

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)

### **NONEXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT AGREEMENT**

GRANTOR:

GRANTEE:

**NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company**      **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**

**THIS NONEXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT AGREEMENT** is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company, (the "**Grantor**") and the City of Goodyear, Arizona, an Arizona municipal corporation ("**Grantee**").

1. **Easement.** Grantor for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys to Grantee a nonexclusive permanent access and utility easement over, under, upon, in, across and along the property, more particularly described on Exhibit "A" attached hereto and made apart hereof (the "**Easement Property**") for the purposes of providing ingress and egress access to and from a public road, such road currently being that certain right-of-way known as West Willis Road as shown in the Map of Dedication recorded at Book 936 of Maps, Page 1 in the office of the Recorder of Maricopa County, Arizona, to that certain property described on Exhibit "B" attached hereto and incorporated herein by reference and known as "Parcel B" (the "**Benefited Property**"), and for the purposes of constructing, installing, operating, maintaining, inspecting, repairing, replacing and removing paving improvements and utility improvements within the Easement Property and serving the Benefited Property, which easement shall be appurtenant to and benefit the Benefited Property. The improvements that may be constructed within the Easement Property include by way of example but not limitation, improvements that will accommodate the ingress and egress needs of the Benefited Property, which may include, at the discretion of Grantee, partial or full half-street improvements, transmission lines, delivery lines, conduit, ducts, cables, telemetering equipment and communication equipment. Grantee shall comply with all federal, state and local laws, regulations and ordinances, including, but not limited to air quality, track-out, waste-fill hauling and all other applicable laws regulations and ordinances in connection with its

use of the Easement Property. Notwithstanding anything contained herein to the contrary, Grantee shall not use the Easement Property for vehicular ingress and egress (except for inspecting, surveying, testing, planning, and constructing within the Benefited Property and the Easement Property) until Grantee has constructed within the Easement Property two paved lanes (6" AC on 12"AB), permanent curb, gutter, sidewalk and landscaping adjacent to the eastern boundary of the Benefited Property.

2. **Reservations by Grantor.** Grantor reserves for itself and its successors and assigns, and any other grantees, the rights to:
  - (a) Improve all or part of the Easement Property with a road and utilities, landscaping and to place along, across, under and over the Easement Property streets, sidewalks, passageways, landscaping, power lines, water lines, sewer lines, gas lines, telephone lines, cable TV lines, and any other utilities or improvements as Grantor may desire and to otherwise use and enjoy the Easement Property to the fullest possible extent;
  - (b) Grant similar easement rights to others over the Easement Property; and
  - (c) Convey title to all or part of the Easement Property to the City of Goodyear or any other person or entity provided, and on the condition, that such use or conveyance shall not unreasonably interfere or be inconsistent with the exercise by Grantee or its successors and assigns of the rights granted herein. Grantee expressly acknowledges that the easement conveyed herein to Grantee is a nonexclusive permanent easement.
3. **Appurtenant Facilities.** Grantee shall not place any structure on, under or over the Easement Property or place any fence or enclosure structure on the Easement Property.
4. **Liability of Grantee and Indemnification.** Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all claims, suits, losses, liability or expense, including, without limitation, reasonable attorney fees, but excluding any punitive or consequential damages, arising out of Grantee's negligent acts or omissions with respect to the use of the easement granted herein or the construction, installation, operation, maintenance, repair or replacement of any improvements resulting from the actions or inactions of Grantee. This indemnification shall survive the termination of this Easement Agreement as to any such loss or liability arising prior to the termination of this Easement Agreement.
5. **Inurement.** All provisions hereof, including the benefits and burdens, shall run with the Benefited Property and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the permitted successors and assigns of Grantee.

6. **Attorney's Fees and Costs.** If any legal or other proceeding is instituted, the party prevailing in any such proceeding shall be entitled to recover all of its costs, expenses and reasonable attorney's fees.

**IN WITNESS WHEREOF**, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

*Signatures, Acknowledgements and Exhibits on Following Pages*

**GRANTOR:**

**NNP III-Estrella Mountain Ranch, a Delaware limited liability company**

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

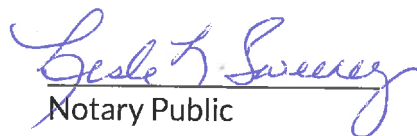
William M. Olson,

Its: Senior Vice President

Date: 8-27-18

State of Arizona                    )  
                                                  )ss.  
County of Maricopa                )

The foregoing instrument (Nonexclusive Permanent Access and Utility Easement Agreement) was acknowledged before me this 27<sup>th</sup> day of August, 2018 by William M. Olson, the Senior Vice President of **NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company** for and on behalf hereof.

  
Notary Public

**GRANTEE:**

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

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

Julie Arendall

Its: City Manager

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

*Acknowledgements and Exhibits on Following Pages*

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument (Nonexclusive Permanent Access and Utility Easement Agreement) was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Julie Arendall, the City Manager 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 OF EASEMENT PROPERTY**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH – FS 804**

**PARCEL "B" (ACCESS ROAD)**

THAT PORTION OF SECTION 34, OF TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN 80.00 FOOT WIDE STRIP OF LAND LYING 40.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS NORTH 89°29'46" WEST, 2636.52 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 34 NORTH 89°29'46" WEST, 964.25 FEET TO A POINT ON THE NORTHEASTERLY SIDELINE OF RAINBOW VALLEY ROAD PER BOOK 10 OF ROAD MAPS, PAGE 25 FILED IN THE OFFICE OF MARICOPA COUNTY RECORDS ON APRIL 9, 1956;

THENCE LEAVING SAID SOUTHERLY LINE ALONG SAID NORTHEASTERLY SIDELINE NORTH 37°50'45" WEST, 751.35 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF WILLIS ROAD PER MAP OF DEDICATION, BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID NORTHEASTERLY SIDELINE ALONG SAID NORTHWESTERLY SIDELINE THE FOLLOWING 3 COURSES:  
NORTH 52°09'14" EAST, 719.60 FEET TO THE BEGINNING OF A 850.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°57'53", 296.18 FEET;

THENCE NORTH 32°11'21" EAST, 750.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHWESTERLY SIDELINE NORTH 57°48'39" WEST, 432.50 FEET  
TO THE **POINT OF TERMINUS**.

Prepared by: Hunsaker & Associates Arizona  
1661 East Camelback Road  
Suite 235  
Phoenix, AZ 85016





**EXHIBIT B**

**LEGAL DESCRIPTION OF BENEFITED PROPERTY**

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH – FS 804**

**PARCEL "A" (FIRE STATION LOT)**

THAT PORTION OF SECTION 34, OF TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS SOUTH 89°29'46" EAST, 2636.55 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 34 NORTH 89°29'46" WEST, 964.27 FEET TO A POINT ON THE NORTHEASTERLY SIDELINE OF RAINBOW VALLEY ROAD PER BOOK 10 OF ROAD MAPS, PAGE 25, FILED IN THE OFFICE OF MARICOPA COUNTY RECORDS ON APRIL 9, 1956;

THENCE LEAVING SAID SOUTHERLY LINE ALONG SAID NORTHEASTERLY SIDELINE NORTH 37°50'44" WEST, 751.35 FEET TO A POINT ON THE NORTHWESTERLY SIDELINE OF THE PROPOSED WILLIS ROAD;

THENCE LEAVING SAID NORTHEASTERLY SIDELINE ALONG SAID NORTHWESTERLY SIDELINE THE FOLLOWING 3 COURSES:  
NORTH 52°09'14" EAST, 719.60 FEET TO THE BEGINNING OF A 850.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°57'53", 296.18 FEET;  
THENCE NORTH 32°11'21" EAST, 302.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHWESTERLY SIDELINE NORTH 32°11'21" EAST, 408.00 FEET;

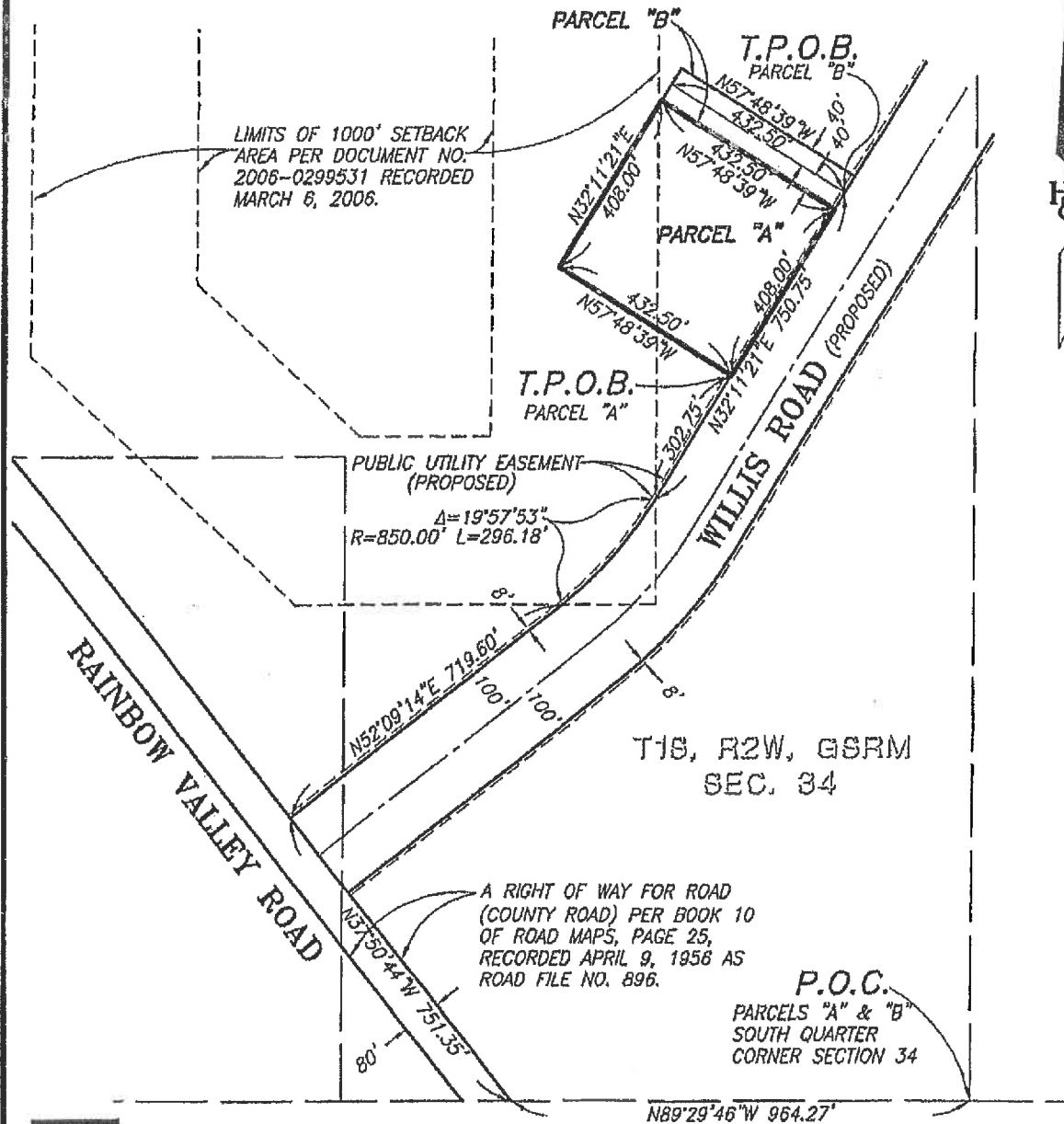
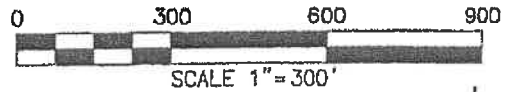
THENCE LEAVING SAID NORTHWESTERLY SIDELINE NORTH 57°48'39" WEST, 432.50 FEET;  
THENCE SOUTH 32°11'21" WEST, 408.00 FEET;  
THENCE SOUTH 57°48'39" EAST, 432.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4.051 ACRES, MORE OR LESS.

  
DAVID W. AMBLER 44277  
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



# EXHIBIT "B"



**HUNSAKER  
& ASSOCIATES**  
 SAN DIEGO, INC.

PLANNING 1079 Hoonickers Street  
 ENGINEERING San Diego, Ca 92121  
 SURVEYING PH(658)558-4500 • FX(658)558-1414

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