GAS EASEMENT, SOUTH 14 DEGREES 28 MINUTES 52 SECONDS EAST, A DISTANCE OF 50.27 FEET, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 402 SQUARE FEET (0.009 ACRES), MORE OR LESS, INCLUDING EASEMENTS OF RECORD IF ANY.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Westwood Professional Services, Inc.

**ACCESS EASEMENT
GOODYEAR, ARIZONA**

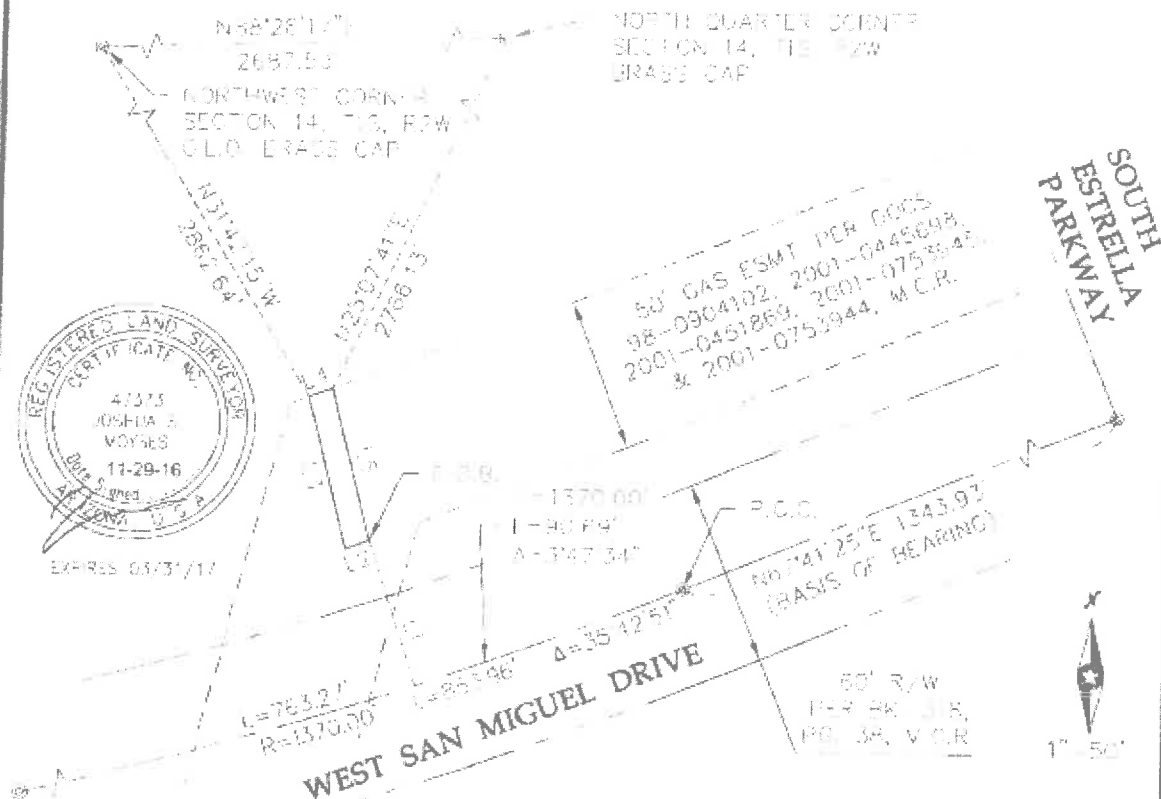
SHEET: 1 OF 2

DATE: 11/29/16

EXHIBIT

ACCESS EASEMENT

LAND LYING IN THE NORTH HALF OF SECTION 14, TOWNSHIP
1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LEGEND

---	ACCESS EASEMENT LINE
---	EX. SECTION LINE
---	EX. R/W LINE
---	EX. CENTERLINE OF R/W
---	EX. EASEMENT LINE
---	TIE LINE
M.C.R.	MARICOPA COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
⊙	CITY OF GOODYEAR BRASS CAP (UNLESS OTHERWISE NOTED)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N18°31'01"W	48.91'
L2	S69°35'26"W	8.04'
L3	N14°28'52"W	50.27'
L4	N69°35'26"E	8.04'
L5	S14°28'52"E	50.27'

Westwood

6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
Westwood Professional Services, Inc.

ACCESS EASEMENT
GOODYEAR, ARIZONA

SHEET: 2 OF 2
DATE: 11/29/16

EXHIBIT E
(Southwest Gas Approval Letter)



SOUTHWEST GAS CORPORATION

October 26, 2016

Newland Communities
Mr. R. Stuart Barney, P.E.
5090 N. 40th St., Suite 210
Phoenix, AZ 85018

SUBJECT: NNP III-Estrella Mountain Ranch, LLC ("Newland")
 Estrella Mountain Communities Parcel 3.14

Dear Mr. Barney:

Southwest Gas Corporation (Southwest Gas) has reviewed the revised improvement plans regarding the above-referenced development and the existing natural gas distribution facilities within the fifty-foot wide Southwest Gas easement on Assessor Parcel # 400-03-960. Based on review of the plans for a proposed water line dated September 12, 2016, the previously-identified conflicts with the natural gas facilities and encroachments have been addressed. Similar to previous crossings, a consent agreement to encroach and a license for concurrent use will be required ("Crossing License").

A minimum of thirty-six inches of cover from top of pipe to finished elevation above the pipe, including paving if for road, street, or driveway purposes, must be provided. Construction and installation of the water line must be consistent with the September 12, 2016 plans. All other restrictions against any other structures being placed in the easement area or use that would interfere with the natural gas facilities or access by Southwest Gas must be observed; as well as the other terms and conditions of the Crossing License.

If the water line is to be conveyed to a third party, such third party must be included in the Crossing License.

Please also be aware that there may be abandoned steel gas lines within your project limits that are potentially coated or wrapped with unidentified materials. Southwest Gas treats all of its steel gas pipe with unidentified coating/wrapping materials as potentially containing asbestos or other materials now deemed hazardous. Accordingly, whenever such pipe is discovered and in direct conflict and requires removal, it may only be handled by one of Southwest Gas's NESHAP certified contractors. The costs associated

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with such removal will be the responsibility of the developer. Please contact Southwest Gas not less than 10 days in advance to coordinate any removal.

Thank you for your cooperation on this project. We look forward to working with you as the subject development continues.

This review is only valid for 90 days, if your project does not start within that time frame or if the scope of work changes; please resubmit plans for additional review. Please contact either Valerie Gallardo-Weller at 602-484-5342 (valerie.gallardo-weller@swgas.com); or me if you have any questions or need additional information.

Respectfully,

Jeremy Elser
Supervisor/Engineering
Mail Station 420-586
(602) 484-5649