

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)

SEWER LINE EASEMENT

GRANTOR:

NNP III – EMR 3, LLC, a Delaware
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 are hereby acknowledged, NNP III – EMR 3, LLC, a Delaware limited liability company (“GRANTOR”), does hereby grant and convey to the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, its successors and assigns (collectively “GRANTEE”), a perpetual easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground sewer lines and appurtenances thereto (the “Sewer Line Facilities”) under, on, over, and across the real property described in Exhibit “A,” attached hereto and incorporated herein (the “Easement Area”), together with the right of access to the easement and for the Easement Area for these purposes.

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. The rights granted hereunder are subject to and subordinate to the rights granted Tucson Electric Power Company under that certain Right-of-Way Easement recorded in the official records of the Maricopa County Recorder on May 20, 1988 at instrument 88-243783.

GRANTOR reserves for itself, its successors and assigns the right to use the real property described in Exhibit “A” for purposes that are not inconsistent with the City’s easement rights conveyed herein and that do not interfere with or endanger any of the Sewer Line Facilities within, on, across, over or under the Easement Area. GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, grant to any other party the right to locate, erect, construct, any building or other structure, underground facilities, or drill any well within the Easement Area.

GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Sewer Line Facilities constructed within the Easement Area by GRANTOR, until such time as GRANTEE accepts such Sewer Line Facilities, in writing, following the expiration of the applicable warranty period (“Acceptance”), except GRANTEE shall be responsible to perform any such work to the extent caused by GRANTEE’S negligent or intentional wrongful actions. Upon Acceptance of any Sewer Line Facilities, GRANTEE thereafter

shall be responsible for the operation, maintenance, inspection, modification, repair, removal and/or replacement of such Sewer Line Facilities.

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, resulting from the negligent exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns.

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

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, this Sewer Line Easement instrument is executed as of this
_____ day of _____, 2018.

GRANTOR:

NNP III - EMR 3, LLC,
a Delaware limited liability company

By: 

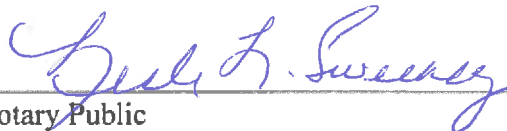
Name: William M. Olson

Its: Senior Vice President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Sewer Line Easement) was acknowledged before me this 12th
day of April, 2018 by William M. Olson, as Senior Vice President of NNP III -
EMR 3, LLC, a Delaware limited liability company, on behalf of said company.




Notary Public

ACCEPTED by the CITY OF GOODYEAR, ARIZONA , an Arizona municipal corporation, as of the _____ day of _____, 2018.

GRANTEE:

CITY OF GOODYEAR, ARIZONA,
An Arizona municipal corporation

By: _____

Name: _____

Its: _____

State of Arizona)
)ss.

County of Maricopa)

The foregoing instrument (Exclusive Sewer 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

In accordance with that certain Right of Way Easement recorded in the official records of the Maricopa County Recorder on May 20, 1988 at instrument 88-243783, the undersigned hereby consents to the foregoing Sewer Line Easement.

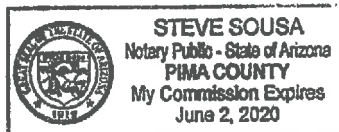
TUCSON ELECTRIC POWER COMPANY,
an Arizona corporation

By: Cory Pinter
Name: Cory Pinter
Its: Supervisor, Land Resources

State of Arizona)
)ss.
County of PIMA)

The foregoing instrument (Sewer Line Easement) was acknowledged before me this 12th day of APRIL, 2018 by Cory Pinter, as SUPERVISOR of TUCSON ELECTRIC POWER COMPANY, an Arizona corporation, on behalf of said corporation.

[Signature]
Notary Public



Exhibit(s) on Following Page(s)

EXHIBIT A TO SEWER LINE EASEMENT

LEGAL DESCRIPTION

LEGAL DESCRIPTION SEWER EASEMENT APN 400-03-018E

A parcel of land lying in the Southwest Quarter of Section 1, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being more particularly described as follows;

COMMENCING at the General Land Office (GLO) brass cap found on pipe at the Southwest Corner of said Section 1, from which the aluminum cap found flush at the West Quarter Corner of said Section 1 bears North 00 degrees 39 minutes 35 seconds East a distance of 2,606.17 feet, said line being the West line of the said Southwest Quarter of Section 1, and said line being the basis of bearings of this description;

Thence along said West line of the Southwest Quarter, North 00 degrees 39 minutes 35 seconds East a distance of 1,969.72 feet to a point;

Thence South 89 degrees 20 minutes 25 seconds East a distance of 943.53 feet to the POINT OF BEGINNING;

Thence North 10 degrees 26 minutes 21 seconds East a distance of 20.00 feet to a point;

Thence South 79 degrees 33 minutes 39 seconds East a distance of 19.49 feet to a point;

Thence North 55 degrees 26 minutes 21 seconds East a distance of 30.37 feet to a point;

Thence North 66 degrees 41 minutes 21 seconds East a distance of 100.42 feet to a point;

Thence North 77 degrees 56 minutes 21 seconds East a distance of 70.58 feet to a point;

Thence South 79 degrees 33 minutes 39 seconds East a distance of 106.80 feet to a point;

Thence South 34 degrees 33 minutes 39 seconds East a distance of 50.02 feet to a point;

Thence South 12 degrees 03 minutes 39 seconds East a distance of 26.26 feet to a point;

Thence South 10 degrees 26 minutes 21 seconds West a distance of 30.97 feet to a point;

Thence South 35 degrees 27 minutes 13 seconds East a distance of 6.88 feet to a point;

Thence North 84 degrees 02 minutes 05 seconds West a distance of 5.92 feet to a point;

Thence South 21 degrees 29 minutes 33 seconds West a distance of 18.57 feet to a point;

1/11/2018

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848.012A

P:\800\848002 Newland - Estrella Ranch Parcels Ce & Cw\D_PRODUCTION\Survey\S05_Legal
Descriptions\SewerEasement-ParcelA3_rev2.docx

Thence North 35 degrees 27 minutes 13 seconds West a distance of 21.55 feet to a point;
Thence North 10 degrees 26 minutes 21 seconds East a distance of 35.46 feet to a point;
Thence North 12 degrees 03 minutes 39 seconds West a distance of 18.31 feet to a point;
Thence North 34 degrees 33 minutes 39 seconds West a distance of 37.76 feet to a point;
Thence North 79 degrees 33 minutes 39 seconds West a distance of 94.54 feet to a point;
Thence South 77 degrees 56 minutes 21 seconds West a distance of 64.63 feet to a point;
Thence South 66 degrees 41 minutes 21 seconds West a distance of 96.48 feet to a point;
Thence South 55 degrees 26 minutes 21 seconds West a distance of 36.68 feet to a point;
Thence North 79 degrees 33 minutes 39 seconds West a distance of 27.78 feet to the POINT OF BEGINNING.

Containing an area of 8,697 SQUARE FEET or 0.200 ACRES, more or less.

See attached Exhibit "B" drawing by reference made a part hereto



1/11/2018

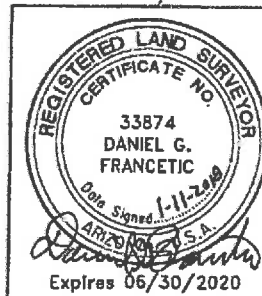
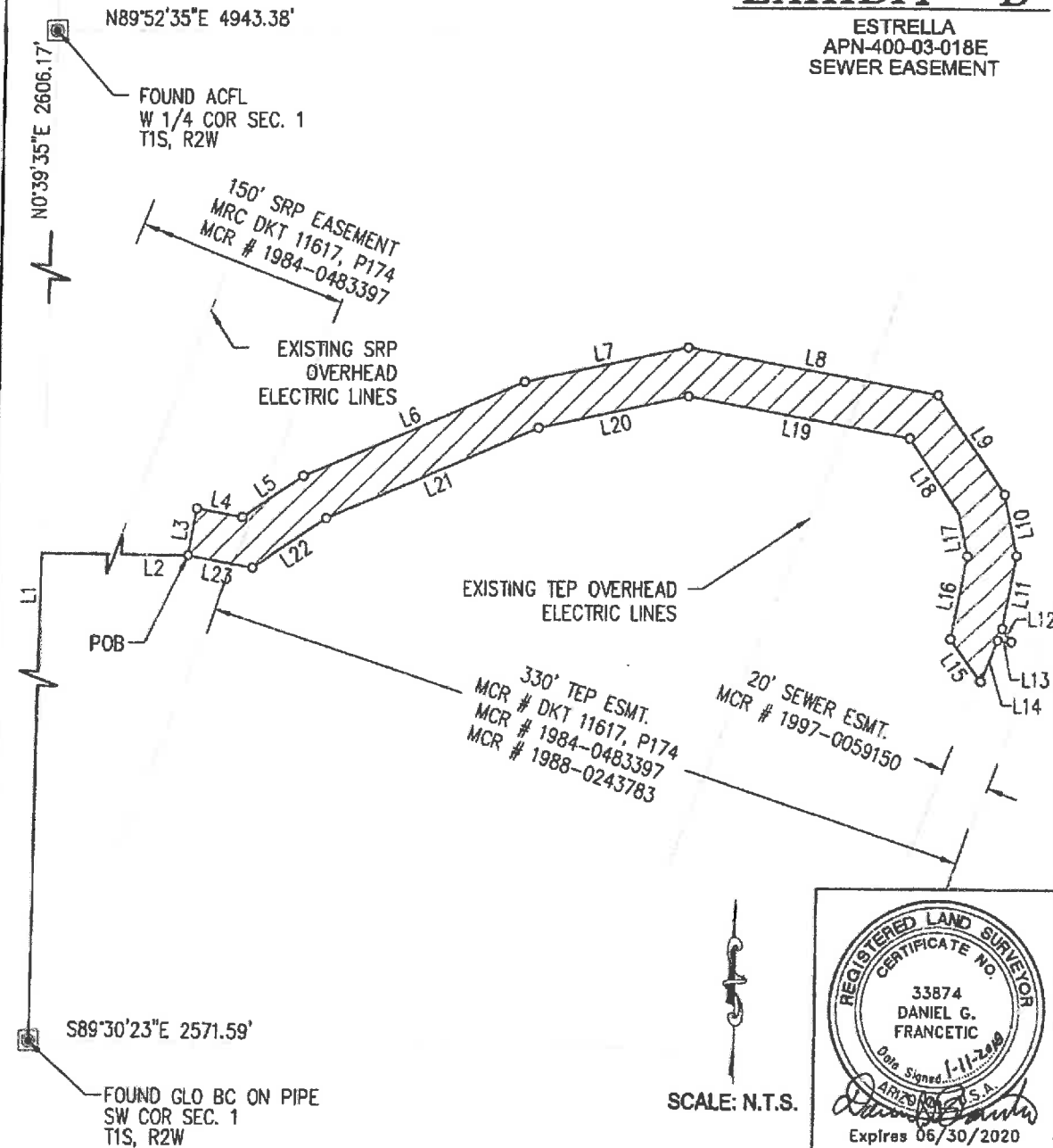
PAGE 2 OF 4

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Descriptions\SewerEasement-ParcelA3_rev2.docx

EXHIBIT "B"

ESTRELLA
APN-400-03-018E
SEWER EASEMENT



LEGEND



SEWER EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST
QUARTER OF SECTION 1
BEARING N 00°39'35" E



Entellus

3033 N. 44th Street Suite 250
Phoenix, AZ 85018.7228
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

ESTRELLA

APN 400-03-018E

SECTION 1, T1S, R2W

SANITARY SEWER EASEMENT

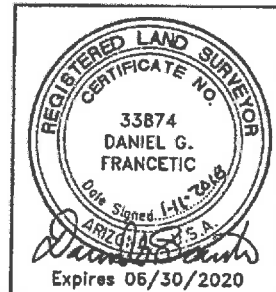
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APN-400-03-018E

LINE TABLE		
#	LENGTH	BEARING
L1	1969.72'	N00°39'35"E
L2	943.53'	S89°20'25"E
L3	20.00'	N10°26'21"E
L4	19.49'	S79°33'39"E
L5	30.37'	N55°26'21"E
L6	100.42'	N66°41'21"E
L7	70.58'	N77°56'21"E
L8	106.80'	S79°33'39"E
L9	50.02'	S34°33'39"E
L10	26.26'	S12°03'39"E
L11	30.97'	S10°26'21"W
L12	6.88'	S35°27'13"E
L13	5.92'	N84°02'05"W
L14	18.57'	S21°29'33"W
L15	21.55'	N35°27'13"W
L16	35.46'	N10°26'21"E
L17	18.31'	N12°03'39"W
L18	37.76'	N34°33'39"W
L19	94.54'	N79°33'39"W
L20	64.63'	S77°56'21"W



LEGEND



SEWER EASEMENT

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST
QUARTER OF SECTION 1
BEARING N 00°39'35" E



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ESTRELLA

APN 400-03-018E

SECTION 1, T1S, R2W

SANITARY SEWER EASEMENT

DATE: 10/11/17 REV'D:

DRAWN BY: EM CHK'D: DGF PG: 4 OF 4

FILE: ESMT-SSWR-PARA3_LEGAL-EXBT.DWG