

When recorded, return to:

City Clerk
City of El Mirage, Arizona
10000 N. El Mirage Road
El Mirage, AZ 85335-3607

**DEVELOPMENT AGREEMENT BETWEEN
CITY OF EL MIRAGE, DPML COPPERWING, LLC,
AND DPML COPPERWING LANDCO IV, LLC
FOR THE ABANDONMENT OF BUTLER DRIVE AND 129TH AVENUE**

This Agreement is made on May ____, 2024, by and between:

The City of El Mirage, an Arizona municipal corporation, with an address at 10000 N El Mirage Road, El Mirage, AZ 85335 (hereinafter **City**), DPML Copperwing, LLC, a Delaware Limited Liability Company, and DPML Copperwing Landco IV, LLC, a Delaware Limited Liability Company, both with an address at 5500 Equity Avenue, Reno, NV 89502 (collectively hereinafter **Developer**).

Whereas, the City, Maricopa County, a political subdivision of the State of Arizona, and the Cities of Glendale and Peoria, all Arizona Municipal Corporations, formed the Northern Parkway Executive Committee, and are also known as the Parties. The Parties entered into an Intergovernmental Agreement dated December 26, 2008, recorded in the office of the Maricopa County Recorder as document number 2008-1088049 (**First IGA**), to define the Parties' respective responsibilities for the cost-sharing, design, construction, construction management, rights-of-way acquisition, utility relocation, and maintenance of the Northern Parkway Program (**NPP**) as defined in said IGA and under the Maricopa Association of Governments (**MAG**) Regional Transportation Plan (**RTP**) and the Arterial Life Cycle Program (**ALCP**).

Whereas, the City and Maricopa County entered into a second intergovernmental agreement relating to NPP improvements from Dysart Road to 111th Avenue dated August 23, 2017, recorded in the office of the Maricopa County Recorder as document number 2017-0653669 (**Second IGA**).

Whereas, as part of the improvements to the NPP, the Parties agreed to construct Butler Drive and 129th Avenue (**Project**).

Whereas, since the execution of the First and Second IGAs, the Developer submitted to the City an initial abandonment request on February 28, 2024 and a revised abandonment request on April 29, 2024 to abandon the rights-of-way legally described and identified in Exhibits "A", "B", and "C" (**Abandonment**), which are incorporated by reference as if fully set forth herein.

Whereas, an April 8, 2024 Traffic Impact Study found that the magnitude of existing and projected traffic volumes that utilize the Abandonment roadways supports the removal of these roadways.

Whereas, the City has obtained an appraisal of the value of the Abandonment roadways.

Whereas, the City has advised the Developer that the Abandonment cannot occur unless the Developer (i) pays the City Three Million Two Hundred Seventy-Nine Thousand and no/100

(\$3,279,000.00) Dollars (**City Payment**), (ii) pays Maricopa County on behalf of the Parties Eight Million and no/100 (\$8,000,000.00) Dollars to reimburse the Federal Highway Administration (FHWA), ADOT, and MAG for all federal expenditures and local matching funds provided for construction pursuant to the Second IGA (**Reimbursement**), and (iii) obtains a release / relinquishment of all interests and easements that Maricopa County has in the Abandonment roadways, including, but not limited to, the Road Declaration recorded at Maricopa County Recorder's Recording Number 2020-0219669 (**County Releases / Relinquishments**).

Whereas, the purpose of these payments is to provide commensurate value to the City and its NPP partners for the Abandonment and to ensure that all federal and local match funds used to construct the Abandonment roadways are reimbursed in full.

Whereas, the roadway Abandonment impacts Maricopa County Assessor Parcel Numbers (APN) 501-45-986, 501-45-985, 501-46-854, and 501-45-983B, and creates certain improvement requirements, including the construction of a public cul-de-sac.

Whereas, the Developer agrees to provide the City Payment and Reimbursement, the County Releases / Relinquishments, and address future impacts of the Abandonment by dedicating and constructing necessary improvements.

NOW THEREFORE, for good and valuable consideration, the mutual promises herein contained, and other good and valuable consideration, the sufficiency and adequacy of which are acknowledged, the City and the Developer agree as follows:

1. The City and the Developer acknowledge the truth and accuracy of the foregoing recitals and incorporate them herein by this reference.
2. The Developer shall deposit with a commercially reasonable escrow agent the sum of \$3,279,000, which sum shall be the City Payment and shall be paid to the City. The deposit to escrow shall include a reference to TT00498 - Northern Parkway – El Mirage Alternative Access. The escrow agent will release the City's Payment upon: (i) payment of the Reimbursement; (ii) recordation of the County Releases / Relinquishments; (iii) approval by the City Council of the Abandonment of the City right-of-way for the relevant portions of 129th Avenue and Butler Drive; (iv) recording of the City of El Mirage Ordinance O24-05-03; and (v) the acquisition of the Developer's adjacent property consisting of APN 501-45-985 and 501-45-986 by a third party identified here as Project Blade (**Acquisition**). The City and the escrow agent shall cooperate to simultaneously remit payments and record the Abandonment with the Acquisition and other documents. The City and the Developer expect that Acquisition and the release of the City Payment to occur on or before May 31, 2024. In the event of a delay with the Acquisition, the Developer shall have up to September 30, 2024 to complete the Acquisition. In the event the Acquisition does not occur by September 30, 2024, the City Payment and the Reimbursement will be returned to the Developer, this Agreement will no longer be in effect, and the City will rescind any abandonment ordinances related hereto. The Developer acknowledges and agrees that any City Abandonment hereunder extends to vacating the subject rights-of-way only, and all costs, obligations, or actions relating to the roadways, including, but not limited to, roadway management, maintenance, removal, and/or demolition of any improvements, streetlights, utilities, retention basins, dry wells, irrigation ditches, etc., shall be the sole responsibility of the Developer, or whomever or whichever entity is the owner at the time, following Abandonment.

3. The Developer expressly acknowledges and agrees that the public utility easements requested to be abandoned in Developer's April 29, 2024 amended abandonment application are subject to approval by entities that are not parties to this Agreement and that these utility abandonments may not be complete as of the effective date of this Agreement and Abandonment, and are contingent upon third party approval. It is the Parties' understanding that the public utility easements located on the south side of Butler Drive and on the east and west sides of 129th Avenue legally described and identified in Exhibits "D" and "E" solely contain electrical wiring and streetlights owned by Arizona Public Service Company (**APS**), and that APS intends to release or abandon all of its wiring and streetlights after the Acquisition pursuant to APS's May 6, 2024 intent to release letter, and that the City will therefore include the abandonment of those specific public utility easements with the Abandonment, subject to final consent to the abandonment from APS.
4. Upon full execution of this Agreement, and all other conditions precedent, including the release of the City Payment and Reimbursement and the County Releases / Relinquishments, as outlined in this Agreement, the City will abandon its right-of-way in the Abandonment area as shown in Exhibit "A", "B", and "C," and, subject to final consent to the abandonment from APS, will abandon those public utility easements as shown on Exhibits "D" and "E," and as further provided for in the City's abandonment ordinance.
5. In the event the City Payment or Reimbursement is not released or the County's Releases / Relinquishments are not effectuated as outlined in this Agreement, then and in such an event, the Developer acknowledges that the Abandonment will not be recorded and will thus not become effective or binding.
6. The City and the Developer acknowledge that upon release of the City's Payment to the City and recordation of the Abandonment, the Developer shall immediately install traffic control devices (i.e., jersey barriers, signs, barricades, etc.), pursuant to Developer's City-approved traffic control plan, at all three ends of the Project (the east end of the abandoned portion of Butler Drive, the south end of 129th Avenue, and the west end of Butler Drive) to immediately stop any and all public use, vehicular and otherwise, of the former right-of-way. The Developer expressly acknowledges and agrees that once the City payment is made and the Abandonment Ordinance is recorded, all risk of loss related to ownership and possession of the Abandonment roadways, including liability to third persons, shall be the responsibility of the Developer. The Developer shall indemnify and hold City harmless for all such loss, damage, liability, fees or costs of any kind whatsoever arising out of the Abandonment roadways. This indemnity shall bind subsequent Owners of the Abandonment roadways, and Developer shall be released from any obligation pursuant to this indemnity at the time of transfer of ownership of the Abandonment roadways.
7. Within twelve months from the effective date of this Agreement, the Developer shall construct and dedicate, at its sole expense, a permanent public cul-de-sac at the east end of Butler Drive, as depicted in Exhibit "F". The Developer must submit to the City for review and approval (i) engineering documents of the design; and (ii) a Plat for the dedication of the right-of-way to the City. Upon the City's approval of the construction of the cul-de-sac and the recording of the Plat, the City will assume ownership of the cul-de-sac. This construction and dedication obligation shall bind subsequent Owners of the Abandonment roadways, and DPML Copperwing, LLC and DPML Copperwing Landco IV, LLC shall be released from any obligation pursuant to this indemnity at the time of transfer of ownership of the Abandonment roadways.

8. The Developer acknowledges that the Abandonment roadways will be abandoned "AS-IS, WHERE-IS" and with all defects and faults and City makes no representations or warranties, express or implied, concerning the Abandonment roadways. Developer represents and warrants that: (i) it is experienced and sophisticated in real estate transactions and is capable of evaluating the merits of the transaction contemplated by this Agreement; and (ii) Developer has conducted the independent due diligence and inspection of the Abandonment roadways deemed necessary by Developer to evaluate the transaction contemplated by this Agreement. Developer represents and warrants that neither City nor anyone associated or claiming to be associated with City has made any other representation or warranty, oral or written, to induce Developer to enter into this Agreement. By signing this Agreement, Developer represents and warrants that the abandonment and compensation for the Abandonment roadways shall be based upon Developer's independent due diligence and inspection of the Abandonment roadways and not based upon any representations or warranties of City or anyone associated or claiming to be associated with City. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEVELOPER ACKNOWLEDGES THAT THE ABANDONMENT ROADWAYS ARE ABANDONED WITHOUT ANY REPRESENTATIONS OR WARRANTIES RELATING TO: (A) THE VALUE AND THE PHYSICAL DIMENSIONS OR OTHER CHARACTERISTICS OF THE ABANDONMENT ROADWAYS OR ANY NEARBY PROPERTY; (B) THE ZONING OF THE PROPERTY, AND THE HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR DEVELOPER'S PURPOSES; (C) THE INVESTMENT POTENTIAL, INCOME CAPACITY, OR EXPENSE PROFILE FOR THE ABANDONMENT ROADWAYS; (D) THE TAX CONSEQUENCES OF DEVELOPER'S ACQUISITION OF THE ABANDONMENT ROADWAYS; (E) MATTERS OF TITLE, PERMITTED USES, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS OR OTHER MATTERS RELATING TO OR AFFECTING THE ABANDONMENT ROADWAYS; (F) THE AVAILABILITY OR SUFFICIENCY OF UTILITIES TO THE ABANDONMENT ROADWAYS; (G) THE INTEGRITY OF THE LAND (INCLUDING, WITHOUT LIMITATION, SUBSIDENCE AND SUBSURFACE CONDITIONS), THE CONDITION OF THE SOIL, WATER OR ANY IMPROVEMENTS TO THE ABANDONMENT ROADWAYS; OR (H) THE COMPLIANCE OF THE ABANDONMENT ROADWAYS WITH ANY LAWS, INCLUDING WITHOUT LIMITATION THE ENVIRONMENTAL LAWS AND THE AMERICANS WITH DISABILITIES ACT OF 1990, AND DEVELOPER EXPRESSLY WAIVES ANY CLAIMS AGAINST CITY ARISING FROM ANY NON-COMPLIANCE. The Developer acknowledges and agrees that the City has agreed to enter into this Agreement in consideration for and in reliance upon the limitations of liability set forth herein, and that the consideration under this Agreement is based in part on these limitations of liability. Subject to Section 11, below, the provisions of this Section 8 shall survive the termination of this Agreement.
9. By closing the transaction contemplated hereby, Developer shall be deemed to have released City, any direct or indirect owner of any beneficial interest in City, any officer, director, employee, contractor or agent of City, City's counsel, and any other entity or individual affiliated or related in any way to any of the foregoing (collectively, the "City's Parties") from and waived any and all claims, damages, losses, liabilities, demands, and expenses of any kind or nature whatsoever, including, but not limited to, attorneys' fees, court costs, and expenses of litigation (collectively, the "Liabilities") against each of the City Parties for, attributable to, or in connection with the Abandonment roadways, whether arising or accruing before, on or after the Closing or consummation of this transaction and whether attributable to events or circumstances which arise or occur before, on or after the Closing, including, without limitation, the following: (a) any and all statements or

opinions heretofore or hereafter made, or information furnished, by any City Parties to any of Developer's Representatives; (b) any and all Liabilities with respect to the structural, physical, or environmental condition of the Abandonment roadways, whether such Liabilities are latent or patent, including, without limitation, all Liabilities relating to the release, presence, discovery or removal of any hazardous, toxic or radioactive materials, substances, wastes, contaminants or pollutants that may be located in, at, about or under the Abandonment roadways, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., Title 49 of the Arizona Revised Statutes, or any other Federal, State or municipal laws relating to environmental contamination, or any other related claims or causes of action; and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Abandonment roadways.

10. The City and Developer acknowledge and agree that the Acquisition represents a significant and unique economic development opportunity for the City and will substantially benefit the City's goal of securing the mission of Luke Air Force Base by significantly reducing population density in the Luke Air Force Base flight path by approximately 90% on Developer's properties, as evidenced by the April 8, 2004 Traffic Impact Study, and therefore assure the immediate preservation and advancement of the peace, health and safety of City residents. Therefore, if Ordinance O24-05-03 is approved by the affirmative vote of the Mayor and three-fourths of all the members of the City Council, this Agreement shall become effective immediately upon its approval and execution by the City Council and by the satisfaction of the conditions precedent herein. The Developer shall be responsible for paying the publication and recordation costs associated with Ordinance O24-05-03 and its exhibits.
11. The City and Developer acknowledge and agree that in all instances the term Developer, as used in this Agreement, includes Developer's successors, assigns, designees and/or dedicatees, and that all the rights, obligations, and duties set forth in this Agreement shall run with the land and shall bind the Developer, its successors, assigns, designees, and/or dedicatees. Developer shall be released from any obligation pursuant to this Agreement at the time of transfer of ownership of the Abandonment roadways.
12. All notices or communications under this Agreement shall be in writing and mailed, personally delivered, or emailed to the addresses listed below in this Agreement; copies of all notices to the City shall also be sent to the City Attorney. The City or the Developer may, upon ten (10) days' prior written notice to the other entity as provided herein, change its address for purposes of notices hereunder.
13. To further the cooperation of the City and Developer in implementing this Agreement, each shall designate and appoint a representative to act as a liaison. The initial representative for the City shall be the City Manager or their designee. The representative for the Developer shall be Pat Gallagher, whose contact information is known to the City.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one Agreement.

15. This Agreement is subject to the provisions of A.R.S. § 38-511.
16. This Agreement shall be governed by and construed under the laws of the State of Arizona.
17. This Agreement shall be recorded by the City in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.
18. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.
19. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.
20. This Agreement constitutes the entire agreement between the Parties hereto of the subject matter hereof. All prior and contemporaneous agreements, representatives, and understandings of the Parties, oral or written, are hereby superseded, and merged herein.
21. Time is of the essence in this Agreement.

Addresses:

City of El Mirage

Attention: City Manager
10000 N El Mirage Road
El Mirage, AZ 85335

City Attorney

Allen Quist
Pierce Coleman
7730 E. Greenway Road Suite 105
Scottsdale, AZ 85260, USA

DPML Copperwing, LLC

DMPL Copperwing Landco IV, LLC

c/o Dermody Properties
Attention: C. Douglas Lanning, Chief Financial Officer
5500 Equity Avenue
Reno, NV 89502

With copy to:

Gammage & Burnham PLC

40 North Central Avenue, 20th Floor
Phoenix, Arizona 85004
Attn: Stephen Anderson, Esq.

Exhibit A

Legal Description for the Abandonment of the North Half of the Butler Drive Right-of-Way

EXHIBIT A

LEGAL DESCRIPTION FOR BUTLER DRIVE R/W ABANDONMENT

A PORTION OF BUTLER DRIVE RIGHT-OF-WAY LYING ADJACENT TO PARCEL A1, PHX80, ACCORDING TO BOOK 1543 OF MAPS, PAGE 19 AND BEING SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35;

THENCE SOUTH 89° 10' 32" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, 49.50 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00° 02' 01" EAST, 63.36 FEET TO A POINT ON THE WEST LINE OF PARCEL A1;

THENCE SOUTH 44° 34' 15" EAST, 33.27 FEET TO THE SOUTH LINE OF PARCEL A1;

THENCE SOUTH 89° 10' 32" EAST, ALONG SAID SOUTH LINE, 2500.42 FEET TO THE SOUTHEAST CORNER OF PARCEL A1;

THENCE SOUTH 00° 00' 15" WEST, 40.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89° 10' 32" WEST, ALONG SAID SOUTH LINE, 2523.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 101,224 SQUARE FEET OR 2.324 ACRES.



TERRAMARK

LAND SURVEYING

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PEORIA, AZ 85383

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F. 623-777-1782

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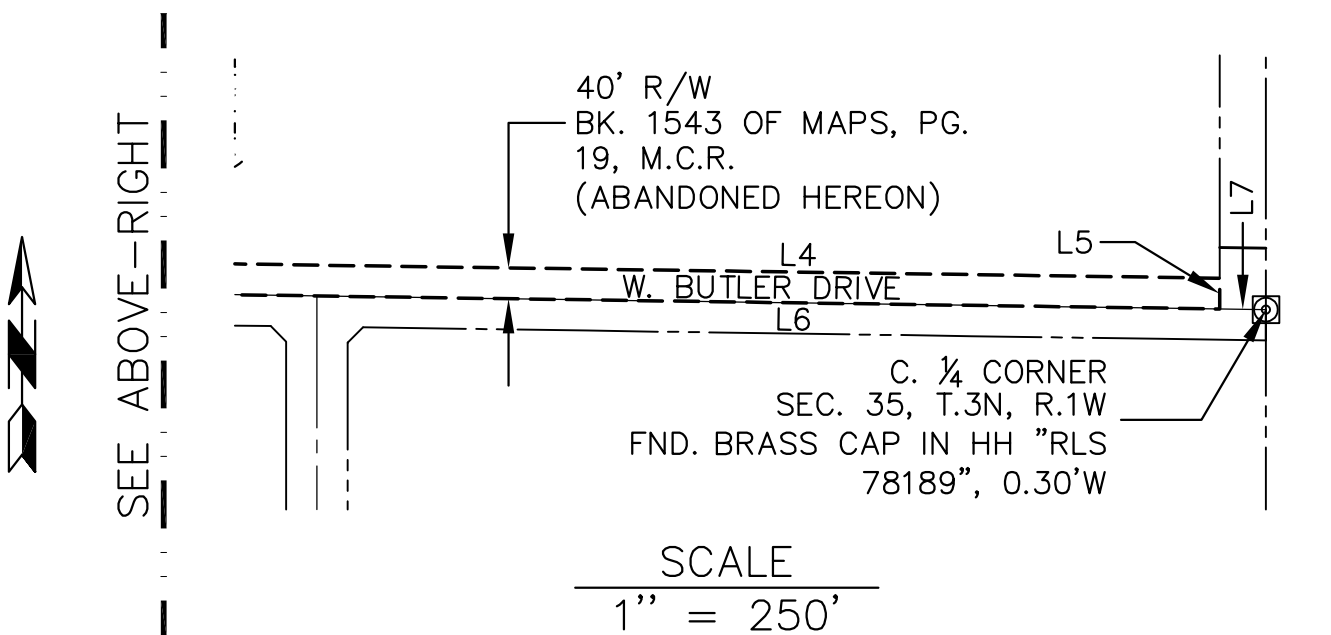
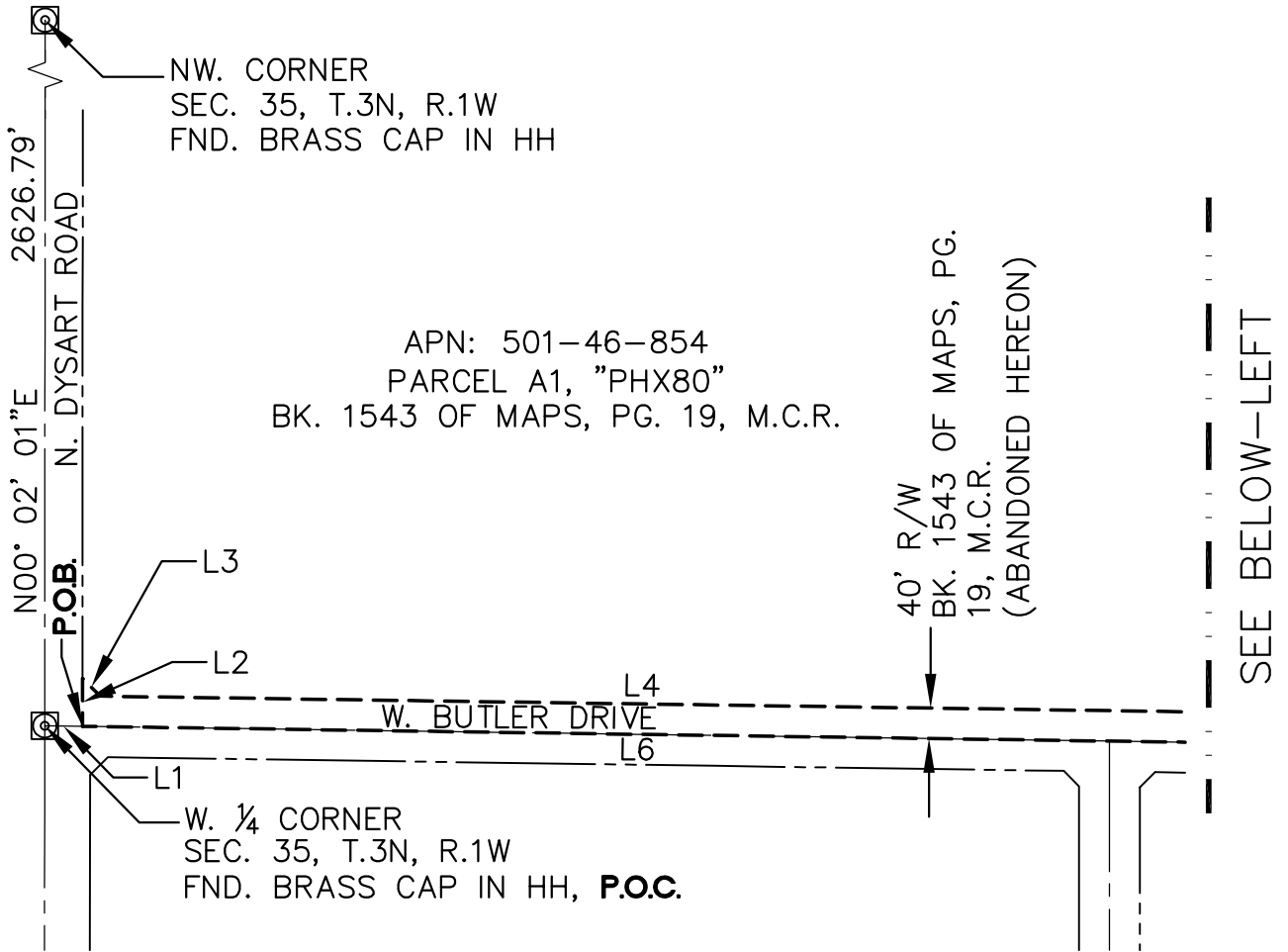
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PROJ. NAME.: PARCEL A1

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DATE: 02/26/24




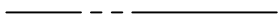

EXHIBIT FOR BUTLER DRIVE R/W ABANDONMENT



SCALE
1" = 250'

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.50'	S89° 10' 32"E
L2	63.36'	N0° 02' 01"E
L3	33.27'	S44° 34' 15"E
L4	2500.42'	S89° 10' 32"E
L5	40.00'	S0° 00' 15"W
L6	2523.80'	N89° 10' 32"W
L7	60.01'	N89° 10' 32"W

LEGEND

	FOUND BRASS CAP IN HANDHOLE
	BREAKLINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
	RIGHT-OF-WAY (ABANDONED)
	BOUNDARY LINE
	CENTERLINE



EXPIRES 03/31/26



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PROJ. NAME.:	PARCEL A1
PAGE:	3 OF 3
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Exhibit B

Legal Description for the Abandonments of the South Half of Butler Drive Right-of-Way and Full 129th Avenue Right-of-Way

EXHIBIT B

LEGAL DESCRIPTION FOR BUTLER DRIVE AND 129TH AVENUE R/W ABANDONMENT

A PORTION OF BUTLER DRIVE AND 129TH AVENUE RIGHT-OF-WAY LYING ADJACENT TO PARCELS 7 AND 8, COPPERWING LOGISTICS CENTER, ACCORDING TO BOOK 1556 OF MAPS, PAGE 16 AND BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35;

THENCE SOUTH 89° 10' 32" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, 59.51 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89° 10' 32" EAST, ALONG SAID NORTH LINE, 2573.80 FEET TO THE CENTER QUARTER CORNER OF SECTION 35;

THENCE SOUTH 00° 00' 15" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, 40.00 FEET TO THE NORTHEAST CORNER OF PARCEL 7;

THENCE NORTH 89° 10' 32" WEST, ALONG THE NORTH LINE OF PARCEL 7, 1173.90 FEET;

THENCE SOUTH 45° 25' 14" WEST, 28.08 FEET TO THE WEST LINE OF PARCEL 7;

THENCE SOUTH 00° 01' 00" WEST, ALONG SAID WEST LINE, 2431.53 FEET TO THE SOUTHWEST CORNER OF PARCEL 7;

THENCE NORTH 89° 10' 38" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHERN AVENUE (NORTHERN PARKWAY), 80.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 8;

THENCE NORTH 00° 01' 00" EAST, ALONG THE EAST LINE OF PARCEL 8, 2431.53 FEET;

THENCE NORTH 44° 34' 46" WEST, 28.48 FEET TO THE NORTH LINE OF PARCEL 8;

THENCE NORTH 89° 10' 32" WEST, ALONG SAID NORTH LINE, 1256.39 FEET;

THENCE SOUTH 45° 25' 46" WEST, 33.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DYSART ROAD;

THENCE NORTH 00° 02' 08" EAST, 63.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 299,735 SQUARE FEET OR 6.881 ACRES.



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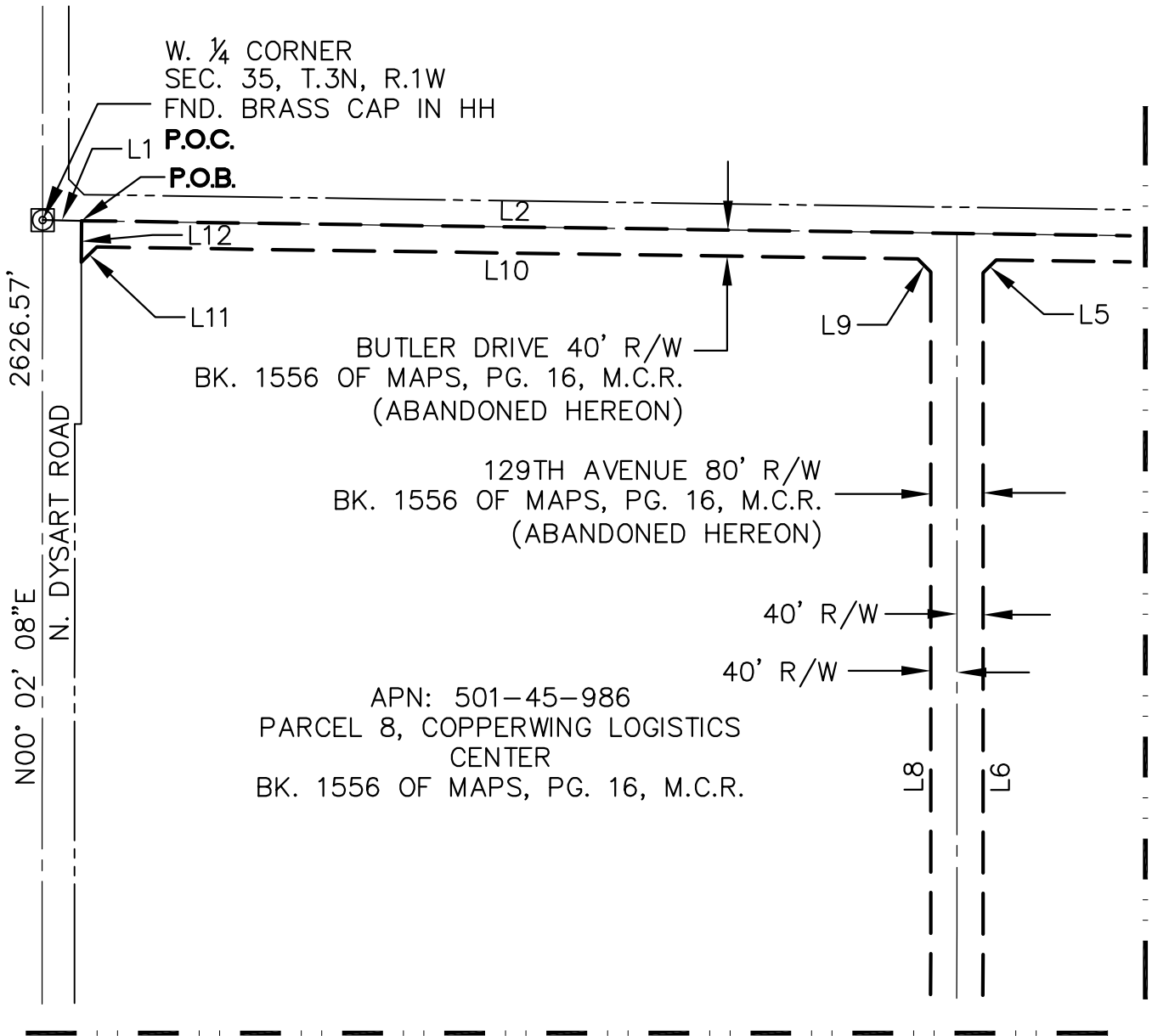
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PROJ. NAME.: PARCEL 7-8

PAGE: 1 OF 5

DATE: 04/30/24

EXHIBIT FOR BUTLER DRIVE AND 129TH AVENUE R/W ABANDONMENT



SEE 3 OF 5

SEE 4 OF 5

SCALE
 1" = 250'



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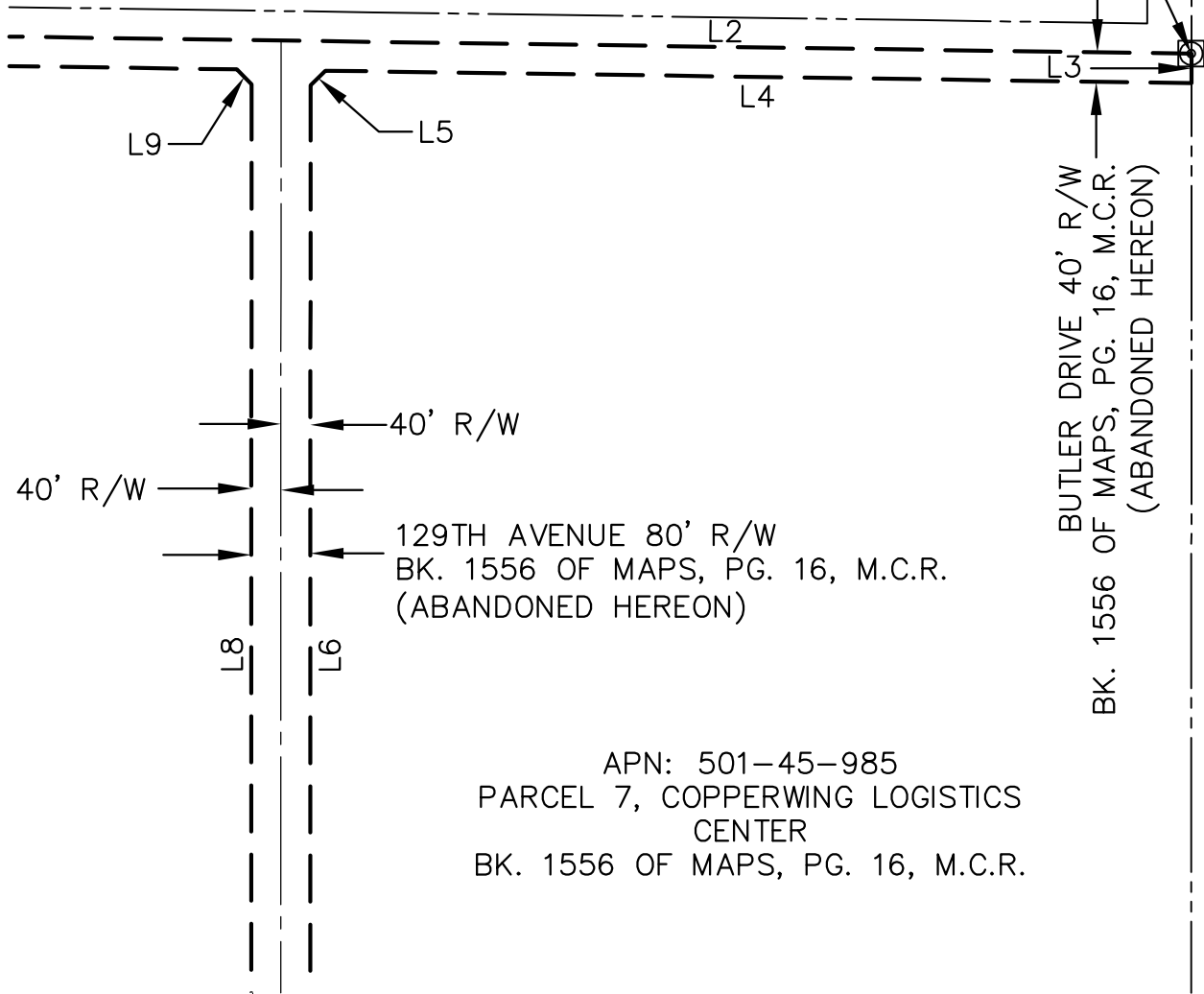
PROJ. NAME.: PARCEL 7-8

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C. 1/4 CORNER
 SEC. 35, T.3N, R.1W
 FND. BRASS CAP IN HH "RLS
 78189", 0.30'W

SEE 2 OF 5



SEE 4 OF 5

SCALE
 1" = 250'



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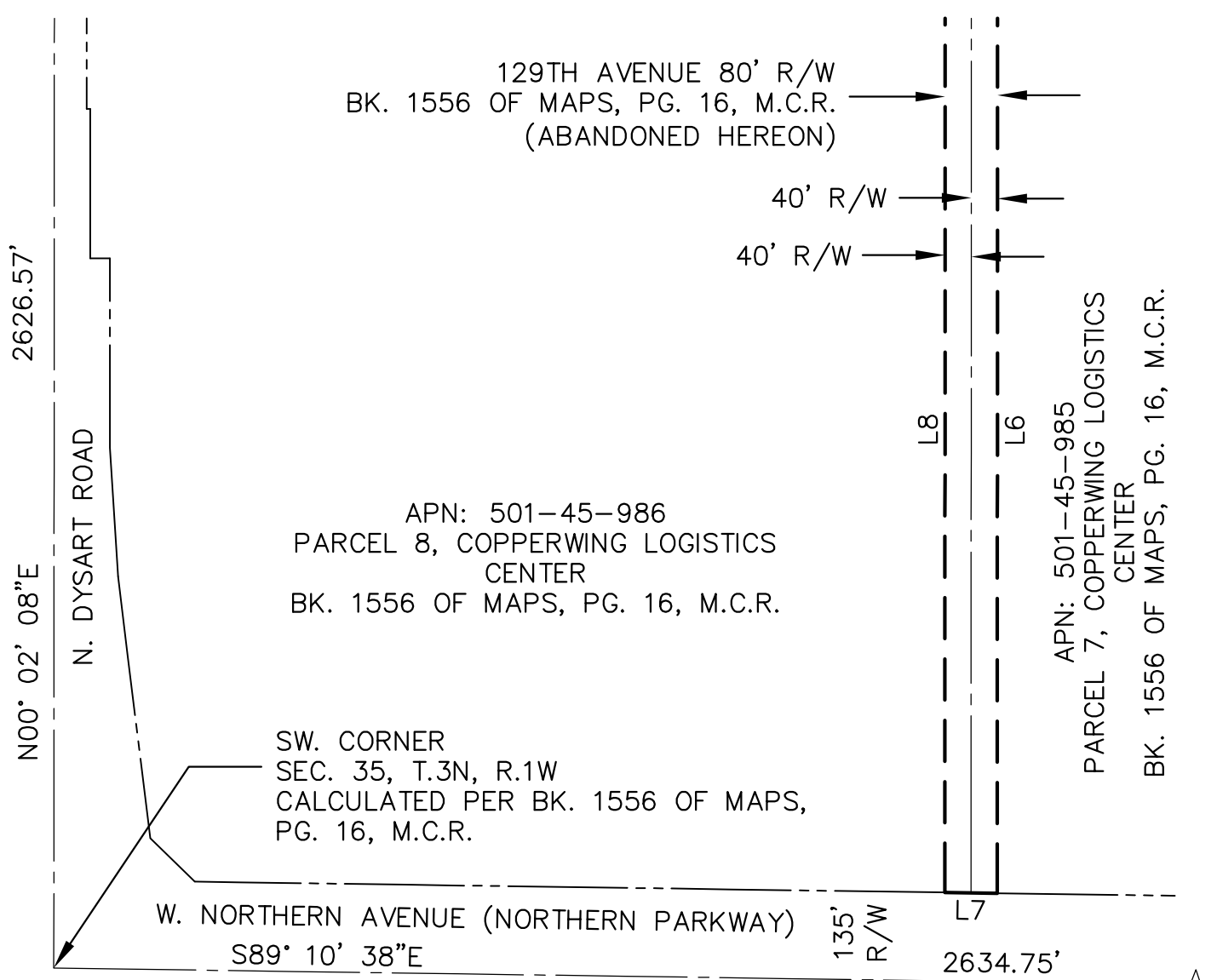
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PROJ. NAME.: PARCEL 7-8

PAGE: 3 OF 5

DATE: 04/30/24

SEE 2 OF 5



SCALE
1" = 250'




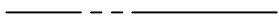

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PROJ. NO.:	999338
PROJ. NAME.:	PARCEL 7-8
PAGE:	4 OF 5
DATE:	04/30/24

LINE TABLE		
LINE	LENGTH	BEARING
L1	59.51'	S89° 10' 32"E
L2	2573.80'	S89° 10' 32"E
L3	40.00'	S0° 00' 15"W
L4	1173.90'	N89° 10' 32"W
L5	28.08'	S45° 25' 14"W
L6	2431.53'	S0° 01' 00"W
L7	80.00'	N89° 10' 38"W
L8	2431.53'	N0° 01' 00"E
L9	28.48'	N44° 34' 46"W
L10	1256.39'	N89° 10' 32"W
L11	33.05'	S45° 25' 46"W
L12	63.54'	N0° 02' 08"E

LEGEND

	FOUND BRASS CAP IN HANDHOLE
	BREAKLINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
	RIGHT-OF-WAY (ABANDONED)
	BOUNDARY LINE
	CENTERLINE



EXPIRES 03/31/26



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 PEORIA, AZ 85383
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PROJ. NO.:	999338
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Exhibit C

Legal Description for the Abandonment of 60' of the Butler Drive North 40' Half-Street
Right-of-Way Located Adjacent to APN 501-45-983B

EXHIBIT C

LEGAL DESCRIPTION FOR BUTLER DRIVE R/W ABANDONMENT

A PORTION OF THE BUTLER DRIVE RIGHT-OF-WAY DEDICATED IN COPPERWING LOGISTICS CENTER, ACCORDING TO BOOK 1556 OF MAPS, PAGE 16 AND LYING ADJACENT TO LOT 2, AVANTI, ACCORDING TO BOOK 1624 OF MAPS, PAGE 9 AND BEING SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 89° 10' 32" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 60.01 FEET;

THENCE NORTH 00° 00' 15" EAST, 40.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89° 10' 32" EAST, ALONG THE SOUTH LINE OF LOT 2, 60.01 FEET TO A POINT ON THE EAST LINE SAID NORTHWEST QUARTER;

THENCE SOUTH 00° 00' 15" WEST, ALONG SAID EAST LINE, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 2,400 SQUARE FEET OR 0.055 ACRES.



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LAND SURVEYING

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PEORIA, AZ 85383

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F. 623-777-1782

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PROJ. NO.: 999338

PROJ. NAME.: LOT 2

PAGE: 1 OF 2

DATE: 04/30/24

EXHIBIT FOR BUTLER DRIVE R/W ABANDONMENT



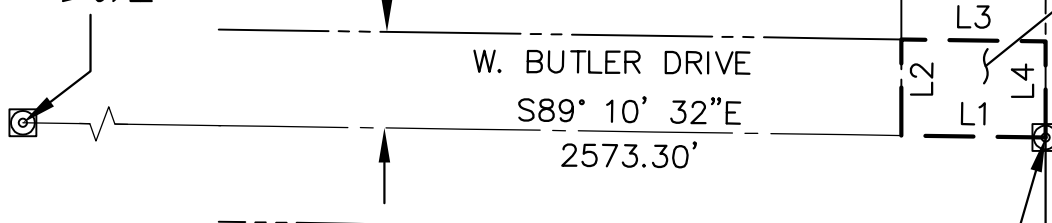
W. 1/4 CORNER
SEC. 35, T.3N, R.1W
FND. BRASS CAP IN HH

APN: 501-45-983B
LOT 2, "AVANTI"
BK. 1624 OF MAPS, PG. 9, M.C.R.

APN: 501-46-854
PARCEL A1, "PHX80"
BK. 1543 OF MAPS, PG. 19, M.C.R.

40' R/W
BK. 1543 OF MAPS,
PG. 19, M.C.R.

R/W
BK. 1556 OF MAPS,
PG. 16, M.C.R.
(ABANDONED
HEREON)



W. BUTLER DRIVE
S89° 10' 32"E
2573.30'

C. 1/4 CORNER
SEC. 35, T.3N, R.1W
FND. BRASS CAP IN HH
"RLS 78189", 0.30'W,
P.O.B.

APN: 501-45-985
PARCEL 7, COPPERWING LOGISTICS CENTER
BK. 1556 OF MAPS, PG. 16, M.C.R.



EXPIRES 03/31/26

SCALE

$$1'' = 80'$$

LEGEND

- FOUND BRASS CAP IN HANDHOLE
- BREAKLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- RIGHT-OF-WAY (ABANDONED)
- BOUNDARY LINE
- CENTERLINE

LINE TABLE

LINE	LENGTH	BEARING
L1	60.01'	N89° 10' 32"W
L2	40.00'	N0° 00' 15"E
L3	60.01'	S89° 10' 32"E
L4	40.00'	S0° 00' 15"W



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PROJ. NO.: 999338

PROJ. NAME.: LOT 2

PAGE: 2 OF 2

DATE: 04/30/24

Exhibit D

Legal Description for the 8' Public Utility Easement Abandonment on the South Side of Butler Drive and the East Side of 129th Avenue Located Adjacent to APN 501-45-985

EXHIBIT D

LEGAL DESCRIPTION FOR PARCEL 7 P.U.E. ABANDONMENT

THE PUBLIC UTILITY EASEMENT LOCATED WITHIN PARCEL 7, COPPERWING LOGISTICS CENTER, ACCORDING TO BOOK 1556 OF MAPS, PAGE 16 AND BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 7;

THENCE SOUTH 00° 00' 15" WEST, 8.00 FEET;

THENCE NORTH 89° 10' 32" WEST, 1170.67 FEET;

THENCE SOUTH 45° 25' 14" WEST, 21.39 FEET;

THENCE SOUTH 00° 01' 00" WEST, 2428.29 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 7;

THENCE NORTH 89° 10' 38" WEST, 8.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 7;

THENCE NORTH 00° 01' 00" EAST, ALONG THE WEST LINE OF PARCEL 7, 2431.53 FEET;

THENCE NORTH 45° 25' 14" EAST, 28.08 FEET TO THE NORTH LINE OF PARCEL 7;

THENCE SOUTH 89° 10' 32" EAST, ALONG SAID NORTH LINE, 1173.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 29,015 SQUARE FEET OR 0.666 ACRES.



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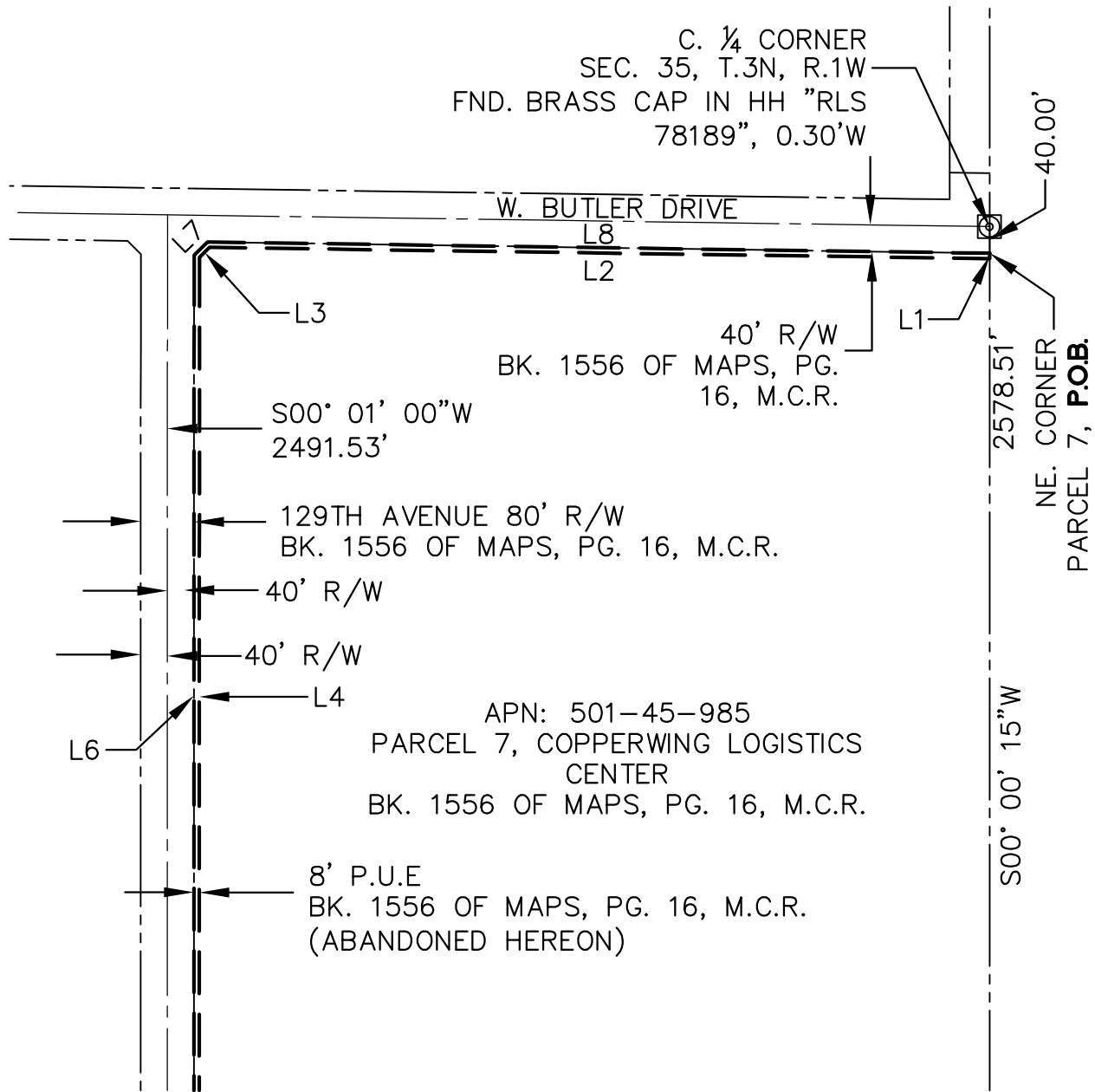
PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 1 OF 4

DATE: 04/30/24

EXHIBIT FOR PARCEL 7 P.U.E. ABANDONMENT



SEE 3 OF 4

SCALE
1" = 250'



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PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 2 OF 4

DATE: 04/30/24

SEE 2 OF 4

APN: 501-45-985
PARCEL 7, COPPERWING LOGISTICS
CENTER
BK. 1556 OF MAPS, PG. 16, M.C.R.

40' R/W

40' R/W

L4

L6

129TH AVENUE 80' R/W
BK. 1556 OF MAPS, PG. 16, M.C.R.

8' P.U.E
BK. 1556 OF MAPS, PG. 16, M.C.R.
(ABANDONED HEREON)

L5

2578.51'

500' 00' 15"W

S. 1/4 CORNER

SEC. 35, T.3N, R.1W
CALCULATED PER BK. 1556 OF
MAPS, PG. 16, M.C.R.

S89° 10' 38"E (NORTHERN PARKWAY) 135' R/W 2634.75'

SW. CORNER
SEC. 35, T.3N, R.1W
CALCULATED PER BK. 1556 OF
MAPS, PG. 16, M.C.R.

SCALE

1" = 250'



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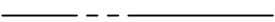

PROJ. NAME.: PARCEL 7-8

PAGE: 3 OF 4

DATE: 04/30/24

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	S0° 00' 15"W
L2	1170.67'	N89° 10' 32"W
L3	21.39'	S45° 25' 14"W
L4	2428.29'	S0° 01' 00"W
L5	8.00'	N89° 10' 38"W
L6	2431.53'	N0° 01' 00"E
L7	28.08'	N45° 25' 14"E
L8	1173.90'	S89° 10' 32"E

LEGEND

	FOUND BRASS CAP IN HANDHOLE
	BREAKLINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
	P.U.E. (ABANDONED)
	BOUNDARY LINE
	CENTERLINE



EXPIRES 03/31/26



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PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 4 OF 4

DATE: 04/30/24

Exhibit E

Legal Description for the 8' Public Utility Easement Abandonment on the South Side of Butler Drive and the West Side of 129th Avenue Located Adjacent to APN 501-45-986

EXHIBIT E

LEGAL DESCRIPTION FOR PARCEL 8 P.U.E. ABANDONMENT

A PORTION OF THE PUBLIC UTILITY EASEMENT LOCATED WITHIN PARCEL 8, COPPERWING LOGISTICS CENTER, ACCORDING TO BOOK 1556 OF MAPS, PAGE 16 AND BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35;

THENCE SOUTH 89° 10' 32" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, 108.75 FEET;

THENCE SOUTH 00° 02' 08" WEST, 40.00 FEET TO A POINT ON THE NORTH LINE OF PARCEL 8 AND TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89° 10' 32" EAST, ALONG SAID NORTH LINE, 1230.68 FEET;

THENCE SOUTH 44° 34' 46" EAST, 28.48 FEET TO A POINT ON THE EAST LINE OF PARCEL 8;

THENCE SOUTH 00° 01' 00" WEST, ALONG SAID EAST LINE, 2431.53 FEET TO THE SOUTHEAST CORNER OF PARCEL 8;

THENCE NORTH 89° 10' 38" WEST, ALONG THE SOUTH LINE OF PARCEL 8, 8.00 FEET;

THENCE NORTH 00° 01' 00" EAST, 2428.14 FEET;

THENCE NORTH 44° 34' 46" WEST, 21.92 FEET;

THENCE NORTH 89° 10' 32" WEST, 1227.29 FEET;

THENCE NORTH 00° 02' 08" EAST, 8.00 TO THE **POINT OF BEGINNING**.

CONTAINS 29,472 SQUARE FEET OR 0.676 ACRES.



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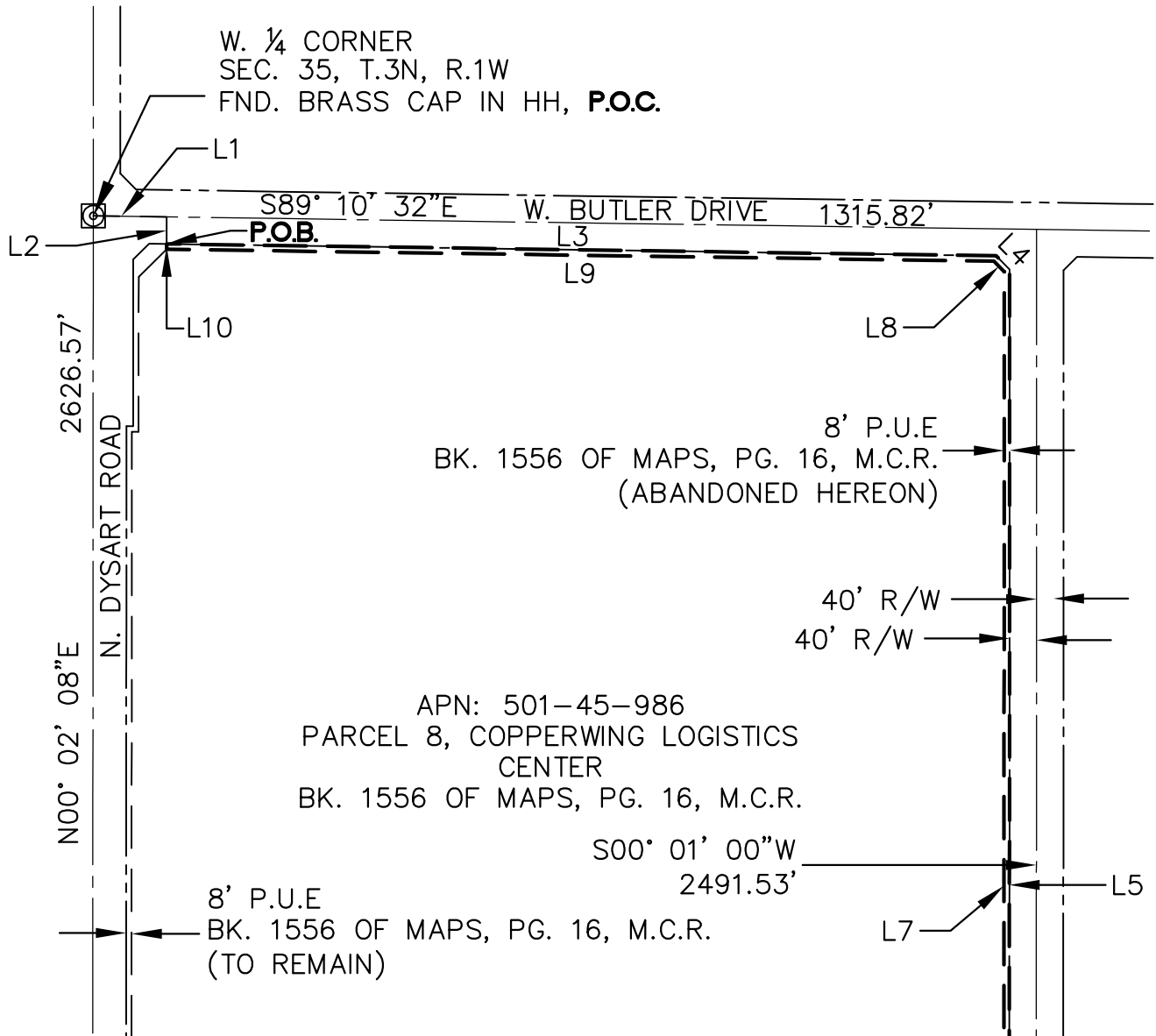
PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 1 OF 4

DATE: 04/30/24

EXHIBIT FOR PARCEL 8 P.U.E. ABANDONMENT



SEE 3 OF 4

SCALE
1" = 250'



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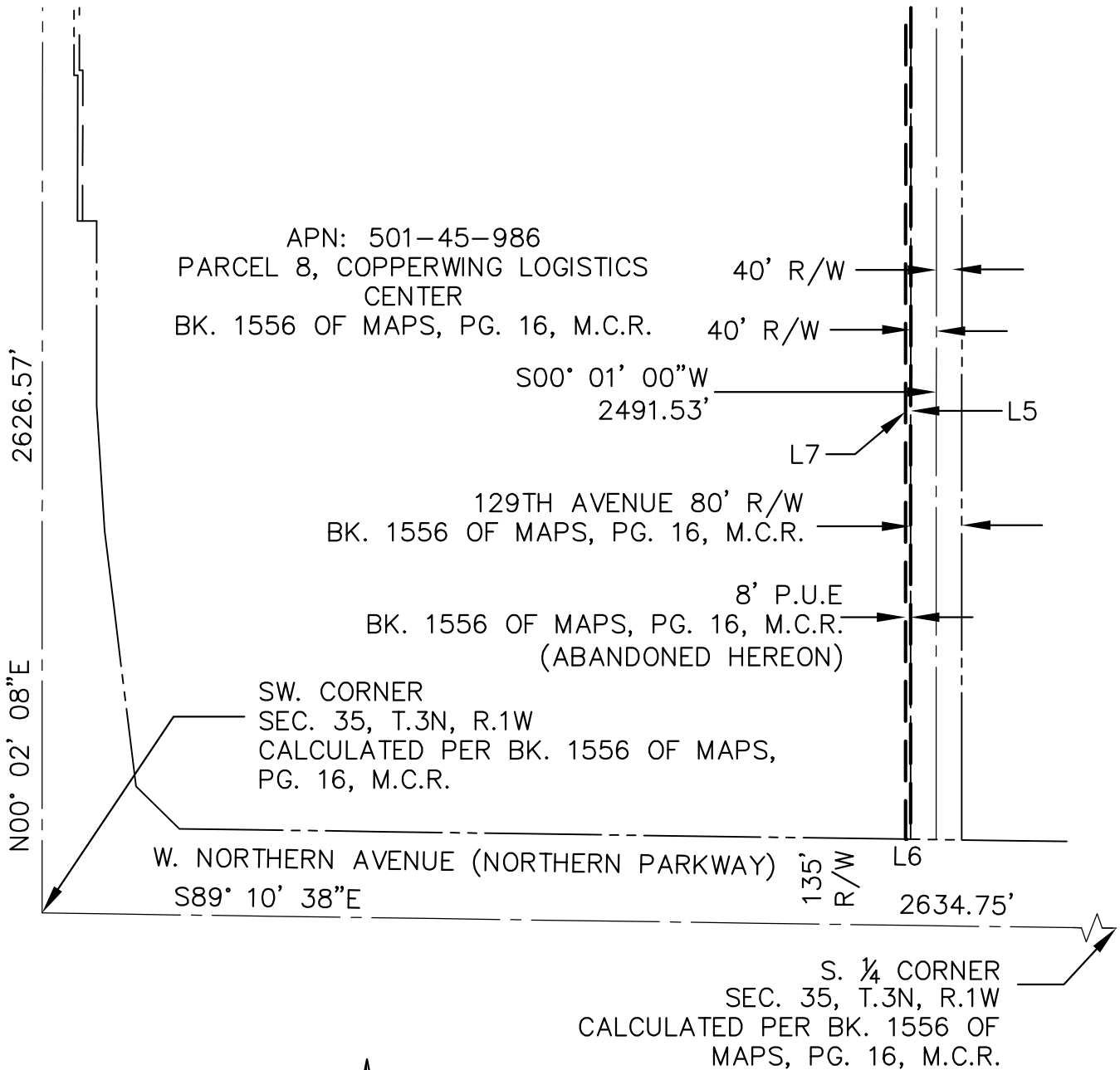
PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 2 OF 4

DATE: 04/30/24

SEE 2 OF 4



SCALE
 1" = 250'



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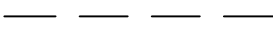

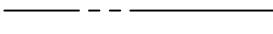

PROJ. NAME.: PARCEL 7-8

PAGE: 3 OF 4

DATE: 04/30/24

LINE TABLE		
LINE	LENGTH	BEARING
L1	108.75'	S89° 10' 32"E
L2	40.00'	S0° 02' 08"W
L3	1230.68'	S89° 10' 32"E
L4	28.48'	S44° 34' 46"E
L5	2431.53'	S0° 01' 00"W
L6	8.00'	N89° 10' 38"W
L7	2428.14'	N0° 01' 00"E
L8	21.92'	N44° 34' 46"W
L9	1227.29'	N89° 10' 32"W
L10	8.00'	N0° 02' 08"E

LEGEND

	FOUND BRASS CAP IN HANDHOLE
	BREAKLINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
	P.U.E. (TO REMAIN)
	P.U.E. (ABANDONED)
	BOUNDARY LINE
	CENTERLINE



EXPIRES 03/31/26



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PROJ. NO.: 999338

PROJ. NAME.: PARCEL 7-8

PAGE: 4 OF 4

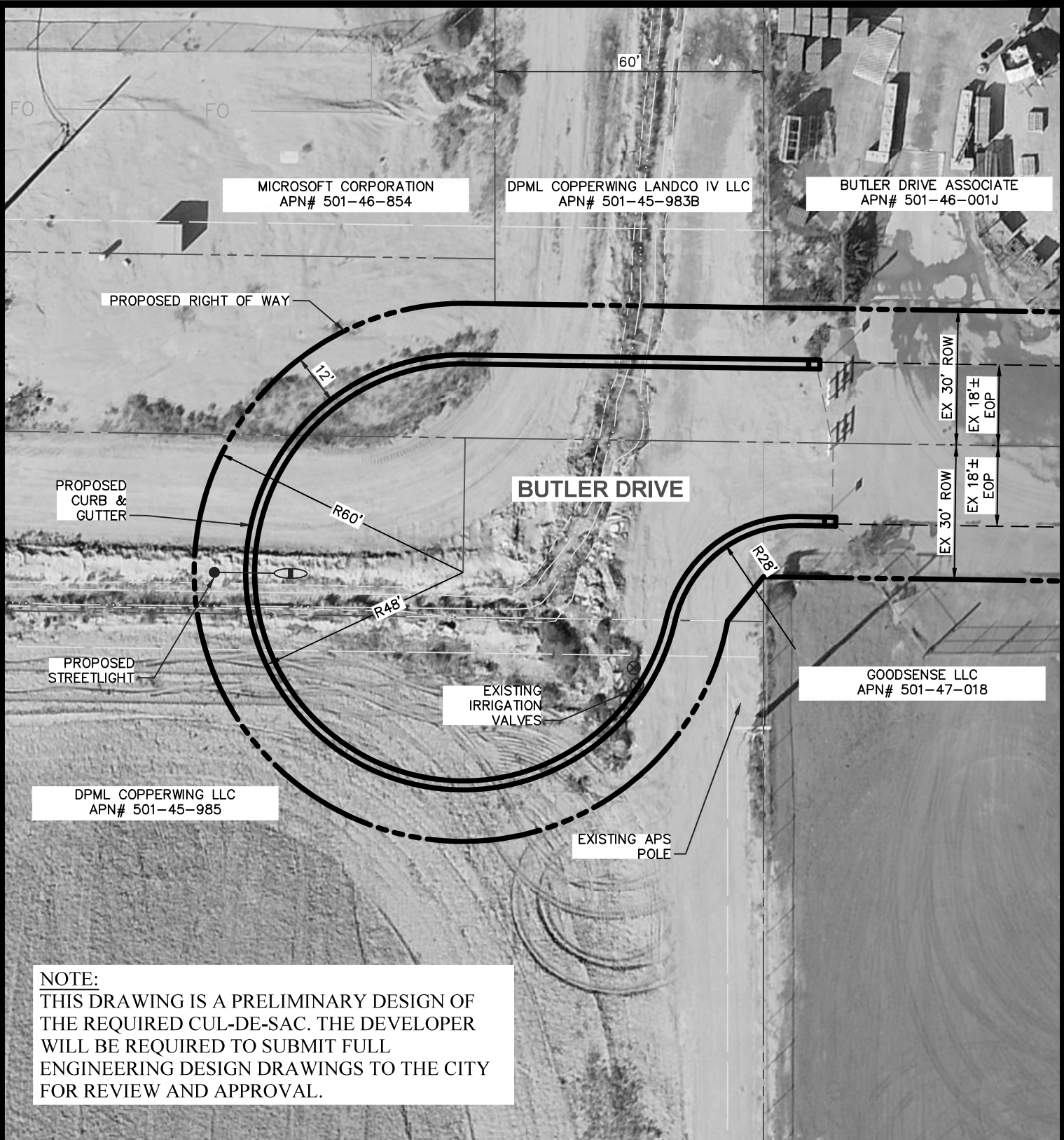
DATE: 04/30/24

Exhibit F

Cul-de-sac Improvement at the East End of Butler Drive

EXHIBIT F

File Path: i:\Capital Improvement Projects\23-24 CIP\Abandonment of Butler & 129th\Cul-de-sac Design\Butler Cul De Sac_COEM Option 4 B&W.dwg



NOTE:
 THIS DRAWING IS A PRELIMINARY DESIGN OF THE REQUIRED CUL-DE-SAC. THE DEVELOPER WILL BE REQUIRED TO SUBMIT FULL ENGINEERING DESIGN DRAWINGS TO THE CITY FOR REVIEW AND APPROVAL.

BUTLER DRIVE CUL-DE-SAC

EL MIRAGE, ARIZONA



DRAWN BY:	B. CHRISTO	05-02-24
REVIEWED BY:	B. CHRISTO	05-02-24
NO.	REVISION	DATE
1		
2		

SCALE: 1"=30'