

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)

### **SIDEWALK 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 Sidewalk Easement upon, over, across and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area") for the purposes of: (i) constructing, inspecting, maintaining, repairing, altering, extending, removing, replacing, and/or relocating, sidewalks; (ii) right of access to the Easement Area for the purposes set forth herein; and (iii) for use as a sidewalk by the public.

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.

This Sidewalk Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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 maintenance, inspection, modification, repair, removal and/or replacement the sidewalk improvements constructed by GRANTEE, until such time as GRANTOR accepts the sidewalk improvements, in writing, following the expiration of the applicable warranty period ("Acceptance"), provided, however, the need for such work is not caused by GRANTOR'S negligence. Upon Acceptance of the sidewalk improvements following the expiration of the warranty period, GRANTOR shall be responsible for the inspection, maintenance, repair, alteration, extension, removal, replacement and/or relocation of the sidewalk facilities constructed by GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 4<sup>th</sup> 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*  
Gary M. Burton, Manager

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument (Sidewalk 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.



*Vickey Morris*  
Notary Public

GRANTEE:

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

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

Its: \_\_\_\_\_

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument (Sidewalk Easement 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**

**HUDSON COMMONS  
SIDEWALK 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, 1343.41 feet along the east line of the Northeast Quarter of said Section 7;

Thence leaving said east line, North 89°49'13" West, 547.82 feet to a point on the north line of said Parcel 3, being a non-tangent curve, concave southeasterly, having a radius of 20.00 feet, the center of which bears South 04°53'18" West, and being the **POINT OF BEGINNING**;

Thence southwesterly along said curve, through a central angle of 41°24'35", an arc length of 14.45 feet to a non-tangent line being 5.00 feet south of and parallel with said north line;

Thence along said parallel line North 85°06'42" West, 76.58 feet to the beginning of a tangent curve, concave southerly, having a radius of 465.00 feet;

Thence continuing along said parallel line, and westerly along said curve, through a central angle of 02°43'29", an arc length of 22.11 feet to a non-tangent line, being the west line of said Parcel 3;

Thence along said west line, North 00°00'15" East, 5.00 feet to the aforementioned north line of Parcel 3, being a non-tangent curve, concave southerly, having a radius of 470.00 feet, the center of which bears South 02°08'27" West;

Thence leaving said west line and along said north line, easterly along said curve, through a central angle of 02°44'52", an arc length of 22.54 feet to a tangent line;

Thence continuing along said north line South 85°06'42" East, 89.81 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 515 sq. ft. (0.012 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

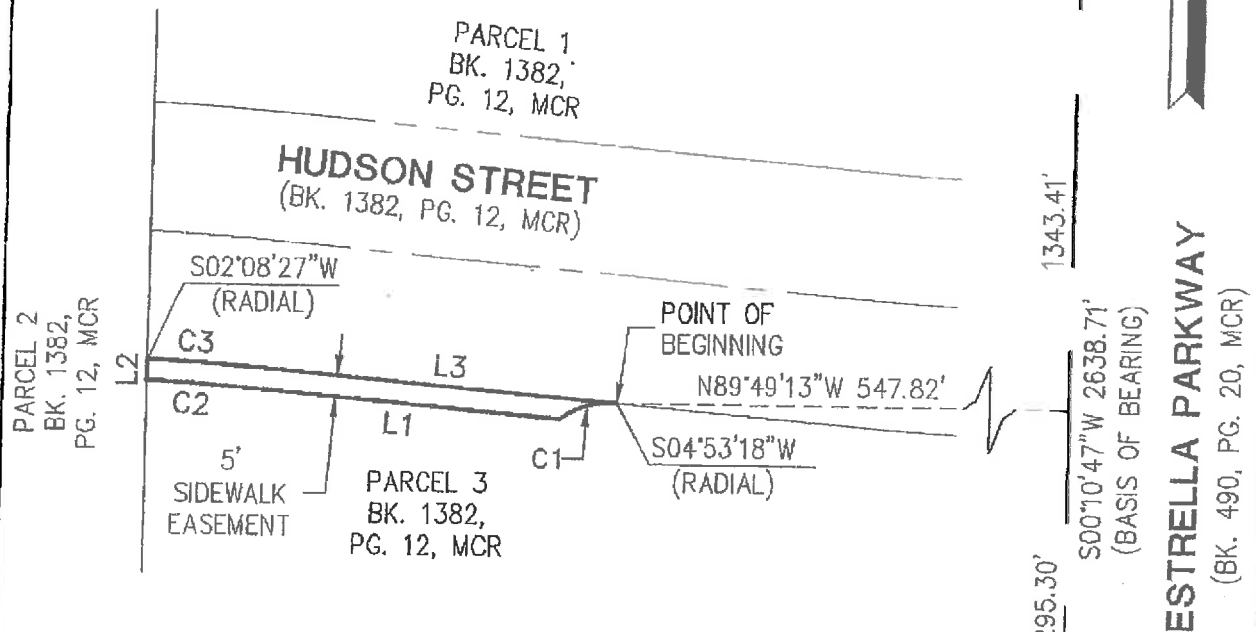
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC  
2141 E. Highland Avenue, Suite 250  
Phoenix, AZ 85016  
Project No.: 1365  
Date: August 2018



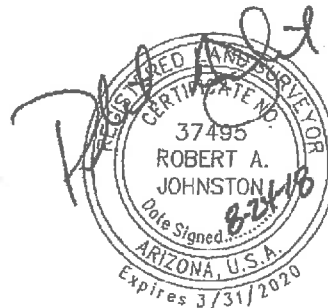
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N85°06'42"W	76.58'
L2	N00°00'15"E	5.00'
L3	S85°06'42"E	89.81'

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



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	20.00'	41°24'35"	14.45'
C2	465.00'	2°43'29"	22.11'
C3	470.00'	2°44'52"	22.54'

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



SHEET 3 OF 3

PROJ.NO.: 1365	<b>HUDSON COMMONS</b> SIDEWALK EASEMENT GOODYEAR, ARIZONA	 <b>HILGARTWILSON</b> 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: AUG 2018		
SCALE: N.T.S.		
DRAWN BY: GS	<b>EXHIBIT</b>	
CHECKED BY: RAJ		