

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:

**ESTRELLA COMMUNITY  
ASSOCIATION, an Arizona non-profit  
corporation**

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, **ESTRELLA COMMUNITY ASSOCIATION, an Arizona non-profit corporation** ("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

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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, 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.

This Easement Agreement represents the entire agreement among the parties with respect to the subject matter of this Easement Agreement. All prior or contemporaneous agreements or understanding, written or oral, are superseded by and merged into this Easement Agreement. If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable, any such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Easement Agreement, unless the terms held to be illegal, invalid or unenforceable make it impractical for the parties to continue this Easement Agreement. In that event, each party shall have the right to terminate this Easement Agreement.

This Easement Agreement cannot be amended, modified or revoked without the written approval of all of the parties to this Easement Agreement, or their successors in interest, which amendment, modification or revocation shall be set forth in writing, signed by all of the parties, or their successors in interest, and recorded with the County Recorder of Maricopa County, Arizona.

[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:

ESTRELLA COMMUNITY ASSOCIATION, an Arizona non-profit corporation

By: Barbara Ertl

Its: President

Date: 1-29-19

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument (Permanent Access and Utility Easement) was acknowledged before me this 29 day of January, 2019 by Barbara Ertl as President of the ESTRELLA COMMUNITY ASSOCIATION, an Arizona non-profit corporation.



Sharon Thunstedt  
Notary Public

GRANTEE:

ACCEPTED and AGREED TO by the **CITY OF GOODYEAR, ARIZONA, an Arizona  
Municipal Corporation**, the \_\_\_\_ day of \_\_\_\_\_, 2019.

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 \_\_\_\_\_, 2019  
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 AND THE POINT OF BEGINNING OF THIS LINE DESCRIPTION AS FOLLOWS;

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" AND THE END OF THIS LINE DESCRIPTION, THE SIDE-LINES OF WHICH TO BE SHORTENED OR EXTENDED TO BE COINCIDENT WITH SAID SOUTHWESTERLY LINE AND NORTHWESTERLY LINE OF SAID TRACT "A" SUNCHASE AT ESTRELLA, BOOK 438, PAGE 42, MARICOPA COUNTY RECORDS.

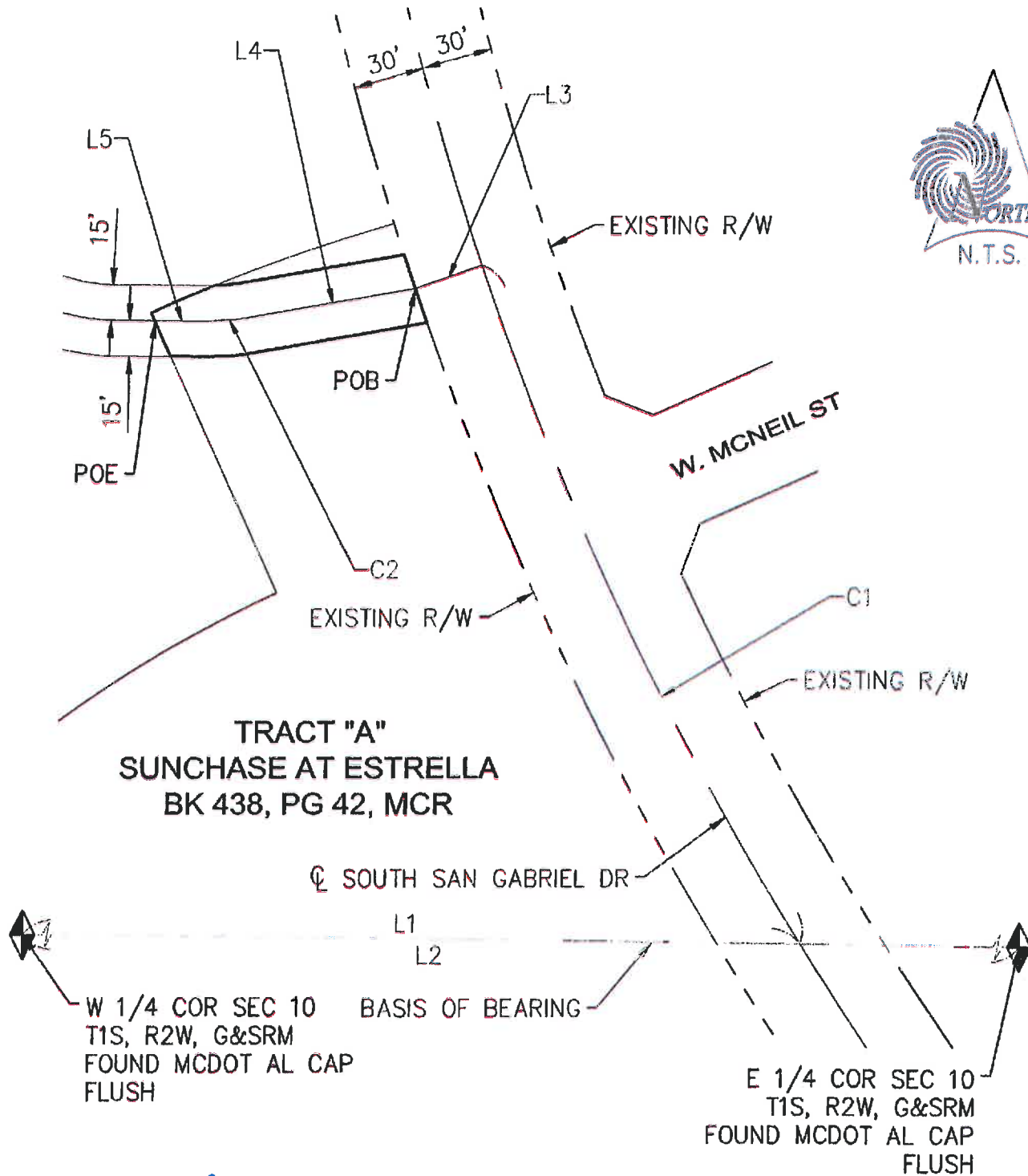
CONTAINING 3153 SQUARE FEET, 0.07 ACRES MORE OR LESS

SEE ATTACHED EXHIBIT 'A', MADE APART HERETO



2152 SOUTH VINEYARD, SUITE 123  
MESA, ARIZONA 85210  
TEL 480.768.8600 • FAX 480.768.8609  
[www.sunrise-eng.com](http://www.sunrise-eng.com)

# EXHIBIT A



SEE SHEET 2 OF 2  
FOR LEGEND

SHEET 1 OF 2



**SUNRISE  
ENGINEERING**

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# EXHIBIT A

## LEGEND

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'



SECTION MONUMENT



PROPERTY CORNER



RIGHT OF WAY MONUMENT



INTERSECTION MONUMENT

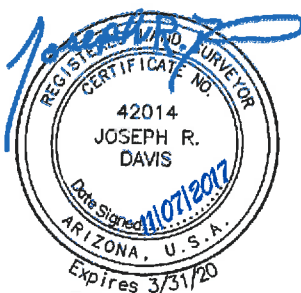


WITNESS MONUMENT

## LINE LEGEND

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

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'



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SHEET 2 OF 2



## **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°22'31" West, along the West line thereof, a distance of 240.00 feet to the True Point of Beginning;**

**Thence South 38°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°24'56", a distance of 130.86 feet;**

**Thence South 13°33'59" East, a distance of 274.95 feet;**

**Thence South 24°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°33'11" West, along the Northerly line of said easement, a distance of 118.25 feet;**

**Thence North 88°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°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.**