

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)

STREET TURNAROUND EASEMENT

GRANTOR:

**ESTRELLA VAN BUREN PROPERTIES,
INC., an Arizona 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 VAN BUREN PROPERTIES, INC., an Arizona corporation**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns and permittees (collectively "Grantee"), a Temporary Turnaround Easement ("TTE"). The TTE shall be a temporary easement upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), for the following purposes: (i) entering upon, constructing, altering, extending, relocating, maintaining, operating, replacing, and/or repairing and/or using public street improvements, including but not limited to: pavement, curbs, sidewalks and other appurtenances thereto; (ii) ingress and egress; and (iii) vehicular travel 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 TTE constitutes a covenant running with the land for the benefit of the Grantee.

This temporary turnaround easement shall be terminated once the street adjoining the street turnaround is extended to provide a continuing or through means of vehicular travel by the public and once owner has installed, within the section of Hudson Street adjacent to the temporary turnaround easement being abandoned, those improvements required in the engineering design standards and policies for the applicable street section, such as sidewalks and landscaping.

Grantor and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Access Easement unless installed by them. Grantor and its respective successors and assigns, hereby waives and releases Grantee from any and all liability for damage to the Property that results from the exercise of the rights granted under this easement provided Grantee shall, as soon as practicable restore the Property to a neat and presentable condition.

Grantor reserves for itself, its successors and assigns all such rights and privileges in the Easement Area as may be used without interfering with or abridging the rights and easements hereby acquired.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2018.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

ESTRELLA VAN BUREN PROPERTIES, INC., an Arizona corporation , an Arizona corporation

By: _____

Melvin C. Ekstrand, its President

Date: _____

State of _____)

)ss.

County of _____)

The foregoing instrument (Public Utility, Sidewalk and Access Easement) was acknowledged before me this _____ day of _____, 2018 by Melvin C. Ekstrand, as President of **ESTRELLA VAN BUREN PROPERTIES, INC., an Arizona corporation , an Arizona corporation**, on behalf of said corporation.

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 (Public Utility, Sidewalk and Access 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
TEMPORARY TRAFFIC EASEMENT
LEGAL DESCRIPTION**

A portion of land within Parcel 2, as shown on the Master Plat of Hudson Commons, being recorded in Book 1382, Page 12 and a portion of land within Lot 1, as shown on the Minor Land Division of Hudson Commons, being recorded in Book 1420, Page 25, 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, 1283.53 feet along the east line of the Northeast Quarter of said Section 7;

Thence leaving said east line, North 89°49'13" West, 543.88 feet to a point on the south line of said Lot 1, being the **POINT OF BEGINNING**;

Thence along said south line, North 85°06'42" West, 88.82 feet to the beginning of a tangent curve, concave southerly, having a radius of 530.00 feet;

Thence westerly along said curve, through a central angle of 02°59'23", an arc length of 27.65 feet to a non-tangent line being the east line of said Parcel 2;

Thence leaving said south line and along said east line, South 00°00'15" West, 70.04 feet to a non-tangent curve, concave southerly, having a radius of 460.00 feet, the center of which bears South 02°11'14" West;

Thence leaving said east line, westerly along said curve, through a central angle of 00°59'49", an arc length of 8.00 feet to a non-tangent line, being 8.00 feet west of and parallel to said east line of Parcel 2;

Thence along said parallel line North 00°00'15" East, 80.01 feet to a non-tangent curve, concave southerly, having a radius of 53.00 feet, the center of which bears South 86°26'44" East;

Thence leaving said parallel line, northeasterly along said curve, through a central angle of 173°27'37", an arc length of 160.46 feet to a reverse curve, concave northeasterly, having a radius of 20.00 feet;

Thence southeasterly along said curve, through a central angle of 82°07'35", an arc length of 28.67 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 6,118 sq. ft. (0.1404 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

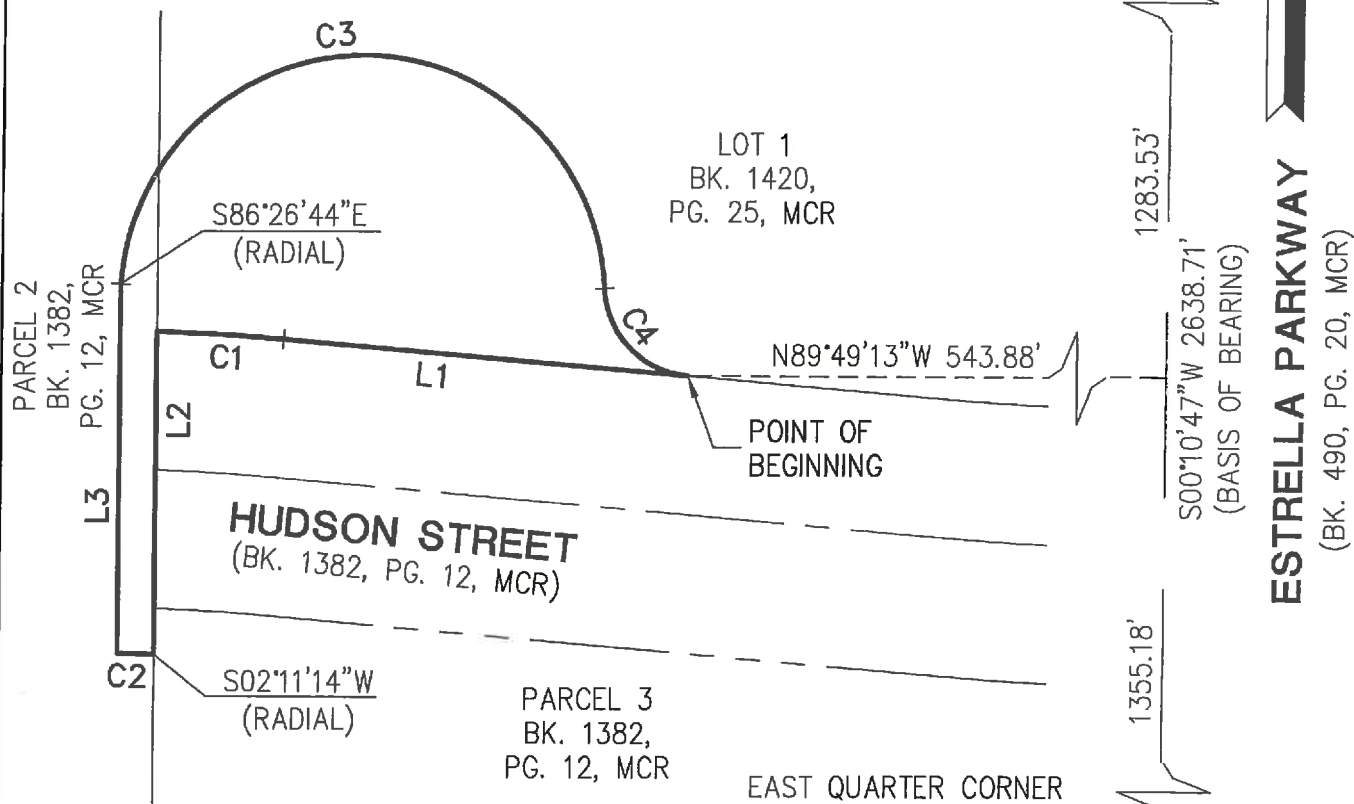
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

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



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N85°06'42"W	88.82'
L2	S00°00'15"W	70.04'
L3	N00°00'15"E	80.01'

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	530.00'	2°59'23"	27.65'
C2	460.00'	0°59'49"	8.00'
C3	53.00'	173°27'37"	160.46'
C4	20.00'	82°07'35"	28.67'



SHEET 3 OF 3

PROJ.NO.: 1365	HUDSON COMMONS TEMPORARY TRAFFIC EASEMENT GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: DEC 2018		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: KJP		