

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, SIDEWALK AND ACCESS EASEMENT
(PUSE 1)**

GRANTOR:

NNP III-EMR 4, 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, **NNP III-EMR 4, LLC, a Delaware limited liability company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, its successors and assigns ("Grantee"), a Public Utility, Sidewalk and Access Easement. The Public Utility, Sidewalk and Access Easement (the "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"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing public utility facilities in, over, above, and under the Easement Area by the City of Goodyear and its Permittees; (ii) entering upon, constructing, installing, operating, maintaining, repairing and/or replacing public sidewalks over and above the Easement Area by the City of Goodyear and its Permittees; (iii) pedestrian travel by the general public over any public sidewalks installed with the Easement Area; and (iv) providing access to the Easement Area for the purposes set forth herein.

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, Sidewalk 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, Sidewalk 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 _____, 2020.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

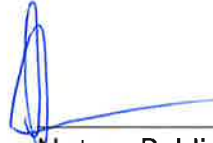
NNP III-EMR 4, LLC, a Delaware limited liability company

By: 
William M. Olson, Senior Vice President

State of Arizona)
)ss.
County of Maricopa)



The foregoing instrument (Public Utility, Sidewalk and Access Easement) was acknowledged before me this 19TH day of NOVEMBER, 2020 by William M. Olson, as Senior Vice President of **NNP III-EMR 4, LLC, a Delaware limited liability company.**


Notary Public

Signatures, Acknowledgements and Exhibits Continued on Following Pages

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 (Public Utility, Sidewalk 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"

LEGAL DESCRIPTION

(On the following pages)

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT
ESTRELLA

A STRIP OF LAND BEING LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING DESCRIBED AS FOLLOWS;

COMMENCING AT, THE NORTHEAST CORNER OF SECTION 11, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11, BEARS NORTH 89°39'42" WEST;

THENCE LEAVING THE NORTHEAST CORNER OF SAID SECTION 11, SOUTH 19°49'59" WEST, 1796.80 FEET, TO A POINT ON THE BOUNDARY LINE OF PARCEL 60A AS RECORDED IN DOCUMENT 2008-0435193 OF MARICOPA COUNTY RECORDS, BEING COMMON WITH PARCEL 44C AS RECORDED IN DOCUMENT 2006-0660447 OF MARICOPA COUNTY RECORDS, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID COMMON BOUNDARY LINE OF PARCELS 60A AND PARCEL 44C SOUTH 21°29'39" WEST, 11.08 FEET;

THENCE LEAVING SAID BOUNDARY LINE SOUTH 86°00'08" WEST, 26.39 FEET;

THENCE SOUTH 82°50'50" WEST, 14.85 FEET;

THENCE SOUTH 85°24'48" WEST, 53.92 FEET;

THENCE SOUTH 82°24'48" WEST, 72.00 FEET;

THENCE SOUTH 85°24'48" WEST, 18.01 FEET;

THENCE SOUTH 82°29'07" WEST, 23.45 FEET;

THENCE SOUTH 83°41'08" WEST, 31.16 FEET;

THENCE SOUTH 83°47'15" WEST, 35.90 FEET;

THENCE SOUTH 83°18'30" WEST, 31.71 FEET;

THENCE NORTH 4°00'03" WEST, 10.01 FEET;

THENCE NORTH 83°18'30" EAST, 31.28 FEET;

THENCE NORTH 83°47'15" EAST, 35.93 FEET;

THENCE NORTH 83°41'08" EAST, 31.05 FEET;

THENCE NORTH 82°29'07" EAST, 23.60 FEET;

THENCE NORTH 85°24'48" EAST, 18.01 FEET;

THENCE NORTH 82°24'48" EAST, 72.00 FEET;

THENCE NORTH 85 °24'48" EAST, 53.96 FEET;

THENCE NORTH 82°50'50" EAST, 14.91 FEET;

THENCE NORTH 86°00'08" EAST, 31.44 FEET, TO THE **POINT OF BEGINNING**.

SAID STRIP CONTAINS 3,097 SQUARE FEET OR (0.07) ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXPIRES 03/31/23

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
G.&S.R.B.&M. GILA AND SALT RIVER
BASE AND MERIDIAN
CENTERLINE
ADJACENT PARCEL
TIE LINE
EASEMENT LINE
SECTION LINE
RIGHT OF WAY

N 1/4 CORNER
SECTION 11
T1S, R2W
G&SRB&M

NE 1/4 CORNER
SECTION 11, T1S, R2W
G&SRB&M

(BASIS OF BEARING) (P.O.C.) AREA 1&2
N89°39'42"W 2649.28'

S. ESTRELLA PKWY

S55°05'31"E 2658.94'

S19°49'59"W 1796.80'
R/W 65'

(P.O.B.)

NNP III ESTRELLA
MOUNTAIN RANCH LLC
APN 400-03-977

NNP III EMR 4 LLC
APN 400-03-976A



EXPIRES 03/31/23

SCALE: 1" = 60'



**PUBLIC UTILITY
EASEMENT
EXHIBIT A**



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

DRAWN	AV
CHECKED	JSM
SCALE	1"=60'
DATE	10/05/20
PAGE	3 OF 4

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	11.08	S21°29'39"W
L2	26.39	S86°00'08"W
L3	14.85	S82°50'50"W
L4	53.92	S85°24'48"W
L5	72.00	S82°24'48"W
L6	18.01	S85°24'48"W
L7	23.45	S82°29'07"W
L8	31.16	S83°41'08"W
L9	35.90	S83°47'15"W
L10	31.71	S83°18'30"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L11	10.01	N04°00'03"W
L12	31.28	N83°18'30"E
L13	35.93	N83°47'15"E
L14	31.05	N83°41'08"E
L15	23.60	N82°29'07"E
L16	18.01	N85°24'48"E
L17	72.00	N82°24'48"E
L18	53.96	N85°24'48"E
L19	14.91	N82°50'50"E
L20	31.44	N86°00'08"E



EXPIRES 03/31/23

PUBLIC UTILITY
EASEMENT
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	1"=60'
DATE	10/05/20
PAGE	4 OF 4