

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)

### NON-EXCLUSIVE WATER LINE EASEMENT

GRANTOR:

**GOODYEAR ESTRELLA, LLC, a  
California limited liability company**

GRANTEE:

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

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GOODYEAR ESTRELLA, LLC, a California limited liability company** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors and assigns (collectively "GRANTEE") a perpetual Non-Exclusive Water Line Easement. The Non-Exclusive Water Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground water lines and appurtenances (the "Water Line Facilities") within and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), together with the reasonable 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, tenants, business invitees and permittees and assigns the right to use the real property described in Exhibit "A" for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not unreasonably interfere with or endanger any of the City's improvements constructed within, on, across, over or under the real property described in Exhibit "A", which may include, without limitation, installing landscaping, street and parking improvements upon the surface of the Easement Area. 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 real property described in Exhibit "A".

GRANTEE shall be responsible for the operation of any Water Line Facilities constructed within the Easement Area. Grantee shall keep the Easement Area in a good, clean and lien-free condition, and shall not unreasonably interfere with the use of the Easement Area by Grantor and its successors, tenants, business invitees and permittees, and assigns.

Notwithstanding the foregoing, during any applicable statutory warranty period, GRANTOR shall be responsible for any warranty repairs to any Water Line Facilities constructed by GRANTOR, until such time as GRANTEE accepts the Water Line Facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"), provided, however, the need for such work is not caused by GRANTEE'S operation of such Water Line Facilities. Upon Acceptance of the Water Line Facilities, GRANTEE shall be responsible for the maintenance, inspection, modification, repair, removal and/or replacement of the Water Line Facilities constructed by GRANTOR.

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

GRANTEE shall repair and replace (at its cost) any landscaping, paving or other improvement that are damaged or destroyed during GRANTEE's operation and maintenance of the Water Line Facilities, subject to GRANTOR's reasonable approval of the repairs and replacements. Any such repair or replacement shall be performed in a good, lien-free and timely manner.

This Non-Exclusive Water Line Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

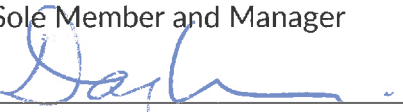
IN WITNESS WHEREOF, this instrument is executed this 9th day of April, 2018.

*Signatures, Acknowledgements and Exhibits on Following Pages*

GRANTOR:

**GOODYEAR ESTRELLA, LLC, a California limited liability company**

By: Western Retail Holdings, LLC  
A California Limited Liability company  
Its: Sole Member and Manager

By: 

Name: Danny Kurian

Its: Manager Date: 04/09/2018

State of California )  
 )ss.  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(Insert Name and Title of the Officer)

personally appeared Danny Kurian  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY  
under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**PLEASE SEE  
ATTACHMENT  
FOR NOTARY**

My Commission Expires:

*Signatures, Acknowledgements and Exhibits on Following Pages*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

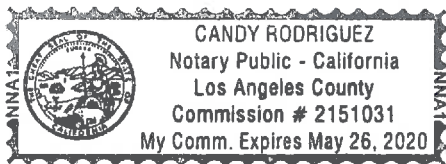
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Los Angeles )  
 On 04/09/2018 before me, CANDY RODRIGUEZ, NOTARY PUBLIC,  
 Date Here Insert Name and Title of the Officer  
 personally appeared DANIEL KURIAN  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: EASEMENT

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation,  
the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

The foregoing instrument (Non-Exclusive Water Line Easement) was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

*Exhibit(s) on Following Page(s)*

EXHIBIT "A"  
PAGE 1 OF 4

LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GLO BRASS CAP IN HAND HOLE, BEING THE WEST ONE-QUARTER CORNER OF SECTION 8, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, BEARS NORTH 00°23'15" WEST, A DISTANCE OF 2,638.69 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION NORTH 00°23'15" WEST, A DISTANCE OF 1,585.14 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89°36'45" EAST, A DISTANCE OF 83.00 FEET, TO A POINT ON THE EAST LINE OF AN EXISTING 8' PUBLIC UTILITY EASEMENT, PER BOOK 553 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDS, AND ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID EXISTING PUBLIC UTILITY EASEMENT, NORTH 00°23'15" WEST, A DISTANCE OF 8.00 FEET;

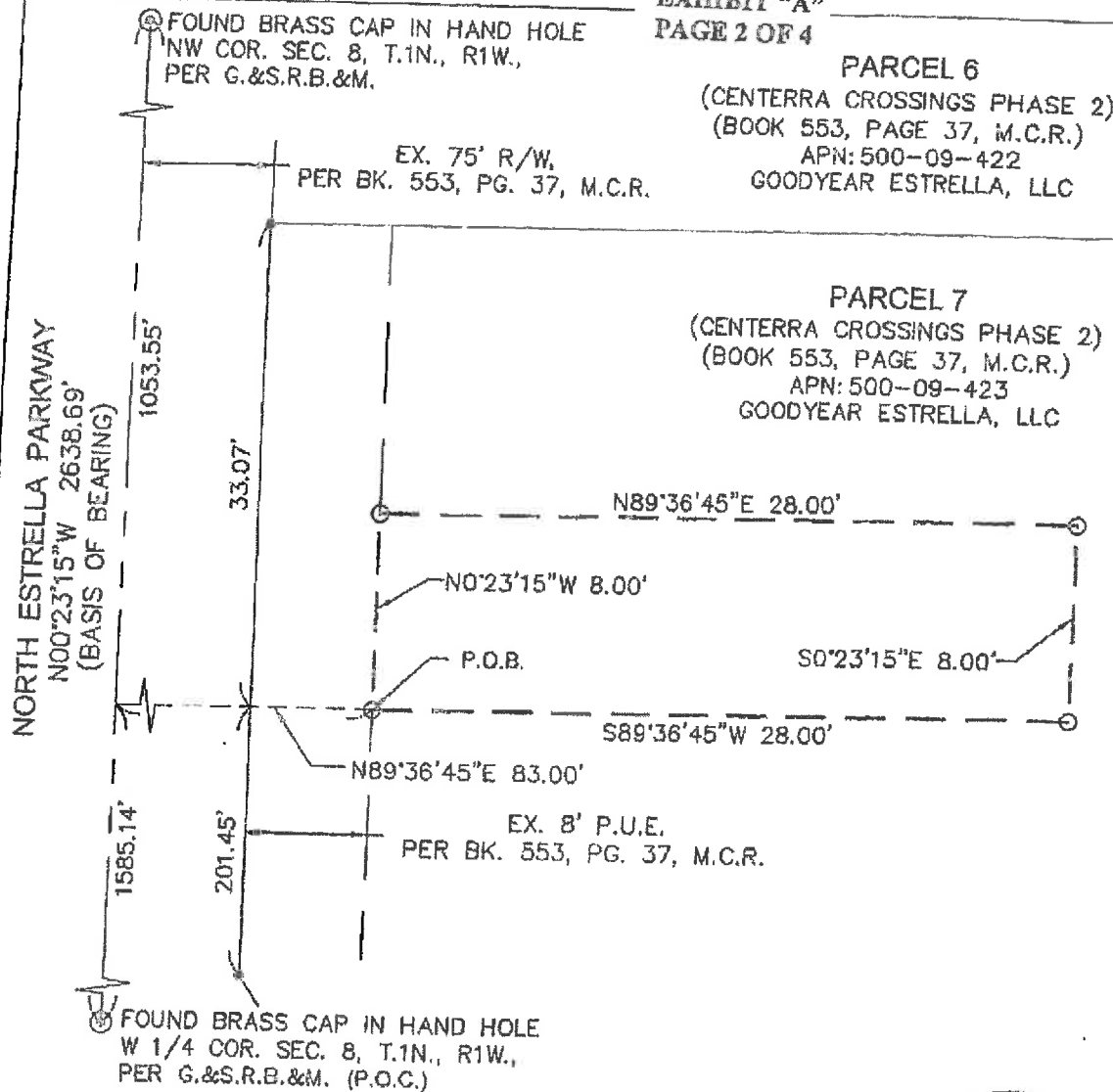
THENCE LEAVING SAID EAST PUBLIC UTILITY EASEMENT LINE, NORTH 89°36'45" EAST, A DISTANCE OF 28.00 FEET;

THENCE SOUTH 00°23'15" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89°36'45" WEST, A DISTANCE OF 28.00 FEET, TO THE POINT OF BEGINNING.

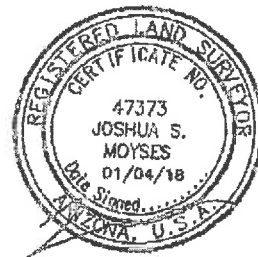
SAID PARCEL CONTAINS 224 SQUARE FEET OR (0.0051) ACRES, MORE OR LESS.

EXHIBIT "A"  
PAGE 2 OF 4



**LEGEND**

- P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
P.U.E. PUBLIC UTILITY EASEMENT  
EX. R/W EXISTING RIGHT-OF-WAY
- PROPOSED EASEMENT LINE  
— EXISTING RIGHT-OF-WAY LINE  
— MONUMENT LINE  
— PARCEL LINE



EXPIRES 03/31/20

UTILITY  
EASEMENT  
EXHIBIT B



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

DRAWN	JD
CHECKED	JSM
SCALE	NTS
DATE	01/04/18
PAGE	2 OF 2

EXHIBIT "A"  
PAGE 3 OF 4

LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GLO BRASS CAP IN HAND HOLE, BEING THE WEST ONE-QUARTER CORNER OF SECTION 8, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, BEARS NORTH 00°23'15" WEST, A DISTANCE OF 2,638.69 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION NORTH 00°23'15" WEST, A DISTANCE OF 1,318.69 FEET, TO THE MONUMENT LINE OF WEST CENTERRA;

THENCE ALONG SAID MONUMENT LINE, NORTH 89°36'45" EAST, A DISTANCE OF 379.59 FEET;

THENCE LEAVING SAID MONUMENT LINE, NORTH 00°23'15" WEST, A DISTANCE OF 70.00 FEET, TO THE NORTH LINE OF A 30' LANDSCAPE, SETBACK & PUBLIC PEDESTRIAN ACCESS EASEMENT, PER BOOK 553 OF MAPS, PAGE 37, MARICOPA COUNTY RECORDER, AND ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID EASEMENT LINE, SOUTH 89°36'45" WEST, A DISTANCE OF 4.00 FEET;

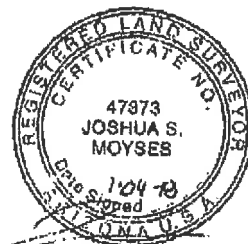
THENCE LEAVING SAID EASEMENT LINE, NORTH 00°23'15" WEST, A DISTANCE OF 4.11 FEET;

THENCE NORTH 89°36'45" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 00°23'15" EAST, A DISTANCE OF 4.11 FEET, TO A POINT ON THE SAID EASEMENT LINE;

THENCE ALONG SAID EASEMENT LINE, SOUTH 89°36'45" WEST, A DISTANCE OF 4.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 33 SQUARE FEET OR (0.0008) ACRES, MORE OR LESS.





# EXHIBIT "A"

PAGE 4 OF 4

