

WHEN RECORDED RETURN TO:
City Clerk/lrb
CITY OF GOODYEAR
190 North 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:

**NNP III-ESTRELLA MOUNTAIN
RANCH, 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 is hereby acknowledged, **NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company ("GRANTOR")**, does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation ("GRANTEE")**, a nonexclusive permanent easement (the "Easement") through, over, under, upon, in, across and along that certain real property situated in Maricopa County, Arizona, and more particularly described in Exhibit "1" attached hereto (the "Easement Area") solely for the purposes of (i) providing ingress and egress to the real property described in Exhibit "2" attached hereto (the "Corgett Land"), which contains the City of Goodyear wastewater treatment facility currently known as the Corgett Reclamation Facility (collectively, with the Corgett Land, the "Corgett Facility"), and (ii) installing, operating, inspecting, maintaining, repairing, replacing and/or removing road improvements and utility improvements serving the Corgett Facility, which utility improvements include by way of example but not limitation, 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 Area.

The Easement is nonexclusive, and GRANTOR reserves for itself all rights and privileges in the Easement Area for any purpose not inconsistent with the Easement, so long as the exercise of such rights and privileges does not interfere with or abridge the rights and privileges granted herein to GRANTEE. Without limiting the generality of the foregoing, GRANTOR specifically reserves the right to permit The Villages at Estrella Mountain Ranch Community Association, an Arizona non-profit corporation, by grant of easement or license, the right to use the Easement Area to access certain property located northeasterly of the Easement

Area, including Tract A of the Final Plat of Estrella Mountain Ranch Parcel 68, recorded at Book 592, Page 8 of Official Records of Maricopa County, Arizona.

Notwithstanding anything contained herein to the contrary, this Nonexclusive Permanent Access and Utility Easement Agreement (this "Easement Agreement") automatically shall terminate upon the completion of all of the following: a.) GRANTEE'S acceptance of an alternate access and utility easement with terms that are substantially similar to the terms of the Easement, as reasonably determined by the City Attorney and in a location that provides GRANTEE convenient ingress and egress to and from the Corgett Facility and is reasonably acceptable to the GRANTEE, or dedication of a public right-of-way, in a location that provides GRANTEE convenient ingress and egress to and from the Corgett Facility and is reasonably acceptable to GRANTEE (the "Replacement Access Area"), b.) the GRANTOR has, at GRANTOR's expense, relocated to the Replacement Access Area all utilities deemed by the City to be necessary for the operation of the Corgett Facility that were constructed within the Easement Area prior to the recordation of this Easement Agreement and all utilities constructed by or on behalf of GRANTEE within the Easement Area after the recordation of this Easement Agreement if GRANTOR has approved the construction of such utilities, and c) GRANTEE, has, at GRANTEE's expense relocated to the Replacement Access Area all utilities constructed by or on behalf of GRANTEE within the Easement Area after the recordation of this Easement Agreement without GRANTOR's approval. The construction of road improvements within the Replacement Access Area shall be the same type of improvements constructed to the same or better standard than the road existing within the Easement Area at the time of the relocation. If GRANTEE fails to complete the removal of utilities from the Easement Area for which GRANTEE is responsible for removing and relocating under the terms of this Easement Agreement within 180 days after the Replacement Access Area is provided, GRANTOR may remove such utilities and GRANTEE shall reimburse GRANTOR for its costs, within thirty (30) days after GRANTOR's request.

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.

GRANTEE shall not permit any mechanics' or materialmen's lien arising from GRANTEE's use and enjoyment of the Easement Area to be filed against GRANTOR's interests and rights in the Easement Area.

GRANTEE shall promptly restore the Easement Area and any other adjacent property to as close to original condition, as reasonably possible, as existed prior to any maintenance, repair, replacement, construction and/or installation of improvements or any other work by or at the direction of GRANTEE within the Easement Area or otherwise in the exercise of GRANTEE's rights under this Easement Agreement.

This Easement Agreement constitutes a covenant running with the land, with the Easement Area being the burdened property and the Corgett Facility being the benefited property. This Easement Agreement shall be binding upon and inure to the benefit of all successors in interest in the Easement Area and the Corgett Facility. As used herein, GRANTOR and GRANTEE shall mean and refer to the then-present fee owner(s) of the Easement Area or Corgett Facility, respectively, and when any party conveys its interest in the Easement Area or the Corgett Facility, the transferee shall obtain all rights, and assume all obligations and liabilities, of GRANTOR or GRANTEE hereunder, as applicable, and the transferring owner shall have no obligation or liability under this Easement Agreement arising after such transfer. All interests and rights in this Easement Agreement can be assigned for the purposes provided for herein, although no assignment by GRANTEE shall be effective unless in writing, signed by GRANTEE and the assignee (with the assignee expressly assuming the obligations of GRANTEE hereunder) and delivered to GRANTOR. No assignment by GRANTEE shall relieve GRANTEE from any liability hereunder; provided, however, that GRANTEE shall have no liability for occurrences after any assignment for which GRANTEE obtains GRANTOR'S written consent.

In the event any party brings suit to enforce any of the terms, covenants and conditions of this Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of suit.

[Signatures on following pages.]

IN WITNESS WHEREOF, this Nonexclusive Permanent Access and Utility Easement Agreement is executed as of the dates set forth below.

GRANTOR:

NNP III-ESTRELLA MOUNTAIN RANCH, LLC,
a Delaware limited liability company

By: _____

William M. Olson

Its: Senior Vice President

Date: Sept 27, 2018

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Permanent Access and Utility Easement) was acknowledged before me this 27th day of September, 2018 by William M. Olson as Senior Vice President of the **NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company**



Leslie L. Sweeney
Notary Public

GRANTEE:

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

By: _____

Its: _____

Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Permanent Access and Utility 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

Exhibits on Following Pages

EXHIBIT "1"

LEGAL DESCRIPTION

THAT PORTION OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FIFTEEN FEET (15') ON EACH SIDE OF THE FOLLOWING LINE DESCRIPTION:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 10 BEARS SOUTH S89°13'51" EAST, A DISTANCE OF 5341.41 FEET (BASIS OF BEARING);

THENCE SOUTH 89°13'51" EAST, A DISTANCE OF 1567.42 FEET TO THE CENTER-LINE OF SOUTH SAN GABRIEL DRIVE AS RECORDED ON THE FINAL PLAT FOR SUNCHASE AT ESTRELLA, BOOK 438, PAGE 42, MARICOPA COUNTY OFFICIAL RECORDS, AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1430.00 FEET, AND A DELTA OF 12°45'59", AND A CHORD THAT BEARS NORTH 25°40'50" WEST, A DISTANCE OF 317.97 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 318.63 FEET TO A RADIAL LINE;

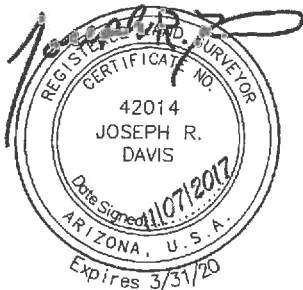
THENCE DEPARTING SAID CENTER-LINE ALONG SAID RADIAL LINE SOUTH 70°42'10" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHWESTERLY EXISTING RIGHT OF WAY OF SAID SOUTH SAN GABRIEL DRIVE WHICH IS COINCIDENT WITH THE NORTHEASTERLY LINE OF "TRACT A" OF SAID FINAL PLAT FOR SUNCHASE AT ESTRELLA;

THENCE SOUTH 80°10'48" WEST, A DISTANCE OF 70.84 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 10°02'55" AND A CHORD THAT BEARS SOUTH 85°12'16" WEST, A DISTANCE OF 17.52 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 17.54 FEET;

THENCE NORTH 89°46'17" WEST, A DISTANCE OF 22.91 FEET TO THE SOUTHWESTERLY LINE OF SAID "TRACT A" SUNCHASE AT ESTRELLA, BOOK 438, PAGE 42, MARICOPA COUNTY RECORDS AND TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION AS FOLLOWS;

THENCE CONTINUING NORTH 89°46'17" WEST 14.76 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 26°25'50" AND A CHORD THAT BEARS NORTH 76°33'22" WEST, A DISTANCE OF 45.72 FEET;



2152 SOUTH VINEYARD, SUITE 123
MESA, ARIZONA 85210
TEL 480.768.8600 • FAX 480.768.8609
www.sunrise-eng.com

LEGAL DESCRIPTION (CONTINUED)

THENCE ALONG SAID CURVE A DISTANCE OF 46.13 FEET;

THENCE NORTH 63°20'27" WEST, A DISTANCE OF 46.64 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 42°27'20" AND A CHORD THAT BEARS NORTH 42°06'47" WEST, A DISTANCE OF 144.83 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 148.20 FEET;

THENCE NORTH 20°53'07" WEST, A DISTANCE OF 107.89 FEET;

THENCE NORTH 16°36'22" WEST, A DISTANCE OF 162.00 FEET TO THE POINT OF ENDING OF THIS LINE DESCRIPTION.

CONTAINING 15956 SQUARE FEET, 0.367 ACRES MORE OR LESS

SEE ATTACHED EXHIBIT 'A', MADE APART HERETO

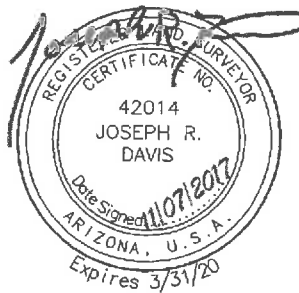
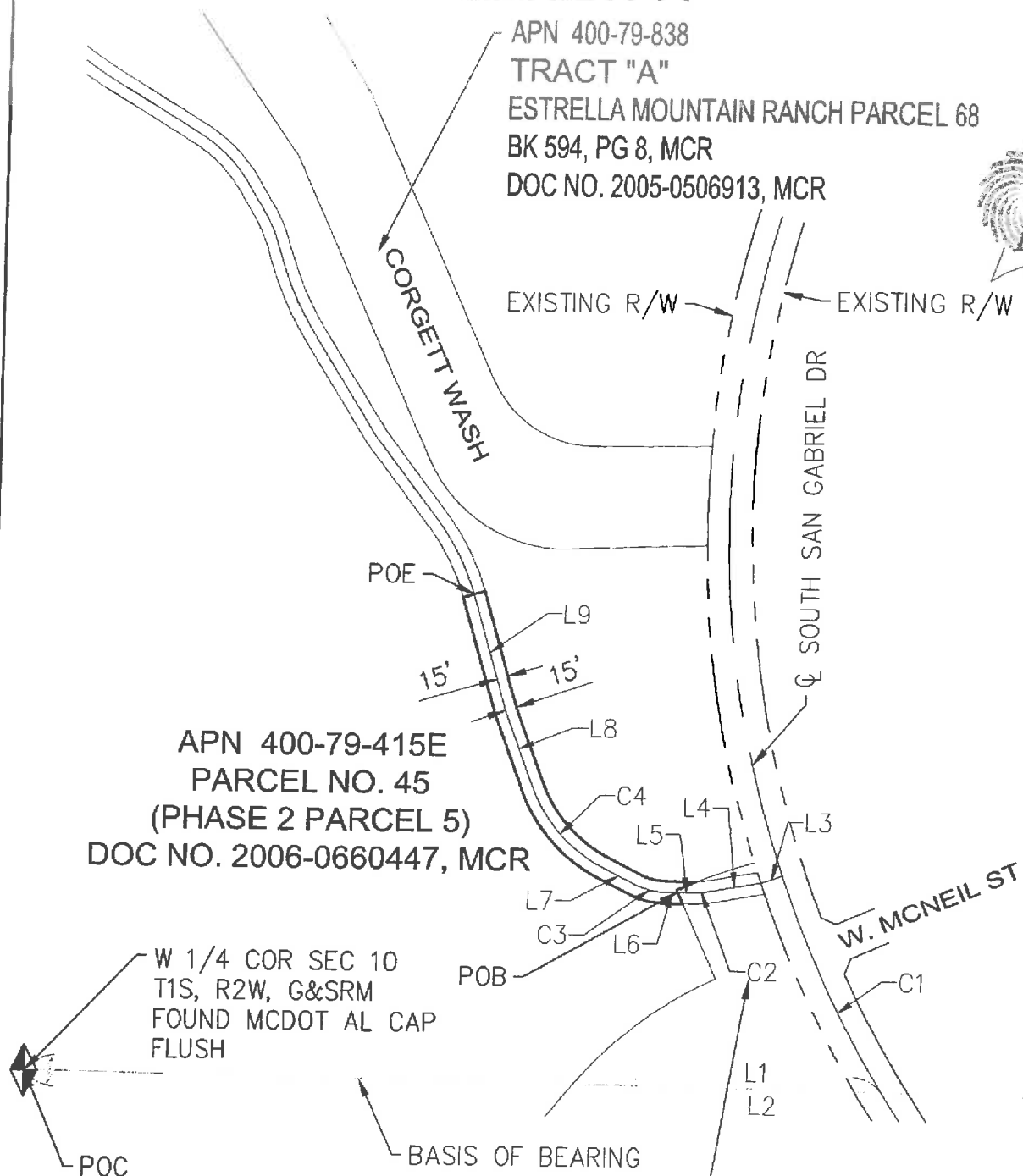


EXHIBIT A

APN 400-79-838
TRACT "A"
ESTRELLA MOUNTAIN RANCH PARCEL 68
BK 594, PG 8, MCR
DOC NO. 2005-0506913, MCR



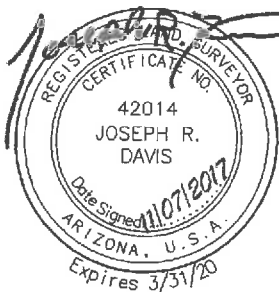
APN 400-79-415E
PARCEL NO. 45
(PHASE 2 PARCEL 5)
DOC NO. 2006-0660447, MCR

W 1/4 COR SEC 10
T1S, R2W, G&SRM
FOUND MCDOT AL CAP
FLUSH

TRACT "A"
SUNCHASE AT ESTRELLA
BK 438, PG 42, MCR

SEE SHEET 2 OF 2
FOR LEGEND

E 1/4 COR SEC 10
T1S, R2W, G&SRM
FOUND MCDOT AL CAP
FLUSH











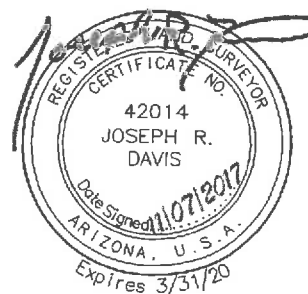
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EXHIBIT A

Line Table		
Line #	Direction	Length
L1	S89°13'51"E	1567.42'
L2	S89°13'51"E	5341.41'
L3	S70°42'10"W	30.00'
L4	S80°10'48"W	70.84'
L5	N89°46'17"W	22.91'
L6	N89°46'17"W	14.76'
L7	N63°20'27"W	46.64'
L8	N20°53'07"W	107.89'
L9	N16°36'22"W	162.00'






LEGEND

-  SET
 FND
 CALC
 SECTION MONUMENT
 PROPERTY CORNER
 RIGHT OF WAY MONUMENT
 INTERSECTION MONUMENT
 WITNESS MONUMENT



Curve Table					
Curve	Delta	Radius	Length	Chord Bearing	Chord Dist
C1	12°45'59"	1430.00	318.63'	N25°40'49"W	317.97'
C2	10°02'55"	100.00	17.54'	S85°12'16"W	17.52'
C3	26°25'50"	100.00	46.13'	N76°33'22"W	45.72'
C4	42°27'20"	200.00	148.20'	N42°06'47"W	144.83'

LINE LEGEND

-  SUBJECT BOUNDARY LINE
 OTHER PROPERTY LINE
 SECTION LINE
 SUB-SECTION LINE
 RIGHT OF WAY LINE



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EXHIBIT "2"

LEGAL DESCRIPTION FOR ESTRELLA PHASE ONE WATER RECLAMATION PLANT

That part of the Northwest Quarter of Section 10, Township 1 South, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest Corner of said Section 10;

Thence South $02^{\circ}22'31''$ West, along the West line thereof, a distance of 240.00 feet to the True Point of Beginning;

Thence South $38^{\circ}58'54''$ East, a distance of 215.18 feet to the beginning of a tangent curve of 295.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of $25^{\circ}24'56''$, a distance of 130.86 feet;

Thence South $13^{\circ}33'59''$ East, a distance of 274.95 feet;

Thence South $24^{\circ}41'01''$ East, a distance of 202.46 feet to the most Northerly corner of the "Public Utility Easement", recorded as Exhibit "A-2" and "B-2", Instrument No. 94-0481798, Maricopa County Records;

Thence South $25^{\circ}33'11''$ West, along the Northerly line of said easement, a distance of 118.25 feet;

Thence North $88^{\circ}49'54''$ West, along said Northerly line, and the Westerly extension thereof, a distance of 325.55 feet to the West line of said Section 10;

Thence North $02^{\circ}22'31''$ East, along said West line, a distance of 835.65 feet to the True Point of Beginning.

Containing 4.446 Acres, more or less.