



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, August 30, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Brannon Hampton

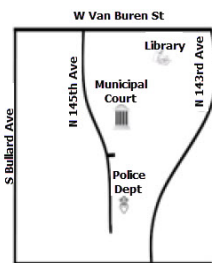
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino



CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879



City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: <https://www.facebook.com/goodyearazgov/videos>

CALL TO ORDER**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL****ROLL CALL****COMMUNICATIONS**

1. Council will receive an update on the activities and achievements of the Goodyear Youth Commission during FY2021. (John Raeder, Assistant to the Council)

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR**CONSENT****2. APPROVAL OF MINUTES****Recommendation**

Approve the draft minutes from the Regular and Special Meetings held on August 23, 2021. (Darcie McCracken, City Clerk)

3. AGREEMENT (IGA) WITH THE GILA RIVER INDIAN COMMUNITY**Recommendation**

Authorize the City Manager or designee to execute all documents necessary to enter into a mutual-aid agreement for fire, medical emergencies, and rescue services between the Goodyear Fire Department and Gila River Indian Community. (Paul Luizzi, Fire Chief)

4. APPLICATION FOR A LOCATION/OWNER TRANSFER OF A SERIES 09 (LIQUOR STORE) LIQUOR LICENSE AND SAMPLING PRIVILEGES FOR TOTAL WINE & MORE #1008**Recommendation**

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 153511, a request from Ryan Witner Anderson, applicant/agent for Arizona Fine Wine and Spirits LLC doing business as Total Wine & More, for a Location/Owner Transfer of a Series 09 liquor license and sampling privileges, No. 09070522, located at 1416 N Litchfield Rd., Goodyear, Arizona (Generally located in the plaza southwest of Litchfield Road and McDowell Road). (Darcie McCracken, City Clerk)

5. APPOINT MEMBERS TO THE COUNCIL COMPENSATION COMMITTEE AND ADOPT THE AMENDED BY-LAWS

Recommendation

Approve the appointments to the Council Compensation Committee and adopt the amended by-laws. (Darcie McCracken, City Clerk)

6. **APPROVE EXPENDITURE OF FUNDS UP TO \$711,138.77 FOR HAIL DAMAGE ROOF REPAIRS AT THE BALLPARK AND DEVELOPMENT COMPLEXES AND RELATED BUDGET TRANSFERS**

Recommendation

Approve expenditure of funds up to the amount of \$711,138.77 for hail damage roof repairs at the Ballpark and Development Complexes and related budget transfers. (Martin Hussey, Facilities Superintendent; Willy Elizondo, Risk & Safety Coordinator)

7. **ACCEPTANCE OF EASEMENTS FOR ESTRELLA PARCEL 9.28**

Recommendation

Accept the Wastewater Line and Access Facilities Easement, two Public Utility and Sidewalk Easements, a Permanent Drainage Easement Agreement, and two Temporary Drainage Easement Agreements from NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

8. **ACCEPTANCE OF PERMANENT DRAINAGE EASEMENT AND RESTRICTIVE COVENANT AGREEMENT FOR THE LAKIN PARK DEVELOPMENT**

Recommendation

Accept a Permanent Drainage Easement and Restrictive Covenant Agreement from W/C Lakin 1B VIII, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

BUSINESS

9. **ESTRELLA PARKWAY AND ESTRELLA FOOTHILLS HIGH SCHOOL TRAFFIC SIGNAL**

Recommendation

Approve expenditure of funds in the amount of \$865,000 for the construction of a traffic signal at the intersection of Estrella Parkway & Estrella Foothills High School. (Hugh Bigalk, P.E., City Traffic Engineer)

10. **MAP OF DEDICATION FOR VAN BUREN STREET – WEST OF BULLARD AVENUE**

Recommendation

Approve the Map of Dedication for Van Buren Street – West of Bullard Avenue, subject to stipulations. (Katie Wilken, Planning Manager)

11. **MEMORANDUM OF UNDERSTANDING TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY AMONG VARIOUS PARTICIPATING ENTITIES, SALT RIVER VALLEY WATER USERS' ASSOCIATION, AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

Recommendation

Authorize the City Manager or her designee to take any and all actions to execute the MOU. (Javier Setovich, Public Works Director and Gretchen Erwin, Water Resources and Sustainability Manager)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

1. Reports from the Mayor and City Council
 - a. This may include current events and activities as well as requests for information or future agenda items.
2. Report from the City Manager
 - a. This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

September 13, 2021	Work Session	5:00 p.m.
September 13, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

POSTING VERIFICATION

This agenda was posted on August 25, 2021 at 3:47 p.m. by GM.

ITEM #: 1.
DATE: 08/30/2021
AI #:306



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): John Raeder, Assistant to the Council

SUBJECT:

Council will receive an update on the activities and achievements of the Goodyear Youth Commission during FY2021. (John Raeder, Assistant to the Council)

Attachments

Youth Commission Presentation

City of Goodyear

YOUTH COMMISSION



City of Goodyear Youth Commission

LEADERSHIP



The mission of the Goodyear Youth Commission is to provide a **forum** for students to **develop leadership skills** through involvement in city government

28 youth who are high school students that reside in Goodyear

Timeline:

May: Recruitment

June: Vetting and interviews

July: Appointments by the City Council

August: First meeting of the year



City of Goodyear Youth Commission

LEADERSHIP



The mission of the Goodyear Youth Commission is to provide a **forum** for students to **develop leadership skills** through involvement in city government



Learn



Collaborate



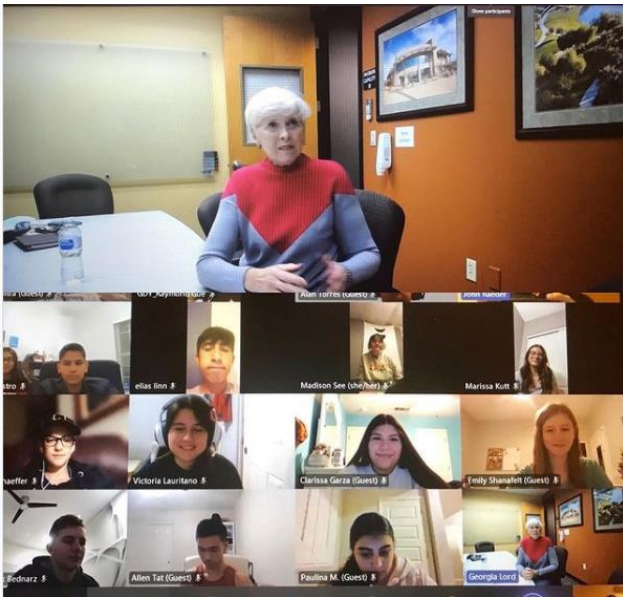
Serve



Represent



Learn about **municipal government** through presentations from city departments and participation in conferences, meetings and other experiential activities



Mayor Lord
Serving as an Elected Official



Maricopa Association of Governments
Regional Transportation

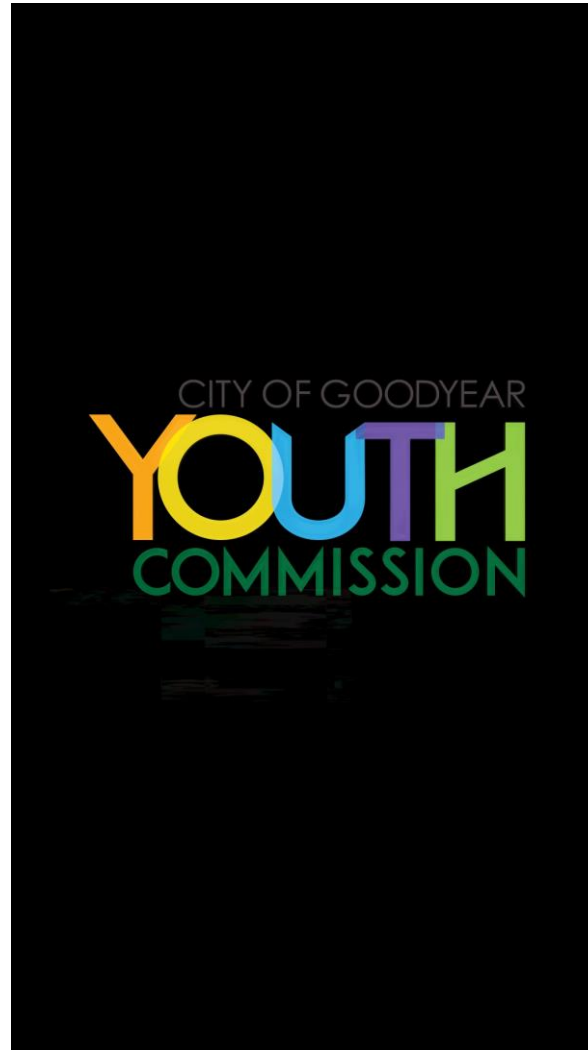


Chief Rodriguez
Policing & Social Justice

Collaborate



Work effectively as a team
and collaborate to support
projects and initiatives in
the city and region



Serve



Make a Difference Day
Goodyear Food Drive at the Police Operations Building

Serve & volunteer
to **help** the
community



Homeless Youth Connection

Represent



Represent the youth voice in our community and **provide input** on city projects and initiatives



Parks & Recreation Advisory Commission



Community Action Committee (CAN)



City Events



City of Goodyear

YOUTH COMMISSION



Thank you for your **hard work** and **dedication** to the city of Goodyear

Madison See, Chair

Victoria Lauritano, Vice Char

Clarissa Garza

Connor Schaeffer

Grace Schaeffer

Harrison Rice

Jackson Hamblin

Josh McGee

Meredith Horne

Noah Caraway

Paulina Magallanes

Serena Navarro

Elias Linn

Emily Shanafelt

Ivan Diaz

Kirby Maitra

Lorenzo Castro

Lucy Castro

Makayla Bradley

Marina Glass

Marissa Kutt

Paloma Sanchez

Patrick Bednarz

Raymond Gue

Sidney Phillipps

Teriah Cortez-Beasley



City of Goodyear

YOUTH COMMISSION



ITEM #: 2.
DATE: 08/30/2021
AI #:381



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular and Special Meetings held on August 23, 2021.
(Darcie McCracken, City Clerk)

Attachments

August 23, 2021 Draft Special Meeting Minutes
August 23, 2021 Draft Regular Meeting Minutes

City Council Special Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, August 23, 2021

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Special Meeting to order at 5:00 p.m.

ROLL CALL

Present: **Mayor Georgia Lord; Vice Mayor Brannon Hampton; Councilmember Joe Pizzillo; Councilmember Sheri Lauritano; Councilmember Bill Stipp; Councilmember Laura Kaino**

Absent: **Councilmember Wally Campbell**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to EXCUSE Councilmember Campbell. The motion carried as follows:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

BUSINESS

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

1. Pursuant to A.R.S. 38-431.03(A)(3) & (7): Consultation with the City's Attorney and City Manager to receive legal advice and an update regarding options for the possible acquisition of real estate near the intersection of Estrella Boulevard and Lower Buckeye Roads.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Vice Mayor Brannon Hampton to CALL an Executive Session. The motion carried as follows:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

The Council convened into Executive Session at 5:02 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Lord adjourned the Executive Session at 5:35 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Lord reconvened the Special Meeting at 5:35 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Special Meeting at 5:35 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on August 23, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, August 23, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:02 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

ROLL CALL

Present: **Mayor Georgia Lord; Vice Mayor Brannon Hampton; Councilmember Joe Pizzillo; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Bill Stipp; Councilmember Laura Kaino**

Staff Present: City Manager Julie Karins; City Attorney Roric Massey; City Clerk Darcie McCracken

Councilmember Campbell participated in the meeting telephonically.

COMMUNICATIONS

1. Recognize Parks and Recreation Director Nathan Torres as the recipient of the 2021 Gabe Zimmerman Award for Public Service in the Community Builder (Small City/Town) category by the Center for the Future of Arizona. The honors were presented during a luncheon on Thursday, July 22, at the Arizona City/County Management Association Summer Conference. (Wynette Reed, Deputy City Manager)

Deputy City Manager Wynette Reed recognized Parks and Recreation Director Nathan Torres as the recipient of the 2021 Gabe Zimmerman Award for Public Service in the Community Builder, Small City/Town Category by the Center for the Future of Arizona. Ms. Reed provided information, along with a video, on Mr. Torres' service to the community that earned him the award.

Mr. Torres expressed that he was humbled by the recognition and was glad to represent the entire Goodyear team that works together to make the City of Goodyear such a great place to live.

Council thanked Mr. Torres and his team on a job well done for all the programs Parks and Recreation provides to keep the community together.

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Bill Stipp to APPROVE Consent Agenda Items 2 through 7. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

2. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meetings held February 22, 2021 and July 19, 2021. (Darcie McCracken, City Clerk)

3. ADOPT ORDINANCE NO. 2021-1515 AMENDING CITY CODE 2-1-5

Recommendation

ADOPT ORDINANCE NO. 2021-1515, AMENDING GOODYEAR CITY CODE SECTION 2-1-5 (COUNCIL COMPENSATION), PROVIDING FOR CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

4. CAMELBACK ROAD & SARIVAL AVENUE INTERSECTION IMPROVEMENTS

Recommendation

Approve expenditure of funds in the amount of \$664,100 for the construction of intersection improvements at Camelback Road & Sarival Avenue. (Hugh Bigalk, P.E., City Traffic Engineer; Troy Tobiasson, Senior Project Manager)

5. FINAL PLAT OF ESTRELLA PARCEL 9.28 AND DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28

Recommendation

1. Approve the Final Plat of Estrella Parcel 9.28 (the "Final Plat"), subject to stipulations.
2. ADOPT RESOLUTION NO. 2021-2177 APPROVING DEVELOPMENT AGREEMENT FOR ESTRELLA PARCEL 9.28; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Katie Wilken, Planning Manager)

6. **AUTHORIZE THE ACCEPTANCE OF THE DEDICATION OF THREE PUBLIC UTILITY AND SIDEWALK EASEMENTS REQUIRED FOR DEVELOPMENT ALONG MINNEZONA AVENUE.**

Recommendation

Authorize the acceptance of the dedications of the Public Utility and Sidewalk Easements attached hereto from Liberty Property Limited Partnership, a Pennsylvania limited partnership, Amazon.com Services LLC, a Delaware limited liability company and Rados Properties-Indian School LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

7. **APPROVE BUDGET TRANSFERS**

Recommendation

Approve budget transfers. (Doug Sandstrom, Finance Director)

PUBLIC HEARINGS

8. **LAKIN PARK MULTIFAMILY ANNEXATION**

Mayor Lord opened the Public Hearing at 6:13 p.m.

Senior Planner Alex Lestinsky presented the Lakin Park Multifamily Annexation. Ms. Lestinsky reviewed the annexation process and the details of the property located on the southwest corner of MC-85 and Cotton Lane. She added that 2.8 acres of the property were being annexed into the City to be developed concurrently with the adjacent parcels. She noted that the Lakin Park Planned Area Development was approved by the City Council in 2018 which included a mix of industrial, commercial and multifamily uses.

There being no other speakers present, Mayor Lord closed the Public Hearing at 6:16 p.m.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE NO. 2021-1514, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 2.8-ACRES OF LAND GENERALLY LOCATED WEST OF THE SOUTHWEST CORNER OF MC-85 AND COTTON LANE WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, AND PROVIDING A CITY ZONING DESIGNATION OF AGRICULTURAL-URBAN (AU); PROVIDING DIRECTIONS AND AN EFFECTIVE DATE. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

9. **REZONE APPROXIMATELY 1,319.2 ACRES LOCATED ALONG RAINBOW VALLEY ROAD BETWEEN THE WILLIS ROAD ALIGNMENT AND QUEEN CREEK ROAD, KNOWN AS RAINBOW VALLEY, FROM PLANNED AREA DEVELOPMENT (PAD) AND AGRICULTURAL URBAN (AU) TO PAD AND APPROVAL OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY.**

Mayor Lord opened the Public Hearing at 6:17 p.m.

Planner Christian Williams presented a request to rezone 1,319.2 acres located along Rainbow Valley Road between the Willis alignment and Queen Creek Roads. Mr. Williams provided the history of the property adding that in 2018 the area was zoned as Rainbow Valley Planned Area Development.

Mr. Williams reviewed the proposal and the land use highlights that would include single family lots with lower densities (LDR), medium density lots (MDR) and community commercial, which would allow for public facilities, future schools and public recreation.

Mr. Williams spoke about the streetscape enhancements, parks and open space for the project. He added that in addition to the rezone, there was an accompanying development agreement that would amend the original development agreement to include the additional 320 acres and would also provide provisions for the construction of infrastructure.

Shaine Alleman, attorney for the applicant, expressed his gratitude for all the time and effort spent working together with many City departments on the process for the rezone.

There being no other speakers present, Mayor Lord closed the Public Hearing at 6:24 p.m.

Council inquired about how the SR 303 and the I-11 would flow with the property. Mr. Williams responded that the preferred alignment for the SR 303 would cut through the northeast corner of the property with underlying zoning. He added that the I-11 would run south of the property, but that there had been some proposals showing the I-11 running in the same location as the SR 303. He explained that when the SR 303 is built in the northeast corner of the property, there were provisions in the zoning that stipulated buffers and sound walls for the nearby residences.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2168, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-06A CITY OF GOODYEAR, AZ - REZONE CASE"; AND "LEGAL DESCRIPTION - RAINBOW VALLEY"; AND "RAINBOW VALLEY 1ST AMENDED PLANNED AREA DEVELOPMENT" DATED AUGUST 2021. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2021-1507, CONDITIONALLY REZONING APPROXIMATELY 1,319.2 ACRES GENERALLY LOCATED ALONG RAINBOW VALLEY ROAD BETWEEN THE WILLIS ROAD ALIGNMENT AND QUEEN CREEK ROAD, KNOWN AS RAINBOW VALLEY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION 2021-2175 APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; DIRECTING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AUTHORIZING AND DIRECTING THE CITY MANAGER OR HER DESIGNEE TO TAKE ALL ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Brannon Hampton, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

Passed - Unanimously

10. FAIRWAYS AT PALM VALLEY ASSISTED LIVING FACILITY USE PERMIT

Mayor Lord opened the Public Hearing at 6:29 p.m.

Principal Planner Karen Craver spoke about the Planning and Zoning Commission vote for the Fairways at Palm Valley Assisted Living Facility use permit on August 11, 2021. She noted that at that meeting, a motion was made to recommend approval of the use permit, but failed by a vote of 3 to 2, due to the Commission by-laws requiring 4 positive votes from the majority of the body of the Commission.

Ms. Craver provided the details of the project that consisted of 6.15 acres located at the southwest corner of Litchfield Road and Virginia Avenue. She relayed that the property was rezoned by SunCor from Residential to Commercial in 2001. She reviewed the allowed commercial uses by right that did not require a public process and provided an overview of the conceptual site plan and elevations.

Ms. Craver went on to discuss the Zoning Ordinance evaluation criteria used for use permits and relayed that staff found the Zoning Ordinance criteria was met.

Applicant Scott Laten, Principal of Suntereo Real Estate Services, LLC, presented information about the assisted living facility use permit and the types of properties they build. Mr. Laten reviewed the community and resident amenities. He also discussed the demographics of the type of residents that would live at the facility.

Mr. Laten reviewed the stipulations that included removing one of the driveways or have a gate as emergency access only, requiring a right turn only onto 140th Avenue on the second driveway, planting 36-inch box Willow Acacias along the landscape setback next to the Garverick residence and that the facility would be licensed by the Arizona Department of Health Services as an Assisted Living Center.

The following Goodyear residents spoke in opposition to the use permit expressing concerns with the height of the proposed building, line of sight, setbacks, and decreased home values: Rodger Brumbaugh, Jan Brumbaugh, Patrick Garverick, Sheryll Schuster and Deborah Johansson. Petitions were also submitted in opposition to the use permit containing 50 signatures.

There being no other speakers present, Mayor Lord closed the public hearing at 7:02 p.m.

Council inquired if there were any problems with any of the other assisted living facilities near parks. Development Services Director Christopher Baker replied that Code Compliance had not received any reports of issues with non-residents being in the parks.

A discussion continued regarding access into the property, the current and proposed setbacks, buffers and landscaping.

Fire Chief Paul Luizzi explained that the Fire Department required the two points of access on the west side of the property.

Council asked if an emergency access gate would suffice. Chief Luizzi replied that an automated gate with an Opticom Light is recommended for emergency use.

Council expressed that this type of facility was well maintained and was preferred over a multifamily project that could be constructed on the property.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to Approve a Use Permit allowing for the development of an Assisted Living Facility that meets the definition for Assisted Living Facility in the Goodyear Zoning Ordinance on approximately 6.15 acres at the southwest corner of Litchfield Road & W. Virginia Avenue that is included within a portion of property designated as C-2 in the Palm Valley Phase II PAD, subject to stipulations including those identified by staff and limiting the southernmost driveway off of 140th to emergency access only and increasing the tree size on the south side of the building to 36-in box trees. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Laura Kaino

NAY: Vice Mayor Brannon Hampton

Passed

INFORMATION ITEMS

There were no information items.

FUTURE MEETINGS

August 30, 2021	Work Session	5:00 p.m.
August 30, 2021	Community Facilities District Meeting	5:50 p.m.
August 30, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 7:39 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on August 23, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 08/30/2021
AI #:189



CITY COUNCIL ACTION REPORT

SUBJECT: AGREEMENT (IGA) WITH THE GILA RIVER INDIAN COMMUNITY

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

This Intergovernmental Agreement (IGA) permits the Goodyear Fire Department and the Gila River Indian Community to enter into a mutual-aid agreement for fires, medical emergencies, and rescue services.

Recommendation

Authorize the City Manager or designee to execute all documents necessary to enter into a mutual-aid agreement for fire, medical emergencies, and rescue services between the Goodyear Fire Department and Gila River Indian Community. (Paul Luizzi, Fire Chief)

FISCAL IMPACT

The mutual aid agreement calls for each party shall absorb its own costs in the performance of their duties. The Fire Department budget will not change because of this agreement, as these are normal expenses of providing fire service.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Fire Department and the Gila River Indian Community jurisdictions border each other in the southern portion of the city boundaries. This agreement will enable mutual aid response capabilities for both entities. The scope of this agreement includes mutual assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue, and other types of emergency incidents. The delivery of mutual aid for fire and emergency medical services is an established model for intergovernmental cooperation, efficiency and premier customer service. The mutual aid system provides customers with the fastest response to their emergencies.

STAFF ANALYSIS

Since 2007, the Fire Department has had an IGA with Gila River Indian Community. This is an updated IGA, which staff supports participating in the mutual aid agreement. This agreement improves the coordination of emergency assistance to incidents that threaten the loss of life or property within the respective jurisdictions. It is to the mutual benefit of both the Goodyear Fire Department and Gila River Indian Community to enter into this agreement for mutual assistance with fire, medical emergencies, and rescue services.

Attachments

IGA Gila River

Gila Rivera Resolution GR-047-21

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GOODYEAR AND
GILA RIVER INDIAN COMMUNITY
FOR MUTUAL AID RESPONSE FOR FIRE PROTECTION AND OTHER
EMERGENCY SERVICES**

AGREEMENT NO. CON-20-5429

(City of Goodyear)

This Intergovernmental Agreement (“Agreement”) is entered into August 30, 2021 (“Effective Date”), by and between the City of Goodyear, for and on behalf of the Goodyear Fire Department (“the City”), and Gila River Indian Community (“the Community”), a federally recognized Indian tribe. Throughout this Agreement, the City and the Community individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

RECITALS

WHEREAS, the City Manager of Goodyear, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City is authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952, and the City of Goodyear Code Article 5-1-7; and,

WHEREAS, agreements for mutual assistance in fire protection and response to other emergencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, the safety of the employees of each Participant is paramount; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to continue and improve the nature and coordination of emergency assistance to incidents that threaten the loss of life or property within the geographic boundaries of their respective jurisdictions; and,

WHEREAS, it is further the determination of each of the Parties thereto that the decision to enter into this Mutual Aid Agreement constitutes a fundamental governmental policy of the Parties hereto which is discretionary in nature, and includes the determination of the proper use of the resources available to each of the Parties hereto with respect to the providing of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and,

WHEREAS, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant’s ability to fulfill its

mission; and,

WHEREAS, it is the desire of the municipalities and governmental jurisdictions to initiate and/or renew a “Mutual Aid Agreement” for fire department services; and,

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

1. Purpose:

All Parties to this Agreement agree that its purpose is to provide for mutual assistance to fires, medical emergencies, hazardous materials incidents, rescues and extrication situations and other types of emergency incidents that are within the scope of services provided by fire departments.

2. Definition:

The Parties agree that mutual aid is defined as, any Fire Department emergency response and/or incident mitigation assistance provided by one Party to the other Party when no formal automatic assistance agreement has been instituted. Any mutual aid assistance provided will be the result of a formal request for assistance from one Party to the other Party, as prescribed in this agreement.

3. Effect on Prior Agreements:

The Parties further understand that this Agreement supersedes any previous mutual aid agreements between any of the Parties hereto.

4. Effect on current Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement:

Any response to a mutual aid jurisdiction or mutual aid response area by a Participant in the current Intergovernmental Agreement for the Regional Automatic Aid Agreement (Agreement) will not bind any other Participant in the Agreement to provide any assistance in support of the mutual aid request.

ARTICLE II. PARAMETERS FOR ASSISTANCE TO BE PROVIDED

1. By joining this discretionary agreement agree, for the purpose of emergency response, that certain formal operating procedures shall be followed in terms of requesting, dispatching and

redeploying emergency units and operating at the scene of emergency incidents. At no time, will one Party be required to operate outside of that Parties Standard Operating Procedures (S.O.P.).

2. Upon request for assistance, it is understood and agreed that the Fire Chief or their designee of the Party being requested for assistance shall have the sole responsibility of determining, pursuant to the governmental policy of his/her jurisdiction, the level and amount of resources including equipment and personnel to be devoted in response to the request. Neither Party is in any way liable to the other or to any other person, firm or corporation for the determination to supply or not to supply, or to limit the amount of assistance upon such request following such determination.
3. It is understood and agreed that the assisting fire department units shall operate under the direction of the Fire Chief or other authorized person in command of emergency operations for the jurisdiction requesting assistance. At no time will the assisting units operate in violation of their respective S.O.P.'s.
4. It is understood that the equipment and personnel of the Party providing mutual aid assistance are to be released from service and returned to the Party's jurisdiction by the commanding officer in charge of operations as soon as conditions warrant.

ARTICLE III. REQUEST FOR ASSISTANCE

1. It is understood that at any time a jurisdiction may exceed their response capabilities. When the Fire Chief or their designee determines, that assistance is needed to mitigate an emergency incident within their jurisdiction, a request for assistance can be made to either Party of this agreement.
2. All requests for mutual aid assistance will follow the process below:
 - 2.1 The requesting jurisdiction will contact the Phoenix Fire Department Regional Dispatch Center (PFDRDC) to request assistance. The request must include the type of incident, the type and number of resources being requested, current number of resources assigned to the emergency incident and the current incident strategy being utilized.
 - 2.2 Upon receipt of the information, the PFDRDC staff will determine, to the best of their ability, the closest appropriate supporting jurisdiction to fulfill the request. Upon that determination, the PFDRDC will contact the on-duty Shift Commander or Battalion Chief of the proposed supporting jurisdiction to obtain approval to dispatch requested resources.
 - 2.3 The following criteria will be utilized by the Fire Chief or their designee to determine the level of support that will be provided:

- 2.3.1 What is the incident type and nature?
 - 2.3.2 What is the immediate or foreseeable life hazard?
 - 2.3.3 Has the responsible agency dispatched resources to the incident? If yes, what is their estimated time of arrival to the incident.
 - 2.3.4 Is a different jurisdiction closer that can provide the requested support? If yes, refer the request to that jurisdiction?
 - 2.3.5 Is the requested support appropriate to ensure scene safety and to operate within the Phoenix Fire Department's Volume 2 procedures.
 - 2.3.6 What is the current overall resource availability of the jurisdiction being requested? What impact will the fulfillment of the request have on the system?
 - 2.3.7 Are the resources being requested appropriate for the incident and able to have an impact. Specific consideration should be applied to request for ladder companies.
- 2.4 After thoroughly assessing the criteria in section 2.3 above, the Fire Chief or their designee will make a determination whether to fully or partially support the mutual aid request, or to deny the request. Upon this determination, the supporting jurisdiction Fire Chief or designee will advise the PFDRDC of the level of response, if any, that will be provided.
- 2.5 If assistance will be provided, the PFDRDC will immediately dispatch the determined resources and notify the requesting jurisdiction of the status of their request for assistance.

ARTICLE IV - MISCELLANEOUS

1. The Parties further agree, if time permits, to participate in multi-jurisdictional drills and exercises, training programs, pre-incident planning, post-incident critiques and other activities to enhance safe effective emergency operations when practical and feasible to participate.
2. Nothing in this agreement shall limit the ability of either Party from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any Party from providing emergency assistance to

another jurisdiction which is not a participant in this agreement.

3. It is understood that no Party to this agreement by the execution of said agreement or by the requesting or providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.
4. Neither Party shall be reimbursed by the other Party for any costs incurred pursuant to the agreement.
5. Both Parties shall retain ownership of any equipment or property it brings to the performance of this agreement.

ARTICLE V. TERM OF THE AGREEMENT

1. Term; Renewal:

This Agreement shall commence on the Effective Date referenced above, and shall continue in force for five (5) years, or until terminated by formal act of the Parties.

2. Termination:

Either Party may terminate this Agreement at any time by providing ninety days (90) written notice to the other Party. That terminating Party's termination will then be effective on the 91st day after notice has been provided, unless the notice to terminate has been withdrawn. The Parties at their convenience, by written notice, may terminate this Agreement. Termination can be with, or without, cause. In addition, the Parties acknowledge that, to the extent applicable by law, this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Contract Terms:

Each and every provision of law and any clause required by law to be in this Contract shall be read and enforced as though it were included herein, and, if through mistake

or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall be physically amended to make such insertion or correction.

3. Parole Evidence:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Agreement.

4. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the contract item as an expenditure. The Parties cannot assure that funding this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Entire Contract; Amendment, No Oral Modification:

This Agreement constitutes the complete agreement of the Parties. It supersedes all previous representations, understandings, and agreements, written or oral, relating to the subject matter of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both Parties.

9. Invalidity of Any Provisions:

This Agreement will remain in effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding will result in the offending term or provision being ineffective to the extent of this Agreement, which would subsequently be construed as though the invalid or unenforceable term or

provision never existed. Upon discovery by either Party of invalid terms or provisions, written notice will be given to the other Party within ten (10) business days.

10. Independent Contractor Status:

The Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Party nor any of either Party's agents, employees or helpers will be deemed to be the employee, agent, or servant of the other Party. Neither Party, its employees and subcontractors are entitled to worker's compensation benefits from the other Party.

11. Workers' Compensation:

Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

12. Severability:

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

13. Non-Waiver:

Any City delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions.

14. Compliance with Laws:

To the extent required by law, the Parties will comply with all applicable existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

15. Compliance with Non-Discrimination Laws:

To the extent required by law, the Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, non-discrimination and affirmative action.

16. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement

and may result in the termination of the Agreement.

17. Immigration and Legal Worker Requirements:

To the extent required by law and applicable under A.R.S.

§ 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and the City warrants compliance with the E-verify requirements under A.R.S. § 23-214(A).

- 18. Disposition of Property.** Pursuant to the provisions of A.R.S. § 11-952(B)(4), it is expressly acknowledged and understood that upon cancellation or termination of this agreement, all right, title, and interest in and to equipment and property shall at all times remain the property of the Purchaser.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

1. Indemnification:

From the time of arrival to the time of departure at the emergency scene, the Party providing assistance shall be considered for all purposes to be under the direction and control of the Party requesting assistance. In proceeding to and returning from the emergency scene, the Party providing assistance shall be considered to be an independent contractor for all purposes, and not under the direction and control of the Party requesting assistance. To the extent permitted by law, each Party shall indemnify, defend, save and hold harmless the other Party and its officers, officials, agents, and employees from and against any and all claims, actions liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of each Party or any of its respective owners, officers, directors, agents, employees or subcontractors.

- 2. Indemnifications Survive.** The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement

ARTICLE VIII. NON-WAIVER OF SOVEREIGN IMMUNITY

- 1. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of the Community's sovereign immunity, and is not intended to impair, limit, or affect the status of the Community or its sovereignty. Nothing in this Agreement shall be construed as a waiver of any City immunity or defense, including (without limitation) immunities and defenses under A.R.S. Section 12-820 et seq.

ARTICLE IX. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to CITY:

City of Goodyear Fire Department
14455 W. Van Buren Street, E-102
Goodyear, Arizona 85338

Attn: Paul Luizzi
Fire Chief
Goodyear Fire Department
Telephone: (623) 932-2300
Fax: (623) 882-7114

With a Copy to:
Roric Massey, City Attorney
City of Goodyear
190 N. Litchfield Road
Goodyear, Arizona 85338

If to COMMUNITY:

Gila River Fire Department
5002 North Maricopa Road
Chandler, AZ 85226

Attn: Kathy Garcia
Fire Chief
Gila River Fire Department
Telephone: (520) 796-5900
Fax:

With a Copy to:
Gila River Indian Community
Office of General Counsel
PO Box 97
Sacaton, AZ 85147

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins, City Manager

ATTEST:

Darcie McCracken, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the City.

City of Goodyear

By: _____
Roric Massey, City Attorney

Date

FOR THE GILA RIVER INDIAN COMMUNITY

By: _____
Stephen R. Lewis, Governor

_____ Date

APPROVED AS TO FORM:

_____ Date
Linus Everling, General Counsel

For the Gila River Fire Department:

_____ Date
Kathy Garcia, Fire Chief
Gila River Fire Department

CITY OF GOODYEAR

By: _____
Roric Massey
City Attorney

Date: _____, 2021



GILA RIVER INDIAN COMMUNITY

SACATON, AZ 85147

RESOLUTION GR-047-21

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOODYEAR AND THE GILA RIVER INDIAN COMMUNITY FOR MUTUAL AID RESPONSE FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

WHEREAS, the Gila River Indian Community (the "Community") is a federally recognized tribe, the Gila River Indian Community Council (the "Community Council") is the governing body of the Gila River Indian Community; and

WHEREAS, the Community Council is empowered through Article XV §1(a)(1) of the Constitution and Bylaws of the Gila River Indian Community, adopted March 17, 1960, to negotiate with state governments on behalf of the Community; and

WHEREAS, the Community Council, is empowered pursuant to Article XV Section 1 (a) (9), of the Constitution and Bylaws of the Gila River Indian Community, adopted March 17, 1960, to promote the health, peace, morals, education and general welfare of the Community and its members; and

WHEREAS, the Community Council established the Gila River Fire Department (the "GRFD") in accordance with the Community Code Title 21, Section 21.101, approved by Ordinance GR-04-05; and

WHEREAS, it is the desire of the GRFD to enter into an Intergovernmental Agreement with the City of Goodyear in order to continue to improve the nature and coordination of emergency assistance to incidents that threaten the loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, the Community and the City of Goodyear have a long history of cooperation involving fire services and have been providing mutual assistance for many years; and

WHEREAS, the Community and the City of Goodyear have negotiated the terms of an Intergovernmental Agreement for fire mutual aid, including a provision that specifically retains the Community's Sovereign Immunity; and

WHEREAS, the Community Council finds it in the best interest of the Community to approve the attached Intergovernmental Agreement with the City of Goodyear for fire mutual aid.

NOW, THEREFORE, BE IT RESOLVED, that the Community Council hereby approves the attached Intergovernmental Agreement for Mutual Aid Response for Fire Protection and Other Emergency Services between the Community and the City of Goodyear.

BE IT FINALLY RESOLVED, that the Governor, or in the Governor's absence the Lieutenant Governor, is hereby authorized to sign this Intergovernmental Agreement and sign any other documents or take any other actions necessary to carry out the intent of this Resolution.

CERTIFICATION

Pursuant to authority contained in Article XV, Section 1 (a), (1), (7), (9), (18) and Section 4 of the amended Constitution and Bylaws of the Gila River Indian Community, ratified by the Tribe January 22, 1960 and approved by the Secretary of the Interior on March 17, 1960, the foregoing Resolution was adopted on the 19th day of May, 2021, at a Regular Community Council Meeting held by WebEx platform, at which a quorum of 15 members were present by a vote of: 15 FOR; 0 OPPOSE; 0 ABSTAIN; 1 ABSENT; 1 VACANCY.

GILA RIVER INDIAN COMMUNITY


GOVERNOR

ATTEST:


COMMUNITY COUNCIL SECRETARY



ITEM #: 4.
DATE: 08/30/2021
AI #:409



CITY COUNCIL ACTION REPORT

SUBJECT: APPLICATION FOR A LOCATION/OWNER TRANSFER OF A SERIES 09 (LIQUOR STORE) LIQUOR LICENSE AND SAMPLING PRIVILEGES FOR TOTAL WINE & MORE #1008

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Ryan Witner Anderson, Applicant/Agent, Arizona Fine Wine and Spirits LLC

SUMMARY

The applicant is requesting a recommendation of approval for a Location/Owner Transfer of a Series 09 (Liquor Store) liquor license and sampling privileges.

Recommendation

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 153511, a request from Ryan Witner Anderson, applicant/agent for Arizona Fine Wine and Spirits LLC doing business as Total Wine & More, for a Location/Owner Transfer of a Series 09 liquor license and sampling privileges, No. 09070522, located at 1416 N Litchfield Rd., Goodyear, Arizona (Generally located in the plaza southwest of Litchfield Road and McDowell Road). (Darcie McCracken, City Clerk)

FISCAL IMPACT

The applicant paid the \$635 application fee for the license per the Goodyear Municipal User Fee Schedule. The business will continue to contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

Mr. Anderson has purchased an available Series 09 liquor license, No. 09070522, which formerly belonged to Sam's Club #4927 located at 1375 S. Arizona Avenue, Chandler, Arizona. Mr. Anderson is applying for sampling privileges and a Location/Owner Transfer to have the Series 09 liquor license, No. 09070522, added to the Series 09 liquor license already in place at Total Wine & More #1008. Total Wine & More #1008 is currently open for business and operating under Series 09 liquor license No. 09070757, issued by the DLLC on October 11, 1985. Per A.R.S. § 4-203(G), the DLLC allows two liquor licenses of the same series at one location as long as they are under common ownership, and per the applicant it is common practice.

The City Clerk's Office received the application from the DLLC on July 26, 2021. A Public

Hearing Notice was posted on the property on August 9, 2021, to comply with the State mandated 20-day comment period. No petitions or protests from qualified persons were received during the comment period. A.R.S. § 4-201(B) defines a qualified person as "any natural person who is a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed".

The application has been routed to the Police Department and the Development Services Department (Planning and Zoning, Code Compliance, and Building Safety), and any comments from these are listed below:

Department/Division	Comments
Police	None
Planning and Zoning	None
Code Compliance	None
Building Safety	None

STAFF ANALYSIS

Per the DLLC policy, "The liquor store (series 09) license is a 'quota' license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises."

Per A.R.S. § 4-206.01 (K), a liquor store licensee that holds a license with sampling privileges may provide spirituous liquor sampling subject to the following requirements:

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products, except that the licensee may charge a fee for bona fide educational classes conducted in a classroom by an instructor on the licensed premises where the sampling of any spirituous liquor product is incidental to the course taught and to the course materials presented.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

The DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state approved management training course prior to the issuance of a liquor license. Mr. Anderson has provided the following information regarding Total Wine & More's liquor policies:

- There is always at least one manager of record for Total Wine & More #1008 who is

current in his or her basic and management liquor training requirements.

- Staff members also undergo liquor training.
- Responsible and successful management and operation of the store and practices will continue and will not change as a result of this application

There are no licensed childcare facilities, K-12 schools or churches within 300 feet of the location.

The City Council's recommendation of "Approval", "Disapproval", or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

Attachments

DLLC Local Governing Body Report with Sampling Privileges Application

Liquor License within One Mile Report

Liquor License Evaluation Map

SPT 2020 LLC DELAWARE TRUST	Member,Stockholder	22.50
SPT 2020 FLAZ DELAWARE TRUST	Member,Stockholder	22.50
RJT 2013 LLC RECEIVING TRUST	Stockholder,Member	11.25
NRT 2013 LLC RECEIVING TRUST	Stockholder,Member	11.25
JET 2013 LLC RECEIVING TRUST	Stockholder,Member	11.25
MCT 2013 LLC RECEIVING TRUST	Stockholder,Member	11.25
ROBERT LEE TRONE	Member,Stockholder	5.00
DAVID JOHN TRONE	Member,Stockholder	5.00
PNC BANK NATIONAL ASSOCIATION	Creditor	

**ARIZONA FINE WINE AND SPIRITS LLC -
Stockholder,Member**

Name: MCT 2013 LLC RECEIVING TRUST
Contact Name: RYAN WITNER ANDERSEN
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone:
Email: PSINES@GAMLAW.COM

**ARIZONA FINE WINE AND SPIRITS LLC -
Stockholder,Member**

Name: JET 2013 LLC RECEIVING TRUST
Contact Name: RYAN WITNER ANDERSON
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone:
Email: PSINES@GAMLAW.COM

**ARIZONA FINE WINE AND SPIRITS LLC -
Stockholder,Member**

Name: NRT 2013 LLC RECEIVING TRUST
Contact Name: RYAN WITNER ANDERSEN
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone:
Email: PSINES@GAMLAW.COM

**ARIZONA FINE WINE AND SPIRITS LLC -
Stockholder,Member**

Name: RJT 2013 LLC RECEIVING TRUST
Contact Name: RYAN WITNER ANDERSEN
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone:
Email: PSINES@GAMLAW.COM

**ARIZONA FINE WINE AND SPIRITS LLC -
Creditor**

Name: PNC BANK NATIONAL ASSOCIATION
Gender:
Correspondence Address: 800 17TH ST NW
WASHINGTON, DC 20006
USA
Phone: (202)835-4492
Alt. Phone:
Email:

**ARIZONA FINE WINE AND SPIRITS LLC -
Member,Stockholder**

Name: DAVID JOHN TRONE
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (301)795-1000
Alt. Phone:
Email: PSINES@GAMLAW.COM

**ARIZONA FINE WINE AND SPIRITS LLC -
Member,Stockholder**

Name: ROBERT LEE TRONE
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (301)795-1000
Alt. Phone:
Email: PSINES@GAMLAW.COM

**JET 2013 LLC RECEIVING TRUST - Trustee
MCT 2013 LLC RECEIVING TRUST - Trustee
NRT 2013 LLC RECEIVING TRUST - Trustee
RJT 2013 LLC RECEIVING TRUST - Trustee**

Name: GEORGE PAUL MAVRIKES
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (301)469-5113
Alt. Phone:
Email: PSINES@GAMLAW.COM

JET 2013 LLC RECEIVING TRUST - Trustee
MCT 2013 LLC RECEIVING TRUST - Trustee
NRT 2013 LLC RECEIVING TRUST - Trustee
RJT 2013 LLC RECEIVING TRUST - Trustee

Name: ROBERT THOMAS SHAFFER III
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (301)795-1000
Alt. Phone:
Email: PSINES@GAMLAW.COM

**ARIZONA FINE WINE AND SPIRITS LLC -
Member, Stockholder**

Name: SPT 2020 FLAZ DELAWARE TRUST
Contact Name: RYAN WITNER ANDERSEN
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone:
Email: PSINES@GAMLAW.COM

**ARIZONA FINE WINE AND SPIRITS LLC -
Member, Stockholder**

Name: SPT 2020 LLC DELAWARE TRUST
Contact Name: RYAN WITNER ANDERSEN
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone:
Email: PSINES@GAMLAW.COM

SPT 2020 FLAZ DELAWARE TRUST - Trustee
SPT 2020 LLC DELAWARE TRUST - Trustee

Name: BRANDON WAYNE WILKERSON
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (301)547-0706
Alt. Phone:
Email: PSINES@GAMLAW.COM

MANAGERS

Name: TERRY VERNON JOHNSON
Gender: Male
Correspondence Address: 12490 N COPPER QUEEN WAY
ORO VALLEY, AZ 85755
USA
Phone: (520)887-0174
Alt. Phone:
Email:

Name: KATHLEEN FEESER
Gender: Female
Correspondence Address: 4262 E WASHINGTON COURT
GILBERT, AZ 85234
USA
Phone: (480)753-4225
Alt. Phone: (623)451-7558
Email:

Name: JAMES JOSEPH ORTEGA
Gender: Male
Correspondence Address: 18171 W OCOTILLO AVENUE
GOODYEAR, AZ 85338
USA
Phone: (480)515-6211
Alt. Phone: (623)203-5265
Email:

Name: KEM MARTIN WINSTON
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)515-6211
Alt. Phone:
Email: PSINES@GAMLAW.COM

Name: ANDREW VIEANE
Gender: Male
Correspondence Address: 4349E ENCINAS AVENUE
GILBERT, AZ 85234
USA
Phone: (602)279-0540
Alt. Phone: (480)334-7108
Email:

Name: RICHARD ALLEN DAVIDSON
Gender: Male
Correspondence Address: 3870 E PINON COURT
GILBERT, AZ 85234
USA
Phone: (480)476-0270
Alt. Phone: (480)329-4078
Email:

Name: LYNDEL MARIE WALL
Gender: Male
Correspondence Address: 16362 E ARROW DRIVE
#2
FOUNTAIN HILLS, AZ 85268
USA
Phone: (480)510-3830
Alt. Phone:
Email:

Name: BRANDON WAYNE WILKERSON
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (301)547-0706
Alt. Phone:
Email: PSINES@GAMLAW.COM

APPLICATION INFORMATION

Application Number: 153511
Application Type: Location / Owner Transfer
Created Date: 06/25/2021



QUESTIONS & ANSWERS

009 Liquor Store

- 1) Are you applying for an Interim Permit (INP)? No
4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? No
10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
Approx 1,135 feet - Archway Classical Academy - 14130 W McDowell Rd #222 - Goodyear, AZ 85395
Aprox 3,589 feet - Palm Valley Church - 431 N Litchfield Road - Goodyear, AZ 85338
11) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Tenant
12) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Unpaid rent, eviction, termination of lease
13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$0 (none)
14) Is there a drive through window on the premises?
No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet
n/a
16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

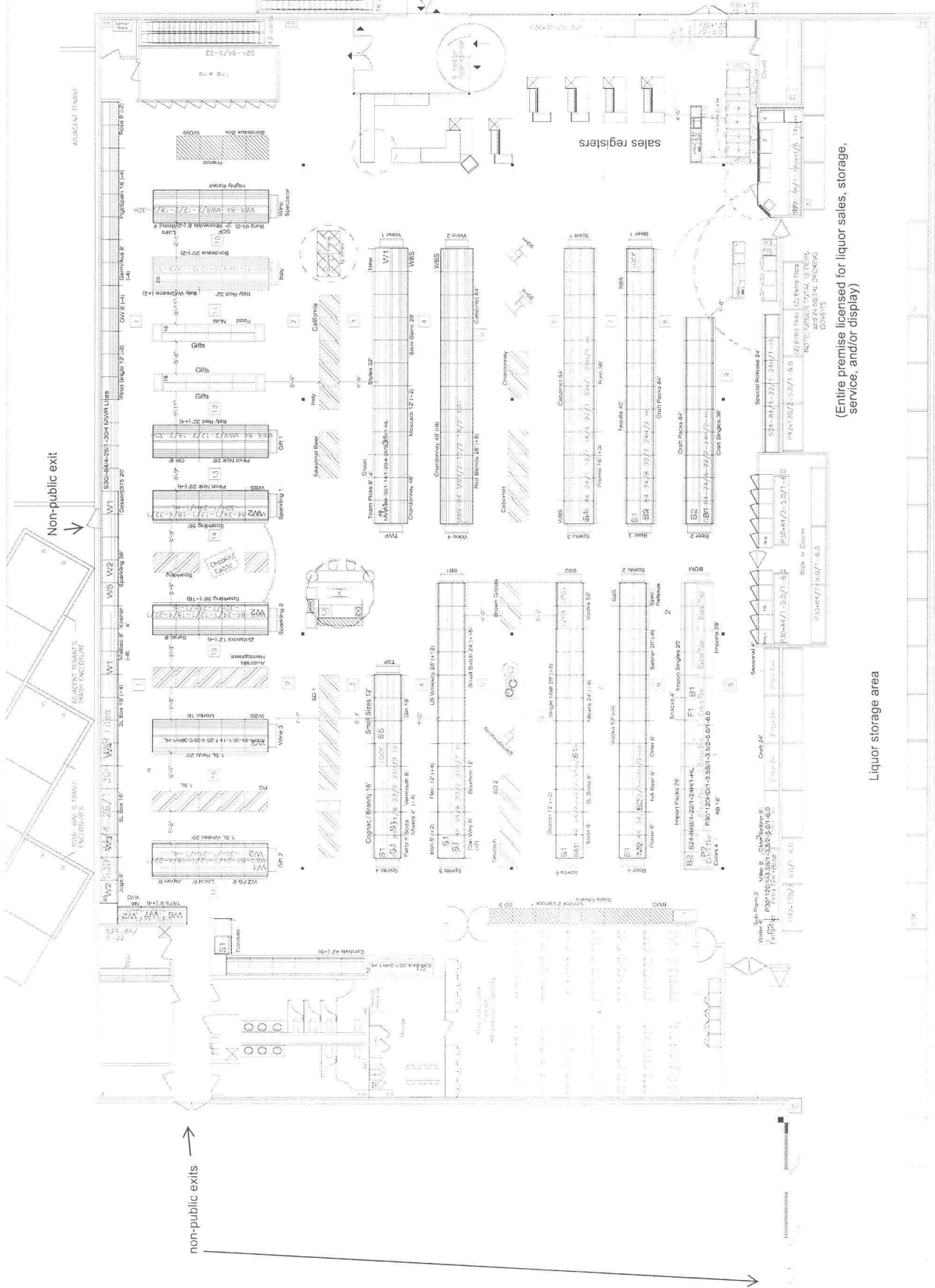
23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$400,000.00

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	Alien Status statement.pdf	06/25/2021
DIAGRAM/FLOOR PLAN	Diagram.pdf	06/25/2021
MISCELLANEOUS	Cover letter to ADLLC for Total Wine application.pdf	06/25/2021
MISCELLANEOUS	Bill of Sale.pdf	06/25/2021
MISCELLANEOUS	Signed Section 9.pdf	06/25/2021
QUESTIONNAIRE	Winston #1008 double up.pdf	06/25/2021
QUESTIONNAIRE	Anderson PQ.pdf	06/25/2021
MISCELLANEOUS	Flow chart.pdf	06/25/2021
QUESTIONNAIRE	Mavrikes #1008 - PQ.pdf	06/25/2021
QUESTIONNAIRE	R Trone #1008 - PQ.pdf	06/25/2021
QUESTIONNAIRE	Shaffer #1008 - PQ.pdf	06/25/2021
QUESTIONNAIRE	Wilkerson #1008 PQ.pdf	06/25/2021
SAMPLING PRIVILEGES	#1008 Sampling application.pdf	06/25/2021
QUESTIONNAIRE	D Trone #1008 - PQ.pdf	06/25/2021

TOTAL WINE & MORE #1008
 Approx. 28,174 s.f.

(Entire premise licensed for
 liquor sales, storage, service,
 and/or display)



(Entire premise licensed for liquor sales, storage,
 service, and/or display)

Liquor storage area

1008 Goodyear AZ 09Jul20

21 JUL 10 04:11:00 AM 2017

Arizona Fine Wine and Spirits, LLC

Last	First	Middle	Type	% Owned	Mailing Address
Trone	Robert	Lee	Member	5.00%	6600 Rockledge Drive, #150 Bethesda, MD 20817
Trone	David	John	Member	5.00%	6600 Rockledge Drive, #150 Bethesda, MD 20817
MCT 2013 LLC Receiving Trust – George Mavrikes, Co-Trustee Robert Shaffer, Co-Trustee			Member	11.25%	6600 Rockledge Drive, #150 Bethesda, MD 20817
JET 2013 LLC Receiving Trust – George Mavrikes, Co-Trustee Robert Shaffer, Co-Trustee			Member	11.25%	6600 Rockledge Drive, #150 Bethesda, MD 20817
NRT 2013 LLC Receiving Trust – George Mavrikes, Co-Trustee Robert Shaffer, Co-Trustee			Member	11.25%	6600 Rockledge Drive, #150 Bethesda, MD 20817
RJT 2013 LLC Receiving Trust – George Mavrikes, Co-Trustee Robert Shaffer, Co-Trustee			Member	11.25%	6600 Rockledge Drive, #150 Bethesda, MD 20817
SPT 2020 FLAZ Delaware Trust – Brandon Wilkerson, TTE			Member	22.50%	6600 Rockledge Drive, #150 Bethesda, MD 20817
SPT 2020 LLC Delaware Trust – Brandon Wilkerson, TTE			Member	22.50%	6600 Rockledge Drive, #150 Bethesda, MD 20817

BILL OF SALE

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT Camelback Liquors II, LLC, an Arizona limited liability company (hereinafter referred to as "Seller"), for an in consideration of the sum of Four Hundred Thousand and no/100 (\$400,000.00) Dollars and other good and valuable consideration to Seller paid by Arizona Fine Wine & Spirits, LLC, an Arizona limited liability company (hereinafter "Buyer"), the receipt and sufficiency of which are hereby acknowledged and confessed, has bargained, sold, assigned and delivered, and by these presents does bargain, sell, assign and deliver, unto Buyer all of the Seller's right, title and interest in and to all of the following described personal property in Maricopa County, Arizona, to wit:

Arizona liquor license #09070522


Seller warrants it is the lawful owner of the License, the License is free and clear of all taxes, liens, encumbrances, and claims of any kind, and the undersigned is authorized to execute all documents necessary to effect the sale of the License on behalf of the Seller.

This Bill of Sale shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

EXECUTED this 20th day of JANUARY, 2021.

SELLER:

Camelback Liquors II, LLC
an Arizona limited liability company


By: SARGON SHLITA
Its: MANAGER



21 JUL 19 Lic. Lic. # 15351

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Issuance fee: \$100.00
Issuance Date:
Liquor Store (series 9)
Beer and Wine Store (series 10)
CSR: AP
Job #: 15351

SAMPLING PRIVILEGES APPLICATION
SERIES 9 OR 10

Applicant's Name: [] Individual [X] Agent Ryan Witner Anderson License #: 09070522
Business Name: Total Wine & More #1008
Business Location: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Mailing Address: c/o Guttilla Murphy Anderson, PC - 5415 E High St #200 Phoenix AZ Maricopa 85054
Business Phone Number: (623) 547-2109 Daytime Contact Number: (480) 304-8300
Email Address: psines@gamlaw.com

Series #10 Beer and Wine Store Only:

- I declare that my business qualifies as a
[] Premises is 5,000 square feet or larger
[] At least 75% of shelf space is dedicated to beer and wine

A.R.S. §4-206.01(J) Bar, Beer and Wine Bar or Liquor Store Licenses; number permitted; fee; sampling privileges

I (Signature), [Signature], hereby declare that I am the INDIVIDUAL/AGENT filing this form, that I have read A.R.S. §4-206.01 and verify all statements made on this document to be true, correct, and complete to the best of my knowledge. I understand there is a \$100 issuance fee and the annual \$60 renewal fee for these sampling privileges. The sampling privilege renewal fees are due at the same time as the renewal for the current license number identified on the first line of this application.

LOCAL GOVERNING BOARD

I, _____ recommend [] APPROVAL [] DISAPPROVAL
(Government Official Signature) (Title)
on behalf of _____
(City, Town, County) Phone Date

DLLC USE ONLY

Investigation Recommendation: [] Approval [] Disapproval by: _____ Date: ___/___/___
Director Signature required for Disapprovals: _____ Date: ___/___/___



21 JUL 19 11:47 AM '17

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

FP Current
11-22-19

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070522

1. Check the Appropriate Box

Form with checkboxes: Controlling Person, Agent (checked), Premises Manager (complete all questions except #12)

2. Name: Anderson Ryan Witner Birth Date [Redacted]
Last First Middle (NOT a public record)

3. Social Security #: [Redacted] Driver License #: [Redacted] State: AZ

4. Place of birth: Pomona CA USA Height: 6'4" Weight: 230 Eyes: Blue Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Anderson Dina Lambrou Birth Date [Redacted]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? [X] Yes [] No If yes, what is your date of residency: 2001

7. Daytime telephone number: (480) 304-8300 E-mail address: psines@gamlaw.com

8. Business Name: Total Wine & More #1008 Business Phone: 623 / 547 / 2109

9. Business Location Address: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Row 1: 9/2001, CURRENT, Law Firm, Guttilla Murphy Anderson - 5415 E High St #200 - Phoenix, AZ 85054

(ATTACH ADDITIONAL SHEET IF NECESSARY)

21 JUL 19 11:17 AM 817

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
7/2011	CURRENT	21823 N 37th Terrace - Phoenix, AZ 85050

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

NOTARY

I (Print Full Name) Ryan Witner Anderson hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on: 10 Day of June, 2021
Day Month Year

KAREN PLUM
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 583771
MY COMMISSION EXPIRES
JULY 13, 2024

[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: _____ SIGNATURE: _____

'21 JUL 19 14. Lic. # 817

Note: Alien Status form for Ryan Witner Anderson is current at the ADLLC



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

FP current
12-20-2019

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

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Liquor License#: 09070522

1. Check the Appropriate Box

Form with checkboxes: [x] Controlling Person, [] Agent, [] Premises Manager (complete all questions except #12)

2. Name: Trone Robert Lee Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: MD

4. Place of birth: Glen Cove, NY, USA Height: 5'10" Weight: 190 Eyes: BI Hair: Gray
City State COUNTRY (not county)

5. Name of current/most recent spouse: Parisi-Trone Anna Marie Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? [] Yes [x] No If yes, what is your date of residency: N/A

7. Daytime telephone number: 301-795-1000 E-mail address: psines@gamlaw.com

8. Business Name: Total Wine & More #1008 Business Phone: 623 / 547 / 2109

9. Business Location Address: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include Corridor Wine, Inc., EG Holding Corp., and Retail Services & Systems, Inc.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

*21 JUL 19 Lic. Lic. # 817

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2006	CURRENT	9829 Avenel Farm Drive, Potomac, MD 20854

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Robert Lee Trone hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of Maryland County of Montgomery
The foregoing instrument was acknowledged before me this 20th Day of May 2021.
Day Month Year

My Commission Expires on: 7-24-2023 Date

CHERYL A. COLE
Notary Public
Montgomery County
Maryland

[Signature]
Signature of Notary

My Commission Expires July 24, 2023

~~The licensee has authorized the person named on this questionnaire to act as manager for the above license.~~

PRINT NAME: _____ SIGNATURE: _____

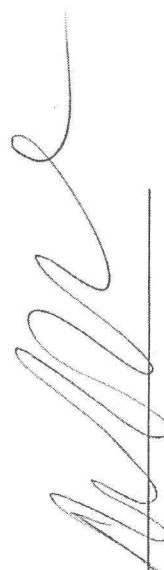
SUPPLEMENTAL STATEMENT FOR ROBERT LEE TRONE

Question 18:

Upon information and belief, listed below are license rejections, denials, revocations, or suspensions within the past five (5) years against liquor licenses on which I am named as a controlling person:

Licensee	Location	Agency	Violation Date	Violation	Disposition
Massachusetts Fine Wine & Spirits, LLC	Burlington, MA	Town of Burlington, Office of the Board of Selectmen and Town Administrator	12/12/2018	Sale to a minor	1-day suspension (02/25/2019)
	Natick, MA	Massachusetts Alcoholic Beverages Control Commission	11/01/2015-12/31/2015; 05/01/2016-06/30/2016	Sales below cost	3-day suspension (11/04-06/2019)
	Everett, MA	Massachusetts Alcoholic Beverages Control Commission	05/01/2016-06/30/2016	Sales below cost	2-day suspension (11/04-05/2019)

Licensee	Location	Agency	Denial Date	Disposition
Stony Brook Fine Wine & Spirits, LLC	Stony Brook, NY	New York State Licensing Authority	7/2018	Application denied based on failure to demonstrate public convenience and advantage.
White Plains Fine Wine & Spirits, LLC	Hartsdale, NY	New York State Licensing Authority	12/2018	Application denied based on failure to demonstrate public convenience and advantage.



ROBERT LEE TRONE



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

QUESTIONNAIRE
 A.R.S. § 4-202, 4-210
 Type or Print with Black Ink

FP Current
 12-20-2019

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070522

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person <input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
---	--

2. Name: Trone David John Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: MD

4. Place of birth: Cheverly, MD, USA Height: 6' Weight: 195 Eyes: Hzi Hair: Brn
City State COUNTRY (not county)

5. Name of current/most recent spouse: Trone June Susan (Malament) Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: N/A

7. Daytime telephone number: 301-795-1000 E-mail address: psines@gamlaw.com

8. Business Name: Total Wine & More #1008 Business Phone: 623 / 547 / 2109

9. Business Location Address: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1/2019	CURRENT	Congressman	U.S. Government, Longworth House Office Bldg, Washington, DC 20515
1/1995	11/2016	Co-owner	Retail Services & Systems, Inc., 6600 Rockledge Dr #150, Bethesda, MD 20817
1/2016	12/2018	Owner	TFWS, Inc., 6600 Rockledge Dr #150, Bethesda, MD 20817
1/2016	12/2018	Owner	Cherry Hill Wine & Spirits, Inc., 6600 Rockledge Dr #150, Bethesda, MD 20817

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

*21 JUL 19 11:47 AM '18

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
7/1999	CURRENT	11417 Skipwith Lane, Potomac, MD 20854

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
If you answered YES, then answer #13 below. If NO, skip to #14.
13. Have you attended a DLLC approved ~~Basic & Management~~ Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) David John Trone hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of Maryland County of Montgomery

The foregoing instrument was acknowledged before me this 21ST Day of May, 2021

Day Month Year

[Signature]
Signature of Notary

My Commission Expires on COLE 24-2023
Notary Public Date
Montgomery County
Maryland
My Commission Expires July 24, 2023

~~The licensee has authorized the person named on this questionnaire to act as manager for the above license.~~

PRINT NAME: _____ SIGNATURE: _____

SUPPLEMENTAL STATEMENT FOR DAVID JOHN TRONE

Question 18:

Upon information and belief, listed below are license rejections, denials, revocations, or suspensions within the past five (5) years against liquor licenses on which I am named as a controlling person:

Licensee	Location	Agency	Violation Date	Violation	Disposition
Massachusetts Fine Wine & Spirits, LLC	Burlington, MA	Town of Burlington, Office of the Board of Selectmen and Town Administrator	12/12/2018	Sale to a minor	1-day suspension (02/25/2019)
	Natick, MA	Massachusetts Alcoholic Beverages Control Commission	11/01/2015-12/31/2015; 05/01/2016-06/30/2016	Sales below cost	3-day suspension (11/04-06/2019)
	Everett, MA	Massachusetts Alcoholic Beverages Control Commission	05/01/2016-06/30/2016	Sales below cost	2-day suspension (11/04-05/2019)



DAVID JOHN TRONE



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

FP Current
12-20-2019

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070522

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager. Controlling Person is checked.

2. Name: Mavrikes George Paul Birth Date: [Redacted]
Last First Middle (NOT a public record)

3. Social Security #: [Redacted] Driver License #: [Redacted] State: MD

4. Place of birth: Bronx NY USA Height: 5'11" Weight: 165 Eyes: Brn Hair: Brn
City State COUNTRY (not county)

5. Name of current/most recent spouse: Mavrikes Jennifer Garver Birth Date: [Redacted]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: N/A

7. Daytime telephone number: 301-469-5113 E-mail address: psines@gamlaw.com

8. Business Name: Total Wine & More #1008 Business Phone: 623 / 547 / 2109

9. Business Location Address: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Rows include Partner at Blue Skye Construction and President at Mavrikes & Associates.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

21 JUL 19 14:47 Lic. # B 18

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/1999	CURRENT	9537 Purcell Drive, Potomac, MD 20854

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) George Paul Mavrikes hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of Maryland County of Montgomery
 The foregoing instrument was acknowledged before me this 21ST Day of May, 2021
 Day Month Year

My Commission Expires on: 7-24-2023
CHERYL A. COLE Date
 Notary Public
 Montgomery County
 Maryland
 My Commission Expires July 24, 2023

Cheryl A. Cole
Signature of Notary

~~The licensee has authorized the person named on this questionnaire to act as manager for the above license.~~

~~PRINT NAME: _____ SIGNATURE: _____~~

SUPPLEMENTAL STATEMENT FOR GEORGE PAUL MAVRIKES

Question 18:

Upon information and belief, listed below are license rejections, denials, revocations, or suspensions within the past five (5) years against liquor licenses on which I am named as a controlling person:

Licensee	Location	Agency	Violation Date	Violation	Disposition
Massachusetts Fine Wine & Spirits, LLC	Burlington, MA	Town of Burlington, Office of the Board of Selectmen and Town Administrator	12/12/2018	Sale to a minor	1-day suspension (02/25/2019)
	Natick, MA	Massachusetts Alcoholic Beverages Control Commission	11/01/2015-12/31/2015; 05/01/2016-06/30/2016	Sales below cost	3-day suspension (11/04-06/2019)
	Everett, MA	Massachusetts Alcoholic Beverages Control Commission	05/01/2016-06/30/2016	Sales below cost	2-day suspension (11/04-05/2019)



GEORGE PAUL MAVRIKES



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

FP Current
12-20-2019

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070522

1. Check the Appropriate Box

Form with checkboxes: [x] Controlling Person, [] Agent, [] Premises Manager (complete all questions except #12)

2. Name: Shaffer, III Robert Thomas Birth Date: [redacted]
Last First Middle (NOT a public record)

3. Social Security #: [redacted] Driver License #: [redacted] State: MD

4. Place of birth: Baltimore MD USA Height: 5'10" Weight: 165 Eyes: Gr Hair: Br
City State COUNTRY (not county)

5. Name of current/most recent spouse: Shaffer Denise Oakes Birth Date: [redacted]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? [] Yes [x] No If yes, what is your date of residency: N/A

7. Daytime telephone number: 301-795-1000 E-mail address: psines@gamlaw.com

8. Business Name: Total Wine & More #1008 Business Phone: 623, 547, 2109

9. Business Location Address: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D) JUL 19 Lic. Lic. # 818

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2002	CURRENT	13101 Long Green Pike, Hydes, MD 21082

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
 If you answered YES, then answer #13 below. If NO, skip to #14.
- ~~13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No~~
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Robert Thomas Shaffer, III hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: *Robert Shaffer* State of Maryland County of Montgomery

The foregoing instrument was acknowledged before me this 19th Day of May, 2021

My Commission Expires: ACOLE-2023 19th Day of May, 2021

Notary Public Date
 Montgomery County
 Maryland
 My Commission Expires July 24, 2023

Cheryl A. Cole
 Signature of Notary

~~The Licensee has authorized the person named on this questionnaire to act as manager for the above License.~~

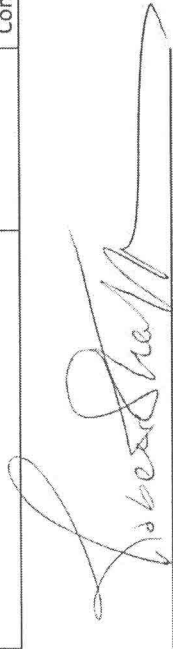
~~PRINT NAME: _____ SIGNATURE: _____~~

SUPPLEMENTAL STATEMENT FOR ROBERT THOMAS SHAFFER, III

Question 18:

Upon information and belief, listed below are license rejections, denials, revocations, or suspensions within the past five (5) years against liquor licenses on which I am named as a controlling person:

Licensee	Location	Agency	Violation Date	Violation	Disposition
Massachusetts Fine Wine & Spirits, LLC	Burlington, MA	Town of Burlington, Office of the Board of Selectmen and Town Administrator	12/12/2018	Sale to a minor	1-day suspension (02/25/2019)
	Natick, MA	Massachusetts Alcoholic Beverages Control Commission	11/01/2015-12/31/2015; 05/01/2016-06/60/2016	Sales below cost	3-day suspension (11/04-06/2019)
	Everett, MA	Massachusetts Alcoholic Beverages Control Commission	05/01/2016-06/30/2016	Sales below cost	2-day suspension (11/04-05/2019)



ROBERT THOMAS SHAFFER, III



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

'21 JUL 19 Lic. Lic. # 818

QUESTIONNAIRE
 A.R.S. § 4-202, 4-210
 Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

FP Current
 3-26-2021

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A **BLUE OR BLACK LINED FINGERPRINT CARD** ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070522

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Wilkerson Brandon Wayne Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security # [REDACTED] Driver License #: [REDACTED] State: VA

4. Place of birth: Danville VA USA Height: 5'9" Weight: 155 Eyes: Br Hair: Br
City State COUNTRY (not county)

5. Name of current/most recent spouse: Wilkerson Selina Lee Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: N/A

7. Daytime telephone number: 301-547-0706 E-mail address: psines@gamlaw.com

8. Business Name: Total Wine & More #1008 Business Phone: 623 / 547 / 2109

9. Business Location Address: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/2015	CURRENT	Senior Director of Tax & Treasury	Retail Services & Systems, Inc., 6600 Rockledge Dr. #150, Bethesda, MD 20817

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D) ^{21 JUL 19 Lic. Lic. # 818}

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
3/2019	CURRENT	4038 Chestnut Street, Fairfax, VA 22030
1/2014	3/2019	1511 Lincoln Circle, Apt. 304, McLean, VA 22102

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
 If you answered YES, then answer #13 below. If NO, skip to #14.
- ~~13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No~~
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Brandon Wayne Wilkerson hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: *Brandon Wayne Wilkerson* State of Maryland County of Montgomery
 The foregoing instrument was acknowledged before me this 1st Day of June, 2021
Day Month Year

My Commission Expires on: 7-24-2023
 Notary Public
 Montgomery County
 Maryland
 My Commission Expires July 24, 2023
Date

Cheryl A. Cole
 Signature of Notary

~~The Licensee has authorized the person named on this questionnaire to act as manager for the above License.~~

~~PRINT NAME: _____ SIGNATURE: _____~~



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

FP current
12-20-2019

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: 09070522

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Premises Manager (checked). Includes instruction: (complete all questions except #12)

2. Name: WINSTON KEM MARTIN Birth Date [Redacted]
Last First Middle

3. Social Security # [Redacted] Driver License # [Redacted] State: AZ

4. Place of birth: Hampton VA USA Height: 5'10" Weight: 165 Eyes: Brown Hair: bald
City State COUNTRY (not county)

5. Name of current/most recent spouse: Reno Richard Michael Birth Date [Redacted]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? [X] Yes [] No If yes, what is your date of residency: December 2007

7. Daytime telephone number: (480) 515-6211 E-mail address: psines@gamlaw.com

8. Business Name: Total Wine & More #1008 Business Phone: 623 / 547 / 2109

9. Business Location Address: 1416 N Litchfield Road Goodyear AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip). Row 1: 12/2007, CURRENT, Store manager, Arizona Fine Wine & Spirits - 6600 rockledge Dr #150 - Bethesda, MD 20817

(ATTACH ADDITIONAL SHEET IF NECESSARY)

21 JUL 19 Lic. Lic. # 8118

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
12/2007	CURRENT	19595 65th Drive - Glendale, AZ 85308

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
If you answered YES, then answer #13 below. If NO, skip to #14.

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No

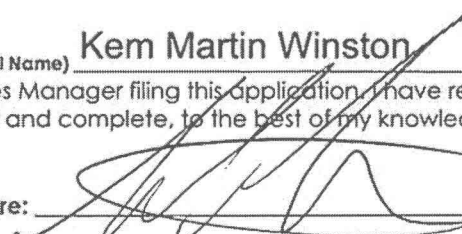
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

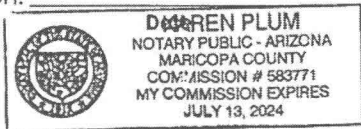
I (Print Full Name) Kem Martin Winston hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

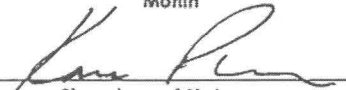
Signature: 

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on:

15th Day of June, 2021
Day Month Year




Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Ryan Witner Anderson SIGNATURE: see attached

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

21 JUL 19 Lic. Lic. # 818

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
	CURRENT	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

**If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

NOTARY

I (Print Full Name) _____ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date _____ Day of _____ Month _____ Year _____

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Ryan Witner Anderson, Agent SIGNATURE: 

Certificate # 11476

21 JUL 19 11:17 AM '18

<input type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input checked="" type="checkbox"/>	On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kem Winston

Full Name (please print)

[Handwritten Signature]

Signature

May 15, 2019

Training Completion Date

May 14, 2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com

Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613

Mailing Address

512-879-1063

Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Handwritten Signature: Kelly Bailey]

Instructor Signature

May 15, 2019

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

- | | | | |
|----------------------------------|----------------------------------|--------------------------|--------------------------------------|
| In-state Microbrewery (series 3) | Government (series 5) | Bar (series 6) | Beer & Wine Bar (series 7) |
| Conveyance (series 8) | Liquor Store (series 9) | Private Club (series 14) | Hotel/Motel w/restaurant (series 11) |
| Restaurant (series 12) | In-state Farm Winery (series 13) | | Beer & Wine Store (series 10) |

liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Certificate # 11988

'21 JUL 19 Lic. Lic. # 819

Certificate of Completion For Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kem Winston

(Full Name, please print)

[Signature]

Signature

November 14, 2019

Training Completion Date

November 13, 2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Diversys Learning, Inc. DBA SureSellNow.com

Company Name

1011 Arrow Point Drive, Cedar Park, Texas 78613

Mailing Address

512-879-1063

Daytime Contact Phone Number

I, Kelly Bailey, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature]

Instructor Signature

November 14, 2019

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Liquor Licenses within One Mile

Applicant Address: 1416 N. Litchfield Rd., Goodyear, AZ 85338

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
Macayo's Restaurant	1474 N. Litchfield Rd.	741 ft.	12, 12G
Circle K Store #9177	1264 N. Litchfield Rd.	1,091 ft	10
Hayashi Hibachi	1480 N. Litchfield Rd.	1,155 ft	12
Chipotle Mexican Grill #542	1560 N. Litchfield Rd.	1,278 ft	12
Chili's Grill & Bar #608	1371 N. Litchfield Rd.	1,379 ft	12
Applebee's Neighborhood Grill & Bar	13832 W. McDowell Rd.	2,167 ft	12
Haymaker Restaurant Co.	1800 N. Litchfield Rd.	2,207 ft	12
Target #1242	1515 N. Litchfield Rd.	2,281 ft	10
Gus's New York Pizza & Bar	13824 W. McDowell Rd. #A100	2,349 ft	12
Black Angus Steakhouse	13766 W. McDowell Rd.	2,586 ft	12
Rudy's Country Store & Bar B Que	845 N. Litchfield Rd.	3,052 ft	7
Red Robin America's Gourmet Burger & Spirits	14551 W. McDowell Rd.	4,305 ft	12
Palm Valley Golf Club	2211 N. Litchfield Rd.	4,312 ft	6
PF Chang's China Bistro	14681 W. McDowell Rd.	5,008 ft	12
Circle K Store #9180	315 N. Litchfield Rd.	5,174 ft	10
Angry Crab Shack Restaurant	310 N. Litchfield Rd.	5,176 ft	12
Booty's Wings Burgers & Beer	13375 W. McDowell Rd Ste. 101	5,251 ft	12

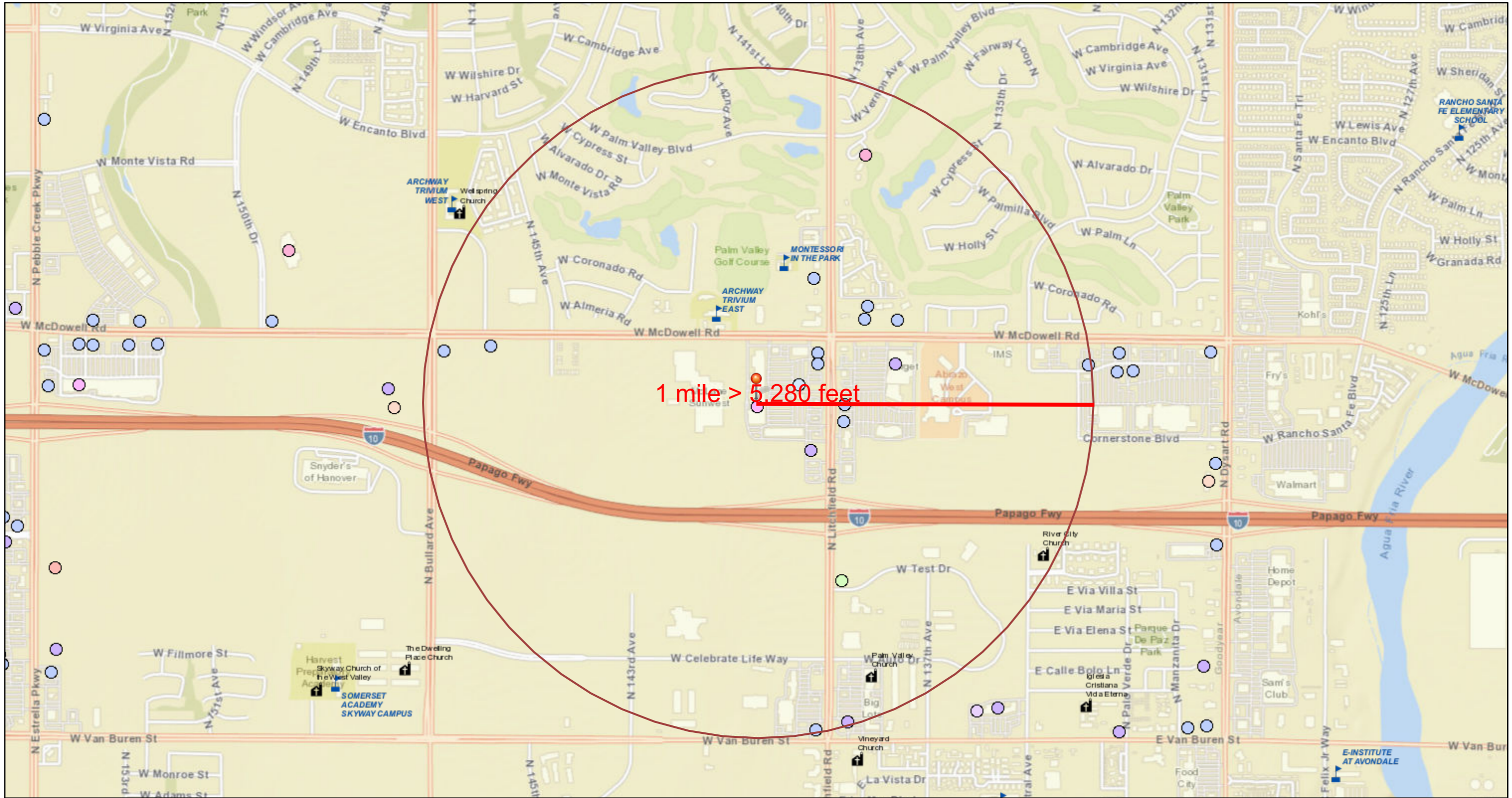
Places of Worship			
Palm Valley Church	431 N. Litchfield Rd.	4,605 ft	
River City Church	1781 N. Central Ave.	5,073 ft	

Schools			
Archway Trivium East	14130 W. McDowell Rd.	1,602 ft	
Montessori in the Park	1832 N. Litchfield Rd.	2,312 ft	

Series Legend:

Alternating Proprietorship (20)
 Bar (6)
 Beer & Wine Bar (7)
 Beer & Wine Store (10)
 Beer & Wine Store (10) with Sampling Privileges
 Private Club (14)
 Conveyance (8)
 Craft Distiller (18)
 Custom Crush (21)
 Direct Shipment (17W)
 Government (5)
 Hotel (11)
 Producer: In State (1)
 Producer: Out of State (2)
 Producer: Limited out of State (2L)
 Producer: Out of State Winery (2W)
 Producer: Out of State Microbrewery (2M)
 Liquor Store (9)
 Liquor Store (9) with Sampling Privileges
 Microbrewery (3)
 Restaurant (12)
 Restaurant (12) with Growler Privileges
 Special Event Contractor (SEC)
 Wholesaler (4)
 Winery (13)
 Tasting Room (19)

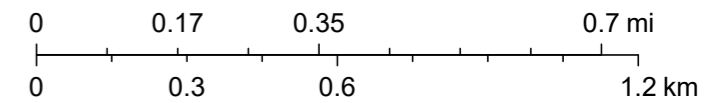
Liquor License Evaluation - Total Wine & More #1008



8/9/2021, 11:26:22 AM

1:18,056

- | | | | |
|--|------------------------------|-----------------------|--------------------|
| Schools | Beer and Wine Bar | Government | Microbrewery |
| Places of Worship | Beer and Wine Store | Hotel / Motel | Restaurant |
| February 2021 Liquor License Locations | Beer and Wine Store Sampling | Liquor Store | Restaurant Growler |
| #N/A | Club | Liquor Store Sampling | UNKNOWN |
| Bar | | | |



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, City of Goodyear

ITEM #: 5.
DATE: 08/30/2021
AI #:451



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINT MEMBERS TO THE COUNCIL COMPENSATION COMMITTEE AND ADOPT THE AMENDED BY-LAWS

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Approve the recommended appointments and adopt the amended by-laws.

Recommendation

Approve the appointments to the Council Compensation Committee and adopt the amended by-laws. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no direct budget impact associated with the appointments or the updated by-laws.

BACKGROUND AND PREVIOUS ACTIONS

Voters adopted the City Charter changes at the March 2021 election which was signed by Governor Ducey on May 18, 2021. Article II, Section 11 establishes the Council Compensation Committee and charges the members to review the compensation of the Mayor, Vice-Mayor and Councilmembers and submit their recommendations to the City Clerk in the odd numbered years.

The City Council Subcommittee: Boards, Commissions and Committees met on August 23, 2021 to review applications and have made recommendations for appointments to the Council Compensation Committee.

Recommended Council Compensation Committee:

Name	Term Start	Term Expiration
Paul Gioia	08/31/2021	08/30/2023
Kelly Kessler	08/31/2021	08/30/2023
Carl Hamilton	08/31/2021	08/30/2025
Jarrett Hickman	08/31/2021	08/30/2025
Susan Schmelzer	08/31/2021	08/30/2025

Loyalty oaths will be administered at the first meeting.

STAFF ANALYSIS

None.

Attachments

Amended Council Compensation Comm By-Laws

Redlined Council Comp Comm By-Laws

**CITY OF GOODYEAR
COUNCIL COMPENSATION COMMITTEE
BY-LAWS**

Article I – Name

The Goodyear Council Compensation Committee, herein after referred to as the “Committee”, is a committee of the Goodyear City Council established by City Charter Article II, Section 11..

Article II – Term of the Committee

The Committee is a permanent committee unless there is a change in the Charter.

Article III – Powers and Duties

The Committee is an advisory body to City staff and the City Council on matters relating to Council compensation. The Committee will return to City Council with a final recommendation on the compensation package for the Mayor, the Vice Mayor and Councilmembers. Its powers are advisory only, unless additional powers and authority are provided by Resolution, Ordinance or state or federal law or regulation. The powers and duties of the Committee shall include:

- A. A review of Council compensation to include:
 - o Benchmark salary and benefit data from cities in the Phoenix metropolitan area;
 - o Inflation rates;
 - o Salary increases provided to city employees;
 - o Any other relevant data the committee believes will inform their compensation recommendation

- B. Recommendation of a compensation package based on findings.

Article IV – Membership

Section 1: Number of Members. Five (5) members, the Chairman and four (4) members, shall be appointed to the Committee.

Section 2: Terms of Office. The terms of the Committee members shall be four-year terms. The initial appointed members shall be two for two-year terms, and three for four-year terms to allow for staggered membership.

Section 3: Selection. All members shall be appointed from recommendations of the City Council Subcommittee for Boards, Committees and Commissions after review and recommendation by the Human Resources Director.

Section 4. Composition/Qualifications. Members shall meet the following minimum qualifications upon appointment to the Committee. Committee members shall:

- A. Be eighteen years of age or older; and
- B. Be a Goodyear resident; and
- C. Be registered to vote in Arizona; and
- D. Not be a city employee, member of City Council, or an immediate family member of such persons; and
- E. Not be voting members on two or more boards, commissions or committees of the City, excluding any sub-committee and/or ad-hoc committee formed by the Committee hereunder.

If a member serves on the Public Improvement Corporation (PIC) and the Industrial Development Authority (IDA), or the Public Safety Retirement Board (PSRB) for Police and Fire, they can serve on only one additional committee, commission or board.

Section 5: Officers. The Committee shall include the following officers:

- A. Chair. The Committee shall elect a Chair at the time of the first Committee meeting. The term of the Chair shall be the term of their appointment to the Committee unless the Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for membership and/or is unable to perform the duties of the office. In the event the Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Committee shall elect another member of the Committee as Chair. The duties of the Chair shall include:
 - a. Establishing a regular meeting schedule; and
 - b. Determining the agenda for meetings after consultation with City staff designated by the Council to assist the Committee with its work; and
 - c. Presiding over Committee meetings, including deciding upon all points of order and/or procedure; and
 - d. Reviewing agenda items for future Committee meetings with the Human Resources Department and/or City Clerk's Office; and
 - e. Considering other such matters and concerns of the Committee as set forth in these by-laws or as otherwise directed by the City Council.

Vice-Chair. The Committee shall elect a Vice-Chair at the time of the first meeting. The term of the Vice-Chair shall be the term of the appointment to the Committee. In the event the Vice-Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Committee shall elect another member of the Committee as Vice-Chair. In the absence of the Chair, the Vice-Chair shall preside over Committee meetings and perform the duties of the Chair. In addition, the Vice-Chair shall perform any duties assigned by the Chair or that may evolve by virtue of the office of Vice-Chair.

- B. Temporary Chair. In the absence of the Chair and Vice-Chair, the Committee shall appoint a member of the Committee to serve as Chair for the meeting by majority vote.
- C. Legal Representation. The City Attorney, or his designee, shall provide legal representation and advice to the Committee as necessary.

Section 6: Staff. The Human Resources Director and City Clerk or their designee may assist the committee in its work.

Section 7: Attendance Policy. Members are expected to attend all meetings.

Section 8: Quorum. A majority of the voting members of the Committee shall constitute a quorum for transacting business at a meeting. For this committee, three shall be considered a quorum. In the absence of a quorum, the Committee is prohibited from discussing or taking any action on any items from the agenda and the meeting shall be rescheduled. In the event a quorum is lost after a meeting begins, no further discussions or actions shall be taken on any items from the agenda once the quorum is lost and the meeting shall be continued or rescheduled.

Section 9: Meetings.

- A. The duration of the committee may require multiple meetings within several months.
- B. Meetings of the Committee shall be open to the public and the minutes of the meetings and other official actions shall be filed by the City Clerk as a public record. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any persons on whose behalf he or she is appearing. The Chair may institute time limits for speakers in the interest of meeting management.

- C. Meetings shall, to the extent not in conflict with these By-Laws, be conducted according to the latest edition of Roberts Rules of Order, except that the Chair shall be permitted to vote on any motion.

Section 10: Order of Business:

- A. The Chair shall call the meeting to order and minutes shall record the members present or absent. The Chair may call each matter of business in the order of the approved agenda.
- B. The Chair shall conduct all meetings generally in accordance with Robert's Rules of Order and may invoke such rules when making formal recommendations.
- C. All meetings of the Committee may be recorded by an electronic device. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at his or her own expense, may do so, provided that he or she consults the Chair to arrange facilities for such recording prior to the commencement of the meeting, and such recording will not otherwise disrupt the proceedings.

Section 11: Voting and Recommendations.

- A. Any formal recommendations to be forwarded to the City Council for review or approval shall require a majority vote of a quorum of the Committee. Each member attending shall be entitled to one vote.
- B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the Chair, a roll call vote shall be taken. Any member of the Committee may call for a roll call vote in lieu of a voice vote.
- C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as provided by A.R.S. § 38-501, et seq. and the Goodyear City Code.
- D. Proxy voting shall not be permitted. Teleconference, telephonic or participation via electronic means by members of the Committee may be permitted at the discretion of the Chair provided there is technology available to allow for public participation..

Article VI – Official Records

The official records of the Committee shall include these By-Laws; agendas of the Committee created by the Committee; and minutes of meetings of the Committee by the

Committee. The official records of the Committee shall be deposited with the City Clerk and shall be available for public inspection during regular office hours.

Article VII – Amendments

These By-Laws may be amended by a majority vote of the City Council. The Committee may request an amendment to the By-Laws by a three-fourths majority vote of the members present at any meeting of the Committee at which a quorum is present, provided such amendment(s) is submitted in writing at a prior regular meeting of the Committee and is recorded in the minutes of such meeting. Such amendment(s) shall be subject to ratification by a majority vote of the City Council, and if so approved, shall become effective at the next regular meeting of the Committee after ratification.

ARTICLE VIII -- Miscellaneous

Section 1: Open Meetings. The Committee shall comply with the requirements of Arizona's Open Meeting Laws, A.R.S. §§ 38-431 et seq. Except for Executive Sessions authorized by A.R.S. § 38-431.03, all meetings of the Committee shall be open to the public.

Section 2: Public Records. The Committee shall comply with the requirements of Arizona's Public Records Laws, A.R.S. §§ 39-101 et seq.

Section 3: Conflict of Interest. Any member of the Committee who has a substantial interest, as defined in A.R.S. § 38-502, in the outcome of any matter brought before them shall publically disclose that interest before the matter is discussed and shall refrain from voting or in any way participating in that matter. The meeting minutes shall reflect the member's disclosure of the substantial interest and the nature of the substantial interest.

Section 4: City Ethics Policy. All members of the Committee shall read, sign, and adhere to the City Ethics Policy.

Section 5: Resignation and Removal. Members of the Committee may resign at any time by delivering written notice of such resignation to the Chair. Committee members, including alternates, may be removed with or without cause by a majority vote of the City Council.

Section 6: Agenda Items. The Mayor may direct the Chair to include certain items on a Committee meeting agenda. Any member may propose items to be included on an agenda which shall be included at the discretion of the Chair.

CITY OF GOODYEAR
~~CITY~~ COUNCIL COMPENSATION ~~AD-HOC~~ COMMITTEE
BY-LAWS

Article I – Name

The Goodyear ~~City~~ Council Compensation ~~Ad-Hoc~~ Committee, herein after referred to as the “Committee”, is an ~~ad-hoc~~ committee of the Goodyear City Council established by City Charter Article II, Section 11. Resolution 2018-1884.

Article II – Term of the Committee

The Committee is an ~~ad-hoc~~ permanent committee unless there is a change in the Charter. ~~and shall be in existence from July 2018 for no longer than twelve months after its first meeting. The Committee shall automatically cease July 31, 2019.~~

Article III – Powers and Duties

The Committee is an advisory body to City staff and the City Council on matters relating to Council compensation. The Committee will return to City Council with a final recommendation on the compensation package for the Mayor, the Vice Mayor and Councilmembers. Its powers are advisory only, unless additional powers and authority are provided by Resolution, Ordinance or state or federal law or regulation. The powers and duties of the Committee shall include:

A. A review of Council compensation to include:

- o ~~Council compensation review of b~~ Benchmark salary and benefit data from cities in the Phoenix metropolitan area;
- o ~~Inflation rates;~~
- o ~~Increased in salaries to employees~~ Salary increases provided to city employees;
- A. o ~~Any other relevant data that the committee believes will give them a full picture of compensation inform their compensation recommendation~~

B. Recommendation of a compensation package based on findings.

Article IV – Membership

Section 1: Number of Members. ~~No more than f~~Five (5) members, the Chairman and four (4) members, shall be appointed to the Committee. ~~The total number of appointed members shall be an odd number. All appointed members shall be voting members.~~

Section 2: Terms of Office. The terms of the Committee members shall be four-year terms. ~~The initial appointed members shall be two for two-year terms, and three for four-year terms to allow for staggered membership.~~ the duration of the Committee’s existence.

Section 3: Selection. All members shall be appointed from recommendations of the City Council Subcommittee for Boards, Committees and Commissions after review and by Council from the recommendations of by the Human Resources Director ~~and City Clerk, who will select the members from existing Boards and Commissions applications.~~

Section 4. Composition/Qualifications. Members shall meet the following minimum qualifications upon appointment to the Committee. Committee members shall:

- A. Be eighteen years of age or older; and
- B. Be a Goodyear resident; and
- C. Be registered to vote in Arizona; and
- D. Not be a city employee, member of City Council, or an immediate family member of such persons; and
- E. Not be voting members on two or more boards, commissions or committees of the City, excluding any sub-committee and/or ad-hoc committee formed by the Committee hereunder.

If a member serves on the Public Improvement Corporation (PIC) and the Industrial Development Authority (IDA), or the Public Safety Retirement Board (PSRB) for Police and Fire, they can serve on only one additional committee, commission or board.

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 - a. Establishing a regular meeting schedule; and
 - b. Determining the agenda for meetings after consultation with City staff designated by the Council to assist the Committee with its work; and

- c. Presiding over Committee meetings, including deciding upon all points of order and/or procedure; and
- d. Reviewing agenda items for future Committee meetings with the Human Resources Department and/or City Clerk's Office; and
- e. Considering other such matters and concerns of the Committee as set forth in these by-laws or as otherwise directed by the City Council.

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- B. Temporary Chair. In the absence of the Chair and Vice-Chair, the Committee shall appoint a member of the Committee to serve as Chair for the meeting by majority vote.
- C. Legal Representation. The City Attorney, or his designee, shall provide legal representation and advice to the Committee as necessary.

Section 6: Staff. The Human Resources Director and City Clerk or their designee may assist the committee in its work.

Section 7: Attendance Policy. Members are expected to attend all meetings.

Section 8: Quorum. A majority of the voting members of the Committee shall constitute a quorum for transacting business at a meeting. For this committee, three shall be considered a quorum. In the absence of a quorum, the Committee is prohibited from discussing or taking any action on any items from the agenda and the meeting shall be rescheduled. In the event a quorum is lost after a meeting begins, no further discussions or actions shall be taken on any items from the agenda once the quorum is lost and the meeting shall be continued or rescheduled.

Section 9: Meetings.

- A. The duration of the committee may require multiple meetings within ~~one~~ several months.

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- C. Meetings shall, to the extent not in conflict with these By-Laws, be conducted according to the latest edition of Roberts Rules of Order, except that the Chair shall be permitted to vote on any motion.

Section 10: Order of Business:

- A. The Chair shall call the meeting to order and minutes shall record the members present or absent. The Chair may call each matter of business in the order of the approved agenda.
- B. The Chair shall conduct all meetings generally in accordance with Robert's Rules of Order and may invoke such rules when making formal recommendations.
- C. All meetings of the Committee may be recorded by an electronic device. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at his or her own expense, may do so, provided that he or she consults the Chair to arrange facilities for such recording prior to the commencement of the meeting, and such recording will not otherwise disrupt the proceedings.

Section 11: Voting and Recommendations.

- A. Any formal recommendations to be forwarded to the City Council for review or approval shall require a majority vote of a quorum of the Committee. Each member attending shall be entitled to one vote.
- B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the Chair, a roll call vote shall be taken. Any member of the Committee may call for a roll call vote in lieu of a voice vote.
- C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as provided by A.R.S. § 38-501, et seq. and the Goodyear City Code.

- D. Proxy voting shall not be permitted. Teleconference, or telephonic or participation via electronic means by members of the Committee may be permitted at the discretion of the Chair provided there is technology available to allow ~~the~~for public participation ~~by telephone, i.e. a speaker phone is available.~~

Article VI – Official Records

The official records of the Committee shall include these By-Laws; agendas of the Committee created by the Committee; and minutes of meetings of the Committee by the Committee. The official records of the Committee shall be deposited with the City Clerk and shall be available for public inspection during regular office hours.

Article VII – Amendments

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ARTICLE VIII -- Miscellaneous

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- Section 2: Public Records. The Committee shall comply with the requirements of Arizona's Public Records Laws, A.R.S. §§ 39-101 et seq.
- Section 3: Conflict of Interest. Any member of the Committee who has a substantial interest, as defined in A.R.S. § 38-502, in the outcome of any matter brought before them shall publically disclose that interest before the matter is discussed and shall refrain from voting or in any way participating in that matter. The meeting minutes shall reflect the member's disclosure of the substantial interest and the nature of the substantial interest.
- Section 4: City Ethics Policy. All members of the Committee shall read, sign, and adhere to the City Ethics Policy.
- Section 5: Resignation and Removal. Members of the Committee may resign at any time by delivering written notice of such resignation to the Chair. Committee members, including alternates, may be removed with or without cause by a majority vote of the City Council.

Section 6: Agenda Items. The Mayor may direct the Chair to include certain items on a Committee meeting agenda. Any member may propose items to be included on an agenda which shall be included at the discretion of the Chair.

ITEM #: 6.
DATE: 08/30/2021
AI #:452



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE OF FUNDS UP TO \$711,138.77 FOR HAIL DAMAGE ROOF REPAIRS AT THE BALLPARK AND DEVELOPMENT COMPLEXES AND RELATED BUDGET TRANSFERS

STAFF PRESENTER(S): Martin Hussey, Facilities Superintendent; Willy Elizondo, Risk & Safety Coordinator

SUMMARY

Request City Council approval of expenditure of FY2022 funds and related budget transfers for roof repairs at the Ballpark and Development Complexes as a result of hail damage. This includes repairing HVAC damage, repairing existing roofs with damage and recoating repaired roofs with an elastomeric coating.

Recommendation

Approve expenditure of funds up to the amount of \$711,138.77 for hail damage roof repairs at the Ballpark and Development Complexes and related budget transfers. (Martin Hussey, Facilities Superintendent; Willy Elizondo, Risk & Safety Coordinator)

FISCAL IMPACT

This item was not included as a part of the FY2022 budget and requires a budget transfer of \$711,200. The expenditures will be wholly or partially offset by revenues received from an insurance claim filed with the Arizona Municipal Risk Retention Pool (AMRRP).

Western Affiliated Adjustment Company LLC provided an insurance claim budget of \$624,627.79 for hail damage repairs at the Ballpark and Development Complexes. This estimate may not have included required bonding under Title 34 in the amount of \$21,862 which brings the project cost to \$646,489.79. The city is also adding 10% contingency, bringing the total project cost to \$711,138.77. The city has received \$508,779.21 from the AMRRP for these repairs, with an additional payment of \$115,848.58 to be issued by AMRRP once the repairs are completed. The city is requesting that the full project cost, including required bonding be covered under the claim as well and may be reimbursed the full amount, but if not the difference will be made up from currently budgeted Risk Liability funds.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval. In 2019, a significant hail storm damaged the roofs on three (3) buildings at the Goodyear Ballpark (stadium, Reds Development Complex, and the Indians Development Complex). The city's Risk Department has insurance policies in place for weather events. The city's insurance provider has approved this claim.

STAFF ANALYSIS

This repair work can be scheduled to begin in late September and will take three months to complete. The goal is to have the work completed before players report for spring training. These repairs will stop the current roof leaks at these facilities, improve reliability of the roofs, and protect and extend the life expectancy of city assets.

ITEM #: 7.
DATE: 08/30/2021
AI #:455



CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPTANCE OF EASEMENTS FOR ESTRELLA PARCEL 9.28

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY

Acceptance of a Wastewater Line and Access Facilities Easement, two Public Utility and Sidewalk Easements, A Permanent Drainage Easement Agreement, and two Temporary Drainage Easement Agreements from NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company, which are required for the development of Estrella Parcel 9.28.

Recommendation

Accept the Wastewater Line and Access Facilities Easement, two Public Utility and Sidewalk Easements, a Permanent Drainage Easement Agreement, and two Temporary Drainage Easement Agreements from NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2022 or future years with the acceptance of these easements.

BACKGROUND AND PREVIOUS ACTIONS

The Preliminary Plat of Estrella Parcel 9.28 was approved by the City Council on September 28, 2020 and the Final Plat of Estrella Parcel 9.28 was approved under a separate action on August 23, 2021.

STAFF ANALYSIS

As part of the review of the Final Plat of Estrella Parcel 9.28 and the associated construction plans, it has been determined that the landowner must dedicate the six (6) offsite easements attached hereto. These easements are necessary for the construction of infrastructure required for the development of this project.

Attachments

Wastewater and Access Easement

Utility Easement 8-FT

Utility Easement 10-FT

Permanent Drainage Easement

Temporary Drainage (9.28 & 9.29)

Temporary Drainage (9.27 & 9.28)

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-164

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT

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-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company** (“GRANTOR”) does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, and its successors and assigns, (collectively “GRANTEE”) a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit “A” attached hereto and incorporated herein (the “Easement Area”) for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Area and constructing, operating, maintaining, inspecting, modifying, repairing, removing and/or replacing: underground wastewater/sewer lines, appurtenances to such wastewater/sewer lines, and access facilities that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines (collectively “GRANTEE’S Wastewater Line and Access Facilities”) within, on, across, over, and under the Easement Area.

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.

Other than GRANTEE’S Wastewater Line and Access Facilities GRANTOR constructs as a Permittee of GRANTEE, GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Area except as may be needed for other underground utility lines to cross the Easement Area and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Area. GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE’S rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE’S Wastewater Line and Access Facilities constructed within the Easement Area, and do not interfere with GRANTEE’S access to GRANTEE’S Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 24th day of June, 2021.

GRANTOR:
NNP III-ESTRELLA MOUNTAIN RANCH, LLC,
a Delaware limited liability company

By: [Signature]
William M. Olson, Senior Vice President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Wastewater Line and Access Facilities Easement) was acknowledged before me this day of June 24, 2021 by William M. Olson, as Senior Vice President of NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company.



[Signature]
Notary Public

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By: _____

Its: _____

State of Arizona)

)ss.

County of Maricopa)

The foregoing instrument (Wastewater Line and Access Facilities Easement) was acknowledged before me this ____ day of _____, 20____ by _____, as of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**EXHIBIT A
LEGAL DESCRIPTION
SEWER EASEMENT (SE)**

A PORTION OF LAND LYING WITHIN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST;

THENCE LEAVING SAID SOUTHEAST CORNER SOUTH 76°30'12" WEST, 1623.10 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 79°57'05" WEST, 70.51 FEET;

THENCE SOUTH 79°55'27" WEST, 7.07 FEET;

THENCE NORTH 36°28'03" EAST, 7.34 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 27°37'30" EAST, 118.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 8°50'32", AND AN ARC LENGTH OF 18.21 FEET;

THENCE SOUTH 36°28'03" WEST, 6.11 FEET;

THENCE SOUTH 79°55'27" WEST, 2.71 FEET;

THENCE SOUTH 36°28'03" WEST, 18.96 FEET;

THENCE SOUTH 79°55'27" WEST, 253.12 FEET;

THENCE NORTH 85°41'06" WEST, 18.54 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 56°35'24" WEST, 88.00 FEET;

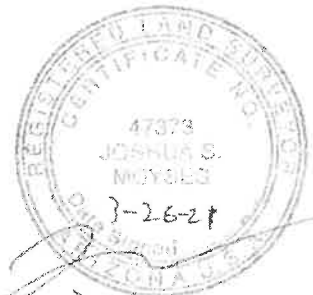
THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE 16°25'41", AND AN ARC LENGTH OF 25.23 FEET;

THENCE SOUTH 85°41'06" EAST, 36.31 FEET;

THENCE NORTH 79°55'27" EAST, 291.78 FEET;

THENCE NORTH 79°57'05" EAST, 70.52 FEET;

THENCE NORTH 10°04'33" WEST, 20.00 FEET, TO THE **POINT OF BEGINNING**.



Exp. 3-31-23

FD GLO BRASS CAP BEING
THE S1/4 COR OF SEC.
27 T.1S., R.2W., PER
G.&S.R.B.&M.



S88°51'31"W 2731.34'

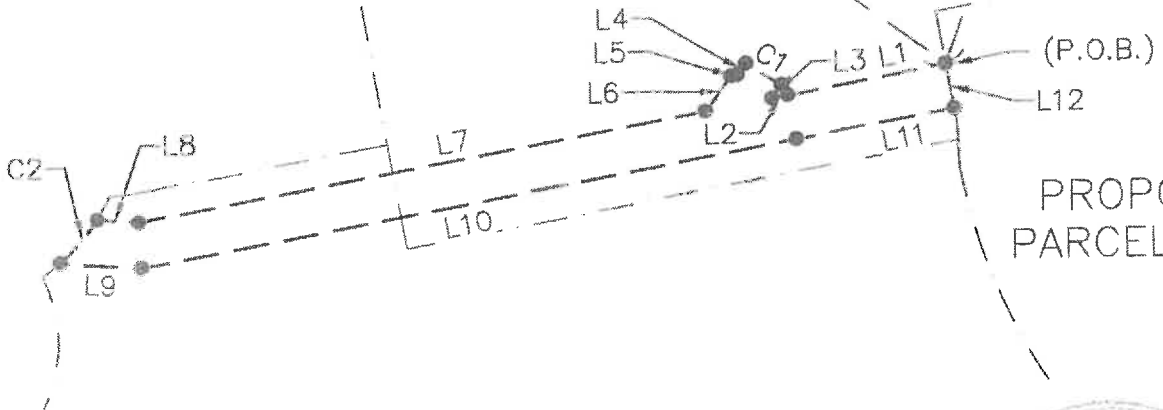
FD GLO BRASS CAP BEING
THE SE COR OF SEC. 27
T.1S., R.2W., PER
G.&S.R.B.&M.
(P.O.C.)

S74°16'45"E 1197.31' (TIE)

PARCEL 9.30
BOOK 1554, PAGE 18
M.C.R.

PROPOSED
PARCEL 9.29

S76°30'12"W 1623.10' (TIE)



LEGEND

P.O.C.
P.O.B.
M.C.R.
G.&S.R.B.&M.

POINT OF COMMENCEMENT
POINT OF BEGINNING
MARICOPA COUNTY RECORDER
GILA AND SALT RIVER BASE AND MERIDIAN
PROPOSED PARCEL
SECTION LINE
EASEMENT LINE



SEWER EASEMENT
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	03/26/21
PAGE	2 OF 3

LINE TABLE		
LINE #	LENGTH	BEARING
L1	70.51	S79°57'05"W
L2	7.07	S79°55'27"W
L3	7.34	N36°28'03"E
L4	6.11	S36°28'03"W
L5	2.71	S79°55'27"W
L6	18.96	S36°28'03"W
L7	253.12	S79°55'27"W
L8	18.54	N85°41'06"W
L9	36.31	S85°41'06"E
L10	291.78	N79°55'27"E
L11	70.52	N79°57'05"E
L12	20.00	N10°04'33"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	18.21	118.00	8°50'32"	S57°57'14"E	18.19
C2	25.23	88.00	16°25'41"	S41°37'26"W	25.15



Exp. 3-31-23

SEWER EASEMENT
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	03/26/21
PAGE	3 OF 3

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**PUBLIC UTILITY AND SIDEWALK EASEMENT
(8' Easement)**

GRANTOR:

**NNP III-ESTRELLA MOUNTAIN
RANCH, LLC, a Delaware limited liability
company**

GRANTEE:

**CITY OF GOODYEAR, an Arizona
Municipal Corporation and its successors
and assigns**

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-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company**, (“GRANTOR”) does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively “GRANTEE”), a permanent easement (the “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 all public utility facilities by GRANTEE and its permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its permittees; and (iii) travel by the public over installed sidewalks.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its permittees for the purposes specified above. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of 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 and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by Grantor.

GRANTOR and its respective successors and assigns, hereby waives and releases GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores GRANTOR's property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

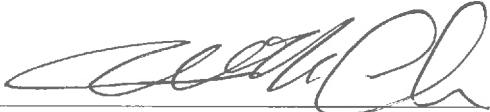
This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this 30th day of April, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

NNP III-ESTRELLA MOUNTAIN RANCH, 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 and Sidewalk Easement) was acknowledged before me this 30th day of April, 2021 by William M. Olson, as Senior Vice President of NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company.




Notary Public
My Commission Expires : 7/14/22

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, this _____ day of _____, 20____.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of the **CITY OF GOODYEAR, an Arizona municipal corporation**, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**EXHIBIT A
LEGAL DESCRIPTION
8-FOOT PUBLIC UTILITY EASEMENT (PUE)**

AREA #1

A PORTION OF LAND LYING WITHIN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE LEAVING SAID SOUTHEAST CORNER SOUTH 77°38'45" WEST, A DISTANCE OF 1621.53 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 191.60 FEET;

THENCE NORTH 34°55'27" EAST, A DISTANCE OF 19.31 FEET;

THENCE SOUTH 55°04'33" EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 22.63 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 194.91 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 8.00 FEET, TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,713 SQUARE FEET (0.04) ACRES MORE OR LESS.

AREA #2

A PORTION OF LAND LYING WITHIN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE LEAVING SAID SOUTHEAST CORNER SOUTH 77°51'54" WEST, A DISTANCE OF 1376.97 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 59°21'48" EAST, A DISTANCE OF 20.22 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 19°11'20" WEST, A DISTANCE OF 217.00 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 19°46'18", AND AN ARC LENGTH OF 74.88 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 9.09 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS BEARS NORTH 37°50'33" WEST, A DISTANCE OF 225.00 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 19°36'24", AND AN ARC LENGTH OF 76.99 FEET;

THENCE NORTH 59°21'48" WEST, A DISTANCE OF 23.90 FEET;

THENCE NORTH 30°38'12" EAST, A DISTANCE OF 8.00 FEET;

PARCEL CONTAINS 783 SQUARE FEET (0.02) ACRES MORE OR LESS.

AREA #3

A PORTION OF LAND LYING WITHIN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE LEAVING SAID SOUTHEAST CORNER NORTH 57°43'24" WEST, A DISTANCE OF 731.06 FEET, TO THE **POINT OF BEGINNING**;

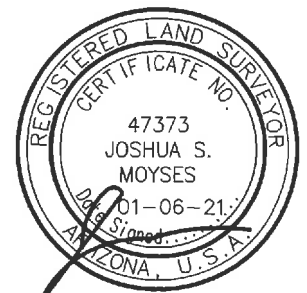
THENCE SOUTH 38°04'38" EAST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 53.00 FEET;

THENCE NORTH 38°04'34" WEST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 51°55'26" WEST, A DISTANCE OF 53.00 FEET, TO THE **POINT OF BEGINNING**.

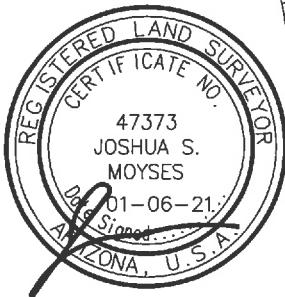
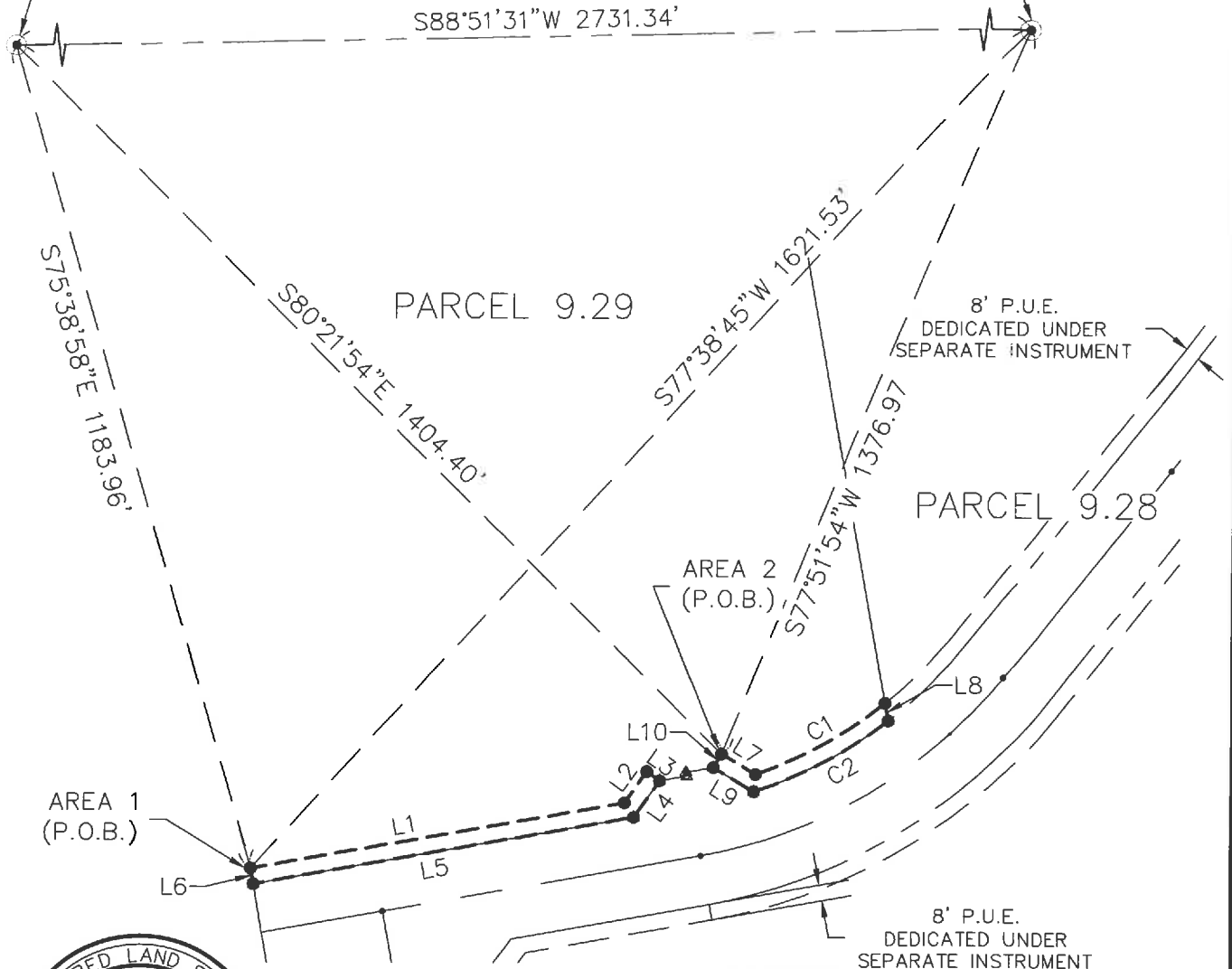
PARCEL CONTAINS 424 SQUARE FEET (0.01) ACRES MORE OR LESS.



EXPIRES 03/31/23

FD GLO BRASS CAP BEING
THE S1/4 COR OF SEC.
27 T.1S., R.2W., PER
G.&S.R.B.&M.

FD GLO BRASS CAP BEING
THE SE COR OF SEC. 27
T.1S., R.2W., PER
G.&S.R.B.&M.
(P.O.C.) AREA 1, 2, & 3



EXPIRES 03/31/23

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- G.&S.R.B.&M. GILA AND SALT RIVER
BASE AND MERIDIAN
- — — — — ADJACENT PARCEL
- — — — — SECTION LINE
- - - - - EASEMENT LINE

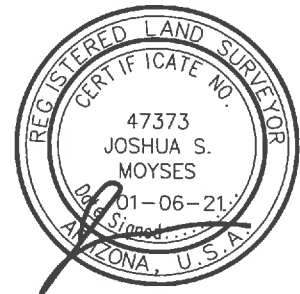
**PUBLIC UTILITY
EASEMENT
EXHIBIT B**



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
PAGE	3 OF 5

LINE TABLE		
LINE #	LENGTH	BEARING
L1	191.60	N79°55'27"E
L2	19.31	N34°55'27"E
L3	8.00	S55°04'33"E
L4	22.63	S34°55'27"W
L5	194.91	S79°55'27"W
L6	8.00	N10°04'33"W
L7	20.22	S59°21'48"E
L8	9.09	S10°04'33"E
L9	23.90	N59°21'48"W
L10	8.00	N30°38'12"E
L11	8.00	S38°04'38"E
L12	53.00	N51°55'26"E
L13	8.00	N38°04'34"W
L14	53.00	S51°55'26"W



EXPIRES 03/31/23

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	74.88	217.00	19°46'18"	N60°55'31"E	74.51
C2	76.99	225.00	19°36'24"	S61°57'39"W	76.62

PUBLIC UTILITY
EASEMENT
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
PAGE	5 OF 5

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**PUBLIC UTILITY AND SIDEWALK EASEMENT
(10' Easement)**

GRANTOR:

**NNP III-ESTRELLA MOUNTAIN
RANCH, LLC, a Delaware limited liability
company**

GRANTEE:

**CITY OF GOODYEAR, an Arizona
Municipal Corporation and its successors
and assigns**

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-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company**, (“GRANTOR”) does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, its successors, assigns (collectively “GRANTEE”), a permanent easement (the “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 all public utility facilities by GRANTEE and its permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by GRANTEE and its permittees; and (iii) travel by the public over installed sidewalks.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

GRANTOR reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by GRANTEE and its permittees for the purposes specified above. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of 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 and Sidewalk Easement except to the extent of any warranty required by Grantee as to any such facilities installed by Grantor.

GRANTOR and its respective successors and assigns, hereby waives and releases GRANTEE from any and all liability for damage to GRANTOR'S property resulting from the exercise of the rights granted herein provided that GRANTEE repairs such damage and restores GRANTOR's property to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this ^{30th} day of April, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

NNP III-ESTRELLA MOUNTAIN RANCH, 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 and Sidewalk Easement) was acknowledged before me this 30th day of April, 2021 by William M. Olson, as Senior Vice President of NNP III-ESTRELLA MOUNTAIN RANCH, LLC, a Delaware limited liability company.




Notary Public
My Commission Expires: 7/14/22

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, this ____ day of _____, 20____.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this ____ day of _____, 20____ by _____, as _____ of the **CITY OF GOODYEAR, an Arizona municipal corporation**, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**EXHIBIT A
LEGAL DESCRIPTION
10' PUBLIC UTILITY EASEMENT (PUE)**

A PORTION OF LAND LYING WITHIN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE LEAVING SAID SOUTHEAST CORNER NORTH 63°35'52" WEST, A DISTANCE OF 542.62 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 82°33'42" WEST, A DISTANCE OF 47.09 FEET;

THENCE NORTH 38°04'35" WEST, A DISTANCE OF 87.19 FEET;

THENCE NORTH 6°55'26" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 1.00 FEET;

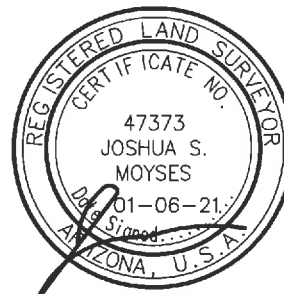
THENCE SOUTH 38°04'34" EAST, A DISTANCE OF 14.14 FEET;

THENCE SOUTH 6°55'26" WEST, A DISTANCE OF 15.56 FEET;

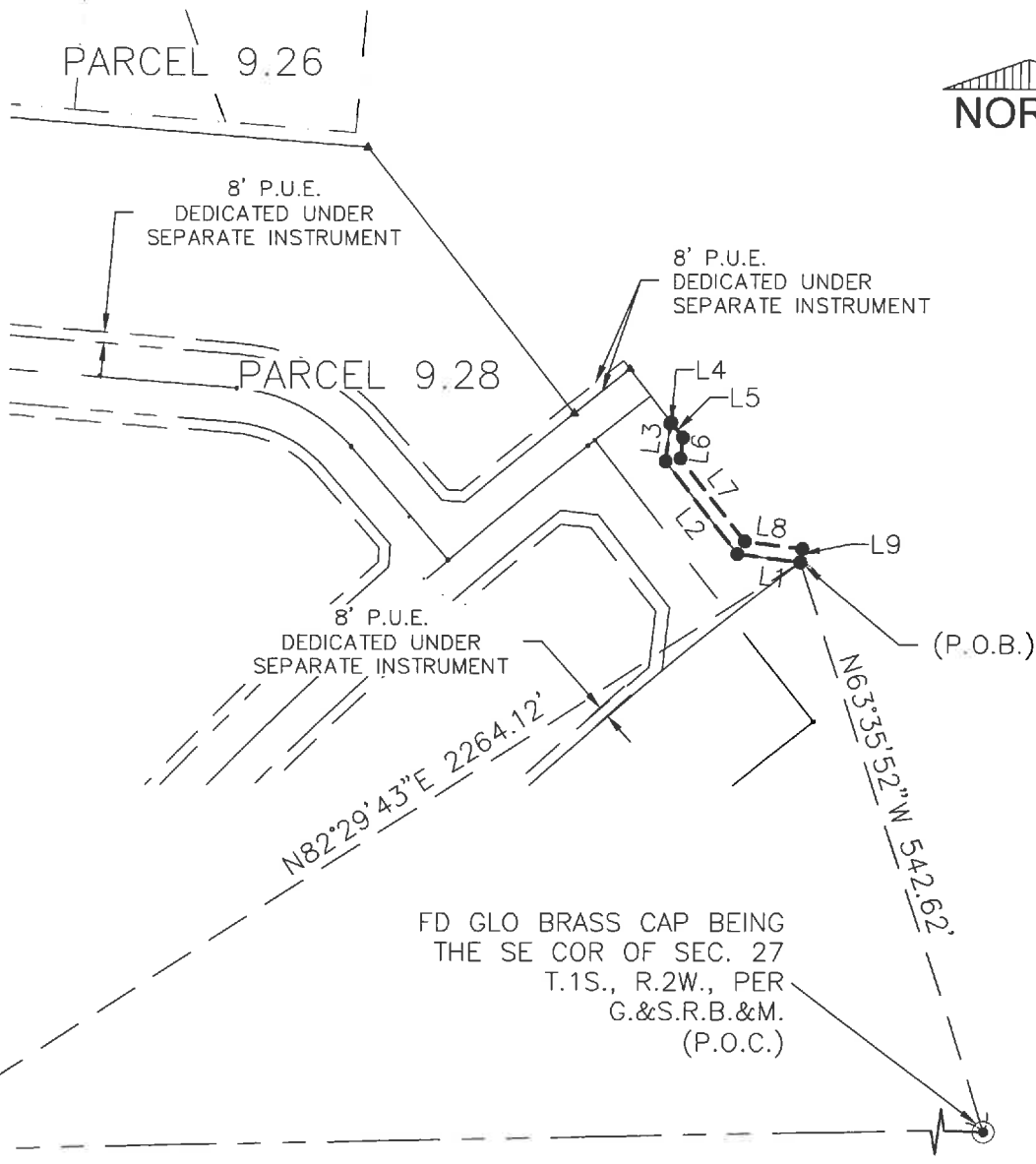
THENCE SOUTH 38°04'35" EAST, A DISTANCE OF 77.96 FEET;

THENCE SOUTH 82°33'42" EAST, A DISTANCE OF 43.00 FEET;

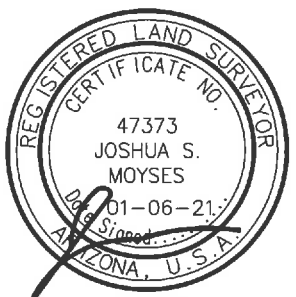
THENCE SOUTH 7°26'18" WEST, A DISTANCE OF 10.00 FEET, TO THE **POINT OF BEGINNING**.



EXPIRES 03/31/23



FD GLO BRASS CAP BEING THE S1/4 COR OF SEC. 27 T.1S., R.2W., PER G.&S.R.B.&M.



EXPIRES 03/31/23

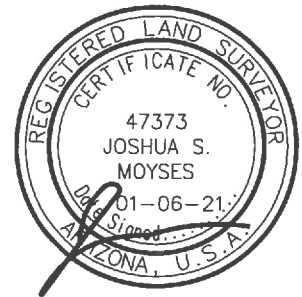
LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- G.&S.R.B.&M. GILA AND SALT RIVER BASE AND MERIDIAN
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT LINE

<p>10' PUBLIC UTILITY EASEMENT EXHIBIT B</p>		<p>STRATEGIC SURVEYING, LLC 1102 W. SOUTHERN AVE. SUITE 4 TEMPE, AZ 85282 PHONE: (480) 272-7634</p>	DRAWN	AV
			CHECKED	JSM
			SCALE	N.T.S.
			DATE	01/06/21
			PAGE	2 OF 3

LINE TABLE

LINE #	LENGTH	BEARING
L1	47.09	N82°33'42"W
L2	87.19	N38°04'35"W
L3	28.28	N6°55'26"E
L4	1.00	N51°55'26"E
L5	14.14	S38°04'34"E
L6	15.56	S6°55'26"W
L7	77.96	S38°04'35"E
L8	43.00	S82°33'42"E
L9	10.00	S7°26'18"W



EXPIRES 03/31/23

**10' PUBLIC UTILITY
EASEMENT
EXHIBIT B**



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
PAGE	3 OF 3

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) (2)

**PERMANENT DRAINAGE EASEMENT AGREEMENT
(EMR 9.28 & 9.29)**

This Permanent Drainage Easement Agreement (EMR 9.28 & 9.29) is entered into as of _____, 2021, by and between NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company (“EMR”) and the City of Goodyear, an Arizona municipal corporation (“City”).

RECITALS

A. EMR, is the owner of the real property described in Exhibit “A” attached hereto and incorporated herein by this reference and the real property described in Exhibit “B” attached hereto and incorporated herein by this reference (collectively the real property described in Exhibits A and B are referred to as the “Property”).

B. EMR is in the process of developing the Property and constructing improvements for Estrella Parcels 9.28 and 9.29.

C. Pursuant to requirements in the City of Goodyear’s Engineering Standards and Design Policies and Goodyear City Code, property owners are required to construct and maintain drainage improvements needed to manage storm water on their properties generated on-site and off-site, including storm water flows from adjacent roadways.

D. EMR, submitted or caused to be submitted plans titled Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822) identifying improvements to be constructed within the portion of the Property described in Exhibits “C” a copy of this is attached hereto and incorporated herein by this reference (the “Easement Area”) and is located within and south of Estrella Parcel 9.29 to manage storm water flows on-site and off-site from the Property and storm water flows from roadways adjacent to the Property.

E. The Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822) are on file with the City of Goodyear.

F. This Permanent Drainage Easement Agreement (EMR 9.28 & 9.29) is being entered into to provide for the continued use of the Easement Area for the receipt retention, conveyance, and disposal of storm water flows and for the construction, maintenance, repair and

replacement of drainage improvements that are to be constructed pursuant to the Approved Plans, as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EMR and the City agree as follows:

1. DEFINITIONS. Terms not defined elsewhere in this Permanent Drainage Easement Agreement (EMR 9.28 & 9.29) shall have the following meanings:

a. Agreement means this Permanent Drainage Easement Agreement (EMR 9.28 & 9.29) by and between NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation as may be amended in writing and executed by the Parties.

b. Approved Plans means the Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822), as approved by the City Engineer or his designee, a copy of which is on file with the City of Goodyear.

c. Estrella Parcels 9.28 & 9.29 Drainage Improvements means the improvements identified in the Approved Plans that are to be constructed within the Easement Area, including but not limited to, retention/detention areas, catch basins, scuppers, drainage pipes, headwalls and all other drainage facilities identified in the Approved Plans that, upon construction, will accept, convey and dispose of storm water flows identified in the Approved Plans.

d. Grantor means NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company.

e. Grantor's Maintenance Obligations means all of the obligations set forth in section 5.

f. Grantor's Successors and Assigns means all future owners of all or a part of the Property and Easement Area, except as provided herein. The owners of any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy or Certificate of Completion for a single-family residence has been issued shall not be considered a successor and/or assign under this Agreement. To the extent the City of Goodyear acquires any portion of the Property or Easement Area in fee, the City of Goodyear shall not be considered a successor and/or assign of the Property for purposes of this Agreement.

g. Parties means the City of Goodyear, an Arizona municipal corporation and NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability and their respective successors and assigns.

2. GRANT OF EASEMENT. NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company, as the fee owner of the Property and Easement Area grants and conveys to the City of Goodyear, an Arizona municipal corporation a permanent non-exclusive

easement on, over, across and under the Easement Area for the uses described in this Agreement and subject to the terms of this Agreement.

3. EASEMENT USES. The easement granted herein is granted for the following uses: (i) the receipt, acceptance, retention, diversion, conveyance and disposal of the storm water flows generated on and within the Property and storm water flows generated outside the boundaries of the Property, including from streets within and adjacent to the Property, as reflected in the Approved Plans; and (ii) for the entry upon, construction, installation, maintenance, repair, replacement and operation of the Estrella Parcels 9.28 & 9.29 Drainage Improvements by the City and its Permittees. The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges for the purposes herein described.

4. RESERVATION AND LIMITATIONS ON GRANTOR'S USE. Grantor hereby agrees that the Easement Area shall be reserved for the receipt, acceptance, retention, diversion, conveyance and disposal of storm water flows as described in Section 3 above and for the construction, installation, maintenance, repair, replacement and operation of Estrella Parcels 9.28 & 9.29 Drainage Improvements. Unless approved by the City Engineer or his/her designee in writing, no building, structure or other above ground improvements other than the Estrella Parcels 9.28 & 9.29 Drainage Improvements shall be constructed within the Easement Area, and no other improvements, including landscaping, shall be constructed within the Easement Area if such improvements would impede the flow of water over, under, or through the Easement Area or materially reduce the retention capacity of the Easement Area. Following the completion of Estrella Parcels 9.28 & 9.29 Drainage Improvements, Grantor shall not obstruct or alter any of the Estrella Parcels 9.28 & 9.29 Drainage Improvements without the City's prior written consent. Grantor further agrees to comply with Grantor's Maintenance Obligations set forth in section 5 below.

5. GRANTOR'S MAINTENANCE OBLIGATIONS. Grantor shall be responsible for the installation, maintenance, repair and replacement of all Estrella Parcels 9.28 & 9.29 Drainage Improvements, including keeping underground pipes free of all obstructions and debris. Grantor shall maintain the Estrella Parcels 9.28 & 9.29 Drainage Improvements in good condition and in accordance with the Approved Plans. Grantor shall maintain, inspect, repair and replace the Estrella Parcels 9.28 & 9.29 Drainage Improvements as necessary to: maintain their storm-water carrying and storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in the Estrella Parcels 9.28 & 9.29 Drainage Improvements, including in underground pipes.

6. CITY'S MAINTENANCE RIGHTS. The City is not obligated to perform any of Grantor's Maintenance Obligations, but, if in the opinion of the City Engineer, the City's Director of Public Works, and/or their respective designees, Grantor has failed to adequately perform any or all of Grantor's Maintenance Obligations, the City may undertake all or part of Grantor's Maintenance Obligations at Grantor's expense. If the City undertakes all or part of Grantor's Maintenance Obligations, Grantor shall reimburse the City for the costs the City incurred in doing so within thirty days of Grantor's receipt of an invoice from the City. Grantor shall indemnify, defend and hold the City harmless against Grantor's failure to perform Grantor's Maintenance Obligations under this Agreement.

7. **INDEMNIFICATION.** Grantor shall, to the fullest extent permitted by law, indemnify, defend, save, and hold harmless the City of Goodyear and its elected officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation hereinafter referred to as "Claims") for bodily injury, personal injury (including death), and loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by Grantor's failure to perform Grantor's Maintenance Obligations and by the negligent or willful acts or omissions of Grantor and its owners, officers, directors, agents, employees, agents, representatives, contractors or subcontractors in the construction of the Estrella Parcels 9.28 & 9.98 Drainage Improvements and the performance of Grantor's Maintenance Obligations. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Grantor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnites, be indemnified by Grantor from and against any and all claims. It is agreed that Grantor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Grantor agrees, to the fullest extent permitted by law, to waive all rights of subrogation against the Indemnites for Claims subject to indemnification hereunder.

8. **EASEMENT EFFECTIVE DATE.** The easement granted herein shall commence on the date this Agreement is recorded in the official records of Maricopa County, Arizona.

9. **COVENANT RUNS WITH THE LAND.** This Agreement constitutes a covenant that runs with land for the benefit of the City and its successors and assigns and is binding upon Grantor and Grantor's Successors and Assigns.

IN WITNESS WHEREOF, each of the Parties has caused this instrument to be executed in the manner appropriate for each.

Signatures, Acknowledgements and Exhibits on Following Pages

City of Goodyear,
an Arizona municipal corporation

By: _____ Date: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing Permanent Drainage Easement Agreement (EMR 9.28 & 9.2) was acknowledged before me this __ day of _____, 20__ by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said City of Goodyear.

Notary Seal:

Notary Public

Exhibits on Following Pages

Exhibit "A"

Legal Description of Grantor's Property (EMR 9.28)

LEGAL DESCRIPTION

PARCEL 9.28

A PORTION OF LAND LYING WITHIN SECTIONS 27 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, SOUTH 88°51'31" WEST, A DISTANCE OF 783.16 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS, ALSO BEING THE **POINT OF BEGINNING**, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 45°02'11" EAST, IS 2,700.00 FEET;

THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 8°20'23", AND A LENGTH OF 392.99 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 82°33'42" WEST, A DISTANCE OF 47.09 FEET;

THENCE NORTH 38°04'35" WEST, A DISTANCE OF 87.19 FEET;

THENCE NORTH 6°55'26" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 1.00 FEET;

THENCE NORTH 38°04'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 51°55'26" WEST, A DISTANCE OF 53.00 FEET;

NORTH 38°04'38" WEST, A DISTANCE OF 249.28 FEET, TO THE SOUTHEASTERLY MOST BOUNDARY CORNER, PER FINAL PLAT, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.26, RECORDED IN BOOK 1053, PAGE 49, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 85°21'42" WEST, A DISTANCE OF 581.65 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 71°48'28" WEST, A DISTANCE OF 452.63 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 32°49'54" WEST, A DISTANCE OF 157.09 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 182ND DRIVE, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 1059, PAGE 15, MARICOPA COUNTY RECORDS, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 67°10'59" WEST, IS 820.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 13°42'59", AND LENGTH OF 196.30 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 36°32'00" WEST, A DISTANCE OF 442.74 FEET, TO THE NORTHERN MOST BOUNDARY CORNER OF ESTRELLA PARCEL 9.30 AS RECORDED IN BOOK 1554, PAGE 18, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF 182ND DRIVE, SOUTH 53°28'00" EAST, A DISTANCE OF 192.00 FEET;

THENCE NORTH 36°32'00" EAST, A DISTANCE OF 93.04 FEET;

THENCE NORTH 52°18'42" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 36°32'00" EAST, A DISTANCE OF 23.88 FEET;

THENCE NORTH 81°28'58" EAST, A DISTANCE OF 11.32 FEET;

THENCE NORTH 35°39'10" EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 35°39'10" EAST, 225.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 0°07'01", AND AN ARC LENGTH OF 0.46 FEET;

THENCE NORTH 35°32'09" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 8°31'26" WEST, A DISTANCE OF 11.30 FEET;

THENCE NORTH 36°32'0" EAST, A DISTANCE OF 59.30 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 53°42'41" EAST, A DISTANCE OF 292.99 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 18°35'14", AND A LENGTH 95.05 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE EASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.66 FEET;

THENCE SOUTH 44°10'36" EAST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 2°18'35", AND A LENGTH OF 6.37 FEET;

THENCE SOUTH 1°16'03" WEST, A DISTANCE OF 13.42 FEET;

THENCE SOUTH 39°34'01" EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 39°34'01" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 5°01'37", AND A LENGTH OF 8.77 FEET;

THENCE SOUTH 44°35'38" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 78°47'23" EAST, A DISTANCE OF 11.92 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 27°09'55" EAST, A DISTANCE OF 158.00 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 37°14'28", AND A LENGTH OF 102.70 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 89.93 FEET;
THENCE SOUTH 55°04'33" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 28.00 FEET;
THENCE NORTH 34°55'27" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 83.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 272.91 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;
THENCE SOUTH 11°43'32" WEST, A DISTANCE OF 5.39 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 33.16 FEET;
THENCE SOUTH 31°52'38" EAST, A DISTANCE OF 5.39 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 289.23 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 37°50'33" WEST, A DISTANCE OF 225.00 FEET;
THENCE WESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 19°36'24", AND A LENGTH OF 76.99 FEET;
THENCE NORTH 59°21'48" WEST, A DISTANCE OF 23.90 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 1.87 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;
THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 22.63 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 194.91 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 49.66 FEET;
THENCE SOUTH 3°11'34" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 2°41'28" EAST, A DISTANCE OF 12.56 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79°17'39" EAST, A DISTANCE OF 264.64 FEET;
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 47°08'32", AND A LENGTH OF 217.75 FEET;
THENCE SOUTH 57°50'53" EAST, A DISTANCE OF 189.22 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 32°11'21" EAST, A DISTANCE OF 254.67 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 2700.00 FEET;
THENCE NORTHEASTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 12°46'27", AND A LENGTH OF 601.97 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 899,755 SQUARE FEET OR (20.66) ACRES, MORE OR LESS.

Exhibit "B"

Legal Description of Grantor's Property (EMR 9.29)

EXHIBIT B
LEGAL DESCRIPTION

PARCEL 9.29 WHICH IS LOCATED IN SECTION 27 AND 34 TOWNSHIP 1 SOUTH, RANGE 2 WEST PER THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF GOODYEAR, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT, A GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SAID SECTION 27, WHOSE SOUTH ONE-QUARTER CORNER BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 27 SOUTH 88°51'31" WEST, A DISTANCE OF 1,306.15 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTH SECTION LINE NORTH 10°04'33" WEST, A DISTANCE OF 38.88 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

THENCE NORTH 31°52'38" WEST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 33.16 FEET;

THENCE NORTH 11°43'32" EAST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 272.91 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 28.00 FEET;

THENCE NORTH 55°04'33" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 89.93 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL IS 37°14'28", AND A LENGTH OF 102.70 FEET;

THENCE SOUTH 78°47'23" WEST, A DISTANCE OF 11.92 FEET;

THENCE NORTH 44°35'38" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 44°35'38" WEST, 100.00 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 5°01'37", AND AN ARC LENGTH OF 8.77 FEET;

THENCE NORTH 39°34'01" WEST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 1°16'03" EAST, A DISTANCE OF 13.42 FEET, TO THE BEGINNING OF A NONTANGENT CURVE WHOSE RADIUS BEARS NORTH 43°30'49" EAST, 158.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 2°18'35", AND AN ARC LENGTH OF 6.37 FEET;

THENCE NORTH 44°10'36" WEST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.64 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 292.99 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 18°35'12", AND A LENGTH 95.05 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 59.30 FEET;

THENCE SOUTH 8°31'26" EAST, A DISTANCE OF 11.30 FEET;

THENCE SOUTH 35°32'09" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NONTANGENT CURVE WHOSE RADIUS BEARS NORTH 35°32'09" EAST, 225.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 0°07'01", AND AN ARC LENGTH OF 0.46 FEET;

THENCE SOUTH 35°39'10" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 81°28'58" WEST, A DISTANCE OF 11.32 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 23.88 FEET;

THENCE SOUTH 52°18'42" EAST, A DISTANCE OF 155.11 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 674.95 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 245.70 FEET;

THENCE NORTH 3°11'34" WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 49.66 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 194.91 FEET;

THENCE NORTH 34°55'27" EAST, A DISTANCE OF 22.63 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 1.87 FEET;

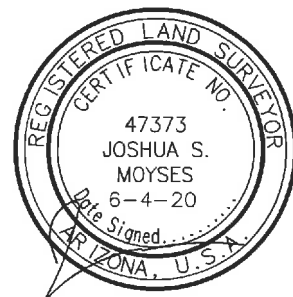
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 59°21'48" EAST, A DISTANCE OF 23.90 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 18°14'09" WEST, A DISTANCE OF 225.00 FEET;

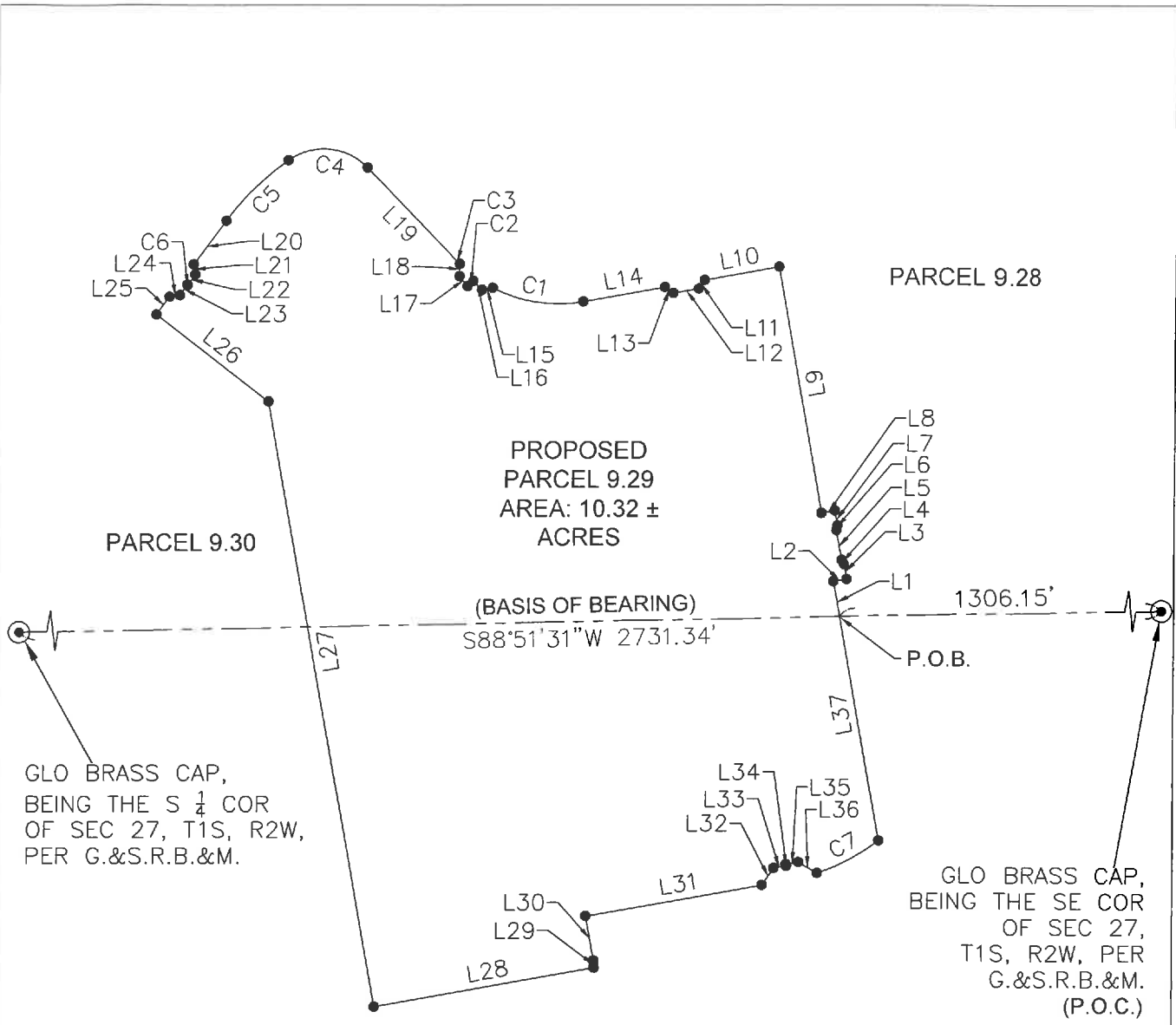
THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 19°36'24", AND A LENGTH OF 76.99 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 250.35 FEET, TO THE **POINT OF BEGINNING**.

SAID AREA CONTAINS 449,587 SQUARE FEET OR 10.32 ACRES, MORE OR LESS.



EXPIRES 03/31/23

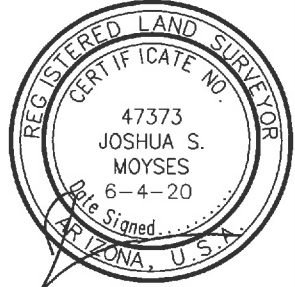
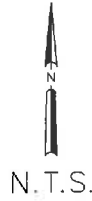


GLO BRASS CAP,
BEING THE S ¼ COR
OF SEC 27, T1S, R2W,
PER G.&S.R.B.&M.

GLO BRASS CAP,
BEING THE SE COR
OF SEC 27,
T1S, R2W, PER
G.&S.R.B.&M.
(P.O.C.)

LEGEND

- (P.O.C.) POINT OF COMMENCEMENT
- (P.O.B.) POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- G.&S.R.B.&M. GILA & SALT RIVER BASE AND MERIDIAN
- PARCEL LINE
- - - - - SECTION LINE



EXPIRES 03/31/23

PARCEL 9.29 EXHIBIT B		STRATEGIC SURVEYING, LLC 1102 W. SOUTHERN AVE., STE 4 TEMPE, AZ 85282 PHONE: (480) 272-7634	DRAWN	AV
			CHECKED	JSM
			SCALE	NTS
			DATE	6/4/20
			PAGE	4 OF 5

LINE TABLE		
LINE #	LENGTH	BEARING
L1	38.88	N10°04'33"W
L2	15.00	N79°55'27"E
L3	16.50	N10°04'33"W
L4	5.39	N31°52'38"W
L5	33.16	N10°04'33"W
L6	5.39	N11°43'32"E
L7	16.50	N10°04'33"W
L8	15.00	S79°55'27"W
L9	272.91	N10°04'33"W
L10	83.00	S79°55'27"W
L11	11.31	S34°55'27"W
L12	28.00	S79°55'27"W
L13	11.31	N55°04'33"W
L14	89.93	S79°55'27"W
L15	11.92	S78°47'23"W
L16	14.00	N44°35'38"W
L17	14.00	N39°34'01"W
L18	13.42	N1°16'03"E
L19	140.31	N44°10'36"W

LINE TABLE		
LINE #	LENGTH	BEARING
L20	59.30	S36°32'00"W
L21	11.30	S8°31'26"E
L22	14.00	S35°32'09"W
L23	14.00	S35°39'10"W
L24	11.32	S81°28'58"W
L25	23.88	S36°32'00"W
L26	155.11	S52°18'42"E
L27	674.95	S10°04'33"E
L28	245.70	N79°55'27"E
L29	8.00	N3°11'34"W
L30	49.66	N10°04'33"W
L31	194.91	N79°55'27"E
L32	22.63	N34°55'27"E
L33	14.00	N79°55'27"E
L34	1.87	N10°04'33"W
L35	14.00	N79°55'27"E
L36	23.90	S59°21'48"E
L37	250.35	N10°04'33"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	102.70	158.00	37°14'28"	N81°27'19"W	100.90
C2	8.77	100.00	5°01'37"	S47°55'11"W	8.77
C3	6.37	158.00	2°18'35"	N45°19'53"W	6.37
C4	94.66	67.00	80°56'52"	N84°39'02"W	86.98
C5	95.05	292.99	18°35'12"	S45°34'56"W	94.63
C6	0.46	225.00	0°07'01"	N54°24'21"W	0.46
C7	76.99	225.00	19°36'24"	N61°57'39"E	76.62



PARCEL 9.29 EXHIBIT B		STRATEGIC SURVEYING, LLC 1102 W. SOUTHERN AVE., STE 4 TEMPE, AZ 85282 PHONE: (480) 272-7634	DRAWN	AV
			CHECKED	JSM
			SCALE	NTS
			DATE	6/4/20
			PAGE	5 OF 5

EXHIBIT "C"

Legal Description of Easement Area

EXHIBIT C (Part 1)
LEGAL DESCRIPTION
DRAINAGE EASEMENT

A PORTION OF LAND LAYING IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 27, FROM WHICH THE SOUTHEAST CORNER OF SECTION 27 BEARS NORTH 88°51'31" EAST;

THENCE SOUTH 73°39'58" EAST, 1203.60 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 10°04'33" EAST, 11.91 FEET;

THENCE SOUTH 3°11'34" EAST, 8.00 FEET;

THENCE SOUTH 2°41'28" EAST, 12.56 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79°17'39" EAST, 264.64 FEET;

THENCE SOUTHERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 47°08'32", AND AN ARC LENGTH OF 217.75 FEET;

THENCE SOUTH 57°50'53" EAST, 181.22 FEET

THENCE SOUTH 32°11'21" WEST, 283.55 FEET;

THENCE NORTH 57°48'39" WEST, 20.00 FEET;

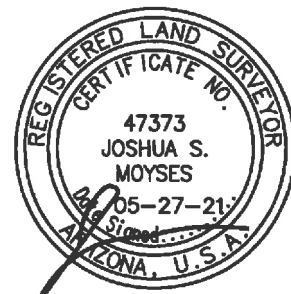
THENCE NORTH 32°11'21" EAST, 277.43 FEET;

THENCE NORTH 57°48'55" WEST, 238.51 FEET;

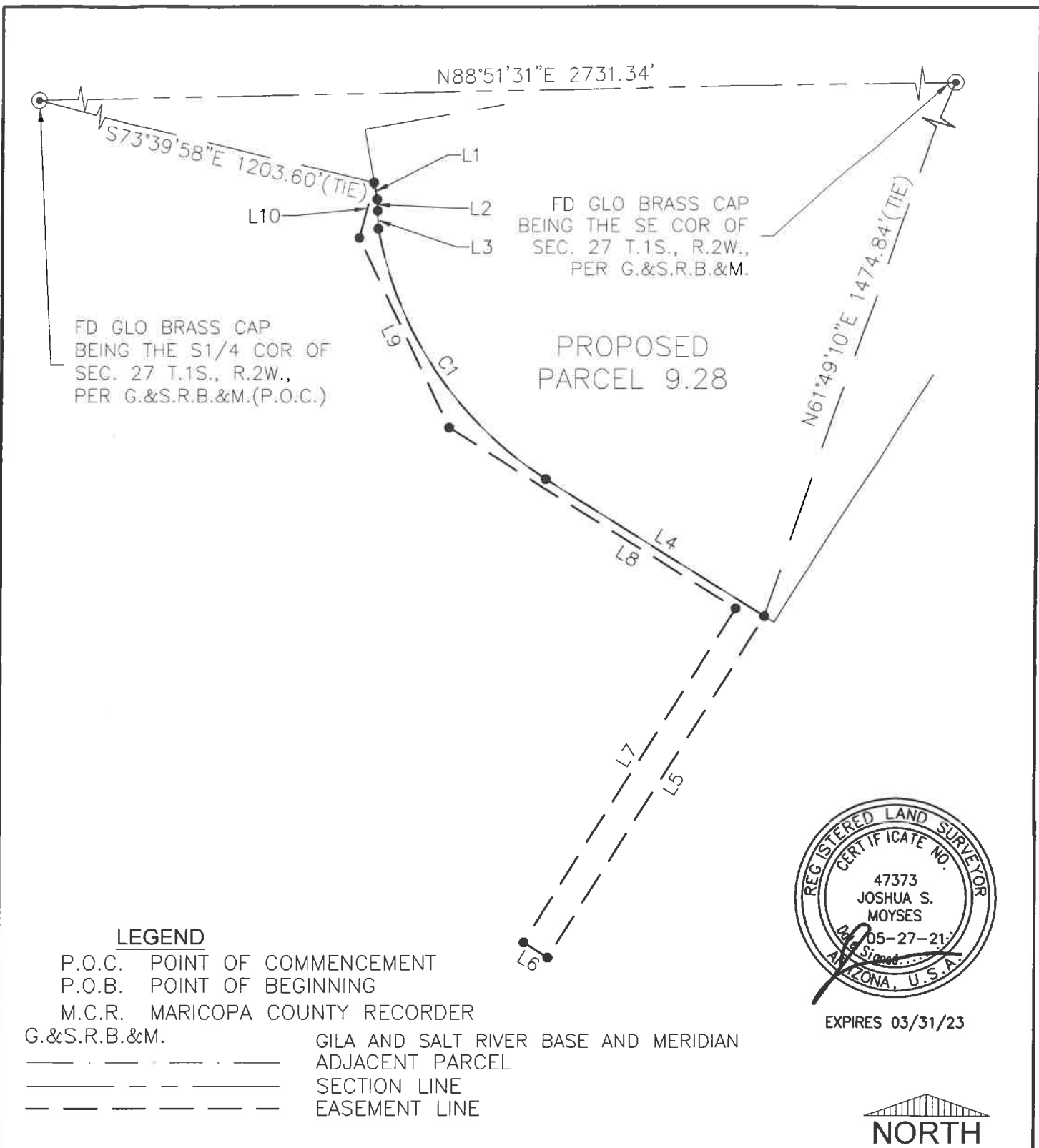
THENCE NORTH 25°47'09" WEST, 147.03 FEET;

THENCE NORTH 14°50'09" EAST, 40.03 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 8,920 SQUARE FEET OR, 0.20 ACRES.



EXPIRES 03/31/23



**DRAINAGE
 EASEMENT
 EXHIBIT**



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	5/27/21
PAGE	2 OF 3

LINE TABLE		
LINE #	LENGTH	BEARING
L1	11.91	S10°04'33"E
L2	8.00	S3°11'34"E
L3	12.56	S2°41'28"E
L4	181.22	S57°50'53"E
L5	283.55	S32°11'21"W
L6	20.00	N57°48'39"W
L7	277.43	N32°11'21"E
L8	238.51	N57°48'55"W
L9	147.03	N25°47'09"W
L10	40.03	N14°50'09"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	217.75	264.64	47°08'32"	S34°16'37"E	211.66



EXPIRES 03/31/23

DRAINAGE
EASEMENT
EXHIBIT



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	5/27/21
PAGE	3 OF 3

EXHIBIT C (Part 2)
LEGAL DESCRIPTION
DRAINAGE EASEMENT (DE)

A PORTION OF LAND LYING WITHIN SECTION 27 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE LEAVING SAID SOUTHEAST CORNER SOUTH 88°51'31" WEST, 1576.90 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 10°04'40" EAST, 294.95 FEET;

THENCE SOUTH 14°50'55" WEST, 25.76 FEET;

THENCE SOUTH 79°55'27" WEST, 33.08 FEET;

THENCE NORTH 14°50'55" EAST, 33.07 FEET;

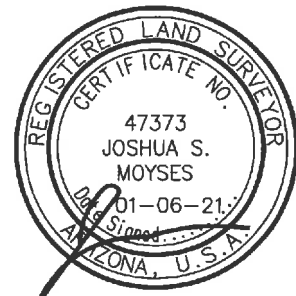
THENCE NORTH 10°04'40" WEST, 643.38 FEET;

THENCE NORTH 13°11'39" EAST, 19.33 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 19°00'29" EAST, 150.00 FEET;

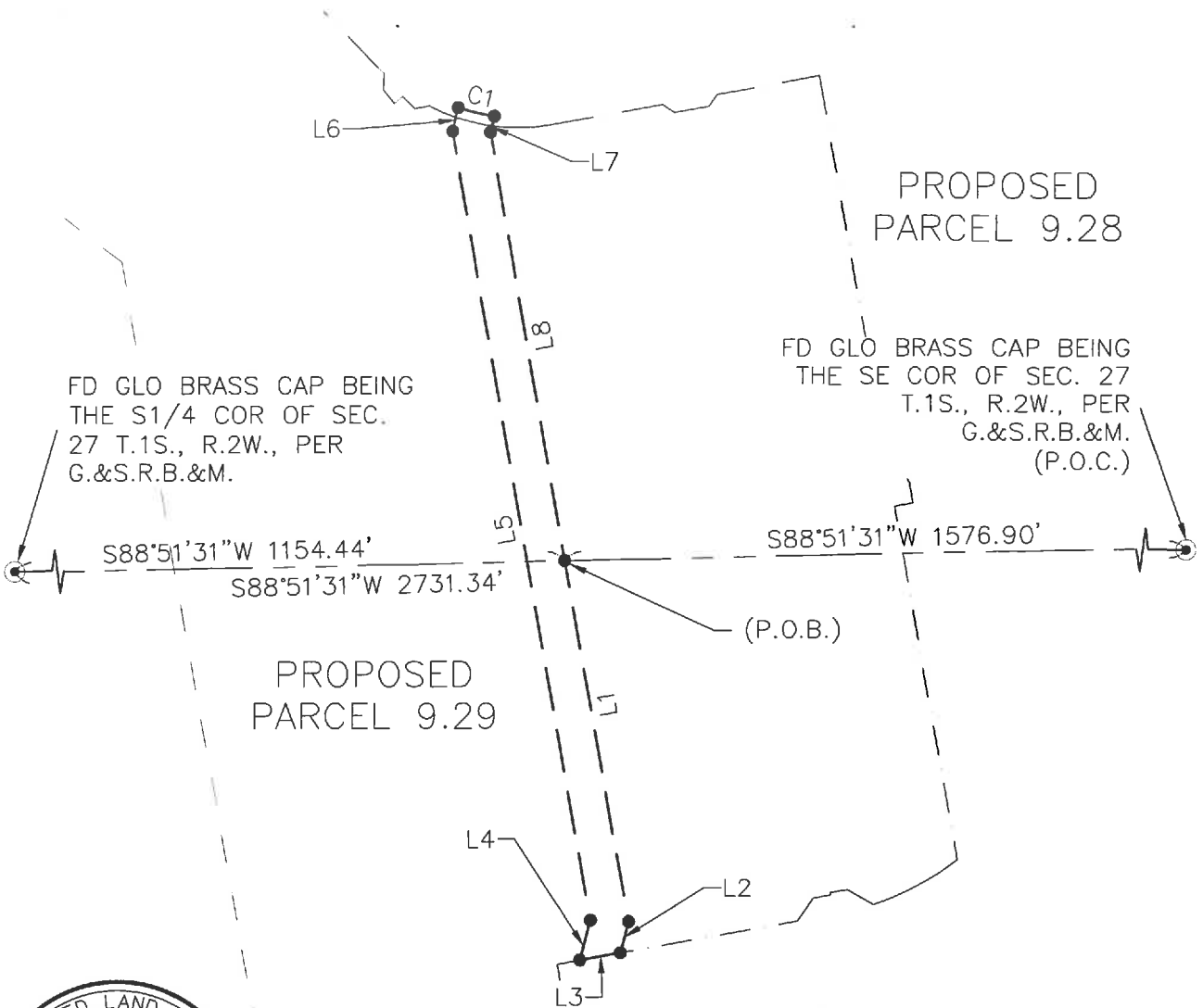
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 11°28'42", AND AN ARC LENGTH OF 30.05 FEET;

THENCE SOUTH 13°11'39" WEST, 13.11 FEET;

THENCE SOUTH 10°04'40" EAST, 348.88 FEET, TO THE **POINT OF BEGINNING**.



EXPIRES 03/31/23



FD GLO BRASS CAP BEING THE S1/4 COR OF SEC. 27 T.1S., R.2W., PER G.&S.R.B.&M.

FD GLO BRASS CAP BEING THE SE COR OF SEC. 27 T.1S., R.2W., PER G.&S.R.B.&M. (P.O.C.)

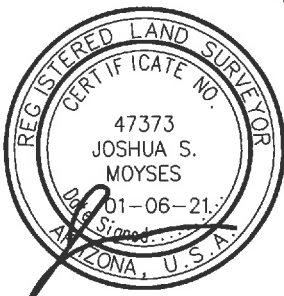
S88°51'31"W 1154.44'
S88°51'31"W 2731.34'

S88°51'31"W 1576.90'

(P.O.B.)

PROPOSED PARCEL 9.29

PROPOSED PARCEL 9.28



EXPIRES 03/31/23

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- G.&S.R.B.&M. GILA AND SALT RIVER
- BASE AND MERIDIAN
- PROPOSED PARCEL
- SECTION LINE
- EASEMENT LINE

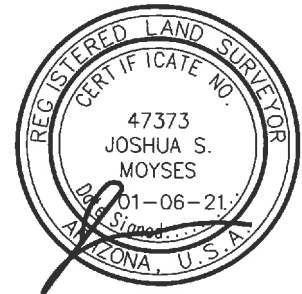
**DRAINAGE
EASEMENT
EXHIBIT B**



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
PAGE	2 OF 3

LINE TABLE		
LINE #	LENGTH	BEARING
L1	294.95	S10°04'40"E
L2	25.76	S14°50'55"W
L3	33.08	S79°55'27"W
L4	33.07	N14°50'55"E
L5	643.38	N10°04'40"W
L6	19.33	N13°11'39"E
L7	13.11	S13°11'39"W
L8	348.88	S10°04'40"E



EXPIRES 03/31/23

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	30.05	150.00	11°28'42"	S76°43'52"E	30.00

DRAINAGE
EASEMENT
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
PAGE	3 OF 3

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) (2)

**TEMPORARY DRAINAGE EASEMENT AGREEMENT
(EMR 9.28 & 9.29)**

This Temporary Drainage Easement Agreement (EMR 9.28 & 9.29) is entered into as of _____, 2021, by and between NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company (“EMR” or “GRANTOR”) and the City of Goodyear, an Arizona municipal corporation (“City”).

RECITALS

A. EMR is the owner of the real property described in Exhibit “A” attached hereto and incorporated herein by this reference and the real property described in Exhibit “B” attached hereto and incorporated herein by this reference (collectively the real property described in Exhibits A and B are referred to as the “Property”).

B. EMR is in the process of developing the Property and constructing improvements for Estrella Parcels 9.28 and 9.29.

C. Pursuant to requirements in the City of Goodyear’s Engineering Standards and Design Policies and Goodyear City Code, property owners are required to construct and maintain drainage improvements needed to manage storm water on their properties generated on-site and off-site, including storm water flows from adjacent roadways.

D. EMR submitted or caused to be submitted plans titled Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822) identifying improvements to be constructed within the portion of the Property described in Exhibit “C,” a copy of this is attached hereto and incorporated herein by this reference (the “Easement Area”) to manage storm water flows generated within and on the Property and storm water flows generated outside the boundaries of the Property including storm water storm water flows from roadways adjacent to the Property.

E. The Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822) are on file with the City of Goodyear.

F. This Temporary Drainage Easement Agreement (EMR 9.28 & 9.29) is being entered to provide for the use of the Easement Area for the receipt, retention, conveyance, and

disposal of storm water flows and for the construction, maintenance, repair and replacement of drainage improvements that are to be constructed pursuant to the Approved Plans, as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EMR and the City agree as follows:

1. DEFINITIONS. Terms not defined elsewhere in this Temporary Drainage Easement Agreement (EMR 9.28 & 9.29) shall have the following meanings:

a. Agreement means this Temporary Drainage Easement Agreement (EMR 9.28 & 9.29) by and between NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation as may be amended in a writing executed by the Parties.

b. Approved Plans means the Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822), as approved by the City Engineer or his designee, a copy of which is on file with the City of Goodyear.

c. Estrella Parcels 9.28 & 9.29 Drainage Improvements means the improvements identified in the Approved Plans that are to be constructed within the Easement Area, including but not limited to, retention/detention areas, catch basins, scuppers, drainage pipes, headwalls and all other drainage facilities identified in the Approved Plans that, upon construction, will accept, convey and dispose of storm water flows identified in the Approved Plans.

d. Grantor means NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company.

e. Grantor's Maintenance Obligations means all of the obligations set forth in section 5.

f. Grantor's Successors and Assigns means all future owners of all or a part of the Property and Easement Area, except as provided herein. The owners of any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy or Certificate of Completion for a single-family residence has been issued shall not be considered a successor and/or assign under this Agreement. To the extent the City of Goodyear acquires any portion of the Property or Easement Area in fee, the City of Goodyear shall not be considered a successor and/or assign of the Property for purposes of this Agreement.

g. Parties means the City of Goodyear, an Arizona municipal corporation, and NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company.

2. GRANT OF EASEMENT. NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company, as the fee owner of the Property and Easement Area grants and conveys to the City of Goodyear, an Arizona municipal corporation, a non-exclusive easement

on, over, across and under the Easement Area for the uses described in this Agreement and subject to the terms of this Agreement.

3. EASEMENT USES. The easement granted herein is granted for the following uses: (i) the receipt, acceptance, retention, diversion, conveyance and disposal of the storm water flows generated on and within the Property and storm water flows generated outside the boundaries of the Property, including from streets within and adjacent to the Property, as reflected in the Approved Plans; and (ii) for the entry upon, construction, installation, maintenance, repair, replacement and operation of the Estrella Parcels 9.28 & 9.29 Drainage Improvements by the City and its Permittees. The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges for the purposes herein described.

4. RESERVATION AND LIMITATIONS ON GRANTOR'S USE. Grantor's use of the Easement Area shall not impair the receipt, acceptance, retention, diversion, conveyance and disposal of storm water flows as described in Section 3 above or the construction, installation, maintenance, repair, replacement and operation of Estrella Parcels 9.28 & 9.29 Drainage Improvements. Unless approved by the City Engineer or his/her designee in writing, no building, structure or other above ground improvements other than the Estrella Parcels 9.28 & 9.29 Drainage Improvements shall be constructed within the Easement Area, and no other improvements, including landscaping, shall be constructed within the Easement Area if such improvements would impede the flow of water over, under, or through the Easement Area or materially reduce the retention capacity of the Easement Area. Following the completion of Estrella Parcels 9.28 & 9.29 Drainage Improvements, Grantor shall not obstruct or alter any of the Estrella Parcels 9.28 & 9.29 Drainage Improvements without the City's prior written consent. Grantor further agrees to comply with Grantor's Maintenance Obligations set forth in section 5 below.

5. GRANTOR'S MAINTENANCE OBLIGATIONS. Grantor shall be responsible for the installation, maintenance, repair and replacement of all Estrella Parcels 9.28 & 9.29 Drainage Improvements, including keeping underground pipes installed under streets and roads free of all obstructions and debris. Grantor shall maintain the Estrella Parcels 9.28 & 9.29 Drainage Improvements in good condition and in accordance with the Approved Plans. Grantor shall maintain, inspect, repair and replace the Estrella Parcels 9.28 & 9.29 Drainage Improvements as necessary to: maintain their storm-water carrying and storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in the Estrella Parcels 9.28 & 9.29 Drainage Improvements, including in underground pipes.

6. CITY'S MAINTENANCE RIGHTS. The City is not obligated to perform any of Grantor's Maintenance Obligations, but, if in the opinion of the City Engineer, the City's Director of Public Works, and/or their respective designees, Grantor has failed to adequately perform any or all of Grantor's Maintenance Obligations, the City may undertake all or part of Grantor's Maintenance Obligations at Grantor's expense. If the City undertakes all or part of Grantor's Maintenance Obligations, Grantor shall reimburse the City for the costs the City incurred in doing so within thirty days of Grantor's receipt of an invoice from the City. Grantor

shall indemnify, defend and hold the City harmless against Grantor's failure to perform Grantor's Maintenance Obligations under this Agreement.

7. INDEMNIFICATION. Grantor shall, to the fullest extent permitted by law, indemnify, defend, save, and hold harmless the City of Goodyear and its elected officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation hereinafter referred to as "Claims") for bodily injury, personal injury (including death), and loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by Grantor's failure to perform Grantor's Maintenance Obligations and by the negligent or willful acts or omissions of Grantor and its owners, officers, directors, agents, employees, agents, representatives, contractors or subcontractors in the construction of the Estrella Parcels 9.28 & 9.29 Drainage Improvements and the performance of Grantor's Maintenance Obligations. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Grantor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by Grantor from and against any and all claims. It is agreed that Grantor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Grantor agrees, to the fullest extent permitted by law, to waive all rights of subrogation against the Indemnitees for Claims subject to indemnification hereunder.

8. EASEMENT EFFECTIVE DATE. The easement granted herein shall commence on the date this Agreement is recorded in the official records of Maricopa County, Arizona and shall continue in effect until it is terminated as provided in Section 9 of this Agreement.

9. TERMINATION. This Agreement and the easement granted herein shall remain in effect until permanent drainage improvements that will accommodate 100% of the storm water that the Estrella Parcels 9.28 & 9.29 Drainage Improvements to be installed within the drainage easement granted herein were designed to accept have been constructed and the City has been provided a permanent drainage easement for the permanent drainage improvements. Upon the completion of the permanent drainage improvements described herein, the recordation of a permanent drainage easement in a form provided by the City Attorney or his designee, and the City's receipt of a written request from the then owner of the Easement Area, the City Manager shall execute documentation to terminate this Agreement of record.

10. COVENANT RUNS WITH THE LAND. This Agreement constitutes a covenant that runs with land for the benefit of the City and its successors and assigns and is binding upon Grantor and Grantor's Successors and Assigns.

IN WITNESS WHEREOF, each of the Parties has caused this instrument to be executed in the manner appropriate for each.

Signatures, Acknowledgements and Exhibits on Following Pages

City of Goodyear,
an Arizona municipal corporation

By: _____

Date: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing Temporary Drainage Easement Agreement (EMR 9.28 & 9.29) was acknowledged before me this ___ day of _____, 20__ by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said City of Goodyear.

Notary Seal:

Notary Public

Exhibits on Following Pages

Exhibit "A"

Legal Description of Grantor's Property (EMR 9.28)

LEGAL DESCRIPTION

PARCEL 9.28

A PORTION OF LAND LYING WITHIN SECTIONS 27 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, SOUTH 88°51'31" WEST, A DISTANCE OF 783.16 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS, ALSO BEING THE **POINT OF BEGINNING**, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 45°02'11" EAST, IS 2,700.00 FEET;

THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 8°20'23", AND A LENGTH OF 392.99 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 82°33'42" WEST, A DISTANCE OF 47.09 FEET;

THENCE NORTH 38°04'35" WEST, A DISTANCE OF 87.19 FEET;

THENCE NORTH 6°55'26" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 1.00 FEET;

THENCE NORTH 38°04'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 51°55'26" WEST, A DISTANCE OF 53.00 FEET;

NORTH 38°04'38" WEST, A DISTANCE OF 249.28 FEET, TO THE SOUTHEASTERLY MOST BOUNDARY CORNER, PER FINAL PLAT, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.26, RECORDED IN BOOK 1053, PAGE 49, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 85°21'42" WEST, A DISTANCE OF 581.65 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 71°48'28" WEST, A DISTANCE OF 452.63 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 32°49'54" WEST, A DISTANCE OF 157.09 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 182ND DRIVE, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 1059, PAGE 15, MARICOPA COUNTY RECORDS, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 67°10'59" WEST, IS 820.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 13°42'59", AND LENGTH OF 196.30 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 36°32'00" WEST, A DISTANCE OF 442.74 FEET, TO THE NORTHERN MOST BOUNDARY CORNER OF ESTRELLA PARCEL 9.30 AS RECORDED IN BOOK 1554, PAGE 18, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF 182ND DRIVE, SOUTH 53°28'00" EAST, A DISTANCE OF 192.00 FEET;

THENCE NORTH 36°32'00" EAST, A DISTANCE OF 93.04 FEET;

THENCE NORTH 52°18'42" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 36°32'00" EAST, A DISTANCE OF 23.88 FEET;

THENCE NORTH 81°28'58" EAST, A DISTANCE OF 11.32 FEET;

THENCE NORTH 35°39'10" EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 35°39'10" EAST, 225.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 0°07'01", AND AN ARC LENGTH OF 0.46 FEET;

THENCE NORTH 35°32'09" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 8°31'26" WEST, A DISTANCE OF 11.30 FEET;

THENCE NORTH 36°32'0" EAST, A DISTANCE OF 59.30 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 53°42'41" EAST, A DISTANCE OF 292.99 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 18°35'14", AND A LENGTH 95.05 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE EASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.66 FEET;

THENCE SOUTH 44°10'36" EAST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 2°18'35", AND A LENGTH OF 6.37 FEET;

THENCE SOUTH 1°16'03" WEST, A DISTANCE OF 13.42 FEET;

THENCE SOUTH 39°34'01" EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 39°34'01" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 5°01'37", AND A LENGTH OF 8.77 FEET;

THENCE SOUTH 44°35'38" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 78°47'23" EAST, A DISTANCE OF 11.92 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 27°09'55" EAST, A DISTANCE OF 158.00 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 37°14'28", AND A LENGTH OF 102.70 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 89.93 FEET;
THENCE SOUTH 55°04'33" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 28.00 FEET;
THENCE NORTH 34°55'27" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 83.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 272.91 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;
THENCE SOUTH 11°43'32" WEST, A DISTANCE OF 5.39 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 33.16 FEET;
THENCE SOUTH 31°52'38" EAST, A DISTANCE OF 5.39 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 289.23 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 37°50'33" WEST, A DISTANCE OF 225.00 FEET;
THENCE WESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 19°36'24", AND A LENGTH OF 76.99 FEET;
THENCE NORTH 59°21'48" WEST, A DISTANCE OF 23.90 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 1.87 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;
THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 22.63 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 194.91 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 49.66 FEET;
THENCE SOUTH 3°11'34" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 2°41'28" EAST, A DISTANCE OF 12.56 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79°17'39" EAST, A DISTANCE OF 264.64 FEET;
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 47°08'32", AND A LENGTH OF 217.75 FEET;
THENCE SOUTH 57°50'53" EAST, A DISTANCE OF 189.22 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 32°11'21" EAST, A DISTANCE OF 254.67 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 2700.00 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 12°46'27", AND A LENGTH OF 601.97 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 899,755 SQUARE FEET OR (20.66) ACRES, MORE OR LESS.

Exhibit "B"

Legal Description of Grantor's Property (EMR 9.29)

EXHIBIT B
LEGAL DESCRIPTION

PARCEL 9.29 WHICH IS LOCATED IN SECTION 27 AND 34 TOWNSHIP 1 SOUTH, RANGE 2 WEST PER THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF GOODYEAR, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT, A GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SAID SECTION 27, WHOSE SOUTH ONE-QUARTER CORNER BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 27 SOUTH 88°51'31" WEST, A DISTANCE OF 1,306.15 FEET, TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH SECTION LINE NORTH 10°04'33" WEST, A DISTANCE OF 38.88 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

THENCE NORTH 31°52'38" WEST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 33.16 FEET;

THENCE NORTH 11°43'32" EAST, A DISTANCE OF 5.39 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 16.50 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 272.91 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 28.00 FEET;

THENCE NORTH 55°04'33" WEST, A DISTANCE OF 11.31 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 89.93 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL IS 37°14'28", AND A LENGTH OF 102.70 FEET;

THENCE SOUTH 78°47'23" WEST, A DISTANCE OF 11.92 FEET;

THENCE NORTH 44°35'38" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 44°35'38" WEST, 100.00 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 5°01'37", AND AN ARC LENGTH OF 8.77 FEET;

THENCE NORTH 39°34'01" WEST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 1°16'03" EAST, A DISTANCE OF 13.42 FEET, TO THE BEGINNING OF A NONTANGENT CURVE WHOSE RADIUS BEARS NORTH 43°30'49" EAST, 158.00 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 2°18'35", AND AN ARC LENGTH OF 6.37 FEET;

THENCE NORTH 44°10'36" WEST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.64 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 292.99 FEET;

THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 18°35'12", AND A LENGTH 95.05 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 59.30 FEET;

THENCE SOUTH 8°31'26" EAST, A DISTANCE OF 11.30 FEET;

THENCE SOUTH 35°32'09" WEST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NONTANGENT CURVE WHOSE RADIUS BEARS NORTH 35°32'09" EAST, 225.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 0°07'01", AND AN ARC LENGTH OF 0.46 FEET;

THENCE SOUTH 35°39'10" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 81°28'58" WEST, A DISTANCE OF 11.32 FEET;

THENCE SOUTH 36°32'00" WEST, A DISTANCE OF 23.88 FEET;

THENCE SOUTH 52°18'42" EAST, A DISTANCE OF 155.11 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 674.95 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 245.70 FEET;

THENCE NORTH 3°11'34" WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 49.66 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 194.91 FEET;

THENCE NORTH 34°55'27" EAST, A DISTANCE OF 22.63 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 1.87 FEET;

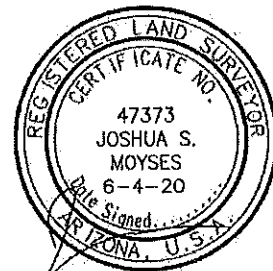
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 59°21'48" EAST, A DISTANCE OF 23.90 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 18°14'09" WEST, A DISTANCE OF 225.00 FEET;

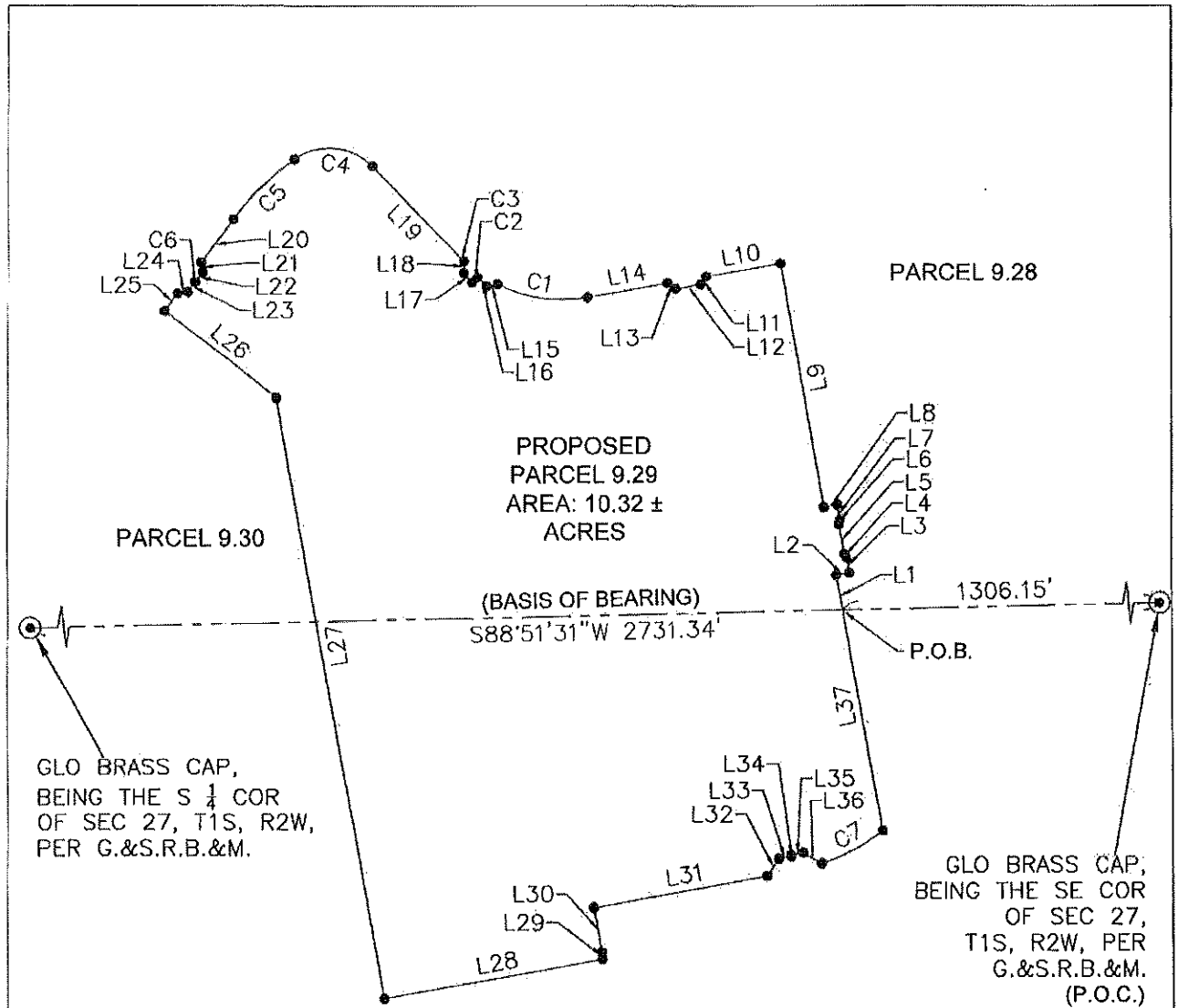
THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 19°36'24", AND A LENGTH OF 76.99 FEET;

THENCE NORTH 10°04'33" WEST, A DISTANCE OF 250.35 FEET, TO THE POINT OF BEGINNING.

SAID AREA CONTAINS 449,587 SQUARE FEET OR 10.32 ACRES, MORE OR LESS.



EXPIRES 03/31/23

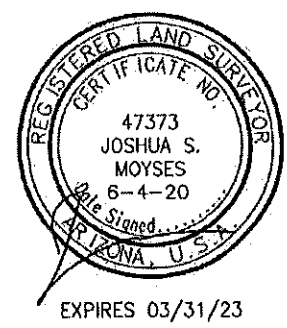


GLO BRASS CAP,
BEING THE S ¼ COR
OF SEC 27, T1S, R2W,
PER G.&S.R.B.&M.

GLO BRASS CAP,
BEING THE SE COR
OF SEC 27,
T1S, R2W, PER
G.&S.R.B.&M.
(P.O.C.)

LEGEND

- (P.O.C.) POINT OF COMMENCEMENT
- (P.O.B.) POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- G.&S.R.B.&M. GILA & SALT RIVER BASE AND MERIDIAN
- PARCEL LINE
- - - - - SECTION LINE

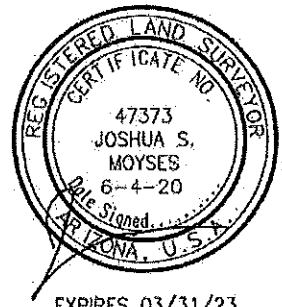


PARCEL 9.29 EXHIBIT B		STRATEGIC SURVEYING, LLC 1102 W. SOUTHERN AVE., STE 4 TEMPE, AZ 85282 PHONE: (480) 272-7634	DRAWN	AV
			CHECKED	JSM
			SCALE	NTS
			DATE	6/4/20
			PAGE	4 OF 5

LINE TABLE		
LINE #	LENGTH	BEARING
L1	38.88	N10°04'33"W
L2	15.00	N79°55'27"E
L3	16.50	N10°04'33"W
L4	5.39	N31°52'38"W
L5	33.16	N10°04'33"W
L6	5.39	N11°43'32"E
L7	16.50	N10°04'33"W
L8	15.00	S79°55'27"W
L9	272.91	N10°04'33"W
L10	83.00	S79°55'27"W
L11	11.31	S34°55'27"W
L12	28.00	S79°55'27"W
L13	11.31	N55°04'33"W
L14	89.93	S79°55'27"W
L15	11.92	S78°47'23"W
L16	14.00	N44°35'38"W
L17	14.00	N39°34'01"W
L18	13.42	N1°16'03"E
L19	140.31	N44°10'36"W

LINE TABLE		
LINE #	LENGTH	BEARING
L20	59.30	S36°32'00"W
L21	11.30	S8°31'26"E
L22	14.00	S35°32'09"W
L23	14.00	S35°39'10"W
L24	11.32	S81°28'58"W
L25	23.88	S36°32'00"W
L26	155.11	S52°18'42"E
L27	674.95	S10°04'33"E
L28	245.70	N79°55'27"E
L29	8.00	N3°11'34"W
L30	49.66	N10°04'33"W
L31	194.91	N79°55'27"E
L32	22.63	N34°55'27"E
L33	14.00	N79°55'27"E
L34	1.87	N10°04'33"W
L35	14.00	N79°55'27"E
L36	23.90	S59°21'48"E
L37	250.35	N10°04'33"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	102.70	158.00	37°14'28"	N81°27'19"W	100.90
C2	8.77	100.00	5°01'37"	S47°55'11"W	8.77
C3	6.37	158.00	2°18'35"	N45°19'53"W	6.37
C4	94.66	67.00	80°56'52"	N84°39'02"W	86.98
C5	95.05	292.99	18°35'12"	S45°34'56"W	94.63
C6	0.46	225.00	0°07'01"	N54°24'21"W	0.46
C7	76.99	225.00	19°36'24"	N61°57'39"E	76.62



PARCEL
9.29
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	NTS
DATE	6/4/20
PAGE	5 OF 5

EXHIBIT "C"

Legal Description of Easement Area

**EXHIBIT C
LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT (TDE)**

A PORTION OF LAND LYING WITHIN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE LEAVING SAID SOUTHEAST CORNER SOUTH 75°18'15" WEST, A DISTANCE OF 1626.45 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 2°41'28" EAST, A DISTANCE OF 12.56 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79°17'39" EAST, A DISTANCE OF 264.64 FEET;

THENCE SOUTHERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 42°55'39", AND AN ARC LENGTH OF 198.28 FEET;

THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 624.59 FEET;

THENCE NORTH 32°00'58" EAST, A DISTANCE OF 200.18 FEET, TO A POINT ON A TANGENT CURVE WHOSE RADIUS IS 65.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 58°44'20", AND AN ARC LENGTH OF 66.64 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 33°51'36" WEST, A DISTANCE OF 88.00 FEET;

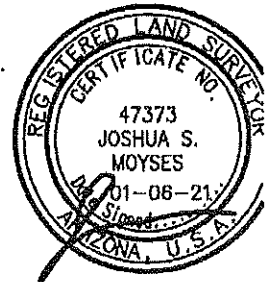
THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 30°21'57", AND AN ARC LENGTH OF 46.64 FEET;

THENCE NORTH 86°00'19" EAST, A DISTANCE OF 8.64 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 46.91 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 245.70 FEET, TO THE **POINT OF BEGINNING**.

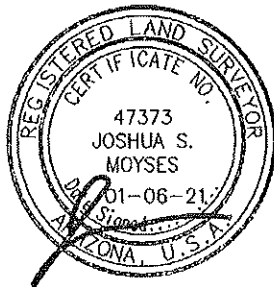
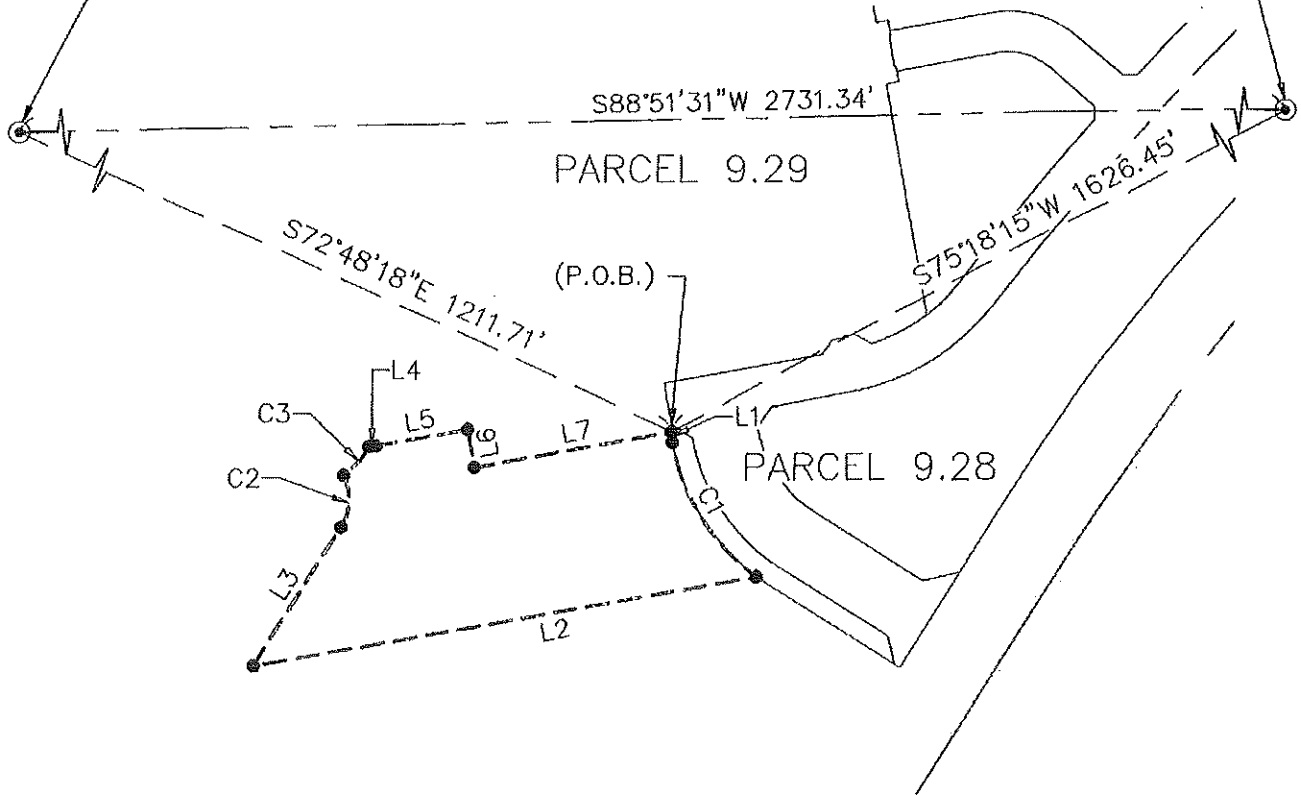


EXPIRES 03/31/23



FD GLO BRASS CAP BEING
THE S1/4 COR OF SEC.
27 T.1S., R.2W., PER
G.&S.R.B.&M.

FD GLO BRASS CAP BEING
THE SE COR OF SEC. 27
T.1S., R.2W., PER
G.&S.R.B.&M. (P.O.C.)

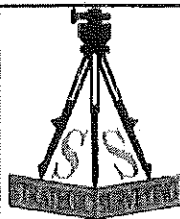


EXPIRES 03/31/23

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- G.&S.R.B.&M. GILA AND SALT RIVER
BASE AND MERIDIAN
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT LINE

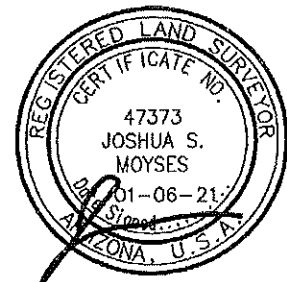
TEMPORARY
DRAINAGE EASEMENT
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
PAGE	2 OF 3

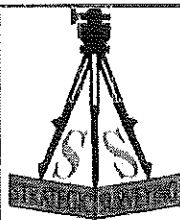
LINE TABLE		
LINE #	LENGTH	BEARING
L1	12.56	S2°41'28"E
L2	624.59	S79°55'27"W
L3	200.18	N32°00'58"E
L4	8.64	N86°00'19"E
L5	115.00	N79°55'27"E
L6	46.91	S10°04'33"E
L7	245.70	N79°55'27"E



EXPIRES 03/31/23

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	198.28	264.64	42°55'39"	S32° 10' 10"E	193.67
C2	66.64	65.00	58°44'20"	N2° 38' 48"E	63.76
C3	46.64	88.00	30°21'57"	N40° 57' 26"E	46.09

TEMPORARY
DRAINAGE EASEMENT
EXHIBIT B



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	01/06/21
PAGE	3 OF 3

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) (2)

**TEMPORARY DRAINAGE EASEMENT AGREEMENT
(EMR 9.27 & 9.28 – NE BASIN)**

This Temporary Drainage Easement Agreement (EMR 9.27 & 9.28 – NE BASIN) is entered into as of ____, 2021, by and between NNP III- Estrella Mountain Ranch, LLC, a Delaware limited liability company (“EMR” or “GRANTOR”) and the City of Goodyear, an Arizona municipal corporation (“City”).

RECITALS

A. EMR, is the owner of the real property described in Exhibit “A” attached hereto and incorporated herein by this reference and the real property described in Exhibit “B” attached hereto and incorporated herein by this reference (collectively the real property described in Exhibits A and B are referred to as the “Property”).

B. EMR is in the process of developing the Property and constructing improvements for Estrella Parcels 9.27 and 9.28.

C. Pursuant to requirements in the City of Goodyear’s Engineering Standards and Design Policies and Goodyear City Code, property owners are required to construct and maintain drainage improvements needed to manage storm water on their properties generated on-site and off-site, including storm water flows from adjacent roadways.

D. EMR, submitted or caused to be submitted plans titled Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822) identifying improvements to be constructed within the portion of the Property described in Exhibit “C,” a copy of this is attached hereto and incorporated herein by this reference (the “Easement Area”) to manage storm water flows generated within and on the Property and storm water flows generated outside the boundaries of the Property including storm water storm water flows from roadways adjacent to the Property, which includes, but is not limited to storm water flows from Willis Road.

E. The Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822) are on file with the City of Goodyear.

F. This Temporary Drainage Easement Agreement (EMR 9.27 & 9.28 – NE BASIN) is being entered to provide for the use of the Easement Area for the receipt, retention,

conveyance, and disposal of storm water flows and for the construction, maintenance, repair and replacement of drainage improvements that are to be constructed pursuant to the Approved Plans, as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EMR and the City agree as follows:

1. DEFINITIONS. Terms not defined elsewhere in this Temporary Drainage Easement Agreement (EMR 9.27 & 9.28 – NE BASIN) shall have the following meanings:

a. Agreement means this Temporary Drainage Easement Agreement (EMR 9.27 & 9.28) by and between NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation as may be amended in a writing executed by the Parties.

b. Approved Plans means the Grading and Drainage Plans for Estrella Parcel 9.28 (City HTE number 19-3822), as approved by the City Engineer or his designee, a copy of which is on file with the City of Goodyear.

c. Estrella Parcels 9.27 & 9.28 Drainage Improvements means the improvements identified in the Approved Plans that are to be constructed within the Easement Area, including but not limited to, retention/detention areas, catch basins, scuppers, drainage pipes, headwalls and all other drainage facilities identified in the Approved Plans that, upon construction, will accept, convey and dispose of storm water flows identified in the Approved Plans.

d. Grantor means NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company.

e. Grantor's Maintenance Obligations means all of the obligations set forth in section 5.

f. Grantor's Successors and Assigns means all future owners of all or a part of the Property and Easement Area, except as provided herein. The owners of any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy or Certificate of Completion for a single-family residence has been issued shall not be considered a successor and/or assign under this Agreement. To the extent the City of Goodyear acquires any portion of the Property or Easement Area in fee, the City of Goodyear shall not be considered a successor and/or assign of the Property for purposes of this Agreement.

g. Parties means the City of Goodyear, an Arizona municipal corporation, and NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company.

2. GRANT OF EASEMENT. NNP III-Estrella Mountain Ranch, LLC, a Delaware limited liability company, as the fee owner of the Property and Easement Area grants and conveys to the City of Goodyear, an Arizona municipal corporation a non-exclusive easement

on, over, across and under the Easement Area for the uses described in this Agreement and subject to the terms of this Agreement.

3. EASEMENT USES. The easement granted herein is granted for the following uses: (i) the receipt, acceptance, retention, diversion, conveyance and disposal of the storm water flows generated on and within the Property and storm water flows generated outside the boundaries of the Property, including from streets within and adjacent to the Property, as reflected in the Approved Plans; and (ii) for the entry upon, construction, installation, maintenance, repair, replacement and operation of the Estrella Parcels 9.27 & 9.28 Drainage Improvements by the City and its Permittees. The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges for the purposes herein described.

4. RESERVATION AND LIMITATIONS ON GRANTOR'S USE. Grantor's use of the Easement Area shall not impair the receipt, acceptance, retention, diversion, conveyance and disposal of storm water flows as described in Section 3 above or the construction, installation, maintenance, repair, replacement and operation of Estrella Parcels 9.27 & 9.28 Drainage Improvements. Unless approved by the City Engineer or his/her designee in writing, no building, structure or other above ground improvements other than the Estrella Parcels 9.27 & 9.28 Drainage Improvements shall be constructed within the Easement Area, and no other improvements, including landscaping, shall be constructed within the Easement Area if such improvements would impede the flow of water over, under, or through the Easement Area or materially reduce the retention capacity of the Easement Area. Following the completion of Estrella Parcels 9.27 & 9.28 Drainage Improvements, Grantor shall not obstruct or alter any of the Estrella Parcels 9.27 & 9.28 Drainage Improvements without the City's prior written consent. Grantor further agrees to comply with Grantor's Maintenance Obligations set forth in section 5 below.

5. GRANTOR'S MAINTENANCE OBLIGATIONS. Grantor shall be responsible for the installation, maintenance, repair and replacement of all Estrella Parcels 9.27 & 9.28 Drainage Improvements, including keeping underground pipes free of all obstructions and debris. Grantor shall maintain the Estrella Parcels 9.27 & 9.28 Drainage Improvements in good condition and in accordance with the Approved Plans. Grantor shall maintain, inspect, repair and replace the Estrella Parcels 9.27 & 9.28 Drainage Improvements as necessary to: maintain their storm-water carrying and storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in the Estrella Parcels 9.27 & 9.28 Drainage Improvements, including in underground pipes.

6. CITY'S MAINTENANCE RIGHTS. The City is not obligated to perform any of Grantor's Maintenance Obligations, but, if in the opinion of the City Engineer, the City's Director of Public Works, and/or their respective designees, Grantor has failed to adequately perform any or all of Grantor's Maintenance Obligations, the City may undertake all or part of Grantor's Maintenance Obligations at Grantor's expense. If the City undertakes all or part of Grantor's Maintenance Obligations, Grantor shall reimburse the City for the costs the City incurred in doing so within thirty days of Grantor's receipt of an invoice from the City. Grantor shall indemnify, defend and hold the City harmless against Grantor's failure to perform Grantor's Maintenance Obligations under this Agreement.

7. **INDEMNIFICATION.** Grantor shall, to the fullest extent permitted by law, indemnify, defend, save, and hold harmless the City of Goodyear and its elected officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation hereinafter referred to as "Claims") for bodily injury, personal injury (including death), and loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by Grantor's failure to perform Grantor's Maintenance Obligations and by the negligent or willful acts or omissions of Grantor and its owners, officers, directors, agents, employees, agents, representatives, contractors or subcontractors in the construction of the Estrella Parcels 9.27 & 9.28 Drainage Improvements and the performance of Grantor's Maintenance Obligations. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Grantor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnites, be indemnified by Grantor from and against any and all claims. It is agreed that Grantor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Grantor agrees, to the fullest extent permitted by law, to waive all rights of subrogation against the Indemnites for Claims subject to indemnification hereunder.

8. **EASEMENT EFFECTIVE DATE.** The easement granted herein shall commence on the date this Agreement is recorded in the official records of Maricopa County, Arizona and shall continue in effect until it is terminated as provided in Section 9 of this Agreement.

9. **TERMINATION.** This Agreement and the easement granted herein shall remain in effect until permanent drainage improvements that will accommodate 100% of the storm water that the Estrella Parcels 9.27 & 9.28 Drainage Improvements to be installed within the drainage easement granted herein were designed to accept have been constructed and the City has been provided a permanent drainage easement for the permanent drainage improvements. Upon the completion of the permanent drainage improvements described herein, the recordation of a permanent drainage easement in a form provided by the City Attorney or his designee, and the City's receipt of a written request from the then owner of the Easement Area, the City Manager shall execute documentation to terminate this Agreement of record.

10. **COVENANT RUNS WITH THE LAND.** This Agreement constitutes a covenant that runs with land for the benefit of the City and its successors and assigns and is binding upon Grantor and Grantor's Successors and Assigns.

IN WITNESS WHEREOF, each of the Parties has caused this instrument to be executed in the manner appropriate for each.

Signatures, Acknowledgements and Exhibits on Following Pages

City of Goodyear,
an Arizona municipal corporation

By: _____

Date: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing Temporary Drainage Easement Agreement (EMR 9.27 & 9.28 – NE BASIN) was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said City of Goodyear.

Notary Seal:

Notary Public

Exhibits on Following Pages

Exhibit "A"

Legal Description of Grantor's Property (EMR 9.27)

LEGAL DESCRIPTION

PARCEL 9.27

A PORTION OF LAND LYING WITHIN SECTIONS 26 AND 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG A TIE LINE NORTH 38°09'04" EAST, 1012.63 FEET, TO THE NORTH RIGHT-OF-WAY OF WILLIS ROAD PER MAP OF DEDICATION RECORDED IN BOOK 936, PAGE 1 PER MARICOPA COUNTY RECORDS, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF ESTRELLA PARKWAY, PER MAP OF DEDICATION RECORDED IN BOOK 771, PAGE 9 PER MARICOPA COUNTY RECORDS, ALSO BEING THE **POINT OF BEGINNING**.

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ESTRELLA PARKWAY, NORTH 67°01'21" EAST, 15.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 22°01'21" EAST, 28.28 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 22°58'39" WEST, 327.16 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 67°04'14" EAST, 3080.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 0°47'03", AND AN ARC LENGTH OF 42.15 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 14°37'34" WEST, 201.27 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 71°32'36" EAST, 3060.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 2°47'58", AND AN ARC LENGTH OF 149.52 FEET, TO THE SOUTHEAST CORNER OF PARCEL 9.1 PER PLAT RECORDED IN BOOK 1367, PAGE 1 PER MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL 9.1, NORTH 88°49'01" WEST, 1171.67 FEET, TO THE NORTHEAST CORNER OF PARCEL 9.26 PER PLAT RECORDED IN BOOK 1053, PAGE 49 PER MARICOPA COUNTY RECORDS;

THENCE ALONG THE EAST BOUNDARY LINE OF SAID PARCEL 9.26 SOUTH 1°11'09" WEST, 514.97 FEET,

THENCE CONTINUING ALONG SAID EAST BOUNDARY LINE SOUTH 4°38'18" WEST, 469.43 FEET TO THE SOUTHEAST BOUNDARY CORNER OF PARCEL 9.26;

THENCE SOUTH 38°04'38" EAST, 249.28 FEET;

THENCE NORTH 51°55'26" EAST, 53.00 FEET;

THENCE SOUTH 38°04'34" EAST, 50.00 FEET;

THENCE SOUTH 51°55'26" WEST, 1.00 FEET;

THENCE SOUTH 6°55'26" WEST, 28.28 FEET;

THENCE SOUTH 38°04'35" EAST, 87.19 FEET;

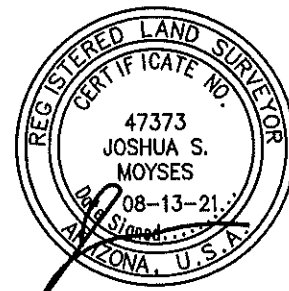
THENCE SOUTH 82°33'42" EAST, 47.09 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF WILLIS ROAD PER SAID MAP OF DEDICATION FROM WHICH THE SOUTH 1/4 CORNER OF SECTION 27 BEARS

SOUTH 82°20'43" WEST, 2,264.12 FEET, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 36°41'49" EAST, 2700.00 FEET;

THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 13°43'11", AND AN ARC LENGTH 646.52 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY NORTH 67°01'21" EAST, 599.71 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,343,880 SQUARE FEET OR (30.85) ACRES, MORE OR LESS.



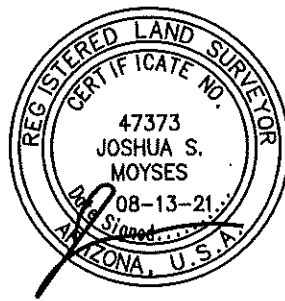
EXPIRES 03/31/23

PARCEL 9.1
 BK.1367, PG.1 M.C.R.
 N88°49'01"W 1171.67'

PARCEL 9.26
 BK.1053,
 PG. 49 MCR

APN: 400-58-975A

APN: 400-56-046X



EXPIRES 03/31/23

S. ESTRELLA PARKWAY

C2

L4

C1

150'
R/W

L2

L1

P.O.B.

L12

WEST WILLIS ROAD

C3

200'
R/W

N38°09'04"E 1012.63'

PROPOSED
 PARCEL 9.28

L5

L6

L7

L9

L10

L8

L11

S82°20'43"W 2264.12'

S88°51'31"W 2731.34'

FD GLO BRASS CAP
 BEING THE SE COR
 OF SEC. 27 T.1S., R.2W.,
 PER G.&S.R.B.&M. (P.O.C.)

FD GLO BRASS CAP
 BEING THE S1/4 COR
 OF SEC. 27 T.1S., R.2W.,
 PER G.&S.R.B.&M.



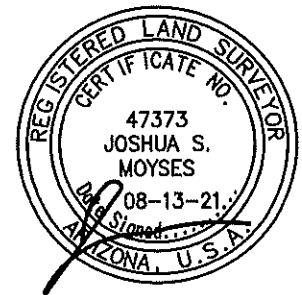
9.27 BOUNDARY
 EXHIBIT



STRATEGIC
 SURVEYING, LLC
 2443 WEST 12TH STREET
 SUITE 1
 TEMPE, AZ 85281
 PHONE: (480) 272-7634

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	08/13/21
PAGE	3 OF 4

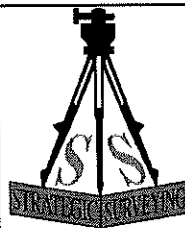
LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.00	N67°01'21"E
L2	28.28	N22°01'21"E
L3	327.16	N22°58'39"W
L4	201.27	N14°37'34"W
L5	249.28	S38°04'38"E
L6	53.00	N51°55'26"E
L7	50.00	S38°04'34"E
L8	1.00	S51°55'26"W
L9	28.28	S6°55'26"W
L10	87.19	S38°04'35"E
L11	47.09	S82°33'42"E
L12	599.71	N67°01'21"E



EXPIRES 03/31/23

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	42.15	3080.00	0°47'03"	N22°32'14"W	42.15
C2	149.52	3060.00	2°47'58"	N17°03'25"W	149.50
C3	646.52	2700.00	13°43'11"	N60°09'46"E	644.98

9.27 BOUNDARY
EXHIBIT



STRATEGIC
SURVEYING, LLC
2443 WEST 12TH STREET
SUITE 1
TEMPE, AZ 85281
PHONE: (480) 272-7634

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	08/13/21
PAGE	4 OF 4

Exhibit "B"

Legal Description of Grantor's Property (EMR 9.28)

LEGAL DESCRIPTION

PARCEL 9.28

A PORTION OF LAND LYING WITHIN SECTIONS 27 AND 34, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT, A FOUND GLO BRASS CAP BEING THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27, BEARS SOUTH 88°51'31" WEST, A DISTANCE OF 2,731.34 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, SOUTH 88°51'31" WEST, A DISTANCE OF 783.16 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS, ALSO BEING THE **POINT OF BEGINNING**, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 45°02'11" EAST, IS 2,700.00 FEET;

THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 8°20'23", AND A LENGTH OF 392.99 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 82°33'42" WEST, A DISTANCE OF 47.09 FEET;

THENCE NORTH 38°04'35" WEST, A DISTANCE OF 87.19 FEET;

THENCE NORTH 6°55'26" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 1.00 FEET;

THENCE NORTH 38°04'34" WEST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 51°55'26" WEST, A DISTANCE OF 53.00 FEET;

NORTH 38°04'38" WEST, A DISTANCE OF 249.28 FEET, TO THE SOUTHEASTERLY MOST BOUNDARY CORNER, PER FINAL PLAT, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH PARCEL 9.26, RECORDED IN BOOK 1053, PAGE 49, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 85°21'42" WEST, A DISTANCE OF 581.65 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 71°48'28" WEST, A DISTANCE OF 452.63 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 32°49'54" WEST, A DISTANCE OF 157.09 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 182ND DRIVE, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 1059, PAGE 15, MARICOPA COUNTY RECORDS, AND ALSO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 67°10'59" WEST, IS 820.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 13°42'59", AND LENGTH OF 196.30 FEET;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 36°32'00" WEST, A DISTANCE OF 442.74 FEET, TO THE NORTHERN MOST BOUNDARY CORNER OF ESTRELLA PARCEL 9.30 AS RECORDED IN BOOK 1554, PAGE 18, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF 182ND DRIVE, SOUTH 53°28'00" EAST, A DISTANCE OF 192.00 FEET;

THENCE NORTH 36°32'00" EAST, A DISTANCE OF 93.04 FEET;

THENCE NORTH 52°18'42" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 36°32'00" EAST, A DISTANCE OF 23.88 FEET;

THENCE NORTH 81°28'58" EAST, A DISTANCE OF 11.32 FEET;

THENCE NORTH 35°39'10" EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 35°39'10" EAST, 225.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 0°07'01", AND AN ARC LENGTH OF 0.46 FEET;

THENCE NORTH 35°32'09" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 8°31'26" WEST, A DISTANCE OF 11.30 FEET;

THENCE NORTH 36°32'0" EAST, A DISTANCE OF 59.30 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 53°42'41" EAST, A DISTANCE OF 292.99 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 18°35'14", AND A LENGTH 95.05 FEET, TO THE BEGINNING OF A COMPOUND CURVE WHOSE RADIUS IS 67.00 FEET;

THENCE EASTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 80°56'52", AND A LENGTH OF 94.66 FEET;

THENCE SOUTH 44°10'36" EAST, A DISTANCE OF 140.31 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 158.00 FEET;

THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 2°18'35", AND A LENGTH OF 6.37 FEET;

THENCE SOUTH 1°16'03" WEST, A DISTANCE OF 13.42 FEET;

THENCE SOUTH 39°34'01" EAST, A DISTANCE OF 14.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 39°34'01" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 5°01'37", AND A LENGTH OF 8.77 FEET;

THENCE SOUTH 44°35'38" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 78°47'23" EAST, A DISTANCE OF 11.92 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 27°09'55" EAST, A DISTANCE OF 158.00 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 37°14'28", AND A LENGTH OF 102.70 FEET;

THENCE NORTH 79°55'27" EAST, A DISTANCE OF 89.93 FEET;
THENCE SOUTH 55°04'33" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 28.00 FEET;
THENCE NORTH 34°55'27" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 83.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 272.91 FEET;
THENCE NORTH 79°55'27" EAST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;
THENCE SOUTH 11°43'32" WEST, A DISTANCE OF 5.39 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 33.16 FEET;
THENCE SOUTH 31°52'38" EAST, A DISTANCE OF 5.39 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 16.50 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 15.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 289.23 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 37°50'33" WEST, A DISTANCE OF 225.00 FEET;
THENCE WESTERLY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 19°36'24", AND A LENGTH OF 76.99 FEET;
THENCE NORTH 59°21'48" WEST, A DISTANCE OF 23.90 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 1.87 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 14.00 FEET;
THENCE SOUTH 34°55'27" WEST, A DISTANCE OF 22.63 FEET;
THENCE SOUTH 79°55'27" WEST, A DISTANCE OF 194.91 FEET;
THENCE SOUTH 10°04'33" EAST, A DISTANCE OF 49.66 FEET;
THENCE SOUTH 3°11'34" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 2°41'28" EAST, A DISTANCE OF 12.56 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 79°17'39" EAST, A DISTANCE OF 264.64 FEET;
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 47°08'32", AND A LENGTH OF 217.75 FEET;
THENCE SOUTH 57°50'53" EAST, A DISTANCE OF 189.22 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WILLIS ROAD, PER MAP OF DEDICATION, MONTECITO VILLAGE AT ESTRELLA MOUNTAIN RANCH, RECORDED IN BOOK 936, PAGE 1, MARICOPA COUNTY RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 32°11'21" EAST, A DISTANCE OF 254.67 FEET, TO THE BEGINNING OF A TANGENT CURVE WHOSE RADIUS IS 2700.00 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY ON A CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 12°46'27", AND A LENGTH OF 601.97 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 899,755 SQUARE FEET OR (20.66) ACRES, MORE OR LESS.

EXHIBIT "C"

Legal Description of Easement Area

**EXHIBIT C
LEGAL DESCRIPTION
TEMPORARY DRAINAGE EASEMENT**

A PORTION OF LAND LAYING IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 27, FROM WHICH THE EAST CORNER OF SECTION 27 BEARS NORTH 0°25'50" WEST, A DISTANCE OF 2621.09 FEET;

THENCE NORTH 38°14'27" WEST, A DISTANCE OF 488.17 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 28°44'34" WEST, A DISTANCE OF 109.41 FEET;

THENCE NORTH 53°23'01" WEST, A DISTANCE OF 75.47 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 22°19'53" WEST, A DISTANCE OF 455.00 FEET;

THENCE WESTERLY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 27°23'13", AND LENGTH OF 217.49 FEET;

THENCE SOUTH 51°55'22" WEST, A DISTANCE OF 147.52 FEET;

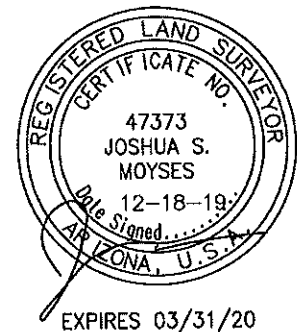
THENCE SOUTH 38°04'38" EAST, A DISTANCE OF 137.23 FEET;

THENCE NORTH 51°55'26" EAST, A DISTANCE OF 53.00 FEET;

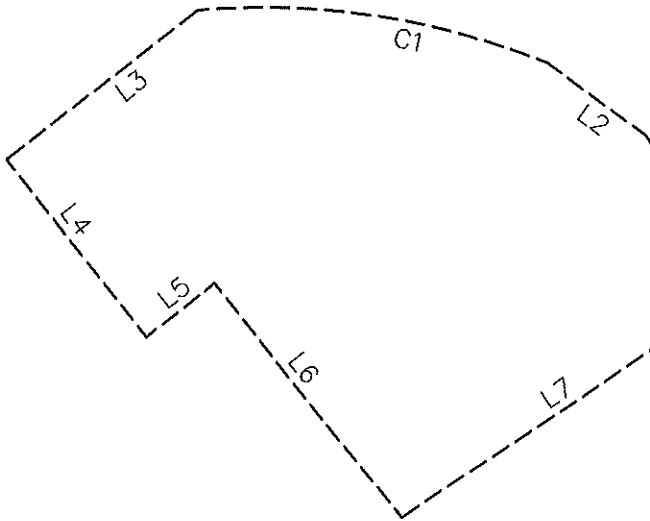
THENCE SOUTH 38°04'34" EAST, A DISTANCE OF 184.12 FEET;

THENCE NORTH 55°43'11" EAST, A DISTANCE OF 244.94 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 79,258 SQUARE FEET OR, 1.82 ACRES.



GLO BRASS CAP BEING
THE E ¼ COR OF SEC. 27
T.1N., R.2W., PER
G.&S.R.B.&M.



(P.O.B.)

S7°11'41"W 2255.35'

N38°14'27"W 488.17'

S0°25'50"E 2621.09'

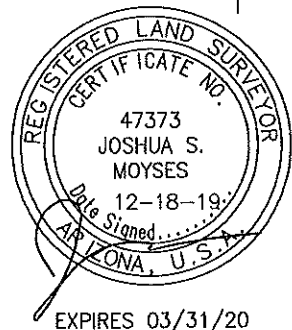
GLO BRASS CAP BEING
THE S ¼ COR OF SEC. 27
T.1N., R.2W., PER
G.&S.R.B.&M.

GLO BRASS CAP BEING
THE SE COR OF SEC. 27
T.1N., R.2W., PER
G.&S.R.B.&M. (P.O.C.)

N88°51'31"E 2731.36'

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- M.C.R. MARICOPA COUNTY RECORDER
- N.A.O.S. NATURAL AREA OF OPEN SPACE
- TIE LINE
- _____ SECTION LINE
- EASEMENT LINE



EXPIRES 03/31/20

TEMPORARY
CONSTRUCTION
EXHIBIT

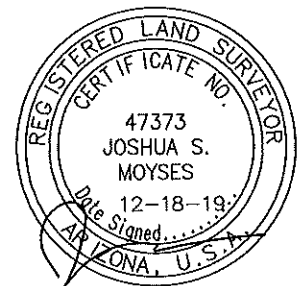


STRATEGIC
SURVEYING, LLC
1102 W. SOUTHERN AVE.
SUITE 4
TEMPE, AZ 85282
PHONE: (480) 272-7634

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	12/20/19
PAGE	2 OF 3

LINE TABLE		
LINE #	LENGTH	BEARING
L1	109.41	N28°44'34"W
L2	75.47	N53°23'01"W
L3	147.52	S51°55'22"W
L4	137.23	S38°04'38"E
L5	53.00	N51°55'26"E
L6	184.12	S38°04'34"E
L7	244.94	N55°43'11"E

Curve Table			
CURVE #	Length	Radius	Delta
C1	217.49	455.00	27°23'13"



EXPIRES 03/31/20

TEMPORARY
CONSTRUCTION
EXHIBIT



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

DRAWN	AV
CHECKED	JSM
SCALE	N.T.S.
DATE	12/20/19
PAGE	3 OF 3

ITEM #: 8.
DATE: 08/30/2021
AI #:456



CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPTANCE OF PERMANENT DRAINAGE EASEMENT AND RESTRICTIVE COVENANT AGREEMENT FOR THE LAKIN PARK DEVELOPMENT

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY

Acceptance of a Permanent Drainage Easement and Restrictive Covenant Agreement from W/C Lakin 1B VIII, LLC, a Delaware limited liability company required for the development of Lakin Park.

Recommendation

Accept a Permanent Drainage Easement and Restrictive Covenant Agreement from W/C Lakin 1B VIII, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2022 or future years with the acceptance of this easement.

BACKGROUND AND PREVIOUS ACTIONS

W/C Lakin 1B VIII, LLC, a Delaware limited liability company ("Lakin") is one of the owners of the property known as Lakin Park. Lakin is in the process of developing Phase 1 of Lakin Park, which consists of an approximate 85-acre industrial site located at the southwest corner of MC-85 and Cotton Lane. A Minor Land Division for Lakin Park–Phase 1 was administratively approved and recorded in the official records of Maricopa County at Book 1588 page 30, instrument number 2021-0480315 on April 29, 2021.

Lakin is responsible for the design and construction of infrastructure required for the city to serve Lakin Park.

STAFF ANALYSIS

The construction of the drainage basin is a critical component of the Lakin Park infrastructure and is required to provide a location for storm drain runoff from Phase 1 of Lakin Park. The City has reviewed the construction plans and has required the Permanent Drainage Easement and Restrictive Covenant Agreement to be dedicated to the City as part of the construction permitting process.

Attachments

Drainage Easement

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) (2)

**PERMANENT DRAINAGE EASEMENT AND RESTRICTIVE COVENANT
AGREEMENT
(LAKIN PARK - PHASE 1)**

This Permanent Drainage Easement and Restrictive Covenant Agreement (Lakin Park – Phase 1) is entered into as of _____, 2021, by and between W/C LAKIN 1B VIII, LLC, a Delaware limited liability company (“Lakin-1B” or “Grantor”) and the City of Goodyear, an Arizona municipal corporation (“City”).

RECITALS

A. W/C LAKIN 1B VIII, LLC, a Delaware limited liability company, is the owner of the real property described as Lot 1 of the Minor Land Division for Lakin Park – Phase 1 as recorded in Book 1588, Page 30 of the records of the Maricopa County Recorder (the “Property”).

B. Lakin-1B is in the process of developing the Property and constructing improvements for Lakin Park – Phase 1.

C. Pursuant to requirements in the City of Goodyear’s Engineering Standards and Design Policies and Goodyear City Code, property owners are required to construct and maintain drainage improvements needed to manage storm water on their properties generated on-site and off-site, including storm water flows from adjacent roadways.

D. Lakin-1B submitted or caused to be submitted plans titled Grading, Drainage, & Paving Plan for Lakin Industrial Park Parcel 1 (City HTE number 20-6276) identifying improvements to be constructed within the portion of the Lot 1 Property described in Exhibit “A,” a copy of which is attached hereto and incorporated herein by this reference (the “Easement Area”) to manage storm water flows generated within and on the Property and storm water flows generated outside the boundaries of the Property, including but not limited to storm water flows from Tracts A and B of the Minor Land Division for Lakin Park – Phase 1 as recorded in Book 1588, Page 30 of the records of Maricopa County Recorder and from roadways adjacent to the Property, including, but not limited to Cotton Lane.

E. The Grading, Drainage, & Paving Plan for Lakin Industrial Park Parcel 1 (City HTE number 20-6276) were approved by the City Engineer or his designee on 4/29/2021, a copy of which is on file with the City of Goodyear.

F. This Permanent Drainage Easement Agreement (Lakin Park – Phase 1) is being entered to provide for the use of the Easement Area for the receipt retention, conveyance and disposal of storm water flows as reflected in the Approved Plans, as defined below, and for the construction, maintenance, repair and replacement of drainage improvements that are to be constructed pursuant to the Approved Plans, as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lakin 1B and the City agree as follows:

1. DEFINITIONS. Terms not defined elsewhere in this Permanent Drainage Easement Agreement (Lakin Park – Phase 1) shall have the following meanings:

a. Agreement means this Permanent Drainage Easement and Restrictive Covenant Agreement (Lakin Park – Phase 1) by and between W/C LAKIN 1B VIII, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation as may be amended in a writing executed by the Parties.

b. Approved Plans means the Grading, Drainage, & Paving Plan for Lakin Industrial Park Parcel 1 (City HTE number 20-6276), which were approved by the City Engineer or his designee on 4/29/2021 as may be amended and approved by the City Engineer or his designee, a copy of which is on file with the City of Goodyear.

c. Lakin Park – Phase 1 Drainage Improvements means the improvements identified in the Approved Plans that are to be constructed within the Easement Area, including but not limited to, retention/detention areas, catch basins, scuppers, drainage pipes, headwalls and all other drainage facilities identified in the Approved Plans that, upon construction, will accept, convey and dispose of storm water flows identified in the Approved Plans.

d. Grantor means W/C LAKIN 1B VIII, LLC, a Delaware limited liability company.

e. Grantor’s Maintenance Obligations means all of the obligations set forth in section 5.

f. Grantor’s Successors and Assigns means all future owners of all or a part of the Property and Easement Area, except as provided herein. The owners of any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a Certificate of Occupancy or Certificate of Completion for a single-family residence has been and the City of Goodyear shall not be considered a successor and/or assign of the Property for purposes of this Agreement.

g. Parties means the City of Goodyear, an Arizona municipal corporation and W/C LAKIN 1B VIII, LLC, a Delaware limited liability company.

2. GRANT OF EASEMENT. W/C LAKIN 1B VIII, LLC, a Delaware limited liability company, as the fee owner of the Lot 1 Property and Easement Area grants and conveys

to the City of Goodyear, an Arizona municipal corporation a permanent non-exclusive easement on, over, across and under the Easement Area for the uses described in this Agreement and subject to the terms of this Agreement.

3. EASEMENT USES. The easement granted herein is granted for the following uses: (i) the receipt, acceptance, retention, diversion, conveyance and disposal of storm water flows generated on and within the Property, and storm water flows generated outside the boundaries of the Property, including but not limited to storm water flows from Tracts A and B of the Minor Land Division for Lakin Park – Phase 1 as recorded in Book 1588, Page 30 of the records of Maricopa County Recorder and from roadways adjacent to the Property, including, but not limited to Cotton Lane as reflected in the Approved Plans; and (ii) for the entry upon, construction, installation, maintenance, repair, replacement and operation of the Lakin Park – Phase 1 Drainage Improvements by the City and its Permittees. The City shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges for the purposes herein described.

4. RESERVATION AND LIMITATIONS ON GRANTOR'S USE. Grantor hereby agrees that the Easement Area shall be reserved for the receipt, acceptance, retention, diversion, conveyance and disposal of storm water flows as described in Section 3 above and for the construction, installation, maintenance, repair, replacement and operation of the Lakin Park – Phase 1 Drainage Improvements. Unless approved by the City Engineer or his/her designee in writing, no building, structure or other above ground improvements other than the Lakin Park – Phase 1 Drainage Improvements shall be constructed within the Easement Area, and no other improvements, including landscaping, shall be constructed within the Easement Area if such improvements would impede the flow of water over, under, or through the Easement Area or materially reduce the retention capacity of the Easement Area. Following the completion of the Lakin Park – Phase 1 Drainage Improvements, Grantor shall not obstruct or alter any of the Lakin Park – Phase 1 Drainage Improvements without the City's prior written consent. Grantor further agrees to the comply with Grantor's Maintenance Obligations set forth in section 5 below.

5. GRANTOR'S MAINTENANCE OBLIGATIONS. Grantor shall be responsible for the installation, maintenance, repair and replacement of all Lakin Park – Phase 1 Drainage Improvements, including keeping underground pipes free of all obstruction and debris. Grantor shall maintain the Lakin Park – Phase 1 Drainage Improvements in good condition and in accordance with the Approved Plans. Grantor shall maintain, inspect, repair and replace the Lakin Park – Phase 1 Drainage Improvements as necessary to: maintain their storm-water carrying and storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in the Lakin Park – Phase 1 Drainage Improvements, including underground pipes.

6. CITY'S MAINTENANCE RIGHTS. The City is not obligated to perform any of Grantor's Maintenance Obligations, but, if in the opinion of the City Engineer, the City's Director of Public Works, and/or their respective designees, Grantor has failed to adequately perform any or all of Grantor's Maintenance Obligations, the City may undertake all or part of Grantor's Maintenance Obligations at Grantor's expense. If the City undertakes all or part of Grantor's Maintenance Obligations, Grantor shall reimburse the City for the costs the City

incurred in doing so within thirty days of Grantor's receipt of an invoice from the City. Grantor shall indemnify, defend and hold the City harmless against Grantor's failure to perform Grantor's Maintenance Obligations under this Agreement.

7. INDEMNIFICATION. Grantor shall, to the fullest extent permitted by law, indemnify, defend, save, and hold harmless the City of Goodyear and its elected officials, directors, officers, employees, agents and representatives (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation hereinafter referred to as "Claims") for bodily injury, personal injury (including death), and loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by Grantor's failure to perform Grantor's Maintenance Obligations and by the negligent or willful acts or omissions of Grantor and its owners, officers, directors, agents, employees, agents, representatives, contractors or subcontractors in the construction of the Lakin Park – Phase 1 Drainage Improvements and the performance of Grantor's Maintenance Obligations. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Grantor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by Grantor from and against any and all claims. It is agreed that Grantor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Grantor agrees, to the fullest extent permitted by law, to waive all rights of subrogation against the Indemnitees for Claims subject to indemnification hereunder

8. EASEMENT EFFECTIVE DATE. The easement granted herein shall commence on the date this Agreement is recorded in the official records of Maricopa County, Arizona and shall continue in effect until it is terminated as provided in Section 9 of this Agreement.

9. TERMINATION. This Agreement and the easement granted herein shall remain in effect unless terminated by a separate instrument approved by the City Attorney or his designee, executed by the City Manager of the City of Goodyear and recorded in the official records of the Maricopa County Recorder. The termination of this Agreement shall not take effect until the separate instrument described herein has been recorded in the official records of the Maricopa County Recorder.

10. COVENANT RUNS WITH THE LAND. This Agreement constitutes a covenant that runs with land for the benefit of the City and its successors and assigns and is binding upon Grantor and Grantor's Successors and Assigns.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, each of the Parties has caused this instrument to be executed in the manner appropriate for each.

GRANTOR:
W/C LAKIN 1B VIII, LLC,
a Delaware limited liability company

By: W/C Lakin JV VIII, L.L.C.,
a Delaware limited liability company,
Its sole member

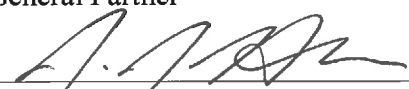
By: W Lakin Investors VIII, L.L.C.,
a Delaware limited liability company,
Its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
Its sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
Its Managing Member

By: Walton Street Managers, VIII, L.P.,
a Delaware limited partnership,
Its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
Its General Partner

By: 

Name: JAMES HOLMES

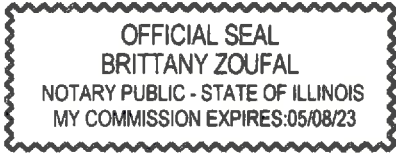
Title: VICE PRESIDENT

State of Illinois)
) ss.
County of Cook)

I, Brittany Zoufal, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Andrew J. Fleck, the Vice President of WSC MANAGERS, VIII, INC., a Delaware corporation, which is the General Partner of WALTON STREET MANAGERS, VIII, LP., a Delaware limited partnership, which is the General Partner of WALTON STREET REAL ESTATE FUND VIII, L.P., a Delaware limited partnership, which is the Managing Member of WALTON ACQUISITION HOLDINGS VIII, L.L.C., a

Delaware limited liability company, which is the Sole Member OF W LAKIN INVESTORS VIII, L.L.C., a Delaware limited liability company, which is an Authorized Member of W/C LAKIN JV VIII, L.L.C., a Delaware limited liability company, which is the Sole Member of W/C LAKIN 1B VIII, LLC,, a Delaware limited liability company, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument (Permanent Drainage Easement and Restrictive Covenant Agreement (Lakin Park – Phase 1) appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his free voluntary act and deed and as the free and voluntary act and deed of said entities for the uses and purposes therein set forth.

Given my hand and notarial seal this 11 day of August, 2021.



Brittany Zoufal
Notary Public
Printed Name: Brittany Zoufal
My Commission Expires: 05/08/23

Signatures, Acknowledgements and Exhibits Continued on Following Pages

CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing Permanent Drainage Easement and Restrictive Covenant Agreement (LAKIN PARK - PHASE 1) was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said City of Goodyear.

Notary Seal:

Notary Public

Exhibits on Following Pages

**LAKIN PARK
DRAINAGE EASEMENT
LEGAL DESCRIPTION**

A portion of land being situated within the Northeast Quarter and South Half of Section 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the East Quarter corner of said Section 26 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northeast corner thereof bears North 00°24'12" East, 2642.23 feet;

Thence North 00°24'12" East, 633.69 feet along the east line of the Northeast Quarter of said Section 26;

Thence leaving said east line, North 89°35'48" West, 323.82 feet to the **POINT OF BEGINNING**;

Thence South 68°31'41" West, 9.59 feet;

Thence South 61°51'29" West, 45.13 feet;

Thence South 46°59'46" East, 4.49 feet;

Thence South 09°52'06" West, 18.67 feet;

Thence South 66°53'43" West, 1311.62 feet;

Thence South 75°30'23" West, 844.52 feet;

Thence South 66°34'42" West, 430.92 feet;

Thence North 87°50'34" West, 19.80 feet;

Thence North 22°06'11" West, 60.40 feet;

Thence North 57°39'11" East, 23.10 feet to a non-tangent curve, concave northeasterly, having a radius of 107.97 feet, the center of which bears North 26°30'38" East;

Thence southeasterly along said curve, through a central angle of 45°52'37", an arc length of 86.45 feet to a non-tangent line;

Thence North 69°32'54" East, 325.32 feet;

Thence North 69°53'50" East, 419.34 feet;
Thence North 69°53'47" East, 1236.74 feet;
Thence North 70°11'52" East, 426.92 feet;
Thence North 58°37'19" East, 78.72 feet;
Thence South 82°07'56" East, 17.80 feet;
Thence South 46°59'46" East, 3.59 feet;
Thence North 61°53'34" East, 50.25 feet;
Thence North 68°33'08" East, 10.08 feet;
Thence South 20°56'28" East, 12.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 147,140 sq. ft. (3.3779 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1981
Date: April 2021



NE COR SEC 26,
T1N, R2W FOUND 3"
MCDOT BRASS CAP
IN HAND HOLE



2008.54'

COTTON LANE

N00°24'12"E 2642.23'

W/C LAKIN 1B VIII LLC
DOC #2021-0208367, MCR

N89°35'48"W
323.82'

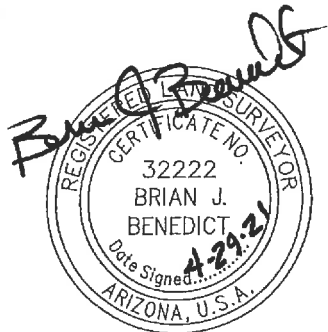
P.O.B.

633.69'

E 1/4 COR SEC 26,
T1N, R2W FOUND 3"
MCDOT BRASS CAP
IN HAND HOLE,
P.O.C.

N26°30'38"E
RADIAL
C1
L10
L9
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY
DOC #2013-0542642, MCR

BUCKEYE CANAL



P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PAGE 1 OF 2

PROJ.NO.:	1981
DATE:	APR 2021
SCALE:	N.T.S.
DRAWN BY:	GS
CHECKED BY:	BJB

LAKIN PARK
DRAINAGE EASEMENT
GOODYEAR, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S68°31'41"W	9.59'
L2	S61°51'29"W	45.13'
L3	S46°59'46"E	4.49'
L4	S09°52'06"W	18.67'
L5	S66°53'43"W	1311.62'
L6	S75°30'23"W	844.52'
L7	S66°34'42"W	430.92'
L8	N87°50'34"W	19.80'
L9	N22°06'11"W	60.40'
L10	N57°39'11"E	23.10'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L11	N69°32'54"E	325.32'
L12	N69°53'50"E	419.34'
L13	N69°53'47"E	1236.74'
L14	N70°11'52"E	426.92'
L15	N58°37'19"E	78.72'
L16	S82°07'56"E	17.80'
L17	S46°59'46"E	3.59'
L18	N61°53'34"E	50.25'
L19	N68°33'08"E	10.08'
L20	S20°56'28"E	12.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	107.97'	45°52'37"	86.45'



PAGE 2 OF 2

PROJ.NO.:	1981
DATE:	APR 2021
SCALE:	NONE
DRAWN BY:	GS
CHECKED BY:	BJB

LAKIN PARK
DRAINAGE EASEMENT
GOODYEAR, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

ITEM #: 9.
DATE: 08/30/2021
AI #:423



CITY COUNCIL ACTION REPORT

SUBJECT: ESTRELLA PARKWAY AND ESTRELLA FOOTHILLS HIGH SCHOOL TRAFFIC SIGNAL

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

OTHER PRESENTER(S):

Troy Tobiasson, Senior Project Manager

SUMMARY

Request Council approve the budgeted expenditure of \$865,000 for traffic signal equipment and construction for traffic signal construction at Estrella Parkway & Estrella Foothills High School.

Recommendation

Approve expenditure of funds in the amount of \$865,000 for the construction of a traffic signal at the intersection of Estrella Parkway & Estrella Foothills High School. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The cost of the traffic signal construction at Estrella Parkway & Estrella Foothills High School is budgeted in the FY2022 Capital Improvement Program (CIP) under Project 42021 with an approved budget of \$865,000.

BACKGROUND AND PREVIOUS ACTIONS

In 2020, the intersection was programmed into the FY2021-2025 CIP with design to be performed in FY2021 and construction to be completed in FY2022. Design was completed in FY2021.

STAFF ANALYSIS

Construction of the project is scheduled to begin in September 2021 and be completed by the end of February 2022.

Attachments

Presentation



**ESTRELLA PARKWAY & ESTRELLA FOOTHILLS
HIGH SCHOOL TRAFFIC SIGNAL**

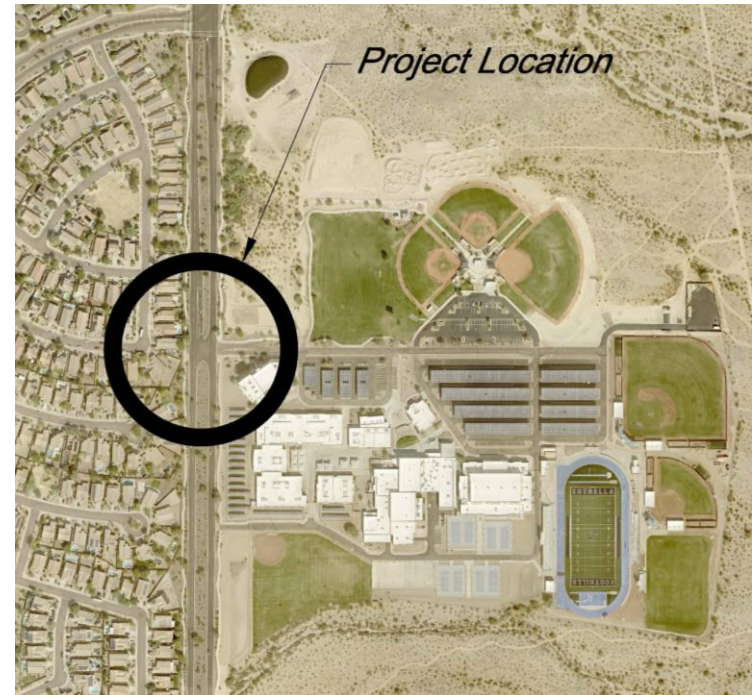
August 30, 2021

ESTRELLA PKWY & EFHS TRAFFIC SIGNAL



PROJECT DETAILS

- Design: Completed
- Construction Schedule: Sept 2021 – Feb 2022
- Construction Budget: \$865,000



ESTRELLA PKWY & EFHS TRAFFIC SIGNAL



STAFF RECOMMENDATION

- Approve expenditure of funds in the amount of \$865,000 for the construction of the traffic signal at the intersection of Estrella Parkway & Estrella Foothills High School.



ITEM #: 10.
DATE: 08/30/2021
AI #:459



CITY COUNCIL ACTION REPORT

SUBJECT: MAP OF DEDICATION FOR VAN BUREN STREET – WEST OF BULLARD AVENUE

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Rob Gaspard, Worksureau Architects

SUMMARY

A map of dedication to dedicate the right-of-way required to achieve a 65 feet Right of Way distance across the Cabana on Bullard frontage on West Van Buren Street in order to support the construction of necessary offsite infrastructure improvements for Cabana on Bullard.

Recommendation

Approve the Map of Dedication for Van Buren Street – West of Bullard Avenue, subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS

1. Any technical corrections to the Map of Dedication required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. Prior to recordation of the Map of Dedication, a current title report for the property shall be submitted and if there are any changes in ownership and/or lenders on the property, the Map of Dedication shall be modified to reflect the current ownership and current lender including on the Map of Dedication t a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being dedicated herein.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the City. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the City through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

Cabana on Bullard is a gated multi-family apartment project of 336 units located on the Northwest corner of W Van Buren Street and Bullard Avenue. The Cabana on Bullard Site Plan was approved by the Development Review Committee on February 4, 2021. This Map of Dedication has not been presented to Council previously.

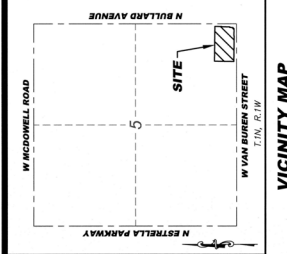
STAFF ANALYSIS

The right-of-way width established with this map of dedication (MOD) is consistent with the City of Goodyear Transportation Master Plan, the requirements in the City of Goodyear subdivision regulations and City of Goodyear Engineering Design Standards and Policies. The approval of this MOD will provide the necessary city right-of-way width in which Cabana on Bullard can construct the offsite infrastructure improvements required by the project.

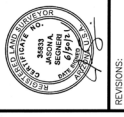
Attachments

Map of Dedication

Aerial Photo



MAP OF DEDICATION
VAN BUREN STREET - WEST OF BULLARD AVENUE
GOODYEAR, ARIZONA



DRAWING NAME	PC2011 PLUSE MOD
JOB NO.	PC2011
DRAWN BY	JAS
CHECKED BY	JAS
DATE	05/24/21
SCALE	1"=50'
SHEET	1 OF 2

LEGAL DESCRIPTION (SUBJECT PROPERTY)

THE SOUTH 1242 FEET OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 2789.19 FEET; AND

EXCEPT RANCHO MIRAGE, ACCORDING TO BOOK 918 OF MAPS, PAGE 35; AND

EXCEPT COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF PARCEL 2, AS DESCRIBED AS 97-0059536, OF OFFICIAL RECORDS; THENCE S 89° 00' 00" E 100.00 FEET TO THE POINT OF BEGINNING; THENCE S 89° 00' 00" E 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 53.04 FEET;

THENCE NORTH 47 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.85 FEET;

THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 184.69 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 705.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 26 MINUTES 31 SECONDS AN ARC DISTANCE OF 374.58 FEET;

THENCE NORTH 12 DEGREES 20 MINUTES 20 SECONDS EAST, A DISTANCE OF 241.94 FEET TO THE NORTH LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1242.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG AND WITH THE NORTH LINE OF PARCEL 2, A DISTANCE OF 797.37 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1187.00 FEET TO THE NORTH RIGHT OF WAY LINE OF

THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG AND WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 962.86 FEET TO THE TRUE POINT OF BEGINNING; AND

OWNER

BULLARD & VAN BUREN, LLC
850 VAN BUREN STREET, SUITE 101
SCOTTSDALE, AZ 85260
CONTACT: JASON SEIGER
JSEIGER@BULLARDVANBUREN.COM

ENGINEER

SURVEY INNOVATION GROUP, INC.
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: (480) 922-0780
CONTACT: JASON SEIGER
JSEIGER@SURVEYINGINNOVATION.COM

SURVEYOR

SURVEY INNOVATION GROUP, INC.
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PHOENIX, ARIZONA 85024
PHONE: (480) 922-0780
CONTACT: JASON SEIGER
JSEIGER@SURVEYINGINNOVATION.COM

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY RECORDS, SAID LINE BEARS SOUTH 89 DEGREES 26 MINUTES 31 SECONDS WEST.

MAP OF DEDICATION APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2021.

BY: MAYOR: GEORGIA LORD

BY: CITY CLERK: DARCIE MCCRACKEN

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2021.

BY: CITY ENGINEER: SUMEET MOHAN

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER THE PROVISIONS OF THE SURVEYING ACT OF FEBRUARY 20, 1928, AND THAT THE SURVEY IS CORRECT AND ACCORDING TO THE BEST OF MY KNOWLEDGE.

JASON A. SEIGER
REGISTERED PROFESSIONAL SURVEYOR, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: 480-922-0780
JSEIGER@SIGSURVEY.COM

6/20/21 DATE

THE SOUTH 1242 FEET OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 2789.19 FEET; AND

EXCEPT RANCHO MIRAGE, ACCORDING TO BOOK 918 OF MAPS, PAGE 35; AND

EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5; SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF PARCEL 2, AS DESCRIBED AS 97-0059536, OF OFFICIAL RECORDS; THENCE S 89° 00' 00" E 100.00 FEET TO THE POINT OF BEGINNING; THENCE S 89° 00' 00" E 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

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PHOENIX, ARIZONA 85024
PHONE: 480-922-0780
JSEIGER@SIGSURVEY.COM

6/20/21 DATE

LEGAL DESCRIPTION (RIGHT-OF-WAY DEDICATION)

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND BRASS CAP IN A HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 5, FROM WHICH A FOUND 'X' MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 5 BEARS NORTH 89 DEGREES 26 MINUTES 31 SECONDS EAST, A DISTANCE OF 58.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE

THENCE NORTH 89 DEGREES 26 MINUTES 31 SECONDS WEST, FOLLOWING SAID SECTION LINE, A DISTANCE OF 58.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE

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MAP OF DEDICATION APPROVAL

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BY: MAYOR: GEORGIA LORD

BY: CITY CLERK: DARCIE MCCRACKEN

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REGISTERED PROFESSIONAL SURVEYOR, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: 480-922-0780
JSEIGER@SIGSURVEY.COM

6/20/21 DATE

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }
KNOW ALL MEN BY THESE PRESENTS:

THAT BULLARD & VAN BUREN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS DEPOSITED UNDER THE NAME OF VAN BUREN STREET - WEST OF BULLARD AVENUE, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND BEING DEDICATED HEREON, EACH STREET SHALL BE KNOWN BY THE NAME GIVEN TO EACH RESPECTIVELY ON SAID MAP OF DEDICATION.

BULLARD & VAN BUREN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, ARIZONA, THE RIGHT OF WAY, IN FEEL, SHOWN ON SAID MAP OF DEDICATION AND INCLUDED IN THE PREMISE DESCRIBED HEREIN.

IN WITNESS WHEREOF: BULLARD & VAN BUREN, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREINTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS DAY OF _____, 2021.

BY: G. CABANA BULLARD, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: GREENLIGHT COMMUNITIES, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
ITS MANAGER

BY: RRP COMMERCIAL, LLC
AN ARIZONA LIMITED LIABILITY COMPANY
ITS MANAGER

BY: _____
ITS MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }
ON THIS _____ DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, AN ARIZONA LIMITED LIABILITY COMPANY, AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ DATE _____

BENEFICIARY'S CONSENT, RELEASE AND SUBORDINATION

FIRSTBANK, A COLORADO STATE BANKING CORPORATION IS THE BENEFICIARY UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FUTURE FILING DATED APRIL 29, 2021, AND RECORDING OF THIS MAP OF DEDICATION VAN BUREN STREET - WEST OF BULLARD AVENUE AND JOINS IN THE EXECUTION AND RECORDING OF THIS MAP OF DEDICATION VAN BUREN STREET - WEST OF BULLARD AVENUE AND JOES HEREBY RELEASE TO THE CITY OF GOODYEAR AS SHOWN ON THIS MAP OF DEDICATION, IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE SHALL NOT IN ANY MANNER AFFECT THE DEED OF TRUST AND GOVERN SECURED THEREBY UPON THE REMAINDER OF THE PROPERTY SUBJECT TO THE DEED OF TRUST.

THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS BENEFICIARY'S CONSENT, RELEASE, AND SUBORDINATION ON BEHALF OF FIRSTBANK, A COLORADO STATE BANKING CORPORATION.

ACKNOWLEDGEMENT

STATE OF _____ } SS
COUNTY OF _____ }
ON THIS _____ DAY OF _____, 2021, BEFORE ME, PERSONALLY APPEARED _____ AS _____ OF FIRSTBANK, A COLORADO STATE BANKING CORPORATION, THAT HE, SHE BEING AUTHORIZED TO DO SO EXECUTED THIS BENEFICIARY'S CONSENT, RELEASE, AND SUBORDINATION FOR THE PURPOSES SET FORTH HEREIN ON BEHALF OF SAID ENTITY.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

DATE: _____

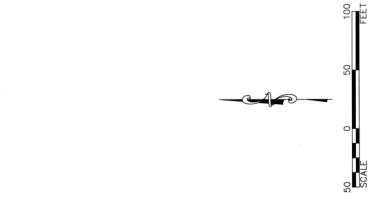
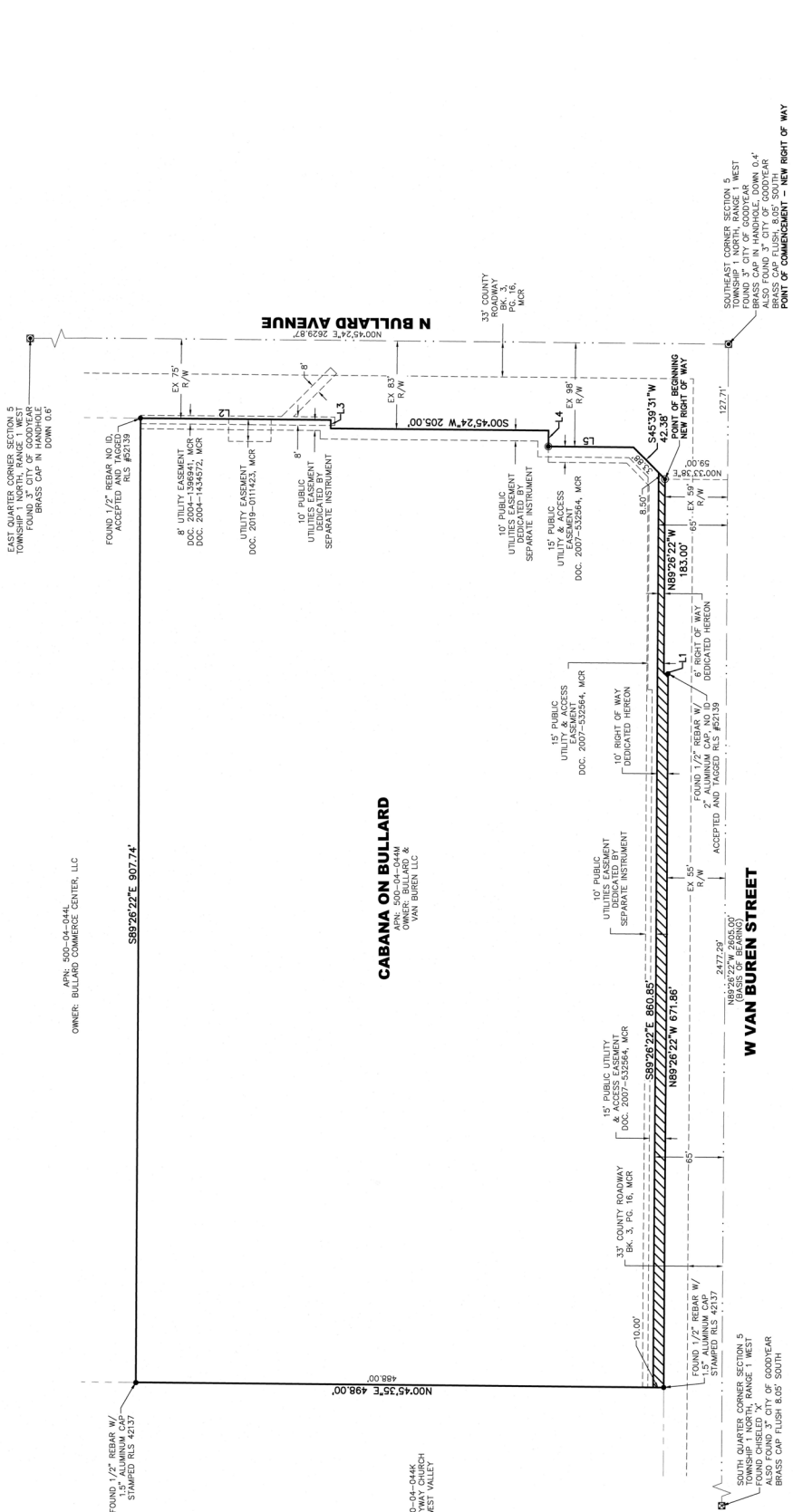
MY COMMISSION EXPIRES: _____

**MAP OF DEDICATION
VAN BUREN STREET - WEST OF BULLARD AVENUE
GOODYEAR, ARIZONA**



REVISIONS:

DRAWING NAME:
P-201 PUSE MOD
JOB NO. P5201
DRAWN: TH
CHECKED: JAS
DATE: 05/24/21
SCALE: 1"=50'
SHEET: 2 OF 2

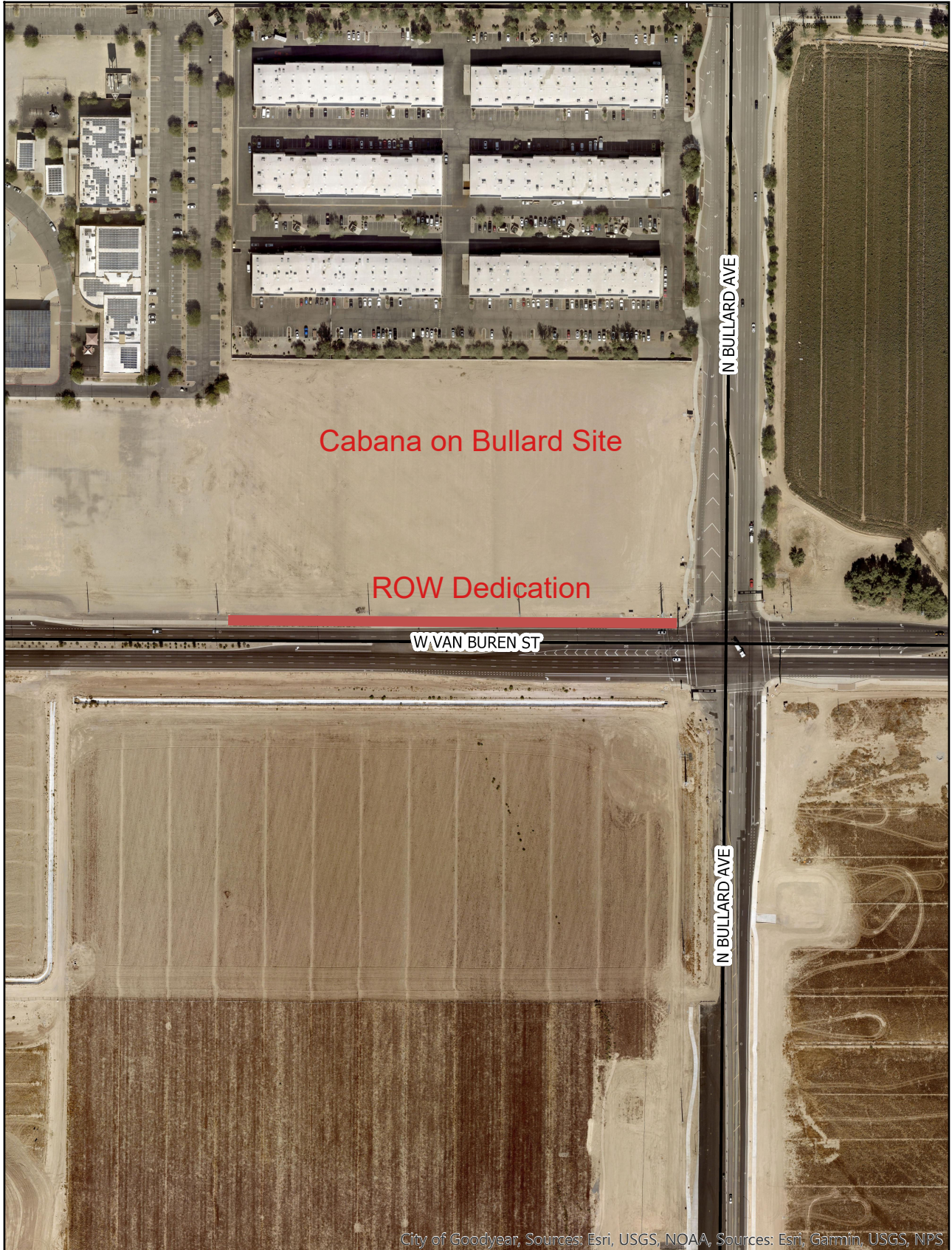


- LEGEND**
- RIGHT OF WAY DEDICATED HEREON
 - FOUND 1/2" REBAR, MONUMENT AS NOTED
 - FOUND BRASS CAP FLUSH
 - FOUND CHISELED 'X'
 - FOUND BRASS CAP IN HANDHOLE
 - TRAFFIC CONTROL EASEMENT
 - REGISTERED LAND SURVEYOR
 - BOOK NUMBER
 - PAGE NUMBER
 - REGISTERED LAND SURVEYOR
 - DOCUMENT NUMBER
 - RIGHT OF WAY
 - R/W
 - EX
 - BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - EASEMENT LINE
 - ADJACENT BOUNDARY LINE

AREA TABLE		
PARCEL	AREA (SQ FT)	AREA (AC)
R/W	7,832	0.180

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S00°38'38"W	4.00'
L2	S00°45'24"W	179.11'
L3	N89°38'45"W	8.00'
L4	N89°14'39"W	15.00'
L5	S09°45'24"W	80.00'

Van Buren Street - West of Bullard Avenue
Map of Dedication
North of Van Buren Street
West of N Bullard Avenue



21-550-00002 Van Buren Street - West of Bullard Avenue Map of Dedication

ITEM #: 11.
DATE: 08/30/2021
AI #:425



CITY COUNCIL ACTION REPORT

SUBJECT: MEMORANDUM OF UNDERSTANDING TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY AMONG VARIOUS PARTICIPATING ENTITIES, SALT RIVER VALLEY WATER USERS' ASSOCIATION, AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

STAFF PRESENTER(S): Javier Setovich, Public Works Director and Gretchen Erwin, Water Resources and Sustainability Manager

SUMMARY

The purpose of this non-binding Memorandum of Understanding (MOU) is to describe the cooperative efforts, roles, and responsibilities of the Parties related to supporting United States Department of the Interior's Bureau of Reclamation ("Reclamation") in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. Included in those cooperative efforts is the formation and participation in a steering committee and development of the following agreements: (1) a cost-share agreement among the Participating Entities and SRP; and (2) the development of a cost-share agreement among SRP and Reclamation.

Recommendation

Authorize the City Manager or her designee to take any and all actions to execute the MOU. (Javier Setovich, Public Works Director and Gretchen Erwin, Water Resources and Sustainability Manager)

FISCAL IMPACT

The MOU does not obligate the city to any expenditures at this time. Annual financial support will be requested in the future from all Participating Entities and SRP to support the feasibility study over a four-year period. The amount will be determined during the negotiation of the cost-share agreement which will be included in future budget processes for consideration within the water enterprise fund. Participation is non-binding and parties may drop from the study at will.

BACKGROUND AND PREVIOUS ACTIONS

Reclamation, in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP's Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona. Reclamation issued a draft report entitled "Verde Reservoirs Sediment Mitigation Study Appraisal Report" in May 2021 ("Draft Appraisal Report") recommending that Reclamation initiate a feasibility study.

Two options were identified in the draft appraisal study to raise Bartlett Dam allowing for new storage of Verde River water which could be available to Participating Entities. This water may be used off SRP project lands and could be available to Goodyear as an additional renewable water supply. The city has the infrastructure in place to take delivery of the new water due to our partnership and previous agreements with SRP.

The feasibility study is to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions ("Bartlett Dam Modification Feasibility Study").

STAFF ANALYSIS

Verde River water could be a new source of water for growth and an important component to the city's water supply portfolio. Verde River water is considered a "renewable" supply and therefore does not require replenishment. This would lessen the city's dependence on groundwater and future dependence on the Central Arizona Groundwater Replenishment District.

Previous agreements with SRP for wheeling our Central Arizona Project (CAP) water through canals and the city's construction of the pumping plant, transmission line, and water treatment facility would facilitate the use of the water.

The supply would be permanent. It is not a termed lease.

Attachments

Memorandum of Understanding
Presentation

MEMORANDUM OF UNDERSTANDING
TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY
AMONG VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

August __, 2021

1. PARTIES:

This nonbinding memorandum of understanding (“MOU”) to support the Bartlett Dam Modification Feasibility Study is entered into by those entities listed in the Contact List of Exhibit A (“Participating Entities”), the Salt River Valley Water Users' Association (“Association”), and the Salt River Project Agricultural Improvement and Power District (“District”). The Association and District are referred to collectively as “SRP.” SRP and the Participating Entities are referred to collectively as “Parties.”

2. BACKGROUND AND PURPOSE:

- a. The United States Department of the Interior’s Bureau of Reclamation (“Reclamation”), in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP’s Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.
- b. Reclamation issued a draft report entitled “Verde Reservoirs Sediment Mitigation Study Appraisal Report” in May 2021 (“Draft Appraisal Report”) recommending that Reclamation:
 - i. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions (“Bartlett Dam Modification Feasibility Study”);

- ii. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and
 - iii. Develop cost-share agreements necessary to support the successful completion of the Bartlett Dam Modification Feasibility Study.
- c. Reclamation is expected to release a final appraisal report by the end of calendar year 2021. The Parties support Reclamation's recommendations as identified in Subparagraph 2(b) and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce the reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.
- d. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. As described below, included in those cooperative efforts is the formation and participation in a steering committee as described in Paragraph 5(d) ("Steering Committee"), and development of the following agreements: (1) a cost-share agreement among the Participating Entities and SRP as described in Paragraph 5(a) ("Nonfederal Participating Entities Cost-Share Agreement"), and (2) the development of a cost-share agreement among SRP and Reclamation as described in Paragraph 4(b)(i) ("SRP-Reclamation Cost-Share Agreement").

3. TERM AND TERMINATION:

- a. This MOU will become effective upon execution by the Parties and, unless terminated under Subparagraph 3(b), will remain in effect until Reclamation issues a final report for the Bartlett Dam Modification Feasibility Study.
- b. This MOU will terminate in the event that Reclamation issues a final Verde Reservoirs Sediment Mitigation Study Appraisal Report that does not include a recommendation to study the feasibility of Bartlett Dam modification alternatives.
- c. This MOU and the provisions of this MOU may only be modified upon mutual written consent of the Parties.

4. RESPONSIBILITIES:

a. Mutual Responsibilities:

- i. The Parties will work cooperatively to develop the Nonfederal Participating Entities Cost-Share Agreement.
- ii. The Parties will work cooperatively to form and participate in the Steering Committee that is identified in Subparagraph 5(d) and will be further described by the Nonfederal Participating Entities Cost-Share Agreement.
- iii. The Parties will support and assist Reclamation to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as identified in the recommendations noted in Subparagraph 2(b). This support and assistance is expected to include funding of the Bartlett Dam Modification Feasibility Study by some or all of the Participating Entities, as will be specified by the Nonfederal Participating Entities Cost-Share Agreement. The Parties will provide data and information relevant to analyses that may include but are not limited to assessments of hydrology and climate change, demand for use of water supplies, environmental and cultural resources, economics, engineering, dam safety and flood control, and recreation.

b. SRP Responsibilities:

- i. SRP will work with Reclamation to develop the SRP-Reclamation Cost-Share Agreement as a mechanism for SRP to pay the nonfederal cost-share required for completing the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study, including the funds collected under the Nonfederal Participating Entities Cost-Share Agreement, for completing the Bartlett Dam Modification Feasibility Study.
- ii. SRP will consult with the Participating Entities on substantive decisions related to Reclamation developing a plan of study for the Bartlett Dam Modification Feasibility Study while it finalizes the Draft Appraisal Report.

SRP will be the single point of contact with Reclamation on behalf of the Parties and will lead communications with Reclamation related to the Bartlett Dam Modification Feasibility Study until the Nonfederal Participating Entities Cost-Share Agreement is executed.

iii. SRP will serve as chair of the Steering Committee.

c. Participating Entities Responsibilities:

i. Participating Entities will provide relevant data, information, opinions, and analyses related to the Bartlett Dam Modification Feasibility Study as reasonably requested by SRP or Reclamation in the event that Reclamation has/obtains authority to conduct the Bartlett Dam Modification Feasibility Study.

ii. Participating Entities will serve on the Steering Committee as appropriate to engage in collaboration and coordination with SRP to support Reclamation's completion of the Bartlett Dam Modification Feasibility Study as will be further defined in the Nonfederal Participating Entities Cost-Share Agreement.

iii. Participating Entities will coordinate and collaborate with SRP in efforts to communicate information related to the Bartlett Dam Modification Feasibility Study with elected officials and other relevant stakeholders on the project.

5. DEVELOPMENT OF THE NONFEDERAL PARTICIPATING ENTITIES COST-SHARE AGREEMENT:

a. The Parties will collaborate to develop the Nonfederal Participating Entities Cost-Share Agreement with a goal of execution in Fall 2021. The Nonfederal Participating Entities Cost-Share Agreement will describe how nonfederal costs will be allocated among SRP and any Participating Entities agreeing to share those costs to provide nonfederal funding to Reclamation and any appropriate contractors to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study.

- b. As part of the process to develop the Nonfederal Participating Entities Cost-Share Agreement, SRP and any Participating Entities agreeing to share the nonfederal costs will collaborate to determine the relative shares of the non-federal cost contribution in support of the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as recommended in the Draft Appraisal Report. The Parties understand that any cost-share contribution under the Nonfederal Participating Entities Cost-Share Agreement does not guarantee capacity in a future Modified Bartlett Dam in the event such a facility is constructed.
- c. The Nonfederal Participating Entities Cost-Share Agreement will be among SRP and any Participating Entities agreeing to share the nonfederal costs and will require those Participating Entities to submit funds to SRP for SRP to remit such funds to any necessary contractors or to Reclamation through the separate Reclamation-SRP Cost-Share Agreement.
- d. As part of the Nonfederal Participating Entities Cost-Share Agreement, the Parties will establish the Steering Committee chaired by SRP to provide timely and effective feedback and guidance to support Reclamation and any necessary contractors in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study and to facilitate coordination in communications with elected officials and other relevant stakeholders.

6. AUTHORIZED REPRESENTATIVES

Within thirty (30) days after execution of this MOU, SRP and each Participating Entity shall designate in writing to the other Parties an Authorized Representative and an Alternate to administer this MOU on behalf of the designating party. Written notice of a change of an Authorized Representative or Alternate shall be provided within thirty (30) days of such change. The Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Alternates shall have authority to amend, modify, or supplement this MOU. Agreements of the Authorized Representatives pursuant to this MOU shall be in writing and signed by them.

7. ADDITION AND WITHDRAWAL OF PARTICIPATING ENTITIES:

- a. Any Participating Entity may voluntarily withdraw from this MOU by providing thirty (30) days written notice to the other Parties as provided in Paragraph 8.
- b. Additional Participating Entities may be added to this MOU by the Steering Committee. Such additional Participating Entities may or may not (1) be parties to the Nonfederal Participating Entities Cost-Share Agreement, or (2) participate in the Steering Committee.

8. ADDRESSES FOR COMMUNICATIONS:

- a. All notices and communications under this MOU shall be addressed to the contacts set forth in Exhibit A. In the event Participating Entities are added to this MOU by the Steering Committee as described in Subparagraph 7(b), the Authorized Representatives shall update Exhibit A accordingly and distribute the updated Exhibit A to all of the Parties.
- b. The Parties may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

[signatures on the following pages]

9. SIGNATURES:

IN WITNESS WHEREOF, this MOU was executed by the Parties on the date first hereinabove written.

**SALT RIVER VALLEY WATER USERS'
ASSOCIATION**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

ARIZONA WATER COMPANY

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

**BUCKEYE WATER CONSERVATION AND
DRAINAGE DISTRICT**

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

**CENTRAL ARIZONA GROUNDWATER
REPLENISHMENT DISTRICT**

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF APACHE JUNCTION

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF AVONDALE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF BUCKEYE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF CHANDLER

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

TOWN OF GILBERT

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF EL MIRAGE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF GLENDALE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF GOODYEAR

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF MESA

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF PEORIA

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF PHOENIX

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF SCOTTSDALE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF SURPRISE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF TEMPE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

EPCOR USA, INC.

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

FORT MCDOWELL YAVAPAI NATION

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

ROOSEVELT WATER CONSERVATION DISTRICT

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

TOWN OF QUEEN CREEK

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

MEMORANDUM OF UNDERSTANDING
TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY
AMONG VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Exhibit A

Contact List

Arizona Water Company	Buckeye Water Conservation and Drainage District
Central Arizona Groundwater Replenishment District	City of Apache Junction
City of Avondale	Town of Gilbert
City of Buckeye	City of Chandler
City of El Mirage	City of Glendale
City of Goodyear	City of Mesa
City of Peoria	City of Phoenix
City of Scottsdale	City of Surprise
City of Tempe	EPCOR USA, Inc.
Fort McDowell Yavapai Nation	Roosevelt Water Conservation District
Town of Queen Creek	

MEMORANDUM OF UNDERSTANDING
TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY
AMONG VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Mailing Addresses

If to SRP:

Salt River Project
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2205

with a copy to:

Ronald J. Klawitter
Water System Projects Principal
Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2205

If to Arizona Water Company:

Arizona Water Company

c/o _____

with a copy to:

If to Buckeye Water Conservation and Drainage District:

Buckeye Water Conservation and Drainage District

c/o _____

with a copy to:

If to Central Arizona Groundwater Replenishment District:

Central Arizona Groundwater Replenishment District

c/o _____

with a copy to:

If to City of Apache Junction:

City of Apache Junction

c/o _____

with a copy to:

If to City of Avondale:

City of Avondale

c/o _____

with a copy to:

If to City of Buckeye:

City of Buckeye

c/o _____

with a copy to:

—

If to City of Chandler:

City of Chandler

c/o _____

with a copy to:

If to Town of Gilbert:

Town of Gilbert

c/o _____

with a copy to:

If to City of El Mirage:

City of El Mirage

c/o _____

with a copy to:

If to City of Glendale:

City of Glendale

c/o _____

with a copy to:

If to City of Goodyear:

City of Goodyear

c/o _____

with a copy to:

If to City of Mesa:

City of Mesa

c/o _____

with a copy to:

If to City of Peoria:

City of Peoria

c/o _____

with a copy to:

If to City of Phoenix:

City of Phoenix

c/o _____

with a copy to:

If to City of Scottsdale:

City of Scottsdale

c/o _____

with a copy to:

If to City of Surprise:

City of Surprise

c/o _____

with a copy to:

If to City of Tempe:

City of Tempe

c/o _____

with a copy to:

If to EPCOR USA, Inc.:

EPCOR USA, Inc

c/o _____

with a copy to:

If to FORT MCDOWELL YAVAPAI NATION:

FORT MCDOWELL YAVAPAI NATION

c/o _____

with a copy to:

If to ROOSEVELT WATER CONSERVATION DISTRICT:

ROOSEVELT WATER CONSERVATION DISTRICT

c/o _____

with a copy to:

If to TOWN OF QUEEN CREEK:

TOWN OF QUEEN CREEK

c/o _____

with a copy to:



Memorandum of Understanding
Verde Rivers Sediment
Mitigation Study
SRP and Participating Entities

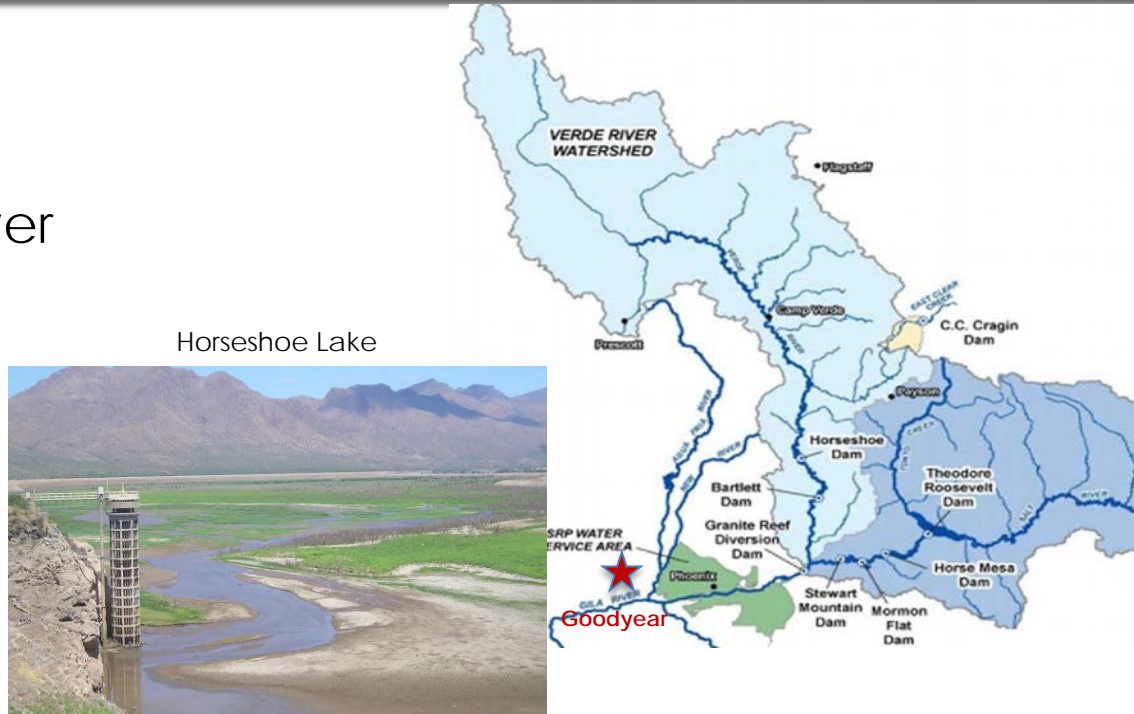
MOU

Verde Reservoirs Sediment Mitigation Study



PROBLEM AND NEED

- Sediment accumulation
- Restore lost capacity
- Increase overall Verde River storage capacity
- Water available to others
- Projected completion is 2035



Horseshoe Lake

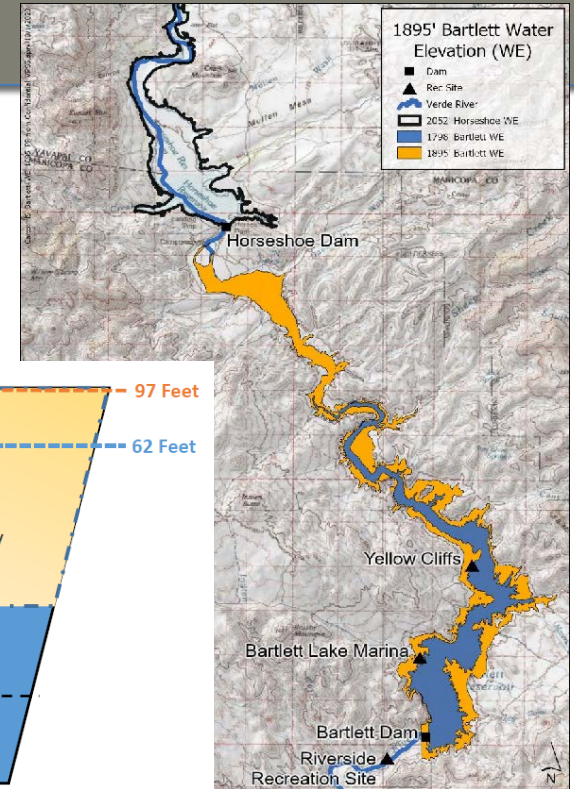
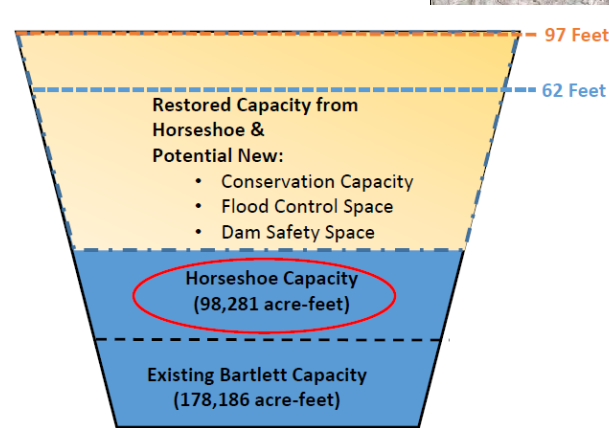
MOU

Verde Reservoirs Sediment Mitigation Study



OPPORTUNITY FOR GOODYEAR

- Potential for acquisition of new water supplies
- Renewable
- Existing partnership with SRP
- Delivery to the Surface Water Treatment Facility through existing infrastructure



MOU

Verde Reservoirs Sediment Mitigation Study



MEMORANDUM OF UNDERSTANDING PURPOSE

- Non-binding
- Supports US Bureau of Reclamation in completing the Feasibility Study
- Participate in the Steering Committee
- Assist with development of a Cost-Share Agreement
- May withdraw from study at any time

Bartlett Dam





CITY OF
Goodyear