

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)

PUBLIC UTILITY AND ACCESS EASEMENT

GRANTOR:

**NPC CANYON TRAILS I 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, **NPC CANYON TRAILS I LLC, a Delaware limited liability company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns (collectively "Grantee"), a Public Utility and Access Easement. The Public Utility and Access Easement shall be a permanent 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 purposes of locating, inspecting, installing, constructing, maintaining, operating, repairing, replacing, and/or repairing utility facilities, included but not limited to: water sewer, and gas lines; poles; wires; conduits; ducts; cables; telemetering and communications equipment; drainage facilities and appurtenances thereto by the City of Goodyear and its Permittees, 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.

This Public Utility and Access Easement constitutes a covenant running with the land for the benefit of the Grantee.

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 _____, 2019.

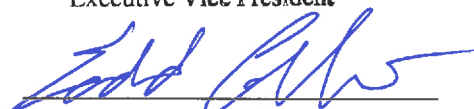
Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
NPC CANYON TRAILS I LLC
a Delaware limited liability company

By: RSI/NP Communities LLC,
a Delaware limited liability company
Its Manager

By: 

Christopher W. Bley
Executive Vice President

By: 

Todd J. Collins
Chief Financial Officer

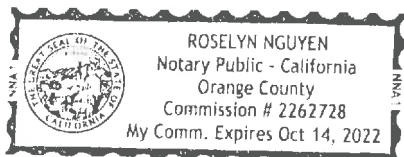
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On September 13, 2019, before me, Roselyn Nguyen, Notary Public,
personally appeared CHRISTOPHER W. BLEY and TODD J. COLLINS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE _____


Signatures, Acknowledgements and Exhibits Continued on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation,
the ____ day of _____, 2019.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Access 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

Exhibit(s) on Following Page(s)

August 26, 2019
PROJECT # 050605-01-013**LEGAL DESCRIPTION
10' PUBLIC UTILITY EASEMENT**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A PK NAIL, BEARS SOUTH 00°13'11" WEST, A DISTANCE OF 2644.56 FEET;

THENCE SOUTH 89°42'10" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1183.65 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°17'50" WEST, ALONG THE CENTERLINE OF 173RD AVENUE A DISTANCE OF 71.00 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 89°42'10" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL RECORDED IN BOOK 1461, PAGE 17, MARICOPA COUNTY RECORDS, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTHERN BOUNDARY OF SAID PARCEL, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF VAN BUREN STREET, THE FOLLOWING COURSES:

THENCE NORTH 45° 17' 50" EAST, A DISTANCE OF 22.63 FEET;

THENCE SOUTH 89° 42' 10" EAST, A DISTANCE OF 16.28 FEET;

THENCE SOUTH 00° 17' 50" WEST, A DISTANCE OF 13.01 FEET;

THENCE SOUTH 88° 09' 22" EAST, A DISTANCE OF 390.64 FEET;

THENCE SOUTH 00° 17' 50" WEST, A DISTANCE OF 12.45 FEET;

THENCE SOUTH 89° 42' 10" EAST, A DISTANCE OF 37.00 FEET;

THENCE NORTH 00° 17' 50" EAST, A DISTANCE OF 11.46 FEET;

THENCE SOUTH 88° 09' 22" EAST, A DISTANCE OF 202.07 FEET;

THENCE SOUTH 00° 17' 50" WEST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 85° 48' 35" EAST, A DISTANCE OF 265.11 FEET;

THENCE SOUTH 89° 42' 10" EAST, A DISTANCE OF 54.51 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 04° 32' 15" EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 10.04 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89° 42' 10" WEST, A DISTANCE OF 55.70 FEET;

THENCE NORTH 85° 48' 35" WEST, A DISTANCE OF 274.79 FEET;

THENCE NORTH 00° 17' 50" EAST, A DISTANCE OF 11.61 FEET;

THENCE NORTH 88° 09' 22" WEST, A DISTANCE OF 182.06 FEET;

THENCE SOUTH 00° 17' 50" WEST, A DISTANCE OF 11.19 FEET;

THENCE NORTH 89° 42' 10" WEST, A DISTANCE OF 57.00 FEET;

THENCE NORTH 00° 17' 50" EAST, A DISTANCE OF 12.72 FEET;

THENCE NORTH 88° 09' 22" WEST, A DISTANCE OF 402.92 FEET;

THENCE SOUTH 00° 17' 50" WEST, A DISTANCE OF 140.89 FEET;

THENCE SOUTH 03° 43' 27" WEST, A DISTANCE OF 167.30 FEET;

THENCE SOUTH 00° 17' 50" WEST, A DISTANCE OF 5.41 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 790.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 27' 37", AN ARC DISTANCE OF 392.41 FEET;

THENCE SOUTH 28° 45' 24" WEST, A DISTANCE OF 154.48 FEET TO THE SOUTH LINE OF SAID PARCEL;

THENCE NORTH 89° 42' 10" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 11.37 FEET TO THE EAST RIGHT OF WAY LINE OF 173RD AVENUE;

THENCE CONTINUING ALONG SAID EAST LINE, THE FOLLOWING COURSES:

THENCE NORTH 28° 45' 24" EAST A DISTANCE OF 159.91 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 780.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 27' 33", AN ARC DISTANCE OF 387.43 FEET;

THENCE NORTH 00° 17' 50" EAST, A DISTANCE OF 5.71 FEET;

THENCE NORTH 03° 43' 27" EAST, A DISTANCE OF 167.30 FEET;

THENCE NORTH 00° 17' 50" EAST, A DISTANCE OF 147.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,064 SQ.FT. OR 0.4376 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A", BY REFERENCE MADE A PART HERETO.

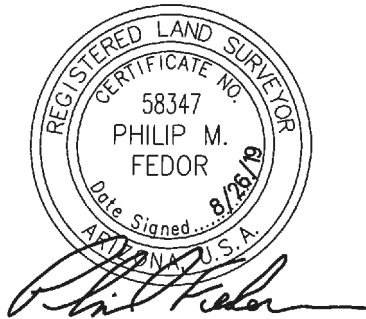
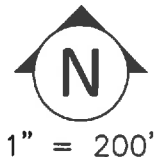
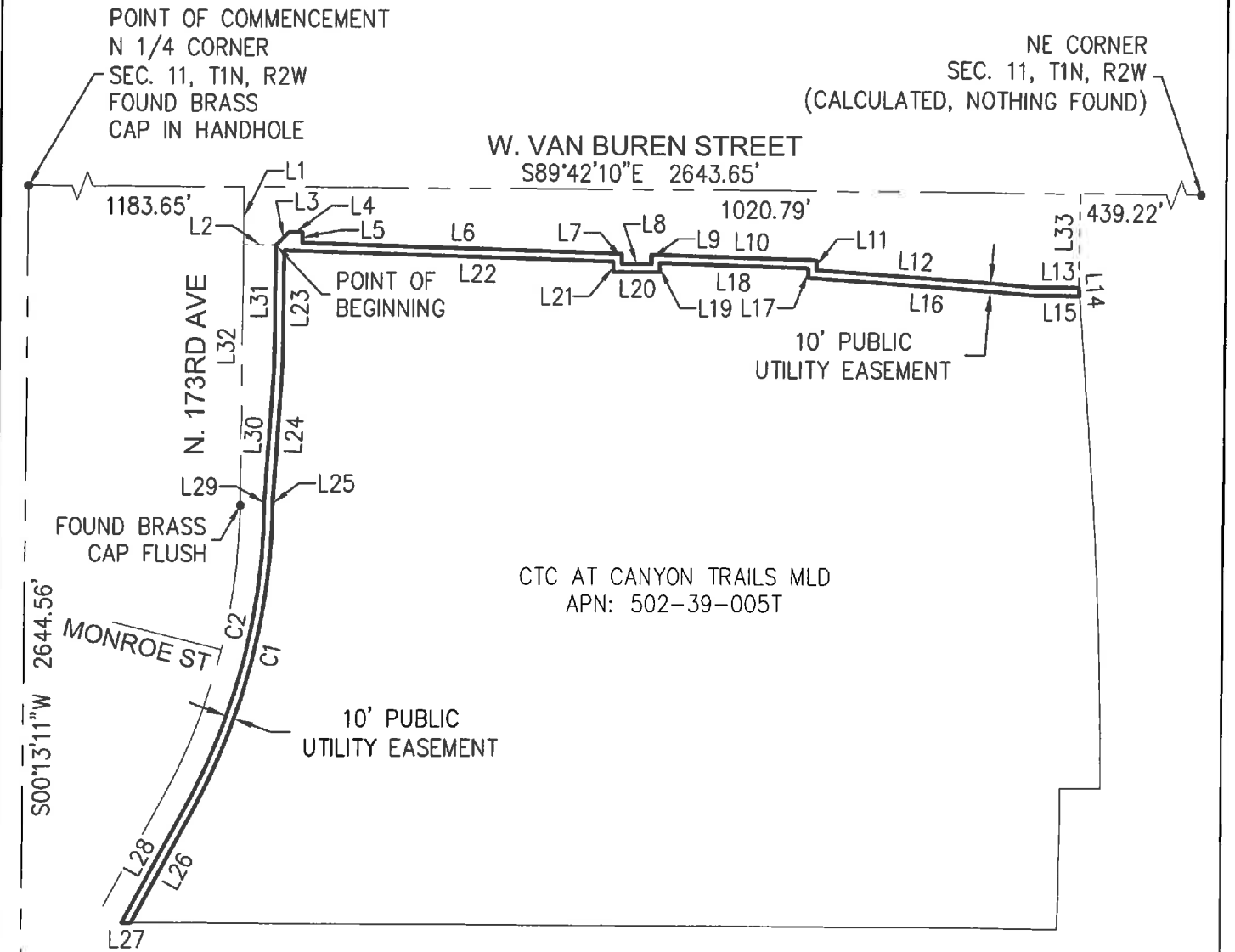


EXHIBIT "A"



CENTER 1/4 CORNER
SEC. 11, T1N, R2W
FOUND PK NAIL

EXHIBIT "A"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	71.00'	S00°17'50"W
L2	40.00'	S89°42'10"E
L3	22.63'	N45°17'50"E
L4	16.28'	S89°42'10"E
L5	13.01'	S00°17'50"W
L6	390.64'	S88°09'22"E
L7	12.45'	S00°17'50"W
L8	37.00'	S89°42'10"E
L9	11.46'	N00°17'50"E
L10	202.07'	S88°09'22"E
L11	12.00'	S00°17'50"W
L12	265.11'	S85°48'35"E
L13	54.51'	S89°42'10"E
L14	10.04'	S04°32'15"E
L15	55.70'	N89°42'10"W
L16	274.79'	N85°48'35"W
L17	11.61'	N00°17'50"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L18	182.06'	N88°09'22"W
L19	11.19'	S00°17'50"W
L20	57.00'	N89°42'10"W
L21	12.72'	N00°17'50"E
L22	402.92'	N88°09'22"W
L23	140.89'	S00°17'50"W
L24	167.30'	S03°43'27"W
L25	5.41'	S00°17'50"W
L26	154.48'	S28°45'24"W
L27	11.37'	N89°42'10"W
L28	159.91'	N28°45'24"E
L29	5.71'	N00°17'50"E
L30	167.30'	N03°43'27"E
L31	147.00'	N00°17'50"E
L32	390.71'	S00°17'50"W
L33	115.00'	N00°17'50"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	392.41'	790.00'	028°27'37"
C2	387.43'	780.00'	028°27'33"

