

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

GRANTOR:

**ESTRELLA PARKWAY 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, **ESTRELLA PARKWAY 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 4th day of December, 2018.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

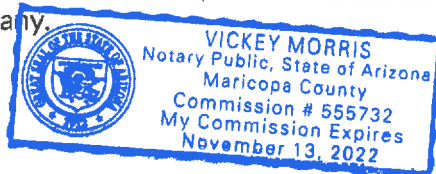
ESTRELLA PARKWAY LLC, an Arizona limited liability company

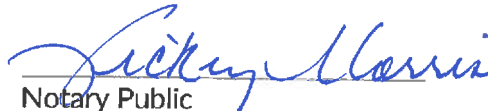
By: ESTRELLA PARKWAY MANAGEMENT LLC,
an Arizona limited liability company,
its Manager

By: 
Gary M. Burton, Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Exclusive Water Meter and Line Easement) was acknowledged before me this 4th day of December, 2018 by Gary M. Burton, as Manager of ESTRELLA PARKWAY MANAGEMENT, LLC, an Arizona limited liability company, the manager of ESTRELLA PARKWAY LLC, an Arizona limited liability company, on behalf of such limited liability company.




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)
{00035386.DOCX / 1}3

EXHIBIT "A"
LEGAL DESCRIPTION

**HUDSON COMMONS
WATER EASEMENT
LEGAL DESCRIPTION**

A portion of land lying within Parcel 3, as shown on the Master Plat of Hudson Commons, being recorded in Book 1382, Page 12, Maricopa County Records, being situated within the Northeast Quarter of Section 7, 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 Brass cap in hand hole accepted as the Northeast corner of said Section 7 from which found Brass cap in Hand hole accepted as the East Quarter corner there of bears South 00°10'47" West, 2638.71 feet;

Thence South 00°10'47" West, 1360.17 feet along the east line of the Northeast Quarter of said Section 7;

Thence leaving said east line, North 89°49'13" West, 318.58 feet to a point on the south line of that Public Utility Easement, as shown on said Master Plat, the **POINT OF BEGINNING**;

Thence South 00°10'47" West, 12.00 feet to a line being 12.00 feet south of and parallel with said Public Utility Easement;

Thence along said parallel line, North 89°49'13" West, 20.00 feet;

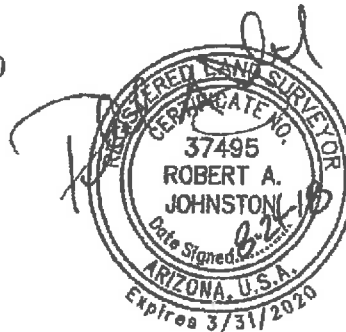
Thence leaving said parallel line North 00°10'47" East, 12.00 feet to said south line;

Thence along the south line, South 89°49'13" East, 20.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 227 sq. ft. (0.005 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.: 1365
Date: August 2018

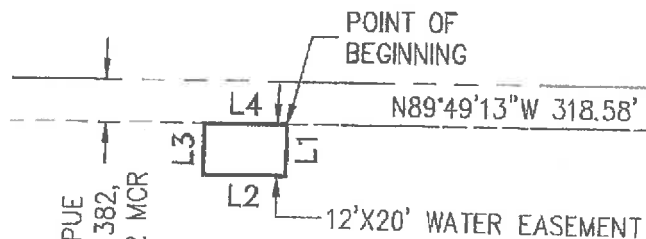


LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°10'47"W	12.00'
L2	N89°49'13"W	20.00'
L3	N00°10'47"E	12.00'
L4	S89°49'13"E	20.00'

NORTHEAST CORNER SECTION 7, T1N, R1W
FOUND 3" CITY OF GOODYEAR BRASS CAP
IN HAND HOLE DOWN 0.7'±
POINT OF COMMENCEMENT

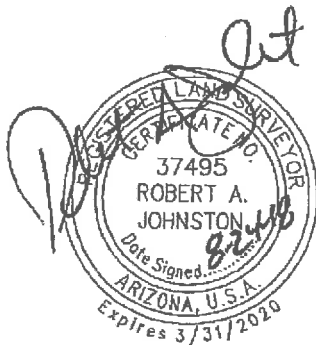
PARCEL 1
MASTER PLAT OF HUDSON COMMONS
BOOK 1382, PAGE 12 MCR

HUDSON STREET
(BK. 1382, PG. 12, MCR)



PARCEL 3
MASTER PLAT OF HUDSON COMMONS
BOOK 1382, PAGE 12 MCR

EAST QUARTER CORNER
SECTION 7, T1N, R1W
FOUND 3" BRASS CAP IN
HAND HOLE DOWN 0.55'±



SHEET 2 OF 2

PROJ.NO.: 1365
DATE: AUG 2018
SCALE: N.T.S.
DRAWN BY: GS
CHECKED BY: RAJ

HUDSON COMMONS
WATER EASEMENT
GOODYEAR, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436