

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 4)**

GRANTOR:

NNP III-EMR 3, 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 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 (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:

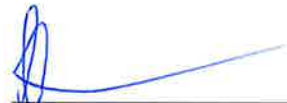
NNP III-EMR 3, LLC, a Delaware limited liability company

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 3, 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
WATERLINE 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;

THENCE LEAVING THE NORTHEAST CORNER OF SAID SECTION 11, SOUTH 42°16'51" EAST, 1660.41 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, ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 59°18'20" EAST, 109.66 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 14°18'20" WEST, 18.43 FEET;

THENCE SOUTH 59°04'36" WEST, 83.26 FEET;

THENCE NORTH 75°41'40" WEST, 18.90 FEET, TO THE **POINT OF BEGINNING**.

SAID STRIP CONTAINS 1,273 SQUARE FEET OR (0.03) ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



EXPIRES 03/31/23

| LINE TABLE | | |
|------------|--------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 109.66 | N59°18'20"E |
| L2 | 18.43 | S14°18'20"W |
| L3 | 83.26 | S59°04'36"W |
| L4 | 18.90 | N75°41'40"W |



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 |
| CHECKED | JSM |
| SCALE | 1"=40' |
| DATE | 10/05/20 |
| PAGE | 3 OF 3 |