

When recorded Mail to:

City of Goodyear
City Clerk / KGR
1900 North Civic Square
Goodyear, Arizona 85395
QS-67

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

GRANTOR:

GRANTEE:

**COMPASS DATACENTERS PHX I,
LLC, a Delaware limited liability company**

**CITY OF GOODYEAR, 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, **COMPASS DATACENTERS PHX I, a Delaware limited liability company** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, 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.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". GRANTEE HAS NOT RELIED AND WILL NOT RELY ON, AND GRANTOR HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, THE LAND OR THE IMPROVEMENTS OR RELATING THERETO MADE OR FURNISHED BY GRANTOR OR ANY THIRD PARTY REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. GRANTEE, BY ACCEPTING THE DEED, REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED

BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY AND HAS MADE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY DOCUMENTS AND INFORMATION PROVIDED BY GRANTOR. BY ACCEPTING THE DEED, GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, THE LAND AND THE IMPROVEMENTS THEREON AS GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND GRANTEE HAS RELIED SOLELY UPON SAME. GRANTEE HAS BEEN AFFORDED A FULL OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND GRANTEE IS RELYING SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. GRANTEE, BY ACCEPTING THE DEED, HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL OR CONSTRUCTION DEFECTS OR ADVERSE ENVIRONMENTAL, HEALTH OR SAFETY CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. BY ACCEPTANCE OF THIS DEED, GRANTEE WAIVES ITS RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES GRANTOR, GRANTOR'S AFFILIATES, GRANTOR'S INVESTMENT ADVISOR AND MANAGER, THE PARTNERS, TRUSTEES, SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, ATTORNEYS, EMPLOYEES AND AGENTS OF EACH OF THEM, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL DEMANDS, CLAIMS (INCLUDING, WITHOUT LIMITATION, CAUSES OF ACTION IN TORT), LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN (COLLECTIVELY, "CLAIMS"), ARISING FROM ANY CONDITIONS ON THE PROPERTY EXISTING AT THE TIME OF CONVEYANCE.

IN WITNESS WHEREOF, this instrument is executed this 25th day of OCTOBER, 2022.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

COMPASS DATACENTERS PHX I LLC, a Delaware limited liability company

By: _____

J. Jared Day

Its: _____ President _____

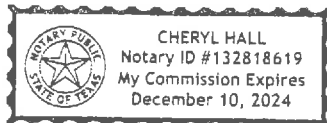
Date: 10/25/2022

State of TEXAS)

)ss.

County of DALLAS)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this 25th day of OCTOBER, 2022 by J. Jared Day, as President of Compass Datacenters PHX I LLC, a Delaware limited liability company.



Cheryl Hall
Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 2022.

By: _____

Its: _____

State of Arizona)

)ss.

County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**COMPASS DATACENTERS
TRACT 'A'
LEGAL DESCRIPTION**

A portion of land being situated within the East Half of Section 8, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Tract 'A' of Compass Datacenters-PHX I according to Book 1476, Page 49, Records of Maricopa County, Arizona.

The above described parcel contains a computed area of 620,631 sq. ft. (14.248 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1854
Date August, 2022



W. VAN BUREN STREET

NORTH QUARTER CORNER
OF SECTION 8, TOWNSHIP 1
NORTH, RANGE 1 WEST
FOUND 3" BRASS CAP
FLUSH, STAMPED "CITY OF
GOODYEAR" 8.10' FEET
SOUTH OF CALCULATED
SECTION CORNER & 0.10'
EAST OF NORTH-SOUTH
MID-SECTION LINE

NORTHEAST CORNER OF
SECTION 8, TOWNSHIP 1
NORTH, RANGE 1 WEST
FOUND 3" BRASS CAP IN
HAND HOLE, DOWN 0.40',
AT THE INTERSECTION OF
VAN BUREN STREET &
BULLARD AVENUE
STAMPED "CITY OF
GOODYEAR"

COMPASS
DATACENTERS-PHX I
BOOK 1625, PAGE 19
M.C.R.

S00°49'43"W 2638.41'
(BASIS OF BEARING)

N84°44'56"E
(RADIAL)

CENTER OF SECTION 8,
TOWNSHIP 1 NORTH,
RANGE 1 WEST,
NOTHING FOUND,
NOTHING SET

S. BULLARD
AVENUE

TRACT B

PARCEL 1

EAST QUARTER CORNER OF
SECTION 8, TOWNSHIP 1
NORTH, RANGE 1 WEST
FOUND 3" BRASS CAP IN
HAND HOLE, DOWN 0.80',
STAMPED "MARICOPA
COUNTY T1N 1/4 R1W S8 S9
D.O.T. 37174" DATED 2003

SOUTHEAST CORNER OF
SECTION 8, TOWNSHIP 1
NORTH, RANGE 1 WEST
FOUND 3" BRASS CAP
FLUSH AT THE INTERSECTION
OF YUMA ROAD & BULLARD
AVENUE STAMPED "CITY OF
GOODYEAR"



SOUTH QUARTER CORNER
SECTION 8, TOWNSHIP 1 NORTH,
RANGE 1 WEST FOUND 3"
BRASS CAP FLUSH STAMPED
"CITY OF GOODYEAR"

CITY OF GOODYEAR
APN: 500-04-904

S89°26'32"E
2587.42'

W. YUMA ROAD

SHEET 1 OF 2

PROJ.NO.: 1854
DATE: JULY 2022
SCALE: N.T.S.
DRAWN BY: LC
CHECKED BY: KJP

COMPASS DATACENTERS
TRACT A
GOODYEAR, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°26'31"E	301.14'
L2	S04°41'10"E	2102.27'
L3	N89°26'32"W	150.63'
L4	N04°41'10"W	2042.55'
L5	N89°26'35"W	150.63'
L6	N04°41'10"W	32.18'
L7	S89°26'31"E	26.33'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	850.00'	27°58'23"	414.99'
C2	1150.00'	28°32'16"	572.79'
C3	850.00'	28°32'16"	423.37'
C4	1150.00'	29°29'30"	591.94'



SHEET 2 OF 2

PROJ.NO.: 1854	COMPASS DATACENTERS TRACT A GOODYEAR, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2022		
SCALE: NONE		
DRAWN BY: LC		
CHECKED BY: KJP		