

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)

**EXCLUSIVE WATER LINE AND ACCESS EASEMENT  
(WLE 3)**

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 (collectively "GRANTEE") a perpetual Exclusive Water Line and Access Easement. The Exclusive Water Line and Access Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground water lines and appurtenances (the "Water Line Facilities") within, on, across, over, and under the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), 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. GRANTOR reserves for itself, its successors and assigns the right to use the real property described in Exhibit "A" for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not interfere with or endanger any of the City's improvements constructed within, on, across, over or under the real property described in Exhibit "A". GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the real property described in Exhibit "A". GRANTOR, its successors and assigns shall not install any trees within the real property described in Exhibit "A", but may install shallow rooted landscaping within the real property described in Exhibit "A" as approved by the City Engineer or his designee, which

approval shall be based on the determination that the proposed landscaping does not present any risk of damage or impairment to Water Line Facilities.

GRANTEE shall be responsible for the operation of any Water Line Facilities constructed within the Easement Area.

GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal, repair and/or replacement of any Water Line Facilities constructed by GRANTOR, until such time as GRANTEE accepts the Water Line Facilities, in writing, following the expiration of the applicable warranty period ("Acceptance"), provided, however, the need for such work is not caused by GRANTEE'S negligent or intentional wrongful operation of such Water Line Facilities. Upon Acceptance of the water line facilities, GRANTEE shall be responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of the Water Line Facilities constructed by GRANTOR.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of GRANTOR and GRANTEE.

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 (Exclusive Water Line 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 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 (Exclusive Water Line 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**

*Exhibit(s) on Following Page(s)*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**WATER 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°49'30" WEST, 1787.97 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE FOR ESTRELLA PARKWAY AS RECORDED IN BOOK 318, PAGE 38 OF MARICOPA COUNTY RECORDS, BEING COMMON WITH THE BOUNDARY CORNER OF PARCELS 60A AS RECORDED IN DOCUMENT 2008-0435193 OF MARICOPA COUNTY RECORDS AND PARCEL 44C AS RECORDED IN DOCUMENT 2006-0660447 OF MARICOPA COUNTY RECORDS, ALSO BEING THE **POINT OF BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE COMMON BOUNDARY LINE BETWEEN SAID LOTS 60A AND 44C SOUTH 21°29'39" WEST, 8.83 FEET;

THENCE LEAVING SAID BOUNDARY LINE SOUTH 86°00'08" WEST, 31.44 FEET;

THENCE SOUTH 82°50'50" WEST, 14.91 FEET;

THENCE SOUTH 85°24'48" WEST, 53.96 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, 23.60 FEET;

THENCE SOUTH 83°41'08" WEST, 31.05 FEET;

THENCE SOUTH 83°47'15" WEST, 35.93 FEET;

THENCE SOUTH 83°18'30" WEST, 31.28 FEET;

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

THENCE NORTH 83°18'30" EAST, 30.85 FEET;

THENCE NORTH 83°47'15" EAST, 35.97 FEET;

THENCE NORTH 83°41'08" EAST, 30.93 FEET;

THENCE NORTH 82°29'07" EAST, 23.75 FEET;

THENCE NORTH 85°24'48" EAST, 18.00 FEET;

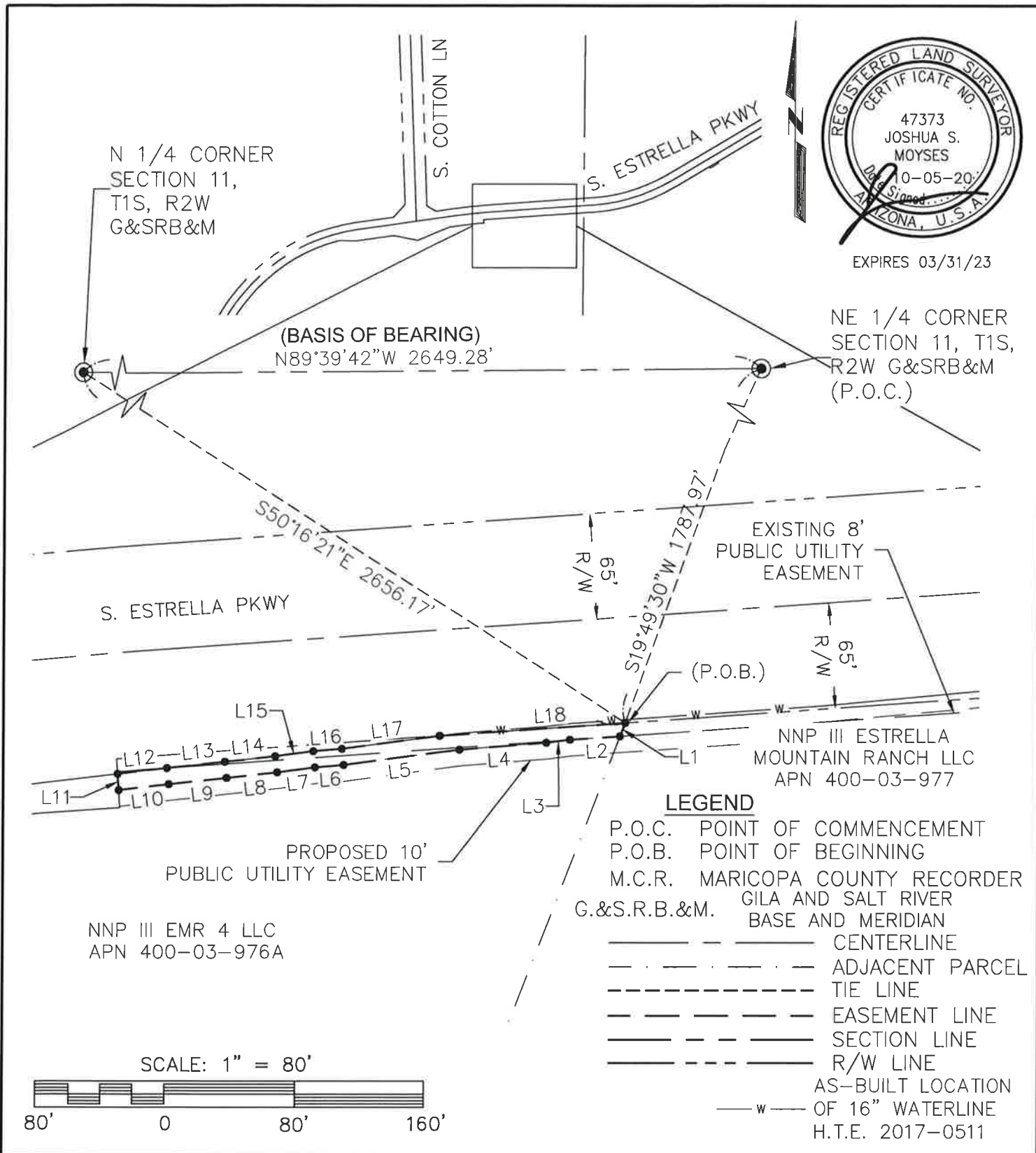
THENCE NORTH 82°24'48" EAST, 61.08 FEET, TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 85°59'14" EAST, 115.35 FEET,  
TO THE **POINT OF BEGINNING**.

SAID STRIP CONTAINS 2,993 SQUARE FEET OR (0.07) ACRES, MORE OR LESS.



EXPIRES 03/31/23



## WATER 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"=80'
DATE	10/05/20
PAGE	3 OF 4



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	8.83	S21°29'39"W
L2	31.44	S86°00'08"W
L3	14.91	S82°50'50"W
L4	53.96	S85°24'48"W
L5	72.00	S82°24'48"W
L6	18.01	S85°24'48"W
L7	23.60	S82°29'07"W
L8	31.05	S83°41'08"W
L9	35.93	S83°47'15"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L10	31.28	S83°18'30"W
L11	10.01	N04°00'03"W
L12	30.85	N83°18'30"E
L13	35.97	N83°47'15"E
L14	30.93	N83°41'08"E
L15	23.75	N82°29'07"E
L16	18.00	N85°24'48"E
L17	61.08	N82°24'48"E
L18	115.35	N85°59'14"E



EXPIRES 03/31/23

# WATER EASEMENT EXHIBIT B



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

DRAWN	AV
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