

When recorded Mail to:

City of Goodyear
City Clerk / JK
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-76

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**CITY OF GOODYEAR AND
GOODYEAR SARIVAL SS, LLC
BUILDING B EAST WALL EASEMENT AGREEMENT**

THIS CITY OF GOODYEAR AND GOODYEAR SARIVAL SS, LLC BUILDING B EAST WALL EASEMENT AGREEMENT ("Agreement") is entered into and effective as of the "Agreement Date" defined below, by and between the City of Goodyear, an Arizona municipal corporation (the "City"), and "Goodyear Sarival SS, LLC" as defined in Article II, Section 2.1. The City of Goodyear or the Goodyear Sarival SS, LLC may be referred to as a "Party" to this Agreement, or the City of Goodyear and the Goodyear Sarival SS, LLC may be referred to collectively as the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the City owns the "Goodyear Fire Station 184 Property" as defined in Article II, Section 2.1; and

WHEREAS, the Goodyear Sarival SS, LLC owns the "Pueblo Verde Storage Property" as defined in Article II, Section 2.1; and

WHEREAS, the City approved a special use permit, and the City approved the "Site Plan" as defined in Article II, Section 2.1 to permit Goodyear Sarival SS, LLC to construct a convenience storage (mini-storage) use/development on an approximately 3.8-acre Pueblo Verde Storage Property which is part of the larger 6.52-acre "Pueblo Verde Neighborhood Commercial Property" which is zoned C-1 (Neighborhood Commercial) and located at the southeast corner of Sarival Avenue and Yuma Road; and

WHEREAS, the City and the Goodyear Sarival SS, LLC desire to enter into this Agreement to define the easement terms and the agreement terms between Parties since the "Building B" depicted on said Site Plan is approved by the City to be constructed upon the Pueblo Verde Storage Property with a zero setback and said Building B construction will require the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property; and, the Building B east wall will become and function as the new west rear yard (side) wall of the Goodyear Fire Station 184 Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

ARTICLE I **THE AGREEMENT/RECITALS**

Section 1.1. Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and the Goodyear Sarival SS, LLC, with regard to the construction of "Building B" as depicted on the attached Site Plan upon the Pueblo Verde Storage Property with a zero setback, and with regard to the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property, and with regard to the Building B east wall perpetually functioning as the new west rear yard (side) wall of the Goodyear Fire Station 184 Property.

Section 1.2. Term. The term of this Agreement shall commence on the Agreement Date and shall continue into perpetuity, and this Agreement shall be recorded against and shall run with Goodyear Fire Station 184 Property and the Pueblo Verde Storage Property.

Section 1.3. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II **DEFINITIONS**

Section 2.1. Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement:** This Agreement to memorialize the covenants and agreements between the City and the Goodyear Sarival SS, LLC, with regard to the construction of "Building B" as depicted on the attached Site Plan upon the Pueblo Verde Storage Property with a zero setback to be constructed on the property line adjacent to Fire Station 184 Property, and with regard to the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property, and with regard to the Building B east wall perpetually functioning as the new west rear yard (side) wall of the Goodyear Fire Station 184 Property.
- (b) **Agreement Date:** The date that the last party to this Agreement executes this Agreement.
- (c) **Building B:** The Pueblo Verde Storage Property building depicted on the Site Plan as "Building B."
- (d) **City:** City of Goodyear, an Arizona municipal corporation.

- (e) Goodyear Fire Station 184 Property: The real property (and not including the interior of any building structures) addressed as 16161 W. Yuma Road, Goodyear, AZ 85338, and legally described in Exhibit A, attached hereto and made a part hereof.
- (f) Goodyear Sarival SS, LLC: Goodyear Sarival SS, LLC, an Arizona limited liability company.
- (g) Pueblo Verde Storage Property: The real property addressed as _____ W. Yuma Road, Goodyear, AZ 85338, and legally described in Exhibit B, attached hereto and made a part hereof.
- (h) Site Plan: The City approved Site Plan, attached hereto as Exhibit C, and made a part hereof, which depicts Building B and was approved by the City to permit Goodyear Sarival SS, LLC to construct a convenience storage (mini-storage) use/development on an approximately 3.8-acre Pueblo Verde Storage Property which is part of the larger 6.52-acre "Pueblo Verde Neighborhood Commercial Property" which is zoned C-1 (Neighborhood Commercial) and located at the southeast corner of Sarival Avenue and Yuma Road as depicted in said site plan.
- (i) Gap Area: Any area on the Pueblo Verde Storage Property that is east of Building B but is enclosed within the walled area of the Goodyear Fire Station 184 Property following the construction of Building B and following the construction of the Goodyear Fire Station 184 Property wall connections to the east side of Building B as shown in Exhibit D attached hereto and made a part hereof.
- (j) Goodyear Permanent Easement Area: That part of the Pueblo Verde Storage Property that the City is granted a permanent easement over, under, across and through pursuant to the terms of Article III, Section 3.1, paragraph (t), and said Goodyear Permanent Easement Area is legally described and depicted in Exhibit E, attached hereto and made a part hereof.

ARTICLE III **COVENANTS AND AGREEMENTS**

Section 3.1. Covenants and Agreements of the Goodyear Sarival SS, LLC. The Goodyear Sarival SS, LLC covenants and agrees with the City that:

- (a) Site Plan Compliance: Goodyear Sarival SS, LLC agrees that the construction of Building B shall be performed in compliance with the Site Plan attached hereto as Exhibit C.
- (b) Non-Interference with Fire Station Operations: Goodyear Sarival SS, LLC agrees that construction and maintenance of Building B shall be performed at the sole expense of the Goodyear Sarival SS, LLC, such that the aesthetics, safety, integrity, security, and on-going operations of the Goodyear Fire Station 184 Property shall not be negatively impacted.

- (c) No Permanent Access to Goodyear Fire Station 184 Property: Goodyear Sarival SS, LLC agrees that Building B shall be constructed and maintained such that after completion of the construction of Building B, there is no possible way to enter from Building B to the Goodyear Fire Station 184 Property. The Goodyear Sarival SS, LLC agrees that there will be no doors, exits, or windows along the east wall of said Building B.
- (d) Building B East Wall Color and Materials: Goodyear Sarival SS, LLC agrees that the east wall of Building B shall be constructed and maintained to match the theme, color and materials of the currently existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property.
- (e) Security and Safety: Goodyear Sarival SS, LLC agrees that Building B shall be constructed with adequate security and safety measures approved by the City to secure the Goodyear Fire Station 184 Property during construction of Building B and to facilitate the safe operation of the Goodyear Fire Station 184 Property during construction of Building B. Goodyear Sarival SS, LLC agrees that prior to the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property, Goodyear Sarival SS, LLC and its construction contractor will meet with the commanding Fire Department Officer of the Goodyear Fire Station 184 at least forty-eight (48) hours prior to any construction to coordinate said security and safety measures such that the construction of Building B can be accomplished with minimal disruption to the operations of the Goodyear Fire Station 184 Property. Goodyear Sarival SS, LLC agrees further that there will be no construction or other vehicular traffic through the Goodyear Fire Station 184 Property. Once the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property is removed for the construction of Building B, the Goodyear Sarival SS, LLC construction contractor shall install temporary fencing such that the Goodyear Fire Station 184 Property rear yard area is secured and Goodyear Sarival SS, LLC shall use commercially reasonable efforts to conduct all the Building B construction activities on the west side of said temporary fencing.
- (f) Financial Security: Goodyear Sarival SS, LLC agrees to deposit \$75,000.00 in cash with the City prior to the City's issuance of a building permit to construct Building B, connect the Goodyear Fire Station 184 existing yard walls to the east wall of said Building B, and restore the Goodyear Fire Station 184 Property. Said \$75,000.00 cash deposit will become due and payable back to Goodyear Sarival SS, LLC without any accrued interest immediately following the City's final inspection and acceptance of said building/wall improvements and restoration work. The City shall make all efforts to perform its final inspection as soon as is reasonably practical after completion of said building/wall improvements and restoration work by Goodyear Sarival SS, LLC. Goodyear Sarival SS, LLC agrees further that the City may utilize said \$75,000.00 cash deposit to complete the construction of the east wall of said Building B, connect the Goodyear Fire Station 184 existing yard walls to the east wall of said Building B, and restore the damaged and disturbed areas of the Goodyear Fire Station 184

Property if Goodyear Sarival SS, LLC and its construction contractor(s) fail to complete said building/wall improvements and restoration work within two hundred and seventy (270) days following the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property and the installation of temporary fencing as described above in paragraph (e).

- (g) Indemnification. Goodyear Sarival SS, LLC agrees to indemnify, defend and hold harmless the City, and its officers and employees, from all liabilities, damages, losses and costs, including reasonable attorneys' fees and court costs, caused by the negligence, recklessness and/or intentional misconduct of Goodyear Sarival SS, LLC, and/or its contractors who perform work or provide labor, services, and materials for the construction or maintenance of Building B, or during the occupation and/or restoration of the Goodyear Fire Station 184 Property pursuant to the terms of this Agreement.
- (h) Minimum Scope and Limits of Insurance. Goodyear Sarival SS, LLC agrees to require its "Contractors" who perform work or provide labor, services, and materials for the construction or maintenance of Building B, or during the occupation and/or restoration of the Goodyear Fire Station 184 Property pursuant to the terms of this Agreement to obtain and maintain in full force and effect all of the following minimum scope of insurance coverages described below in paragraph (i) through (k) with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc. rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- (i) Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury, property damage, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this Agreement. A general liability insurance policy may not be written on a "claims made" basis. These limits may be met through a combination of primary and excess liability coverage.
- (j) Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

- (k) Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (l) Endorsements/Certificates of Insurance. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following requirements described below in paragraphs (m) through (o):
- (m) Additional Insureds. "The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (n) Primacy of Coverage. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and non-contributory.
- (o) Certificates of Insurance. Contractor shall provide the City with certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any activities or services under this Agreement.
- (p) No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the work, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Agreement.
- (q) Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Agreement, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect

coverage provided to the City, its officers, officials, agents, employees and volunteers.

- (r) Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Agreement, except after prior written consent from the City. Notice will be sent as required herein.
- (s) Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- (t) Grant of Permanent Easement Rights: Goodyear Sarival SS, LLC hereby grants to the City a non-exclusive permanent easement (for the benefit of the Goodyear Fire Station 184 Property) over, across, under and through the Goodyear Permanent Easement Area (including access to the interior of the Building B storage units) for the purpose of providing the City with the permanent right (but not the obligation) to use, maintain and reconstruct the east wall of said Building B to serve as the west rear yard (side) wall securing and serving said Goodyear Fire Station 184 Property, and for the purpose of providing the City with the permanent right (but not the obligation) to use and maintain the Gap Area.
- (u) Maintenance and Reconstruction: Goodyear Sarival SS, LLC agrees, at its sole expense, to maintain, paint, and repair the east wall of Building B into perpetuity such that the east wall of Building B is neat, clean and aesthetically pleasing as viewed from the Goodyear Fire Station 184 Property, and if necessary, Goodyear Sarival SS, LLC agrees, at its sole expense, to reconstruct the east wall of Building B with the theme, color and materials that match the rear yard (side) wall located upon the Goodyear Fire Station 184 Property. Goodyear Sarival SS, LLC agrees further that if Goodyear Sarival SS, LLC fails to maintain, paint, repair and/or reconstruct the east wall of Building B as required herein, the City may serve notice of default pursuant to Article IV of this Agreement and after expiration of the "cure period," the City may proceed to enter into the Goodyear Permanent Easement Area and perform any reasonable maintenance, repairs and/or reconstruction of the east wall of Building B. Thereafter, the City shall invoice Goodyear Sarival SS, LLC (or its successor in interest to the Pueblo Verde Storage Property) for said costs incurred by the City, and said City invoice shall be due and payable within thirty (30) days of the City's issuance of said invoice.
- (v) Extension and Connection of Existing Goodyear Fire Station 184 Property Yard Walls to the East Wall of Building B: Goodyear Sarival SS, LLC agrees, at its sole expense, to construct and extend the existing northern and southern Goodyear Fire Station 184 Property yard walls that currently run east-to-west such that they connect to the east wall of Building B and share a common theme, color and materials that match the

rear yard (side) walls located upon the Goodyear Fire Station 184 Property as well as matching the common theme, color and materials of the east wall of Building B.

- (w) Restoration of the Goodyear Fire Station 184 Property: Goodyear Sarival SS, LLC agrees, at its sole expense, to restore the damaged and disturbed areas of the Goodyear Fire Station 184 Property, when it removes the existing west Goodyear Fire Station 184 Property yard wall and constructs Building B as shown on the Site Plan, and when it extends the existing east/west Goodyear Fire Station 184 Property yard walls such that they connect to the east wall of Building B. The Parties anticipate that said construction will require the restoration of the landscaped area (and possibly the curbing and pavement areas) lying east of Building B that becomes damaged and disturbed during the Building B construction and during the deconstruction/reconstruction of the west yard wall of the Goodyear Fire Station 184 Property. Goodyear Sarival SS, LLC agrees further that said damaged and disturbed landscaping (and possibly curbing and pavement) will be replaced and restored contemporaneously with the completion of Building B. Goodyear Sarival SS, LLC also agrees, at its sole expense, to restore said landscaped area such that the disturbed landscaped area will be covered with decomposed granite and/or landscape plants and rocks to match the established Goodyear Fire Station 184 Property landscape theme.

Section 3.2. Covenants and Agreements of the City. The City covenants and agrees with the Goodyear Sarival SS, LLC that:

- (a) License: The City hereby grants the Goodyear Sarival SS, LLC, and its contractors a revocable license during the term of this Agreement to access and occupy the Goodyear Fire Station 184 Property to perform work or provide labor, services, and materials for the construction, reconstruction, and/or maintenance of Building B, and for the restoration of the Goodyear Fire Station 184 Property pursuant to the terms of this Agreement.
- (b) Coordinated Use of the License: After the initial construction of Building B pursuant to Section 3.1 (e), Goodyear Sarival SS, LLC agrees to provide the commanding Fire Department Officer of the Goodyear Fire Station 184 at least forty-eight (48) hours prior notice of any scheduled need to access and occupy the Goodyear Fire Station 184 Property to perform work or provide labor, services, and materials for the reconstruction, and/or maintenance of Building B. Goodyear Sarival SS, LLC, agrees further that any access or occupation of the Goodyear Fire Station 184 Property shall be preceded by an in-person meeting with the commanding Fire Department Officer of the Goodyear Fire Station 184 to discuss and agree upon security and safety measures such that there will be minimal disruption to the operations of the Goodyear Fire Station 184 Property.

ARTICLE IV
DEFAULT AND REMEDIES UPON DEFAULT

Section 4.1. Default. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a thirty (30) day cure period within which the specified default or defaults must be cured. If the nature of the cure is such that it can-not be completed within the thirty (30) day period, the cure shall be commenced within the thirty (30) day cure period and diligently pursued to completion. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

Section 4.2. No Remedy Exclusive. No remedy herein conferred upon or reserved to a party to this Agreement shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1. Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to City:	City of Goodyear Attn: City Manager 190 N. Litchfield Road Goodyear, AZ 85338
If to Goodyear Sarival SS, LLC:	Goodyear Sarival SS, LLC Attn: John Hartman 4915 E. Baseline Road, Suite 105 Gilbert, AZ 85234

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

Section 6.2. Non-Assignability. Neither the City nor the Goodyear Sarival SS, LLC shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 6.3. Running of Benefits and Burdens, and Binding Effect. This Agreement is entered into, and the benefits and burdens hereof, shall run with the land described herein and are binding upon and inure to the benefit and the burden of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

Section 6.4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.5. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Goodyear Sarival SS, LLC.

Section 6.6. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.7. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.8. Governing Law. This Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles. Any action arising out of this Agreement shall be commenced and maintained in Maricopa County Superior Court, State of Arizona.

Section 6.9. Cautions. The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 6.10. Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. §38-511.

(Signatures and Acknowledgements on the following pages)

IN WITNESS WHEREOF, the City and the Goodyear Sarival SS, LLC have caused this Agreement to be executed by its duly authorized representatives.

CITY OF GOODYEAR,
an Arizona municipal corporation

By _____
Julie Karins

Its: City Manager

NOTARY BLOCK

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Julie Karins to me personally known, who by me duly sworn, each did say that she is the City Manager of the City of Goodyear, an Arizona municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Attest:

Notary Public

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

**GOODYEAR SARIVAL SS, LLC,
an Arizona limited liability company**

By: John K. Hartman

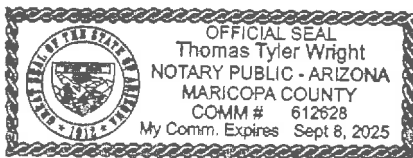
Name: John K. Hartman

Its: Member

NOTARY BLOCK

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 12th day of MAY, 2021, before me a Notary Public within and for said County, personally appeared JOHN HARTMAN to me personally known, who by me duly sworn, each did say that he/she is the MEMBER of Goodyear Sarival SS, LLC, an Arizona limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors and said MEMBER acknowledged said instrument to be the free act and deed of said limited liability company.



[Signature]
Notary Public

EXHIBIT A

Legal Description of the Goodyear Fire Station 184 Property

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, 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 THE NORTHWEST CORNER OF SAID SECTION 18, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SECTION 18 BEING A BRASS CAP IN A HANDHOLE, BEARS NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 5147.33 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 740.70 FEET;

THENCE DEPARTING SAID LINE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 176.00 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 45 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 76.63 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 45.82 FEET;

THENCE SOUTH 08 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 65.76 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 350.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32 DEGREES 46 MINUTES 52 SECONDS, A DISTANCE OF 200.24 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 293.91 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, A DISTANCE OF 456.51 FEET BACK TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Pueblo Verde Storage Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A portion of land lying within Section 18, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 18, from which the North quarter corner thereof bears North 89 degrees 53 minutes 00 seconds East, 2561.35 feet;

Thence along the North line of the Northwest quarter of said Section 18, North 89 degrees 53 minutes 00 seconds East, 473.66 feet;

Thence leaving said North line, South 00 degrees 07 minutes 00 seconds East, 75.00 feet to the POINT OF BEGINNING;

Thence along a line that is parallel and 75.00 feet South of the afore mentioned North line, North 89 degrees 53 minutes 00 seconds East, 267.25 feet;

Thence leaving said parallel line, South 00 degrees 23 minutes 37 seconds East, 414.51 feet;

Thence South 89 degrees 53 minutes 00 seconds West, 460.10 feet;

Thence North 00 degrees 00 minutes 28 seconds West, 164.52 feet;

Thence North 89 degrees 53 minutes 00 seconds East, 170.00 feet;

Thence North 00 degrees 00 minutes 25 seconds East, 170.00 feet;

Thence North 89 degrees 53 minutes 00 seconds East, 20.00 feet;

Thence North 00 degrees 00 minutes 02 seconds West, 79.99 feet to the POINT OF BEGINNING.

EXHIBIT C

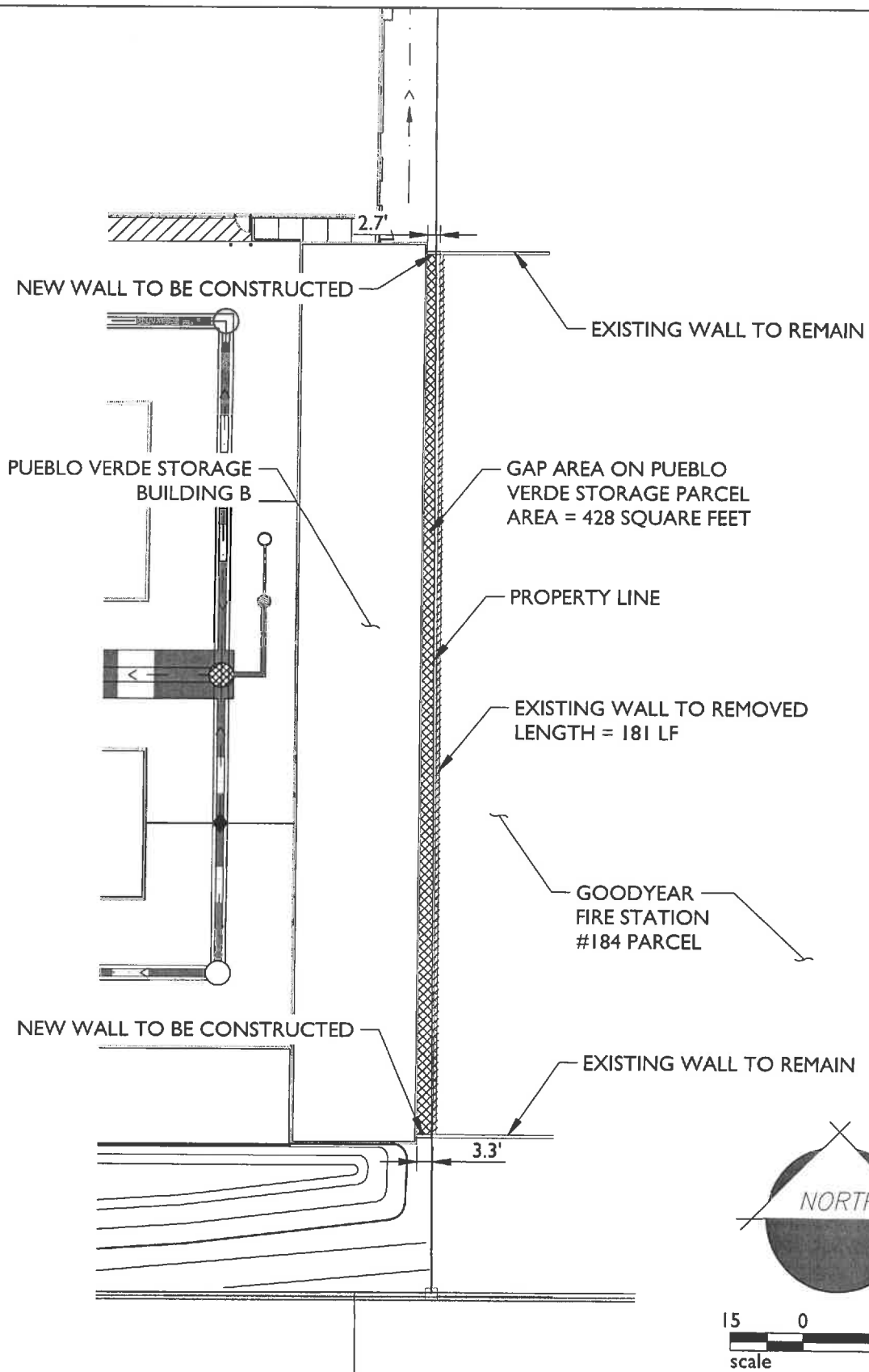
City Approved Pueblo Verde Storage Property Site Plan Depicting Building B

COPY ON FILE WITH GOODYEAR CITY CLERK

EXHIBIT D

Exhibit Depicting the Gap Area

81



19-0114

Pueblo Verde Storage
City of Goodyear, AZ
Gap Area Exhibit - 04/25/22



EPS
GROUP

1130 N. Alma School Rd
Suite 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EXHIBIT E

Exhibit Depicting the Goodyear Permanent Easement Area



EXHIBIT "E"
FIRE DEPARTMENT ACCESS EASEMENT
LEGAL DESCRIPTION

Job No. 19-0114

April 21, 2022

A PORTION OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKED "CITY OF GOODYEAR" AT THE NORTHWEST CORNER OF SAID SECTION 18, FROM WHICH A FOUND BRASS CAP FLUSH MARKED "CITY OF GOODYEAR" AT THE NORTH QUARTER CORNER THEREOF BEARS, NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, 2561.35 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, 697.34 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, 268.26 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, 44.50 FEET;

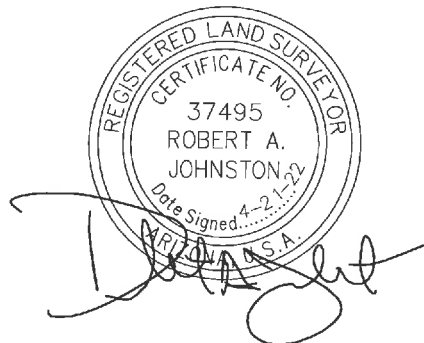
THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, 221.25 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 00 SECONDS WEST, 44.50 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 221.25 FEET, TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 9,846 SQUARE FEET, OR 0.2260 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY, OR ANY OTHER LAND DIVISION RESTRICTIONS.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201

Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2019\19-0114\Legal Survey\Legals\19-0114 Fire Department Access Easements Legal Description.docx

Apr 21, 2022 9:20am S:\Projects\2019\19-0114\Legal Survey\Legals\19-0114-Fire Department Access Easement.dwg

S. SARIVAL AVE

WEST LINE OF THE NW 1/4, SEC 18, T1N, R1W

S0°23'37"E 2634.25'

W. YUMA ROAD

NORTH LINE OF THE NW 1/4, SEC 18, T1N, R1W

N89°53'00"E 2561.35'

697.34'

1864.01'

(POINT OF COMMENCEMENT)
NORTHWEST CORNER
OF SEC 18, T1N, R1W,
FOUND BRASS CAP FLUSH
"CITY OF GOODYEAR"

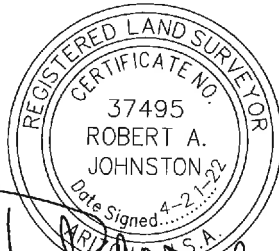
NORTH QUARTER CORNER
OF SEC 18, T1N, R1W,
FOUND BRASS CAP FLUSH
"CITY OF GOODYEAR"

(TIE LINE)
S0°07'00"E
268.26'

N89°53'00"E

44.50'

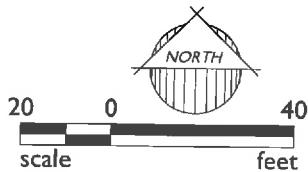
POINT OF
BEGINNING



FIRE DEPARTMENT
ACCESS EASEMENT AREA
9,846 SQUARE FEET
OR
0.2260 ACRES

N0°23'37"W 221.25'

S0°23'37"E 221.25'



CITY OF GOODYEAR
APN 500-07-922
(NOT A PART)

WEST QUARTER CORNER
OF SECTION 18, T1N, R1W,
FOUND BRASS CAP IN HANDHOLE
"CITY OF GOODYEAR"

44.50'

LOT 11
APN 500-07-477
(NOT A PART)

LOT 12 S89°53'00"W
APN 500-07-478
(NOT A PART)

LOT 13
APN 500-07-479
(NOT A PART)

19-0114

FIRE DEPARTMENT ACCESS EASEMENT

EXHIBIT E



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com