

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)(3)

**EXCLUSIVE WATER METER AND LINE EASEMENT
(Easement #1)**

GRANTOR:

**CHRISTOPHER TODD ESTRELLA
COMMONS, LLC, an Arizona 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, **CHRISTOPHER TODD ESTRELLA COMMONS, LLC, an Arizona 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 Exclusive Water Meter and Line Easement. The Exclusive Water Meter and Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace a water meter, appurtenances and underground water line(s) (the "Water Meter Facilities") within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), together with the right of access to the Easement Area for these purposes.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors and assigns the right to use the 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 City's improvements constructed within, on, across, over or under the real property described in Exhibit "A". 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 Meter Facilities constructed within the Easement Area.

GRANTOR shall be responsible for the construction, maintenance, inspection, modification, repair, removal, repair and/or replacement of any Water Meter Facilities constructed by GRANTOR, until such time as GRANTEE accepts the Water Meter Facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"). Upon Acceptance of the Water Meter Facilities, GRANTEE shall be responsible for the operation, maintenance, inspection, modification, repair, removal and/or replacement of the Water Meter 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 negligence of GRANTEE, its invitees, licensees, agents, employees, and/or successors and assigns in the exercise of the rights granted herein by GRANTEE.

This Water Meter and 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 _____ day of _____, 2018.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

CHRISTOPHER TODD ESTRELLA COMMONS, LLC, an Arizona limited liability company

By: Todd Wood

Todd Wood

Its: Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Meter and Line Easement) was acknowledged before me this 19th day of June, 2018 by Todd Wood, as Manager of CHRISTOPHER TODD ESTRELLA COMMONS, LLC, an Arizona limited liability company.



Taylor Hinton
Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the ____ day of _____, 20__.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Meter and 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"

LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION
ESTRELLA COMMONS
WATER METER EASEMENT #1

A portion of land being situated within the land as described in the Special Warranty Deed, as recorded in Document No. 2017-0962921, Maricopa County Records, Arizona, lying with the Southwest Quarter of Section 5, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch City of Goodyear brass cap in hand hole accepted as the Southwest corner of said Section 5 from which a found 3 inch City of Goodyear brass cap in hand hole accepted as the West Quarter corner thereof bears North 00°27'10" East, 2640.84 feet;

Thence North 00°27'10" East, 1288.28 feet along the west line of said Southwest Quarter;

Thence leaving said west line, South 89°32'50" East, 694.40 feet to the north line of said Special Warranty Deed, being the **POINT OF BEGINNING**;

Thence along said north line, North 86°05'28" East, 6.40 feet;

Thence continuing along said north line, South 89°18'04" East, 43.62 feet;

Thence leaving said north line, South 00°41'56" West, 46.00 feet;

Thence North 89°18'04" West, 50.00 feet;

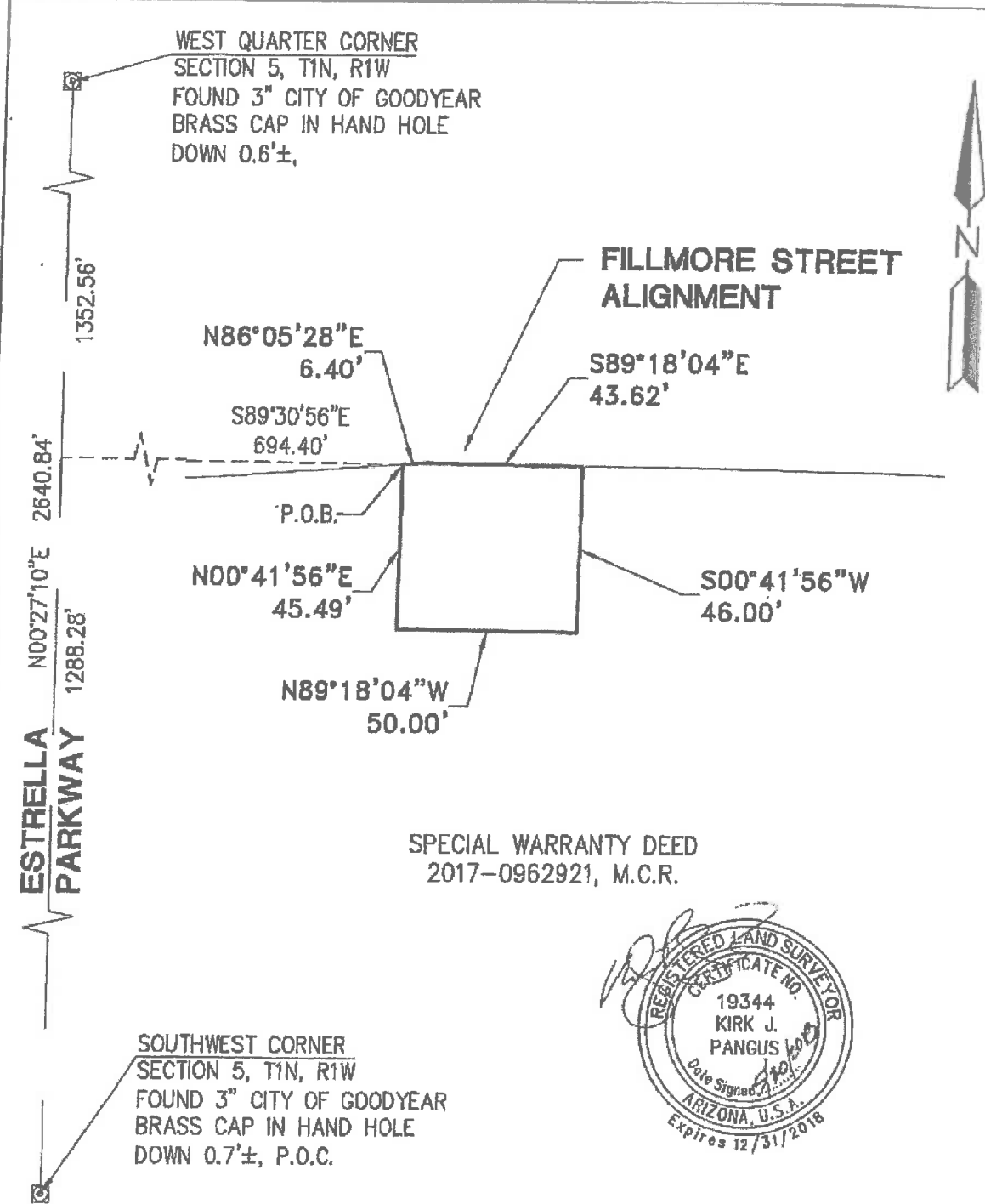
Thence North 00°41'56" East, 45.49 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 2,298 sq. ft. (0.0527 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1178
Date: May 2018






SPECIAL WARRANTY DEED
2017-0962921, M.C.R.



P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

SHEET 2 OF 2

PROJ.NO.: 1178	ESTRELLA COMMONS	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAY 2018	WATER METER EASEMENT #1	
SCALE: N.T.S.	GOODYEAR, ARIZONA	
DRAWN BY: JDL	EXHIBIT "B"	
CHECKED BY: RAJ		

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)(3)

**EXCLUSIVE WATER METER AND LINE EASEMENT
(Easement #2)**

GRANTOR:

**CHRISTOPHER TODD ESTRELLA
COMMONS, LLC, an Arizona 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, **CHRISTOPHER TODD ESTRELLA COMMONS, LLC, an Arizona 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 Exclusive Water Meter and Line Easement. The Exclusive Water Meter and Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace a water meter, appurtenances and underground water line(s) (the "Water Meter Facilities") within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), together with the right of access to the Easement Area for these purposes.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors and assigns the right to use the 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 City's improvements constructed within, on, across, over or under the real property described in Exhibit "A". 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 Meter Facilities constructed within the Easement Area.

GRANTOR:

CHRISTOPHER TODD ESTRELLA COMMONS, LLC, an Arizona limited liability company

By: Todd C Wood
Todd Wood

Its: Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Meter and Line Easement) was acknowledged before me this 19th day of June, 2018 by Todd Wood, as Manager of CHRISTOPHER TODD ESTRELLA COMMONS, LLC, an Arizona limited liability company.



Taylor Hinton
Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the ____ day of _____, 20__.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Meter and 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"

LEGAL DESCRIPTION

EXHIBIT "A"

PAGE 1 OF 2

**LEGAL DESCRIPTION
ESTRELLA COMMONS
WATER METER EASEMENT #2**

A portion of land being situated within the land as described in the Special Warranty Deed, as recorded in Document No. 2017-0962921, Maricopa County Records, Arizona, lying with the Southwest Quarter of Section 5, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch City of Goodyear brass cap in hand hole accepted as the Southwest corner of said Section 5 from which a found 3 inch City of Goodyear brass cap in hand hole accepted as the West Quarter corner thereof bears North 00°27'10" East, 2640.84 feet;

Thence South 89°26'04" East, 1141.32 feet along the south line of said Southwest Quarter;

Thence leaving said south line, North 00°33'56" East, 73.53 feet to the northerly line of a Utility Easement as recorded in Document No. 2005-1853431, Maricopa County Records, Arizona, being the **POINT OF BEGINNING**;

Thence North 00°34'47" East, 10.00 feet;

Thence South 89°25'13" East, 38.78 feet along a line that is parallel with and 10.00 feet north of said northerly line;

Thence leaving said parallel line, North 00°33'56" East, 29.48 feet;

Thence South 89°26'04" East, 20.00 feet;

Thence South 00°33'56" West, 39.48 feet;

Thence North 89°25'13" West, 56.79 feet along said northerly line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,157 sq. ft. (0.0266 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85018
Project No. 1178
Date: April 2018

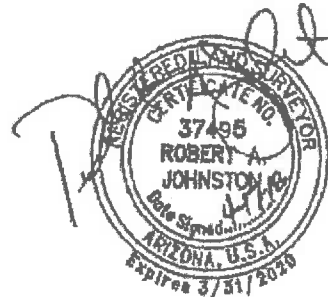
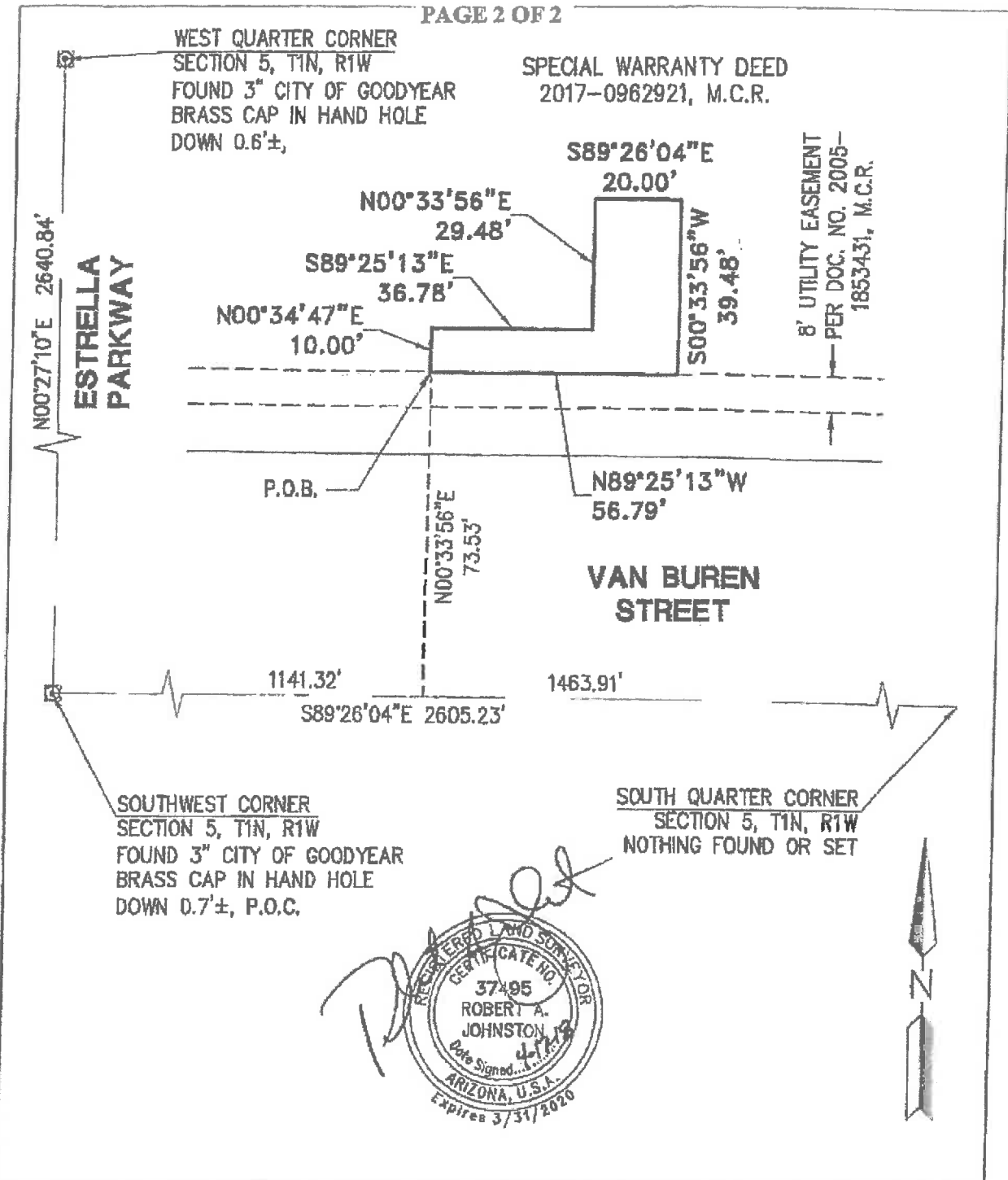


EXHIBIT "A"

PAGE 2 OF 2



PROJ.NO.: 1178	ESTRELLA COMMONS	HILGARTWILSON 2141 E. HIGHLAND AVE., STE 260 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APRIL 2018	WATER METER EASEMENT #2	
SCALE: N.T.S.	GOODYEAR, ARIZONA	
DRAWN BY: JDL	EXHIBIT	
CHECKED BY: RAJ		