

RESOLUTION NO. 2022-2247

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR PROLOGIS COMMERCE PARK; 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.

WHEREAS, Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company, and Prologis Commerce Park 2 QOZB, LLC, a Delaware limited liability company (collectively "Prologis") own approximately 112 acres of land generally located at the northeast corner of Yuma Road and Bullard Avenue Commonly known as Prologis Commerce Park (the "Property"); and

WHEREAS, the Property was conditionally rezoned as set forth in Ordinance 2018-1414 approved by the Mayor and Council of the City of Goodyear on December 17, 2018 (the "Approved Zoning"); and

WHEREAS, The Approved Zoning included certain obligations related to the development of the property, including obligations for the installation of enhanced landscaping improvements consistent with Bullard Avenue Corridor Design Treatment Strategies November 2018" (the "Bullard Avenue Enhanced Landscaping Improvements"), the conveyance of land needed for the entry features that the city will be installing (the "Yuma Corner Property"), and the payment of a proportionate share of the cost of various intersection traffic signals or the construction of certain traffic signals if warranted; and

WHEREAS, Prologis has installed a portion of the Bullard Avenue Enhanced Landscaping Improvements it is required to install and has fully completed certain of the traffic signals and is close to fully completing other traffic signals it is required to install; and

WHEREAS, the proposed development agreement provides for reimbursements for a proportionate share of the costs of certain of the traffic signals Prologis installed for which Prologis is not 100% responsible and for some of the costs Prologis incurred or will incur in the installation of the Bullard Avenue Enhanced Landscaping Improvements; and

WHEREAS, the proposed development agreement also sets forth the terms for the conveyance of a Yuma Corner Property where the entry features into the Bullard Corridor are to be installed; and

WHEREAS, the development agreement includes a commitment by Prologis to dedicate an easement to APS for the construction of power lines, 69kV or larger needed to support industrial development in the area; and

WHEREAS, the Developer and City desire to enter into this Agreement for the purpose of outlining and setting forth certain obligations and commitments of the Parties relative to the Property, intending this Agreement to be a "Development Agreement" within the meaning of A.R.S. § 9-500.05; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find that the proposed development agreement is in the best interests of the City and its residents.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve the Development Agreement for Prologis Commerce Park entered into by and between Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company, Prologis Commerce Park 2 QOZB, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation attached hereto as Exhibit 'A,' (the "Development Agreement").

SECTION 2. The City Manager is hereby authorized and directed to execute the Development Agreement attached hereto as Exhibit 'A' and the City Manager or his/her designee is hereby authorized and directed to take any and all actions and to execute any and all documents necessary to carry out the intent of this Resolution and the terms of this Development Agreement.

SECTION 3. This Resolution shall become effective thirty days after its passage and adoption as provided by law.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT 'A'

Development Agreement for Prologis Commerce Park

(on the following pages)

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
Office of the City Clerk
190 North Litchfield Rd.
Goodyear, Arizona 85338

DEVELOPMENT AGREEMENT FOR PROLOGIS COMMERCE PARK

This Development Agreement for Prologis Commerce Park is entered into by and between Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company, and Prologis Commerce Park 2 QOZB, LLC, a Delaware limited liability company (collectively "Prologis") and the City of Goodyear, an Arizona municipal corporation (the "City"). Prologis and the City are sometimes referred to individually as "Party" and collectively as "Parties".

RECITALS

A. WHEREAS, Prologis owns approximately 112 acres of land generally located at the northeast corner of Yuma Road and Bullard Avenue commonly known as Prologis Commerce Park at Goodyear, and as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property"); and

B. WHEREAS, the City conditionally rezoned the Property as set forth in Ordinance 2018-1414 approved by the Mayor and Council of the City of Goodyear on December 17, 2018 (the "Approved Zoning"); and

C. WHEREAS, the Approved Zoning is subject to compliance with various stipulations set forth in Ordinance 2018-1414 regarding the development of the Property; and

D. WHEREAS, one of the conditions of the Approved Zoning requires Owner (as defined below), at its sole cost, design, install, and construct enhanced landscape improvements, within the boundaries of the Property and outside the boundaries of the Property in accordance with the Bullard Avenue Corridor Design Treatment Strategies (as defined below); and

E. WHEREAS, this Agreement identifies enhanced landscaping that Owner is required to construct pursuant to the Approved Zoning and that Owner has committed to constructing to facilitate the development of the Property; and

F. WHEREAS, in exchange for the consideration set forth in this Agreement, the City has agreed to provide a partial reimbursement for the costs incurred in the design, installation and construction of the enhanced landscape improvements Owner is required to construct pursuant to the terms and conditions of this Agreement; and

G. WHEREAS, pursuant to applicable Development Regulations, which includes including the conditions of the Approved Zoning, Owner is required to construct and/or make in-lieu payments towards the cost of traffic signals adjacent to the Property; and

H. WHEREAS, Owner has made an in-lieu payment for Owner's proportionate share of the cost of a full traffic signal at the intersection of Bullard Avenue and Yuma Road; and

I. WHEREAS, Owner has constructed a full traffic signal, including traffic signal infrastructure on all four corners, at the intersection of Grant and Bullard Avenue, the need for which is driven solely by the development of the Property, and the cost of which Owner is 100% responsible; and

J. WHEREAS, Owner is required to convey in fee, lien free and free of encumbrances, the right-of-way within the Property upon which the traffic signal infrastructure at the intersection of Grant and Bullard Avenue has been constructed; and

K. WHEREAS, Owner is constructing or has constructed a full traffic signal (i.e. traffic signal infrastructure on all four corners of an intersection), at the intersection of Yuma Road and the 143rd alignment, and, subject to satisfaction of the terms set forth below, will be entitled to be reimbursed for up to 50% of the cost of such signal; and

L. WHEREAS, the City has collected \$67,638 from the owner of property adjacent to the intersection of Yuma Road and the 143rd Avenue alignment as an in-lieu payment for the cost of the full traffic signal at the intersection at Yuma Road and the 143rd Avenue alignment; and

M. WHEREAS, Owner has constructed a full traffic signal, including traffic signal infrastructure on all four corners, at the intersection of Bullard Avenue and the Harrison Road alignment, which has been accepted by the City Engineer (subject to a two-year warranty period), and Owner is entitled to be reimbursed for up to 75% of the cost of such signal upon satisfaction of the terms set forth below; and

N. WHEREAS, Owner is required to convey in fee, lien free and free of encumbrances, the right-of-way within the Property upon which the traffic signal infrastructure at the intersection of Bullard Avenue and the Harrison Road alignment has been constructed; and

O. WHEREAS, The City has collected \$504,365 from the owners of property adjacent to the intersection at Bullard Avenue and the Harrison Road alignment; and

P. WHEREAS, Owner made an in-lieu payment of 25% of the estimated cost of a full traffic signal (i.e. traffic signal infrastructure on all four corners of an intersection), at the intersection of Yuma Road and Bullard Avenue; and

Q. WHEREAS, Owner has agreed to provide, at no cost, an electrical utility line easement along and adjacent to the northern property line of the Property, to Arizona Public Service, in form and content reasonably satisfactory to Owner and Arizona Public Service, as further set forth in Section 7.1 below; and

R. WHEREAS, Prologis and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. DEFINITIONS: Capitalized Terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:

2.1. “Agreement” means this Development Agreement for Prologis Commerce Park entered into by and between Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company, Prologis Commerce Park 2 QOZB, LLC, a Delaware limited liability company, and the City of Goodyear, an Arizona municipal corporation, as it may be amended and restated and/or supplemented in writing in accordance with this Agreement from time to time, and all exhibits and schedules attached thereto. References to sections or exhibits are to this Agreement unless otherwise specified.

2.2. “Approved Zoning” means the current zoning applicable to the Property.

2.3. “Bullard Avenue Corridor Design Treatment Strategies” means the Bullard Avenue Corridor Design Treatment Strategies November 2018 referred to in Ordinance 2019-1428 and in Ordinance 2019-1429.

2.4. “Bullard Avenue Enhanced Landscaping Improvements” means the landscaping improvements reflected in that certain document titled Project Sol Phase Two Landscape Construction Documents (“HTE 19-5692-LS”) approved by the City Engineer or his designee on July 8, 2020 (the “Enhanced Landscape Plans”), which plans are consistent with the Bullard Avenue Corridor Design Treatment Strategies and include improvements within the Yuma Corner Property. A copy of the first page of the Enhanced Landscape Plans is attached hereto as Exhibit 2, with the entire set of Enhanced Landscape Plans being on file with the City Engineering.

2.5. “Bullard Avenue Enhanced Landscaping Reimbursement” means the amount equal to fifty-percent (50%) of the difference between the actual costs incurred for the construction of the Bullard Avenue Enhanced Landscaping Improvements and the Bullard Avenue Standard Landscaping Estimate ($0.5 \times (\text{Actual cost of constructing Bullard Avenue Enhanced Landscaping Improvements} - \text{Bullard Avenue Standard Landscaping Estimate})$). Notwithstanding the foregoing, the maximum amount of the Bullard Avenue Enhanced Landscaping Reimbursement shall not exceed \$164,500.

2.6. "Bullard Avenue Standard Landscaping Estimate" means the estimated installation and construction costs of the landscaping within and adjacent to the Bullard Avenue right-of-way had the minimum landscaping and features required by the applicable Development Regulations been installed, which estimate shall be reviewed and approved by the City Engineer in his/her reasonable discretion.

2.7. "City" means the City of Goodyear, an Arizona municipal corporation.

2.8. "City Engineer" means the City of Goodyear Director of Engineering or his or her designee.

2.9. "Development Application" means an application for the approval of any development related activities within all or part of the Property, including applications for zoning, use permits, preliminary plats, final plats, site plans, construction plans, and construction, including building, permits.

2.10. "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code); the Subdivision Regulations adopted by the City of Goodyear (currently Chapter 15 of the Goodyear City Code); the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards; the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.11. "External Infrastructure" means (i) public infrastructure improvements, including Storm Water Improvements, that are required by the City to be constructed in connection with the City's approval of a final plat or site plan, along, on, adjacent to, or outside the external boundaries of the Property subject to such final plat or site plan; (ii) public streets, other than Local Streets, that are required by the City to be constructed in connection with the City's approval of a final plat or site plan.

2.12. "Owner" means Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company, and Prologis Commerce Park 2 QOZB, LLC, a Delaware limited liability company and their respective Successors and Assigns.

2.13. "Permitted Exceptions" means those liens and encumbrances on the Yuma Corner Property that do not: impair the City's permanent ownership and occupancy of the Yuma Corner Property; interfere with the maintenance, repair, replacement and/or removal of the Yuma Corner Improvements; and interfere with the construction, maintenance, repair, replacement and/or removal of any monument sign within the Yuma Corner Property as determined by the City Engineer or his designee in the exercise of his/her reasonable discretion. Leasehold interests, and mortgages, Deeds of Trust or any other sort of liens that encumber the Yuma Corner Property shall not be Permitted Exceptions.

2.14. "Property" means approximately 112 acres of real property within the City of Goodyear, generally located at the northeast corner of Yuma Road and Bullard Avenue as legally described in Exhibit 1, attached hereto and incorporated herein by this reference.

2.15. "Successors and Assigns" means any person or entity that succeeds to or is assigned any interest in all or part of the Property except for the portion of the Property acquired by the City of Goodyear.

2.16. "Yuma Corner Improvements" means that portion of the Bullard Avenue Enhanced Landscaping Improvements that are to be constructed within the Yuma Corner Property.

2.17. "Yuma Corner Improvements Completion Date" means the date Owner completes the Yuma Corner Improvements and has been accepted by the City Engineer, subject to a two-year warranty period.

2.18. "Yuma Corner Improvements Completion Deadline" means June 30, 2022, subject to extension for force majeure and other events outside of Owner's reasonable control.

2.19. "Yuma Corner Property" means Tract A of Prologis Commerce Park at Goodyear according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 1535 of Maps, Page 32, with such parcel measuring approximately 125' x 125'.

3. EFFECTIVE DATE. The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties, and (ii) the date the Resolution approving this Agreement becomes effective, such later date hereafter defined as the "Effective Date".

4. EXPIRATION DATE: This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

5. OWNER'S GENERAL OBLIGATION. The following general obligations apply to the development of the Property:

5.1. OWNER'S OBLIGATION. Except as otherwise expressly provided in this Agreement, or any other written agreement between the City and Owner approved by the Mayor and Council of the City of Goodyear, and as a condition of development of the Property, Owner shall, at its sole cost, purchase all capital equipment, and design, install, and construct all public infrastructure, within the boundaries of the Property and outside the boundaries of the Property as required in applicable Development Regulations, and as may be determined by the City Engineer or his Designee as being needed to allow the City to serve the Property based on approved studies and analysis required in the applicable Development Regulations, such as utility studies and traffic impact studies/analysis, at all phases of development through build-out.

5.2. DEVELOPMENT REGULATIONS. Except as otherwise expressly provided in this Agreement, and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific Development Application is approved, whichever is later. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the relevant Development Application is approved.

5.3. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure related to the use or development of the Property that may be required by federal, state, county or city laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads for the Property. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example, but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

5.4. FUTURE CONDITIONS AND APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement as set forth herein. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. Except as otherwise provided in this Agreement, the Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, except as otherwise provided in this Agreement, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies,

procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

6. OWNER'S SPECIFIC OBLIGATIONS. The following specific obligations apply to the development of the Property:

6.1. Bullard Avenue Enhanced Landscaping. Owner shall design, construct and install, at Owner's sole cost except as otherwise provided in this Agreement, the Bullard Avenue Enhanced Landscaping Improvements. The construction/installation of the Bullard Avenue Enhanced Landscaping Improvements has been phased.

6.1.1. The City acknowledges and agrees that the Bullard Avenue Enhanced Landscaping Improvements (other than the Yuma Corner Improvements) have been completed and accepted by the City Engineer (subject to a two-year warranty period). Except for any of the Bullard Avenue Enhanced Landscaping Improvements located within the Yuma Corner Property, Owner shall be responsible for maintaining the Bullard Avenue Enhanced Landscaping Improvements following their completion.

6.1.2. The Yuma Corner Improvements shall be completed and accepted by the City Engineer (subject to a two-year warranty period) on or before the Yuma Corner Improvements Completion Deadline. Except as otherwise expressly provided herein, the City may issue a temporary certificate of occupancy, but shall not issue a permanent certificate of occupancy, for any structure or portion thereof after the Effective Date until the Yuma Corner Improvements have been completed and accepted by the City Engineer, subject to a two-year warranty period. Assuming all other conditions required for the issuance of a temporary certificate of occupancy have been satisfied, the City shall issue temporary certificates of occupancy for structures on the Property prior to the completion and acceptance of the Yuma Corner Improvements provided the City has received financial assurances in the form of cash collateral, either on deposit with the City or in an escrow account with terms for withdrawal acceptable to the City Attorney or his/her designee, in an amount sufficient to cover 110% of an engineer's estimated costs of completing the Yuma Corner Improvements.

6.2. Traffic Signal at Bullard Avenue and Harrison Street Alignment. The City acknowledges and agrees that Owner designed, constructed, and installed, at Owner's sole cost except as otherwise provided herein, all traffic signal infrastructure improvements for a full traffic signal at the intersection of Bullard Avenue and the Harrison Street alignment consistent with plans approved by the City Engineer or his designee, and that Owner's only remaining obligations regarding this signal are (a) Owner's obligations during the completion of the two-year warranty period, and (b) the conveyance to the City, in fee and at no cost to the City, of the portion of the Property upon which the traffic signal infrastructure improvements have been constructed (the "Bullard/Harrison Traffic Signal ROW"). Such conveyance shall be lien free and free of all encumbrances that conflict with the City's ownership of the Bullard/Harrison Traffic Signal ROW, and the City's operation, maintenance, repair and replacement of traffic signal infrastructure on the Bullard/Harrison Traffic Signal ROW. The Bullard/Harrison Traffic Signal ROW shall be conveyed to the City as provided herein prior to the issuance of any building permits, any

temporary certificates of occupancy and any certificates of occupancy for any structures on the Property after the Effective Date.

6.3. Traffic Signal at Yuma Road and 143rd Avenue Alignment. Owner shall design, construct and install, at Owner's sole cost except as otherwise provided in this Agreement, all traffic signal infrastructure improvements needed for a full traffic signal at the intersection of Yuma Road and the 143rd alignment consistent with plans approved by the City Engineer or his designee. The traffic signal at the intersection of Yuma Road and the 143rd Avenue alignment shall be completed and accepted by the City Engineer subject to the completion of the two-year warranty period prior to the issuance of any temporary certificate of occupancy or certificate of occupancy for any structure on the Property after the Effective Date.

6.4. Traffic Signal at Grant and Bullard Avenue. The City acknowledges and agrees that Owner designed, constructed, and installed, at Owner's sole cost all traffic signal infrastructure improvements needed for a full traffic signal at the intersection of Grant and the Bullard Avenue consistent with plans approved by the City Engineer or his designee, and that Owner's only remaining obligations regarding this signal are: (a) Owner's obligations during the completion of the two-year warranty period, and (b) the conveyance to the City, at no cost to the City and in fee, of the portion of the Property upon which the traffic signal infrastructure improvements have been constructed (the "Bullard/Grant Traffic Signal ROW"). Such conveyance shall be lien free and free of all encumbrances that conflict with the City's ownership of the Bullard/Grant Traffic Signal ROW, and the City's operation, maintenance, repair and replacement of traffic signal infrastructure on the Bullard/Grant Traffic Signal ROW. The Bullard/Grant Traffic Signal ROW shall be conveyed to the City as provided herein prior to the issuance of any building permits, any temporary certificates of occupancy and any certificates of occupancy for any structures on the Property after the Effective Date.

6.5. Early Dedications. Notwithstanding anything to the contrary in this Agreement, Owner agrees to complete any of the dedications or conveyances required in this Agreement, which are not already conveyed via separate instrument(s), within thirty (30) days of a written request by the City Engineer or his designee for such dedication or conveyance.

7. ARIZONA PUBLIC SERVICE (APS) ELECTRIC UTILITY EASEMENT. The Owner hereby agrees as follows:

7.1. APS Electrical Utility Easement. Owner acknowledges and agrees if Arizona Public Service (APS) requests an electrical utility easement within the Property along the length of the W. Harrison Street alignment from 143rd Avenue to Bullard Avenue, Owner shall, at no cost to APS, grant such easement(s) per Arizona Public Service (APS) standards for a 69KV and/or greater above ground electrical utility line. The easement shall be a maximum of one hundred and twenty feet wide, shall be in form and content reasonably acceptable to Owner and APS, and shall run along and adjacent to the northern property line of the Property.

8. CITY'S OBLIGATIONS AND ACKNOWLEDGEMENTS. The City hereby agrees as follows:

8.1. Bullard Avenue Enhanced Landscaping Reimbursement. Following the completion of the Bullard Avenue Enhanced Landscaping Improvements, and subject to Owner's compliance with the terms and conditions of this Agreement, including the requirements in Section 11, and all subsections therein as applicable, the City shall pay the Owner that incurred the cost of the Bullard Avenue Enhanced Landscaping Improvements the Bullard Avenue Enhanced Landscaping Reimbursement. Within thirty (30) days after the date of completion of the applicable requirements set forth in Section 11 and all subsections therein, the City shall remit to such Owner plan review and permit fees collected for development within the Property that have not been used to reimburse any Owner for any of the other infrastructure improvements identified in this Agreement to pay for the Bullard Avenue Enhanced Landscaping Reimbursement. In the event the initial payment referred to above is not sufficient to pay the full amount of the Bullard Avenue Enhanced Landscaping Reimbursement, the City shall, within thirty (30) days after the date of receipt of any additional plan review and permit fees collected for development within the Property), remit such fees, provided such fees have not been paid to any Owner for any other infrastructure improvements identified in this Agreement until the Bullard Avenue Enhanced Landscaping Reimbursement has been fully paid or until the reimbursement obligation expires as set forth herein. The reimbursement of plan review and permit fees collected for development within the Property is the sole source of reimbursement for this obligation.

8.2. Traffic Signal Reimbursement – Bullard Avenue and Harrison Street. Following the completion of the full traffic signal at the intersection of the Bullard Avenue and the Harrison Street alignment, and subject to Owner's compliance with the terms and conditions of this Agreement, including the requirements in Section 11, and all subsections therein as applicable, the City shall reimburse the Owner that paid for the cost of the traffic signal infrastructure improvements at Bullard Avenue and the Harrison Street Alignment up to 75% of the actual cost of the traffic signal infrastructure improvements up to a maximum of \$504,365, within thirty (30) days after the date of completion the applicable requirements set forth in Section 11 below. The City has collected a total of \$504,365 from the owners of property adjacent to three of the four corners of the traffic signal towards the cost of the traffic signal, and the \$504,365 will be the sole source of reimbursement for this obligation. No reimbursements shall be made for the costs of the traffic signal infrastructure at the intersection of Bullard Avenue and Harrison Street until Owner has conveyed the Bullard/Harrison Traffic Signal ROW to the City in accordance with the requirements in Section 6.2.

8.3. Traffic Signal Reimbursement – Yuma Road and 143rd Avenue Alignment. Following the completion of the full traffic signal at the intersection of the Yuma Road and 143rd Avenue alignment, and subject to Owner's compliance with the terms and conditions of this Agreement, including the requirements in Section 11, and all subsections therein as applicable, the City shall reimburse the Owner that paid for the cost of the traffic signal infrastructure improvements at the intersection of Yuma Road and the 143rd Avenue alignment 50% of the actual cost of the traffic signal infrastructure improvements. Within thirty (30) days after the date of completion of the applicable requirements set forth in Section 11 below, the City shall pay such Owner the \$67,638 previously collected from an adjacent property owner. The remainder of the reimbursement owed for the cost of the traffic signal infrastructure improvements at the intersection of Yuma Road and the 143rd Avenue Alignment infrastructure shall be paid from in-lieu payments collected from other property owners who are responsible for contributing towards

the costs of such signal or from plan review and permit fees collected for development within the Property that have not been used to reimburse any Owner for any of the other infrastructure improvements identified in this Agreement, within thirty (30) days of the receipt of any such funds, until the reimbursement referred to herein has been fully paid or until the reimbursement obligations expires as set forth herein.

8.4. Expiration of Reimbursement. The obligation to reimburse plan review and permit fees collected for development within the Property shall expire fifteen years from the Effective Date.

9. RESERVED.

10. YUMA CORNER PROPERTY. Subject to the terms set forth herein, Owner hereby agrees, upon written request from the City, to sell the Yuma Corner Property to the City, lien free and free of all encumbrances except for those encumbrances that do not interfere with the construction, maintenance, repair, replacement and/or removal of the Bullard Avenue Enhanced Landscaping Improvements and or the monument sign the City plans on constructing within the Yuma Corner Property as determined by the City Engineer in the exercise of his reasonable discretion.

10.1. Choice of Appraiser. Upon the written request of the City, the owner of the Yuma Corner Property and the City shall agree upon a third-party Arizona Certified General Appraiser to determine the fair market value of the Yuma Corner Property. If the Owner of the Yuma Corner Property and the City cannot reach agreement upon a third-party appraiser within thirty (30) days of the date of the City's written request, the City shall submit to the owner of the Yuma Corner Property three names of Arizona Certified General Appraisers the City has used to appraise property the City has acquired within the past five years, and the owner of the Yuma Corner Property shall be entitled to choose which of the three appraisers on the list shall determine the fair market value of the Yuma Corner Property. The fee of the third-party appraiser shall be shared equally by the owner of the Yuma Corner Property and the City. The Owner of the Yuma Corner Property shall remit to the City 50% of the cost of the appraisal within thirty (30) days after the date the Owner and the City agree upon the third-party appraiser.

10.2. Sale of Yuma Corner Property. Owner and the City agree that if the Bullard Avenue Enhanced Landscaping Improvements have been completed within the Yuma Corner Property prior to the City's acquisition of the Yuma Corner Property, the appraisal for the Yuma Corner Property shall not include any value for the Bullard Avenue Enhanced Landscaping Property (i.e. the Yuma Corner Property shall be appraised as if it is undeveloped). Upon the completion of the appraisal by the third-party appraiser, the City shall purchase the Yuma Corner Property for the fair market value as determined by the third-party appraiser, subject to the Yuma Corner Property being free from all liens and all encumbrances except for those encumbrances that do not interfere with the construction, maintenance, repair, replacement and/or removal of the Bullard Avenue Enhanced Landscaping Improvements and or the monument sign the City plans on constructing within the Yuma Corner Property as determined by the City Engineer in the exercise of his reasonable discretion.

10.3. Escrow. An escrow with an Escrow Agent shall be established with such Escrow Agent reasonably agreed upon by the owner of the Yuma Corner Property and the City to handle the sale of the Yuma Corner Property. Owner of the Yuma Corner Property and the City shall agree upon the Escrow Instructions, which shall be consistent with the terms set forth in this Agreement. The costs of the escrow shall be shared equally between the owner of the Yuma Corner Property, including the costs of the title insurance policy. The escrow referred to herein shall be opened within forty-five (45) days of the date of the third-party appraiser completes its appraisal.

10.4. Conveyance Requirements. The Yuma Corner Property shall be conveyed to the City lien free and free of all encumbrances except for the Permitted Exceptions. Owner shall be responsible, at Owner's sole cost, for the removal of all liens and encumbrances except the Permitted Exceptions. Upon the determination of the City Attorney or his designee that all liens and encumbrances on the Yuma Corner Property except the Permitted Exceptions have been removed and/or subordinated, the Yuma Corner Property shall be conveyed to the City by special warranty deed in the form attached hereto as Exhibit 3.

10.5. Re-Purchase. If the City decides to dispose of the Yuma Corner Property, Owner of the portion of the Property adjacent to the Yuma Corner Property on the east side (the "Adjacent Owner") the City shall notify the Adjacent Owner in writing of its intent to dispose of the Yuma Corner Property and the Adjacent Owner shall have the right, upon written request submitted to the City within thirty days of the date of the City's notice, to purchase the Yuma Corner Property subject to the terms set forth below. The purchase price for the Yuma Corner Property shall be the amount the City paid for the Yuma Corner Property.

10.6. City Purchase Deadline. If the City has not previously acquired the Yuma Corner Property, the City shall submit to Owner a written request to purchase the Yuma Corner Property, which request shall be made no later than the later of (a) nine (9) months after the Effective Date, and (b) ten (10) business days after the Yuma Corner Improvements Completion Date. The Owner shall not be required to sell the Yuma Corner Property unless the written request referred to herein has been received within the time period set forth herein.

10.7. Continuing Obligations. Except for Owner's obligations to complete the Bullard Avenue Enhanced Landscaping Improvements within the Yuma Corner Property, and the City's obligation to sell the Yuma Corner Property pursuant to Section 10.5 and all subsections therein, this Agreement shall not apply to the Yuma Corner Property once the Yuma Corner Property has been conveyed to the City. If the City acquires the Yuma Corner Property prior to the completion of the Bullard Avenue Enhanced Landscaping Improvements, Owner shall be responsible for completing the Bullard Avenue Enhanced Landscaping Improvements, and the City shall provide Owner with any easements needed to access the Yuma Corner Property, in form and content reasonably acceptable to the City.

11. REIMBURSEMENTS. The following conditions apply to the City's reimbursement obligations in this Agreement.

11.1. Bullard Avenue Enhanced Landscaping Improvements. The Bullard Avenue Enhanced Landscaping Reimbursement shall be paid to the Owner who paid for the Bullard Avenue Enhanced Landscaping Improvements. No reimbursements shall be made until all of the following have occurred: (i) the Bullard Avenue Enhanced Landscaping Improvements have been fully completed approved, and, if required by the City, conveyed in whole or in part to the City, lien free and at no cost to the City; (ii) the City has accepted the improvements to be conveyed to the City, subject to a 2-year warranty period on such improvements; and (iii) all documentation reasonably requested by the City Engineer of his/her designee to establish the right to reimbursement, such as documentation establishing lien releases, documents establishing the cost of the landscaping or such other documentation in accordance with applicable Development Regulations.

11.2. Traffic Signal Reimbursement Bullard Avenue and Harrison Street. The reimbursement for the traffic signal infrastructure improvements at the intersection of Bullard Avenue and the Harrison Street alignment described in section 8.2 above, shall be paid to the Owner who paid for the traffic signal infrastructure improvements. No reimbursements shall be made until: (i) all right-of-way within the Property upon which any of the traffic signal infrastructure improvements for the traffic signal at Bullard Avenue and Harrison Street are located (the "Bullard/Harrison Traffic Signal ROW") has been conveyed to the City, lien free, and free of any encumbrances that conflict with the City's ownership of the Bullard/Harrison Traffic Signal ROW and/or the City's operation, maintenance, repair and replacement of traffic signal infrastructure on the Bullard/Harrison Traffic Signal ROW; and (ii) all documentation reasonably requested by the City Engineer of his/her designee to establish the right to reimbursement and the amount of reimbursement, such as documentation establishing lien releases, documents establishing the cost of the infrastructure, and such other documentation as may be required in accordance with applicable Development Regulations.

11.3. Traffic Signal Reimbursement Yuma Road and 143rd Avenue. The reimbursement for the traffic signal infrastructure improvements at the intersection of Yuma Road and the 143rd Avenue alignment described in section 8.3 above, shall be paid to the Owner who paid for the traffic signal infrastructure improvements. No reimbursements shall be made until the traffic signal infrastructure improvements at the intersection of Yuma Road and the 143rd Avenue alignment described in section 8.3 above for which reimbursement is sought have been completed and accepted by the City Engineer or his/her designee subject to a 2-year warranty period on such improvements. No reimbursements except for the reimbursement of the \$67, 638 collected from an adjacent property owner shall be made until all documentation reasonably requested by the City Engineer of his/her designee to establish the right to reimbursement and the amount of reimbursement, such as documentation establishing compliance with Title 34 as applicable, lien releases, documents establishing the cost of the infrastructure, and such other documentation as may be required in accordance with applicable Development Regulations.

12. ENTIRE AGREEMENT. This Agreement and the exhibits referred to herein and attached hereto, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

13. AMENDMENTS. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

14. Notices and Filings. Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 190 North Litchfield Road Goodyear, Arizona 85338	The Owners: Prologis c/o Market Officer 2525 E Camelback Road Suite 400 Phoenix, Arizona 85016
copy to: City of Goodyear Attn: Director of Engineering 190 North Litchfield Road Goodyear, Arizona 85338	copy to: Prologis c/o Legal Department 1800 Wazee Street Suite 500 Denver, Colorado 80202
copy to: City of Goodyear Attn: City Attorney 190 North Litchfield Road Goodyear, Arizona 85338	

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

15. COVENANTS RUNNING WITH THE LAND. The rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property except for the portion of the Property conveyed to the City of Goodyear, and they shall be covenants running with the land.

16. SUCCESSORS AND ASSIGNS. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns; provided, however, that Owner's rights and obligations hereunder may be assigned only upon prior written

consent by the City, which shall not be unreasonably withheld, in whole or in part, by written instrument, however any assignment to any subsequent owner of all or any portion of the Property may be made without further consent from the City.

17. NO AGENCY OR PARTNERSHIP. Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

18. CONFLICTS OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

19. BUSINESS DAYS. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

20. DEFAULTS AND REMEDIES. Any Party shall be in default under this Agreement ("Default") if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term or condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice (or such other time period as agreed upon in writing by the Parties) and cures such deficiencies within a reasonable time thereafter.

21. NO WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

22. MEDIATION. If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The terms of this section 22 shall survive the expiration or earlier termination of this Agreement.

23. WAIVER OF JURY TRIAL. **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY,**

ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this section 23 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

24. LIMITATION ON CLAIMS. IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this section 24 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

25. SECTION HEADINGS. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

26. FAIR INTERPRETATION. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this section 26 shall survive the expiration or earlier termination of this Agreement.

27. CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this section 27 shall survive the expiration or earlier termination of this Agreement.

28. SURVIVAL CLAUSE: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of partnership for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this section 28 to other provisions in the Agreement.

29. REPRESENTATIONS AND WARRANTIES OF OWNER. As of the Effective Date of this Agreement, Owner represents and warrants the following:

29.1. Ownership. Owner is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable.

29.2. Authorization. Owner is a Delaware limited partnership company, qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

29.3. Due Diligence. Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained herein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

30. REPRESENTATIONS AND WARRANTIES OF CITY. As of the Effective Date of this Agreement, the City represents and warrants the following:

30.1. Approval. City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

30.2. Authorization. City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

31. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

32. PAGE NUMBERING. The page numbering of this document is exclusive of the exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

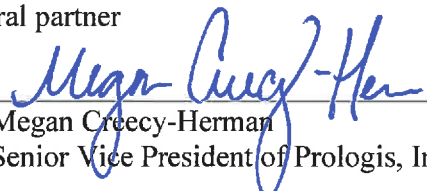
OWNER:

Prologis Commerce Park 1 QOZB LLC,
A Delaware limited liability company

By: Prologis Commerce Park QOF 2 LLC,
a Delaware limited liability company
its managing member

By: Prologis, L.P.,
a Delaware limited Partnership
its managing member

By: Prologis, Inc.,
A Maryland corporation
Its general partner

By: 
Megan Creecy-Herman
Senior Vice President of Prologis, Inc.

Signatures, Acknowledgements, and Exhibit on Following Pages

Prologis Commerce Park 2 QOZB LLC,
A Delaware limited liability company

By: Prologis Commerce Park QOF 2 LLC,
a Delaware limited liability company
its managing member

By: Prologis, L.P.,
a Delaware limited Partnership
its managing member

By: Prologis, Inc.,
A Maryland corporation
Its general partner

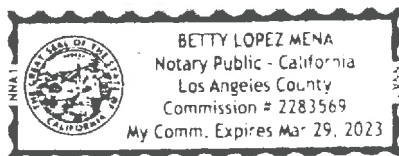
By: Megan Creecy-Herman
Megan Creecy-Herman
Senior Vice President of Prologis, Inc.

State of California)
County of Los Angeles)

Before me, Betty Lopez Mena - Notary, on this day personally appeared Megan Creecy-Herman, proved to me by his Arizona driver's license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on behalf of Prologis, as Senior Vice President of Prologis, Inc., general partner of Prologis, L.P., a Delaware limited partnership, managing member of Prologis Commerce Park QOF 2 LLC, a Delaware limited liability company, managing member of Prologis Commerce Park 1 QOZB LLC, a Delaware limited liability company, and Prologis Commerce Park 2 QOZB LLC, a Delaware limited liability company, as its authorized person, for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office this 11 day of May, 2022.

(Seal)



[Signature]
Notary Public Signature

Signatures, Acknowledgements, and Exhibit on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Julie Karins
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Development Agreement for Prologis Commerce Park is entered into by and between Prologis Commerce Park 1 QOZB, LLC, a Delaware limited liability company, Prologis Commerce Park 2 QOZB, LLC, a Delaware limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this _____ day of _____, 2022, by Julie Karins, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibit on Following Pages

EXHIBIT "1"

Legal Description

LOTS 1 THROUGH 5, INCLUSIVE AND TRACT A, OF PROLOGIS COMMERCE PARK
AT GOODYEAR, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE
COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1535
OF MAPS, PAGE 32

PHASE TWO LANDSCAPE CONSTRUCTION DOCUMENTS

PROJECT TEAM

A. ALL GENERAL CONSTRUCTION NOTES SHALL APPLY.

B. ALL SIGNS, MOUNTAIN WALLS AND SITE LIGHTING REQUIRE SEPARATE BUILDING APPROVAL.

C. ALL FIRE HYDRANTS SHALL REQUIRE A 7'00" CLEARANCE IN ALL DIRECTIONS TO ANY NEW OR EXISTING LANDSCAPE.

D. SUBSTITUTIONS IN TYPE, AND/OR DEVIATIONS IN SIZE OR QUANTITY FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GILBOYEA. (CONTACT THE CITY LANDSCAPE TECHNICIAN REGARDING ALL PLANTING AND IRRIGATION SUBSTITUTIONS AT 623-932-3504.)

- [illegible]

[illegible]

1. CONTRACTOR SHALL INSTALLER TO MARK A NO-TREE ZONE, AT 30' INTERVALS, WHICH WILL INCLUDE THE CENTERLINE OF RID PIPE AND A 25' OFFSET BOTH SIDES OF RID PIPE. ALL PLANTINGS WITHIN THIS ZONE TO BE CONFIRMED TO MATCH PLANS PRIOR TO INSTALLATION.
2. PLANT IDENTIFICATION TAGS FOR ALL PLANTINGS WITHIN NO-TREE ZONE TO REMAIN ON PLANTS UNTIL RID CONSTRUCTION OBSERVER HAS CONFIRMED AND ACCEPTED PLANTING LOCATION.
3. ANY PLANTINGS NOT SPECIFICALLY NOTED CATED B. APPROVED LANDSCAPE PLANS CANNOT BE SUBSTITUTED WITHOUT RID REVIEW AND WRITTEN CONSENT.

A. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.

B. ALL CONSTRUCTION SHALL CONFORM TO THE CITY ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL (EDS&PM), CITY STANDARD DETAILS, AND CURRENT MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKING CONSTRUCTION.

C. THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS RANGE TOLERANCE OF CONSTRUCTION PERMITS. HOWEVER,

- [illegible]

The Roosevelt Irrigation District (RID) has reviewed these plans solely for conformance to RID standards and specifications as required for RID irrigation and/or storage facilities. It is makes no representations or warranties regarding the suitability, and/or adequacy, of the plans for any construction to meet, build, or otherwise satisfy, the intended purpose. RID approves these plans for concept only and accepts no liability for errors or omissions. A/C Right-of-Way Crossing Permit required prior to construction.

Carroll Smith 06/25/2020

ROOSEVELT IRRIGATION DISTRICT	
RID PERMIT NUMBER	NOT APPLICABLE
DATE	

S. BULLARD AVENUE

SHEET L1.1 L2.1	SHEET L1.2 L2.2	SHEET L1.7 L2.7	SHEET L1.8 L2.8
SHEET L1.2 L2.2	SHEET L1.3 L2.3	SHEET L1.5 L2.5	SHEET L1.6 L2.6
SHEET L1.3 L2.3	SHEET L1.4 L2.4	SHEET L2.5 L2.6	
SHEET L2.1 L2.2	SHEET L2.3 L2.4		

W. YUMA ROAD

S. 143RD AVENUE

SCALE: 1" = 100'

VICINITY MAP

MOMENTUM LINE
RIGHT OF WAY
PROPERTY LINE
EASEMENT
CONTOUR
FLOW LINE
GRADE BREAK
STORM PIPE
FLOW ARROW
STORM DRAIN MANHOLE
BRICKP
CONCRETE

MONUMENT LINE	1" = 10' 0" 1" = 10' 0" 1" = 10' 0"	JUNCTION BOX
RIGHT-OF-WAY	1" = 10' 0" 1" = 10' 0" 1" = 10' 0"	TELEPHONE MANHOLE
PROPERTY LINE	1" = 10' 0" 1" = 10' 0" 1" = 10' 0"	ELECTRICAL MANHOLE
EASEMENT	1" = 10' 0" 1" = 10' 0" 1" = 10' 0"	BOLLARD
MAJOR CONTOUR	1" = 10' 0" 1" = 10' 0" 1" = 10' 0"	
MINOR CONTOUR	1" = 10' 0" 1" = 10' 0" 1" = 10' 0"	

Discipline	Company/Contact Info
CIVIL/ENGR	PROLOGOS 17777 CANTERWOOD DRIVE NORTH SUITE 110 GERRYSTON, IA 50033 PHONE: 800-874-8725 EMAIL: INFO@PROLOGOS.COM CONTACT: BLANK KIELLEY
LANDSCAPE ARCHITECT	HAMPTON ENTERPRISES, INC. 1400 NORTH 17TH STREET SCOTTSDALE, ARIZONA 85258 PHONE: 480-989-9305 CONTACT: ALICE HENNINGTON EMAIL: ALICEN@HAMPTONENTERPRISESINC.COM
ENGINEER	UNIVERSITY OF UTAH 1400 SOUTH 17TH STREET, #200 SCOTTSDALE, ARIZONA 85258 PHONE: 480-989-9305 CONTACT: ERIK EASLEY EMAIL: EASLEY@UTENTERPRISESINC.COM
ARCHITECT	WPA, INC. 38001 BARBERAN AVENUE, STE 180 RYNNE, CA 94571 PHONE: 925-935-2116 CONTACT: HOSKIN BELL EMAIL: HOSKIN@WPA.COM

SHEET	PAGE #	TITLE
L-0.1	1	COVER SHEET
L-0.2	2	LANDSCAPE LEGEND & NOTES
L-0.3	3	IRRIGATION LEGEND & NOTES
L-1.1	4	PLANTING PLAN
L-1.2	5	PLANTING PLAN
L-1.4	7	PLANTING PLAN
L-1.5	8	PLANTING PLAN
L-1.6	9	PLANTING PLAN
L-1.7	10	PLANTING PLAN
L-1.8	11	PLANTING PLAN
L-2.1	12	IRRIGATION PLAN
L-2.2	13	IRRIGATION PLAN
L-2.3	14	IRRIGATION PLAN
L-2.4	15	IRRIGATION PLAN
L-2.5	16	IRRIGATION PLAN
L-2.6	17	IRRIGATION PLAN
L-2.7	18	IRRIGATION PLAN
L-2.8	19	IRRIGATION PLAN
L-3.1	20	IN PLANTING OFF-LOG
L-3.2	21	IRRIGATION DETAILS
L-3.3	22	IRRIGATION DETAILS

CITY OF BOGOTEA - PLAN APPROVAL	
REVIEW AND RECOMMENDATION OFFICIAL BY:	
FIRE DEPARTMENT	DISPOSAL
LANDSCAPING	WATER &
PLUMBING	SEWER
ROOFING	PLUMBING
STREET	SIGNING &
LIGHTS	STREETING
APPROVED BY:	
PLAN'S EXAMINER	DATE
	7/8/2020

AG-SUB "C" CERTIFICATION I HEREBY CERTIFY THAT THE AG-SUB "C" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF		
BY	DATE	(RCL)
2019-5692-LS-001		

When recorded Mail to:

Exhibit "3"

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

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

GRANTOR:

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
20 .

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

By: _____

Its: _____ Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me
this _____ day of _____, 20 by , as of .

Notary Public

GRANTEE:

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

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me
this _____ day of _____, 20 by _____, as
_____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal
corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION