

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 2)**

GRANTOR:

GRANTEE:

**NNP III-EMR 3, LLC, a Delaware limited
liability company**

**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 3, 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:

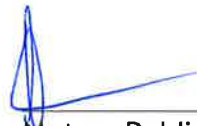
NNP III-EMR 3, LLC, a Delaware limited liability company

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 3, 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 NORTHWEST ONE-QUARTER OF SECTION 12, 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 12, BEARS SOUTH 89°30'23" EAST, 2571.59 FEET;

THENCE LEAVING THE NORTHEAST CORNER OF SAID SECTION 11, SOUTH 42°01'08" EAST, 1667.03 FEET, TO A POINT ON AN EXISTING PUBLIC UTILITY EASEMENT ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASEMENT NORTH 59°18'20" EAST, 14.14 FEET;

THENCE LEAVING SAID EASEMENT SOUTH 75°41'40" EAST, 7.58 FEET;

THENCE NORTH 59°04'36" EAST, 83.26 FEET;

THENCE NORTH 14°18'20" EAST, 7.11 FEET, TO A POINT ON AN EXISTING PUBLIC UTILITY EASEMENT;

THENCE ALONG SAID EASEMENT NORTH 59°18'20" EAST, 14.14 FEET;

THENCE LEAVING SAID EASEMENT SOUTH 14°18'20" WEST, 21.23 FEET;

THENCE SOUTH 59°04'36" WEST, 91.55 FEET;

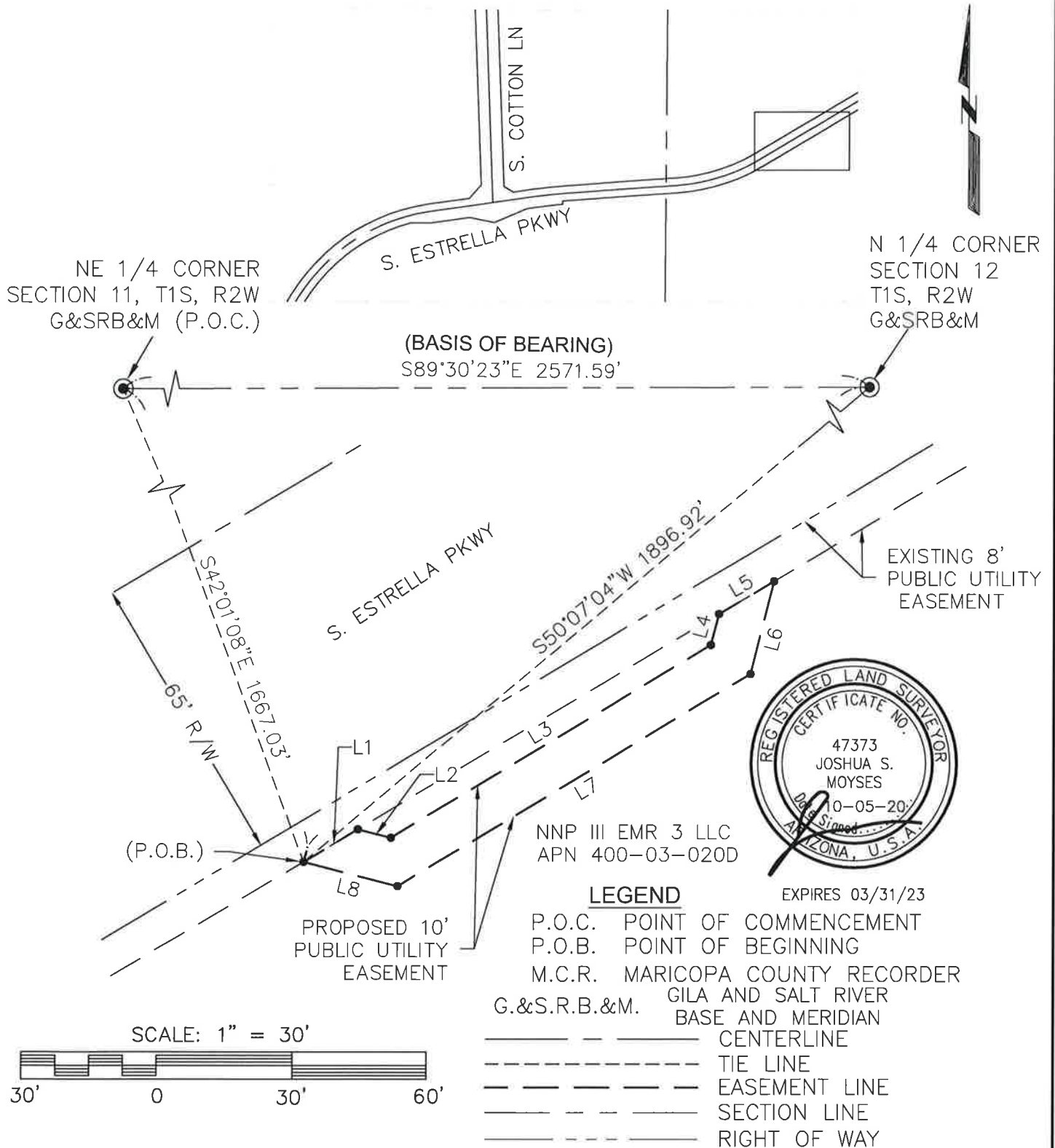
THENCE NORTH 75°41'40" WEST, 21.75 FEET, TO THE **POINT OF BEGINNING**.

SAID STRIP CONTAINS 1162 SQUARE FEET OR (0.26) ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXPIRES 03/31/23



**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"=30'
DATE	10/05/20
PAGE	2 OF 3

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	14.14	N59°18'20"E
L2	7.58	S75°41'40"E
L3	83.26	N59°04'36"E
L4	7.11	N14°18'20"E
L5	14.14	N59°18'20"E
L6	21.23	S14°18'20"W
L7	91.55	S59°04'36"W
L8	21.75	N75°41'40"W



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

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