

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)

ENHANCED IMPROVEMENTS AND ACCESS EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, its successors and assigns (the "City") does hereby grant and convey to **ESTRELLA JOINT COMMITTEE, INC., an Arizona non-profit corporation ("EJC")** an Enhanced Improvements and Access Easement.

The purpose of the Enhanced Improvements and Access Easement is to allow for and provided for the maintenance and operation of certain enhanced infrastructure improvements installed by or on behalf of NNP III – EMR 3, LLC, a Delaware limited liability company ("NNP"), which include decorative pavers, colored concrete, decorative headwalls, metal rails, decorative lighting and water features. Specifically, this Enhanced Improvements and Access Easement (the "Easement") shall be a permanent easement upon, over, under, across, above and through the real properties described in Exhibit "A," attached hereto and incorporated herein (the "Easement Areas"). Such Easement is for the purposes of:

- (i) the operation, maintenance, inspection, repair, replacement and removal of infrastructure improvements (the "Facilities") that have been installed by NNP pursuant to the Paving and Drainage Plans for Estrella Community 11, Phase 1 Infrastructure dated November 01, 2017 prepared by Slater Hanifan Group and approved by the City on January 18, 2018 and revised on May 31, 2018 (the "Approved Plans") by EJC and its employees, agents, representatives contractors and subcontractors (the "EJC Related Parties"); and
- (ii) providing the right of Ingress and Egress to the Easement Areas for the purposes set forth herein.

The Easement Areas are located within a portion of the right-of-way for Hillside Drive owned in fee by the City. The ongoing maintenance of the Facilities are required to preserve the integrity of Hillside Drive and the safety of the travelling public. EJC shall be responsible for the operation, maintenance, inspection, repair and replacement of the Facilities in accordance with the Approved Plans. EJC shall ensure that all of the Facilities located within the Easement Areas are maintained in good operating condition and repair at all times. Before accessing the Easement

Areas to undertake any maintenance or repairs of the Facilities, EJC shall obtain all permits and obtain all approvals required by the City for working within City rights-of-way.

Should EJC fail to properly operate, maintain or repair the Facilities, the City may, at its discretion, provide EJC with written notice that maintenance and/or repairs to the Facilities are required. EJC shall have 30 days from the date of such written notice to commence the required maintenance and/or repairs, and 30 days after such 30-day period to complete the required maintenance and/or repair, unless the required maintenance and/or repairs cannot, with commercially reasonable efforts, be completed within such 30-day period, in which event EJC shall diligently pursue such maintenance and/or repairs until completion. If the required maintenance and/or repairs is not started or completed in the time prescribed, the City shall be entitled to, perform the maintenance and/or repairs and will invoice EJC for the costs incurred by the City for such work, and the payment of which shall be due to the City within fifteen (15) days after written demand.

Notwithstanding the foregoing, if either the City Traffic Engineer or his/her designee or the City Engineer or his/her designee, in their reasonable discretion, determine that immediate maintenance and/or repairs of the Facilities are required for the safety of the traveling public or to preserve the integrity of Hillside Drive, the City shall have the right, without notice to EJC, to undertake or cause to be undertaken, all actions necessary to maintain, repair and/or restore the Facilities. In the event the City exercises its rights herein, the City invoice EJC for the costs incurred by the City for such work, and the payment of which shall be due to the City within fifteen (15) days after written demand.

EJC, on behalf of its successors and assigns, hereby agrees to defend, indemnify and hold harmless the City of Goodyear, its elected officials, directors, officers, and employees for, from and against any and all claims (including, without limitation, claims for mechanics' liens or materialmen's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, injuries, proceedings, fines, penalties, regulatory enforcement actions, costs and expenses (including, without limitation, reasonable attorneys' fees, charges, and disbursements) in connection with, arising out or alleged to arise out of: the Facilities; EJC's and/or EJC's Related Parties use of the Easement Areas; the operation, inspection, maintenance, repair, replacement, and/or removal of the Facilities by EJC and/or EJC's Related Parties; and/or the failure of EJC to properly inspect, maintain, operate, repair and/or remove the Facilities.

EJC shall carry Commercial General Liability insurance providing coverage against liability for bodily injury, property damage (including loss of use of property) and personal injury to cover its indemnification obligations herein. The amount of such insurance shall be a minimum of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. The policy shall be an occurrence based policy and shall provide coverage for bodily injury, property damage, personal injury, products and completed operations, and contractual obligations. The coverage required herein shall be at least as broad as Insurance Service Office Policy CG 001-11-88 or any replacement thereof. The City of Goodyear shall be named as an additional insured on the policy providing Commercial General Liability insurance (the "CGL Policy") and the CGL Policy shall be endorsed to include waivers of subrogation in favor of the City of Goodyear, its elected officials, directors, officers, and employees. EJC shall

provide the City with a certificate of insurance that evidences that EJC has the required commercial general liability insurance coverages and that the City has been named as an additional insured along with a copy of a blanket endorsement that evidences that the City of Goodyear has been added to EJC's CGL Policy as an additional insured and a copy of the endorsement that include a waiver of subrogation in favor of the City of Goodyear.

EJC shall ensure that the Easement Areas is free of any mechanics' construction or other lien by reason of labor performed or materials furnished in connection with any work within the Easement Areas. If any mechanic's, construction or other liens are created or filed against the Easement Areas by reason of labor performed or materials furnished in connection with any work within the Easement Areas as provided herein, EJC shall, upon demand by the City, and at EJC's sole cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed.

Subject to the terms and conditions of this Easement, EJC 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 all such rights and privileges in the Easement Areas 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 _____, 2020.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

ESTRELLA JOINT COMMITTEE, INC., an Arizona non-profit corporation

By: _____

Stuart Barney, President

State of Arizona)

)ss.

County of Maricopa)

The foregoing instrument (Enhanced Improvements and Access Easement) was acknowledged before me this 21st day of May, 2020 by Stuart Barney, as President of **ESTRELLA JOINT COMMITTEE, INC., an Arizona non-profit corporation.**



Leslie L. Sweeney
Notary Public

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation,**
the _____ day of _____, 2020.

By: _____

Its: _____

State of Arizona)

)ss.

County of Maricopa)

The foregoing instrument (Enhanced Improvements and Access Easement) was acknowledged before me this _____ day of _____, 2020 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"

EXHIBIT "A-1"
HILLSIDE DRIVE
M.C.R. 2018-0122889
ENHANCED IMPROVEMENTS EASEMENT

AREA 1

A PORTION OF LAND LYING WITHIN THE NORTHWEST ONE QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, FROM WHICH A FOUND BRASS CAP BEING THE NORTH ONE-QUARTER OF SECTION 12, BEARS SOUTH 89°30'18" EAST, A DISTANCE OF 2,571.62 FEET.

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST ONE QUARTER LINE SOUTH 89°30'18" EAST, A DISTANCE OF 1461.90 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF "HILLSIDE DRIVE & SENDERO DRIVE MAP OF DEDICATION" RECORDED IN BOOK 1370, PAGE 11 PER MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTH 15°19'51" WEST, A DISTANCE OF 145.11;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 65°24'15" WEST, A DISTANCE OF 25.75 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 19°17'40" WEST, A DISTANCE OF 50.39 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 20°53'47" EAST, A DISTANCE OF 28.54 FEET, TO A POINT ON A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 65°10'44" WEST, A DISTANCE OF 465.00 FEET;

THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 18°43'11" AND LENGTH OF 151.93 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 43°32'27" WEST, A DISTANCE OF 123.95 FEET, TO A POINT ON A TANGENT CURVE WHOSE RADIUS IS 385.00 FEET;

THENCE CONTINUING SOUTHERLY ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 36°32'37" AND LENGTH OF 245.55 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 47°54'12" WEST, A DISTANCE OF 29.54 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 0°17'51" WEST, A DISTANCE OF 50.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 47°18'29" EAST, A DISTANCE OF 29.54 FEET, TO A POINT ON A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 83°35'52" EAST, A DISTANCE OF 385.00;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 4°30'33" AND A LENGTH OF 30.30 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 10°54'41" EAST, A DISTANCE OF 56.55 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 264.00 FEET;

THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 8°37'36" AND LENGTH OF 39.75 FEET, TO **THE POINT OF BEGINNING**.

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 11°09'31", AND LENGTH OF 51.42 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 30°41'48" EAST, A DISTANCE OF 65.18 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 9°18'34" WEST, A DISTANCE OF 16.30 FEET;

THENCE LEAVING SAID RIGHT OF WAY NORTH 59°18'12" EAST, A DISTANCE OF 99.60 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID "HILLSIDE DRIVE & SENDERO DRIVE MAP OF DEDICATION";

THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 75°55'54" WEST, A DISTANCE OF 10.04 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 30°41'48" WEST, A DISTANCE OF 82.85 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 315.00 FEET;

THENCE NORTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 5°43'50", AND A LENGTH OF 31.51 FEET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 64°40'12" WEST, A DISTANCE OF 78.93 FEET, TO **THE POINT OF BEGINNING**.

SAID PARCEL CONTAINS 10,302 SQUARE FEET OR (0.24) ACRES.



EXPIRES 03/31/20

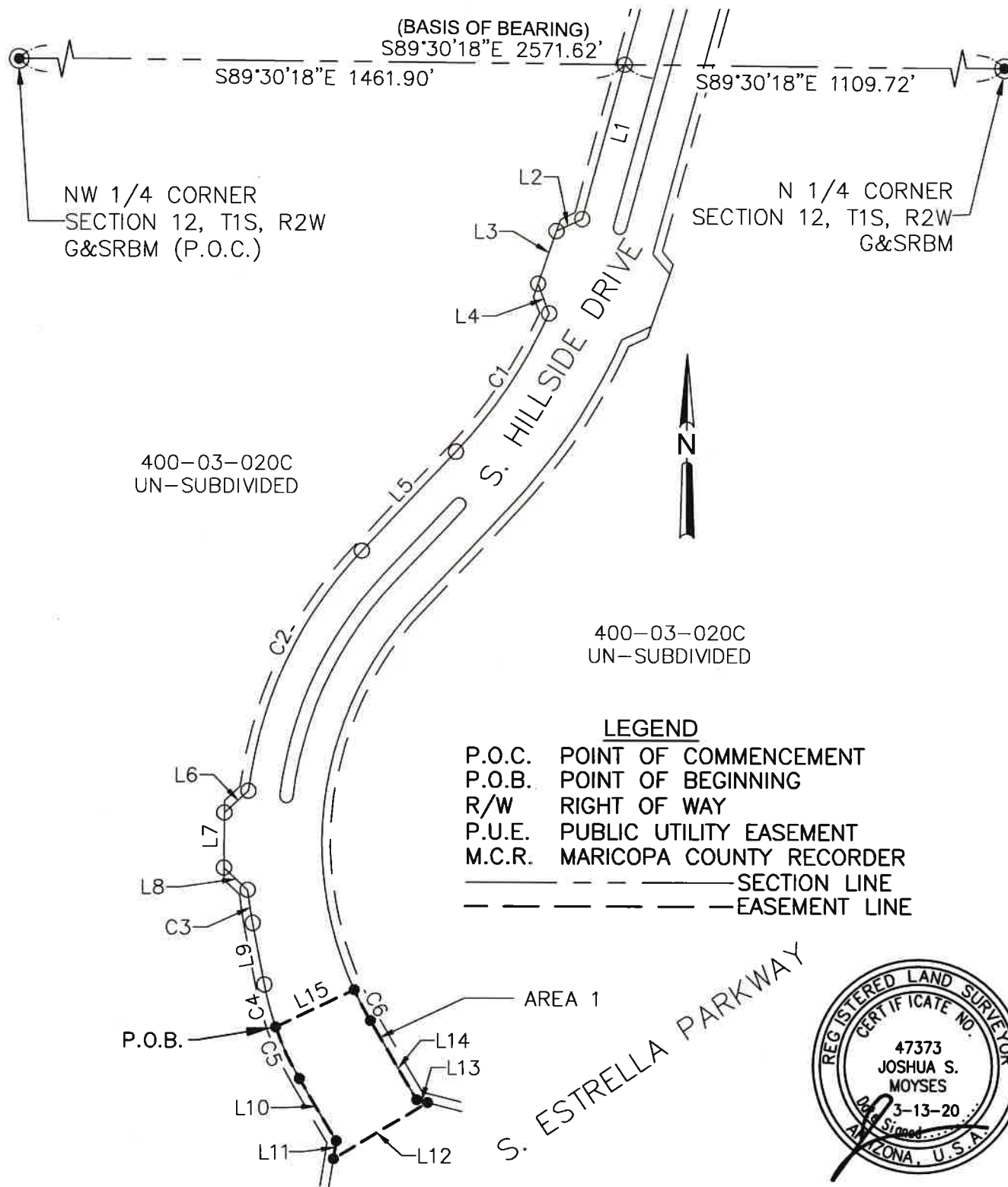


EXHIBIT B-1
HILLSIDE DRIVE
ENHANCED IMPROVEMENTS
EASEMENT



STRATEGIC
SURVEYING, LLC
1102 W. SOUTHERN AVE.
SUITE 4
TEMPE, AZ 85282
PHONE: (480) 272-7634

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	3/13/20
PAGE	3 OF 9

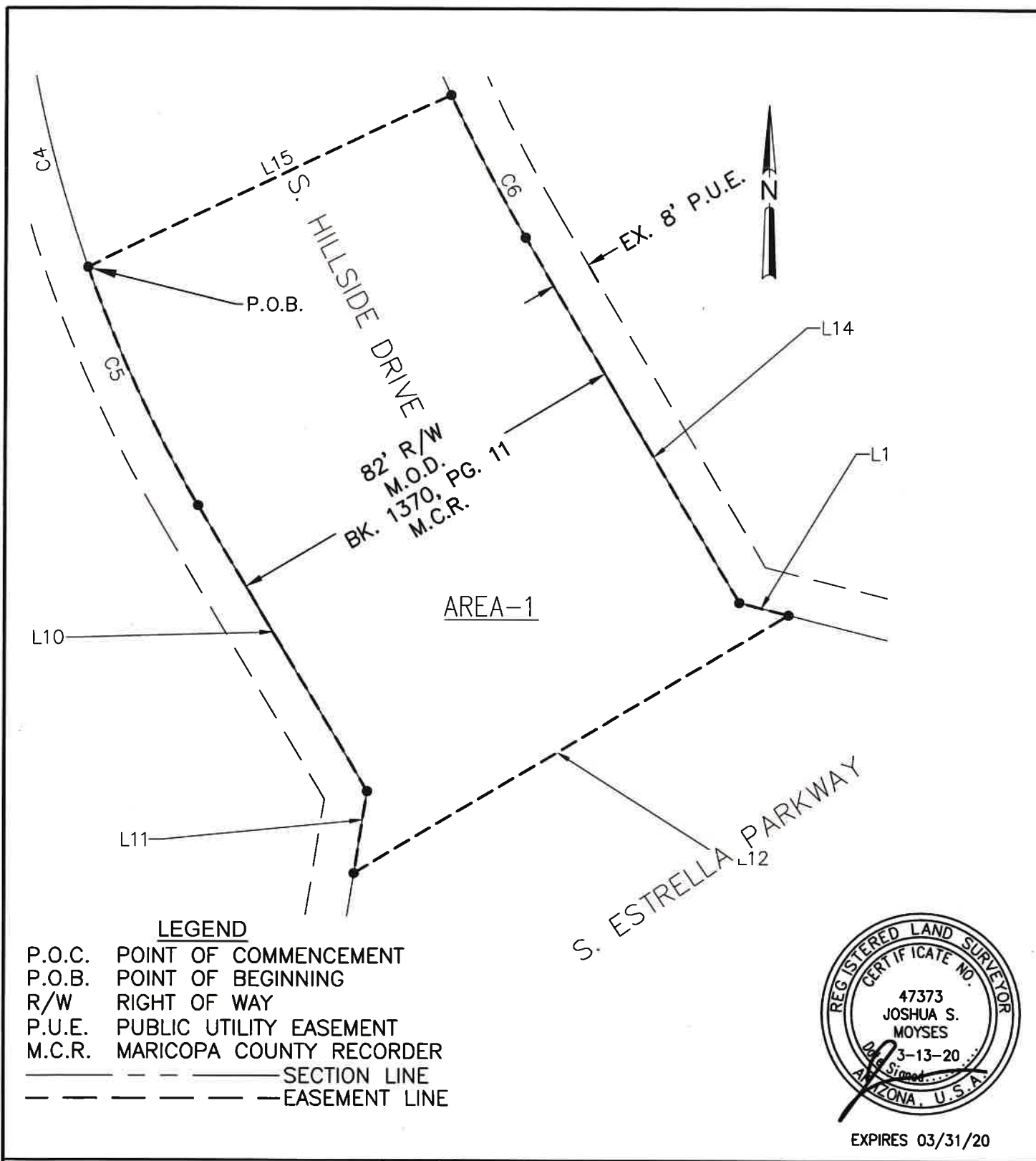


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SCALE	N.T.S.
DATE	3/13/20
PAGE	4 OF 9

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	145.11	S15°19'51"W
L2	25.75	S65°24'15"W
L3	50.39	S19°17'40"W
L4	28.54	S20°53'47"E
L5	123.95	S43°32'27"W
L6	29.54	S47°54'12"W
L7	50.00	S0°17'51"W
L8	29.54	S47°18'29"E
L9	56.55	S10°54'41"E
L10	65.18	S30°41'48"E
L11	16.30	S9°18'34"W
L12	99.60	N59°18'12"E
L13	10.04	N75°55'54"W
L14	82.85	N30°41'48"W
L15	78.93	S64°40'12"W



EXPIRES 03/31/20

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	151.93	465.00	18°43'11"	S34°10'52"W	151.25
C2	245.55	385.00	36°32'37"	S25°16'09"W	241.41
C3	30.30	385.00	4°30'33"	S8°39'25"E	30.29
C4	39.75	264.00	8°37'36"	S15°13'29"E	39.71
C5	51.42	264.00	11°09'31"	S25°07'02"E	51.33
C6	31.51	315.00	5°43'50"	N27°49'53"W	31.49

EXHIBIT B-1
HILLSIDE DRIVE
ENHANCED IMPROVEMENTS
EASEMENT



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CHECKED	JSM
SCALE	N.T.S.
DATE	3/13/20
PAGE	5 OF 9

EXHIBIT "A-2"
HILLSIDE DRIVE
M.C.R. 2018-0122889
ENHANCED IMPROVEMENTS EASEMENT

AREA 2

A PORTION OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE NORTHEAST CORNER OF SAID SECTION 1, FROM WHICH A FOUND BRASS CAP BEING THE NORTH ONE-QUARTER OF SAID SECTION 1, BEARS SOUTH 89°46'22" WEST, A DISTANCE OF 2,521.93 FEET;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER LINE SOUTH 00°20'30" WEST, A DISTANCE OF 1,222.55 FEET, TO A POINT LYING ON THE WESTERLY RIGHT OF WAY OF "ESTRELLA PHASE ONE MAP OF DEDICATION" RECORDED IN BOOK 318, PAGE 38 PER MARICOPA COUNTY RECORDS AND ALSO BEING THE POINT OF BEGINNING AS SHOWN ON MAP OF DEDICATION OF "HILLSIDE DRIVE & SENDERO DRIVE" RECORDED IN BOOK 1370, PAGE 11 PER MARICOPA COUNTY RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY PER MAP OF DEDICATION "HILLSIDE DRIVE & SENDERO DRIVE" AS RECORDED IN BOOK 1370, PAGE 11 PER MARICOPA COUNTY RECORDS, NORTH 89°15'19" WEST, A DISTANCE OF 36.73 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 55°32'06" WEST, A DISTANCE OF 13.76 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 55°32'06" WEST, A DISTANCE OF 53.15 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 385.00 FEET;

THENCE WESTERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 06°32'29" AND LENGTH OF 43.95 FEET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 28°13'17" WEST, A DISTANCE OF 70.00 FEET, TO A POINT ON SAID SOUTHERLY RIGHT OF WAY AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 27°51'27" WEST, A DISTANCE OF 315.00 FEET;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 6°36'27" AND LENGTH OF 36.33 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 55°32'06" EAST, A DISTANCE OF 53.16 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY NORTH 34°27'27" EAST, A DISTANCE OF 70.00 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 6,533 SQUARE FEET OR (0.15) ACRES, MORE OR LESS.

AREA 3

A PORTION OF LAND LYING WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE NORTHEAST CORNER OF SAID SECTION 1, FROM WHICH A FOUND BRASS CAP BEING THE NORTH ONE-QUARTER OF SAID SECTION 1, BEARS SOUTH 89°46'22" WEST, A DISTANCE OF 2,521.93 FEET;

THENCE LEAVING SAID NORTHEAST CORNER SOUTH 75°58'24" WEST, A DISTANCE OF 1219.17 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 68°44'16" WEST, A DISTANCE OF 33.43 FEET;

THENCE SOUTH 20°26'59" WEST, A DISTANCE OF 3.47 FEET;

THENCE SOUTH 68°46'11" EAST, A DISTANCE OF 33.54 FEET;

THENCE NORTH 18°33'31" EAST, A DISTANCE OF 3.46 FEET, TO THE **POINT OF BEGINNING**.

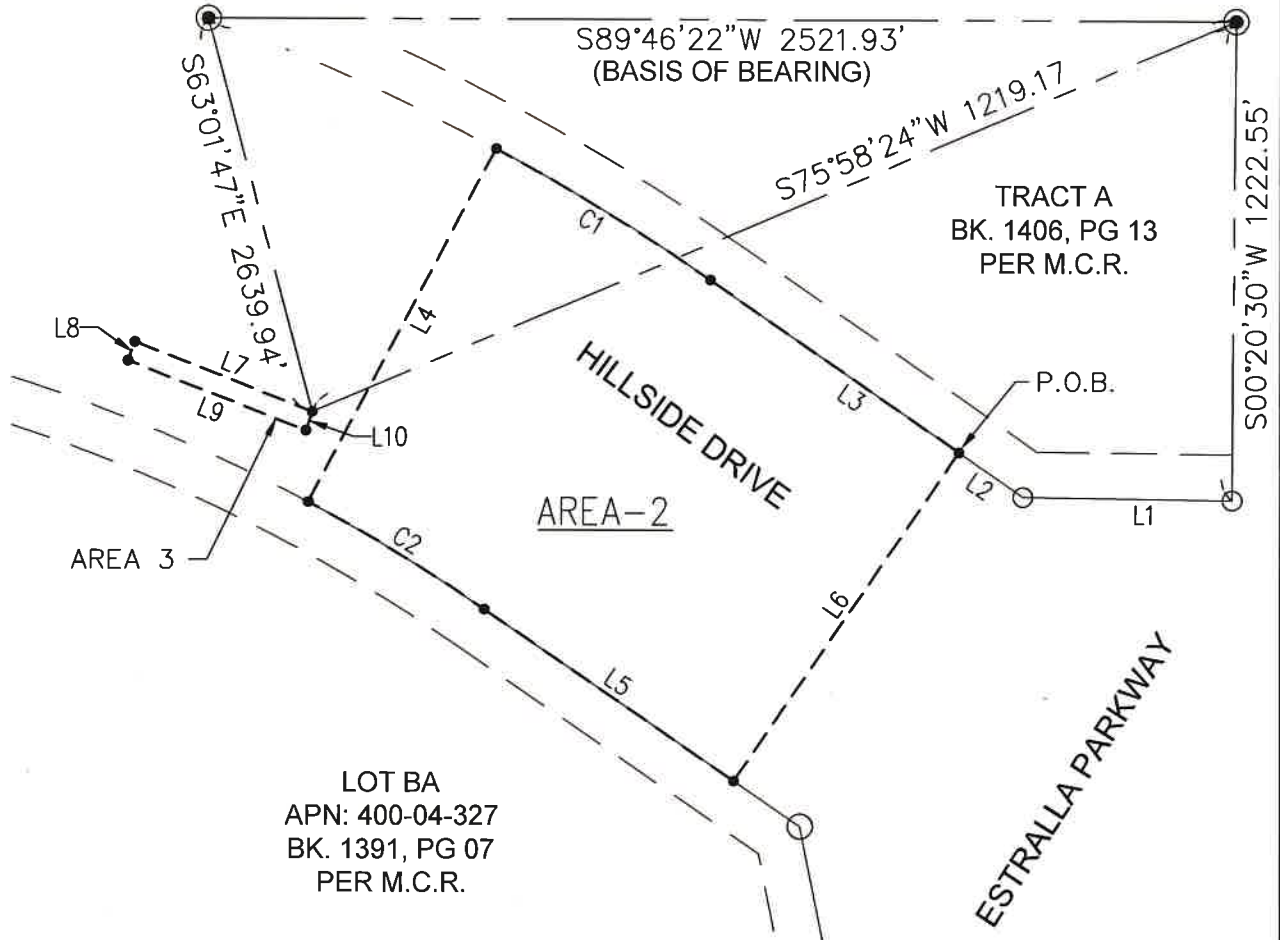
SAID PARCEL CONTAINS 116 SQUARE FEET OR (0.003) ACRES, MORE OR LESS.



EXPIRES 03/31/20

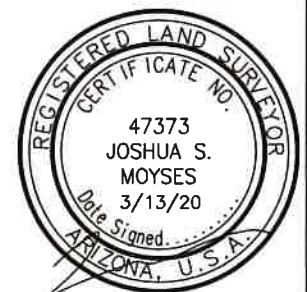
FD GLO BRASS CAP,
BEING THE N $\frac{1}{4}$ COR.,
SEC. 1, T.1S., R.2W.
PER G.&S.R.B.&M.

FD GLO BRASS CAP,
BEING THE NE. COR.,
SEC. 1, T.1S., R.2W. PER
G.&S.R.B.&M.(P.O.C.)



LEGEND

- P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
M.O.D. MAP OF DEDICATION PER BK. 1370, PG. 11 PER M.C.R.
P.U.E. PUBLIC UTILITY EASEMENT
M.C.R. MARICOPA COUNTY RECORDER
----- EASEMENT LINE
----- SECTION LINE
----- MONUMENT LINE PER M.O.D.



EXPIRES 03/31/20

EXHIBIT B-2
HILLSIDE DRIVE
ENHANCED IMPROVEMENTS
EASEMENT



STRATEGIC
SURVEYING, LLC
1102 W. SOUTHERN AVE.
TEMPE, AZ 85282
PHONE: (480) 272-7634

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SCALE	NTS
DATE	3/13/20
PAGE	8 OF 9

LINE TABLE		
LINE#	LENGTH	BEARING
L1	36.73	N89°15'19"W
L2	13.76	N55°32'06"W
L3	53.15	N55°32'06"W
L4	70.00	S28°13'17"W
L5	53.16	S55°32'06"E
L6	70.00	N34°27'27"E
L7	33.43	N68°44'16"W
L8	3.47	S20°26'59"W
L9	33.54	S68°46'11"E
L10	3.46	N18°33'31"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD LENGTH	CHD BEARING
C1	43.95	385.00	6°32'29"	43.93	N58°48'20"W
C2	36.33	315.00	6°36'27"	36.31	S58°50'19"E



EXPIRES 03/31/20

EXHIBIT B-2
HILLSIDE DRIVE
ENHANCED IMPROVEMENTS
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PAGE	9 OF 9