

RESOLUTION NO. 2021-2133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIVIC SQUARE; PROVIDING FOR AUTHORIZATION, DIRECTION AND AN EFFECTIVE DATE.

WHEREAS, the City of Goodyear and Globe Corporation, an Illinois corporation, (“Globe”), are parties to that certain Development Agreement dated August 19, 2019 and recorded on August 23, 2019 as Instrument No. 2019-0652583 in the Official Records of the Maricopa County, Arizona Recorder; and

WHEREAS, Globe is the owner of that certain property situated in the City of Goodyear, Maricopa County, Arizona, generally located on the Northwest corner of McDowell Road and 150th Drive; and

WHEREAS, pursuant to the Development Agreement, Globe has agreed to convey to the City that portion of the Property described and attached hereto as Exhibit A and titled (the “City Parcel”); to be known as Civic Square; and

WHEREAS, pursuant to the Development Agreement, the City and Globe have agreed to enter into a recorded reciprocal easement agreement (the “REA”) to govern the rights of the parties with respect to the Property and to address matters such as joint use rights; access, utility, temporary construction and other easements; maintenance of landscaping and other matters; and

WHEREAS, in order to accomplish the purposes of the REA as set forth in the Development Agreement, Globe and the City desire to execute and cause to be recorded this Declaration, a form of which is hereto attached as Exhibit B and referred to as the “Declaration of Easements, Covenants, Conditions and Restrictions,” to create certain easements and establish certain covenants, conditions and restrictions on and for the mutual benefit of the Parcels within the Property and the present and future Owners thereof, on the terms and conditions hereinafter set forth; and

WHEREAS, approval and execution of the attached “Declaration of Easements, Covenants, Conditions and Restrictions” is in the best interest of the City and the citizens of the City of Goodyear.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. APPROVAL OF THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

The Mayor and Council of the city of Goodyear hereby approve the “Declaration of Easements, Covenants, Conditions and Restrictions,” by Globe Land Investors, LLC, a Delaware limited liability company, a copy of which is attached hereto as Exhibit A.

SECTION 2. PROVIDING AUTHORIZATION AND DIRECTION

The Mayor and Council of the city of Goodyear hereby authorize the City Manager to sign the "Declaration of Easements, Covenants, Conditions and Restrictions" and hereby direct the City Manager or her designee to take any and all actions necessary and to carry out the intent of this Resolution.

SECTION 3. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2133 is a true, correct and accurate copy of Resolution No. 2021-2133, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____, 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20____.

seal

City Clerk

EXHIBIT “A”

**City Parcel
Legal Description**

(On the following pages)

A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" CITY OF GOODYEAR BRASS CAP STAMPED RLS 27238 2000 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 32, FROM WHICH A 3" CITY OF GOODYEAR BRASS CAP, WITH NO STAMPING, MARKING THE SOUTHWEST CORNER OF SAID SECTION 32, BEARS N89°28'16"W A DISTANCE OF 2619.64 FEET, AND FROM WHICH A 3" CITY OF GOODYEAR BRASS CAP IN HANDHOLE, MARKING THE SOUTHEAST CORNER OF SAID SECTION 32, BEARS S89°28'03"E (BASIS OF BEARINGS), A DISTANCE OF 2619.43 FEET;

THENCE S89°28'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 370.14 FEET TO A 3" CITY OF GOODYEAR BRASS CAP FLUSH STAMPED RLS 27239 MARKING THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32 AND THE CENTERLINE OF N 150TH DRIVE ACCORDING TO THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE N00°32'01"E ALONG THE CENTERLINE OF SAID NORTH 150TH DRIVE, A DISTANCE OF 829.64 FEET TO A BRASS CAP FLUSH MARKING THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1200.00 FEET;

THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°39'09", A DISTANCE OF 558.21 FEET;

THENCE N26°07'02"W CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 93.51 FEET;

THENCE LEAVING SAID CENTERLINE, S63°52'58"W A DISTANCE OF 298.76 FEET TO THE POINT OF BEGINNING;

THENCE S67°03'47"W, A DISTANCE OF 367.27 FEET;

THENCE N22°56'13"W, A DISTANCE OF 176.10 FEET;

THENCE S67°03'47"W, A DISTANCE OF 315.50 FEET;

THENCE S39°25'25"W A DISTANCE OF 64.37 FEET TO THE NORTHEASTERLY LINE OF THE BULLARD WASH, ACCORDING TO THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT BULLARD WASH, RECORDED IN BOOK 955, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE S50°34'35"E A DISTANCE OF 113.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, FROM WHICH THE CENTER OF SAID CURVE BEARS S39°24'57"W, A DISTANCE OF 1500.00 FEET;

(CONTINUED ON PAGE 2)

PROJECT NO: 019-0925	EXHIBIT A LEGAL DESCRIPTION GOODYEAR PARCEL		7250 North 16th Street Suite 210 Phoenix, AZ 85020-5282 TEL 602.746.1000 FAX 602.746.1001	EXHIBIT
DRAWN BY: GPT				1 - 3
DATE: 07/30/2019				

(CONTINUED FROM PAGE 1)

THENCE SOUTHEASTERLY, ALONG THE NORTHEASTERLY LINE OF SAID BULLARD WASH AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°55'34", A DISTANCE OF 547.84 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, N67°03'47"E, A DISTANCE OF 159.04 FEET;

THENCE N22°56'13"W, A DISTANCE OF 182.54 FEET;

THENCE N67°03'47"E, A DISTANCE OF 367.27 FEET;

THENCE N22°56'13"W, A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EXISTING RIGHTS OF WAY AND EASEMENTS.

SAID PARCEL CONTAINS 267,841 SQUARE FEET OR 6.149 ACRES, MORE OR LESS.



PROJECT NO: 019-0925	EXHIBIT A LEGAL DESCRIPTION GOODYEAR PARCEL	olsson	7250 North 16th Street Suite 210 Phoenix, AZ 85020-5282 TEL 602.748.1050 FAX 602.748.1001	EXHIBIT
DRAWN BY: GPT				2 - 3
DATE: 07/30/2019				

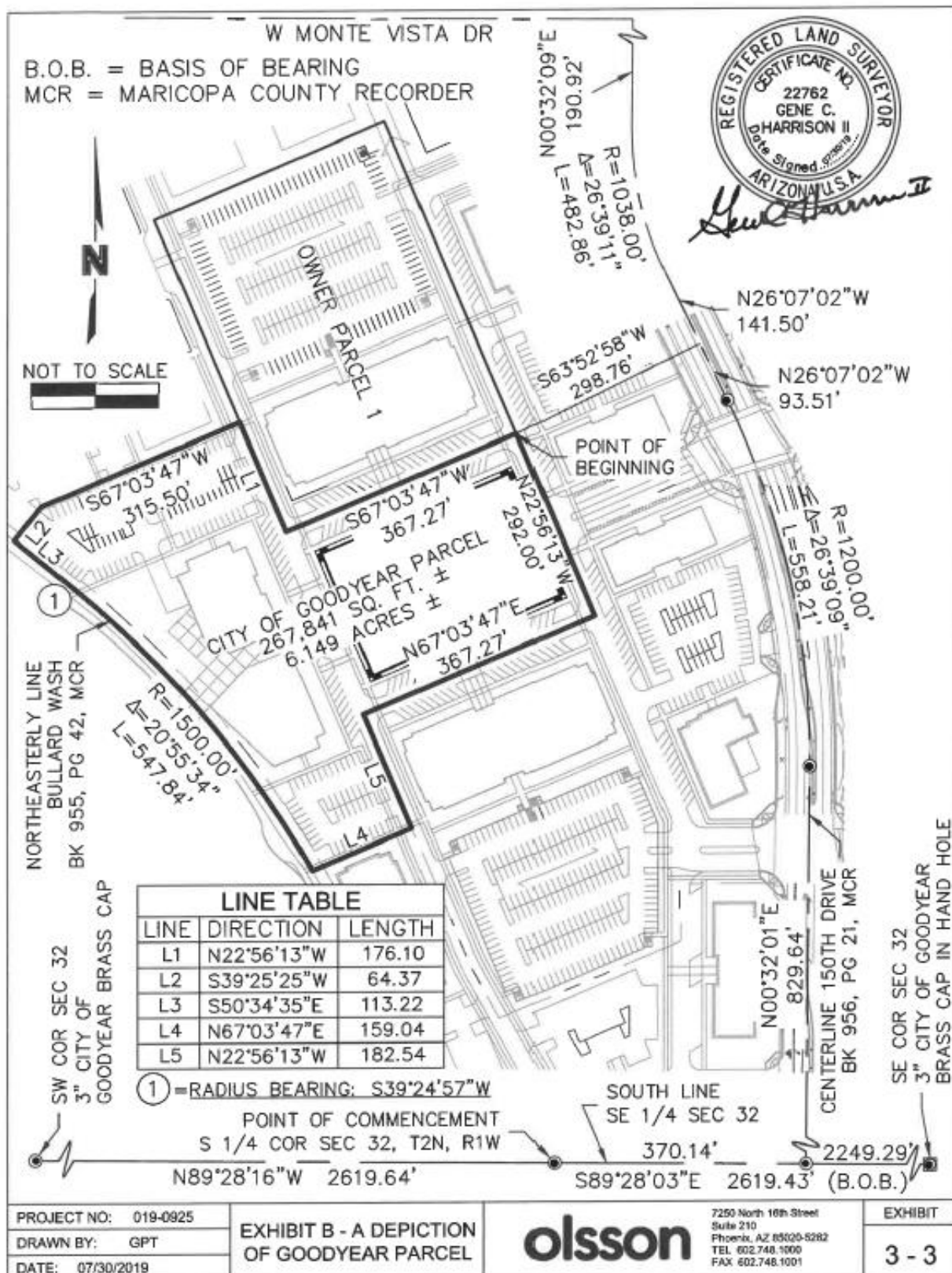


EXHIBIT “B”

**Declaration of Easements, Covenants, Conditions and Restrictions
For Civic Square**

(On the following pages)