

When recorded return to:

City of Goodyear
City Clerk / KLS
1900 N. Civic Square
Goodyear, Arizona 85395
QS-84B

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

ACCESS EASEMENT

This Access Easement (the "Agreement") is made and entered into this ____ day of _____, 2023 by and between **City of Goodyear, an Arizona municipal corporation** ("Grantor"), **29SC Cotton Property Owner, LLC, a Delaware limited liability company** ("Grantee"). (Collectively Grantor and Grantee are referred to as the "Parties")

RECITALS

WHEREAS, Grantor owns certain real property located in the City of Goodyear legally described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Burdened Property"); and

WHEREAS, Grantee owns certain real property located in the City of Goodyear legally described in Exhibit "B" attached hereto and incorporated herein by this reference, which is being developed as a residential development (the "Benefitted Property"); and

WHEREAS, to provide two required points of access into and out of the Benefitted Property, Grantee requires access to and from South 173rd Avenue through a portion of the Burdened Property for vehicular and pedestrian access by owners of the Benefitted Property, their tenants, employees, contractors, agents, representatives, and invitees and by emergency service providers; and

WHEREAS, subject to the terms and conditions set forth herein, Grantor has agreed to provide an Access Easement over the portion of the Burdened Property legally described in Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. EASEMENT. Subject to the terms and conditions set forth herein, City of Goodyear, an Arizona municipal corporation ("Grantor") does hereby grant and convey to 29SC Cotton Property Owner, LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, a perpetual, non-exclusive Access Easement upon, over, and across the Easement Area for the benefit of the owner(s) of the Benefitted Property for the following purposes: (i) to provide vehicular and pedestrian ingress and egress over, across and through the Easement Area by the owner(s) of the Benefitted Property, their tenants, employees, contractors, agents, representatives, and invitees ("Public Access") and by emergency service providers ("Emergency Services Access"); and (ii) to allow Grantee, its successors and assigns, to enter upon, construct, operate, maintain, repair and or replace Access Improvements (as described in Section 2 below) upon, over, and across the Easement Area. Grantee shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. For purposes of this Access Easement, the reference to Grantee's successors and assigns means any person or entity that succeeds to or is assigned any interest in all or part of the Benefitted Property.

1.1. Easement Limitations. The easement granted herein is subordinate and subject to all requirements, conditions and limitations as stated in the Utility Easement granted to ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation recorded in the Official Records of Maricopa County, Arizona on October 10, 2019, at document 2019-0806095 and in the Public Utility and Sidewalk Easement granted to City of Goodyear, an Arizona municipal corporation recorded in the Official Records of Maricopa County, Arizona on July 10, 2019, at document 2019-0521045.

1.2. Grantor's Reservation. The easement conveyed herein is non-exclusive, and Grantor reserves for itself, its successors and assigns, all such rights and privileges in the Easement Area that are not inconsistent with the easement rights conveyed herein and that do not, modify, interfere with or endanger the Access Improvements constructed within the Easement Area including the right to grant additional non-exclusive easements within the Easement Area

2. RESPONSIBILITY FOR ACCESS IMPROVEMENTS. Grantee, its successors and assigns (as defined above), shall be responsible for constructing, maintaining, repairing and replacing Access Improvements within the Easement Area. Access Improvements shall be those improvements required to be constructed pursuant to applicable federal, state, and/or local laws, ordinances, policies, procedures or other requirements to provide Public Access and Emergency Service Access, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manual for improvements required for Emergency Services Access. Grantee, its successors and assigns, shall maintain, the Access Improvements in good working condition and shall repair and replace the Access Improvements as needed to have Access Improvements in good working condition and traversable at all times.

2.1. Grantor's Rights Regarding Access Improvements. Grantor shall not have any responsibility or liability for the construction, operation, maintenance, repair or replacement of the Access Improvements. Notwithstanding the foregoing, Grantor shall have the right, but not the obligation to maintain, repair, and/or replace the Access Improvements if Grantee fails to maintain the Access Improvements as required in Section 2 above. If Grantor exercises this right because of the failure of Grantee or its successors and assigns, to maintain, replace and/or repair the Access Improvements, Grantor shall be entitled to recover from Grantee, its successors and assigns the costs they incurred in maintaining, repairing, and/or replacing the Access Improvements and for all expenses, including, without limitation, reasonable attorney fees, incurred by the Grantor in recovering such costs.

3. **SUCCESSORS AND ASSIGNS.** For purposes of this Access Easement, the term successors and assigns means any person or entity that succeeds to or is assigned any interest in all or part of the Benefitted Property and any person or entity that succeeds to or is assigned any interest in all or part of the Easement Area.

4. **COUNTERPARTS.** This Access Easement 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 all signatories thereto.

5. **COVENANT RUNNING WITH THE LAND.** The Access Easement granted herein constitutes a covenant running with the land and is binding upon Grantee and all successors and assigns in interest or title to all or part of the Benefitted Property and is binding upon Grantor and successors and assigns in interest or title to all or part of the Easement Area.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2023.

Signatures, Acknowledgements and Exhibits Continued on the Following Pages

GRANTOR:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed

Its: City Manager _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing (Emergency Services Access Easement) was acknowledged before me this ____ day of _____, 2023 by Wynette Reed, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Signatures, Acknowledgements and Exhibits Continued on the Following Pages

GRANTEE:

ACCEPTED by the **29SC Cotton Property Owner, LLC, a Delaware limited liability company**, this 15 day of JUNE, 2023.

By: Cotton Commons JV, LLC, a Delaware limited liability company
Its: Member

By: 29SC GP Cotton, LLC, a Delaware limited liability company
Its: Operating Member

By: 29SC Development Company, LLC, a Delaware limited liability company
Its: Member

By: [Signature]
Name: John Kitson
Its: Authorized Representative

State of ILLINOIS)
)ss.
County of COOK)

The foregoing (Access Easement) was acknowledged before me this 15th day of JUNE, 2023 by John Kitson, as Authorized Representative of 29SC Cotton Property Owner, LLC, a Delaware limited liability company, on behalf of said corporation.

[Signature]
Notary Public

Exhibit(s) on Following Page(s)

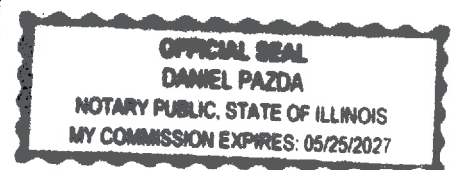


EXHIBIT "A"

BURDENED PROPERTY

OWNERS STATEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE CITY OF GOODYEAR, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER HAS SUBDIVIDED UNDER THE NAME OF GOODYEAR SITE 12, A MINOR LAND DIVISION, THAT CERTAIN PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS MINOR LAND DIVISION AS AND FOR SAID MINOR LAND DIVISION FOR GOODYEAR SITE 12 AND HEREBY DECLARED THAT SAID MINOR LAND DIVISION SETS FORTH THE LOCATION AND GIVES DIMENSION OF THE LOT, EASEMENTS AND RIGHT OF WAY CONSTITUTING SAME AND THAT EACH LOT, EASEMENT AND RIGHT OF WAY SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID MINOR LAND DIVISION.

CITY OF GOODYEAR, AN ARIZONA MUNICIPAL CORPORATION, INCLUDING ITS SUCCESSORS AND ASSIGNS, AS OWNER, HEREBY DECLARES EXCLUSIVE PUBLIC UTILITY EASEMENTS (PUE) IN THE LOT AS SHOWN ON SAID MINOR LAND DIVISION AND INCLUDED IN THE ABOVE DESCRIBED PREMISES, SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES, PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER AND PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS, IT IS THE EXPRESS INTENT OF THE CITY OF GOODYEAR THAT THIS EASEMENT NOT BE EXTINGUISHED BY, MERGED INTO, MODIFIED, OR OTHERWISE DEEMED AFFECTED BY REASON OF THE CITY OF GOODYEAR'S OWNERSHIP OF THE UNDERLYING FEE PROPERTY INTEREST.

THE CITY OF GOODYEAR, A MUNICIPAL CORPORATION
BY: Joe Pizzillo
ITS MAYOR: Joe Pizzillo DATE: 6-24-2022

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20220531000 06/27/2022 04:00
BOOK 1679 PAGE 19
ELECTRONIC RECORDING
GOODYEAR SITE 12-3-1-1-M-
HOYP

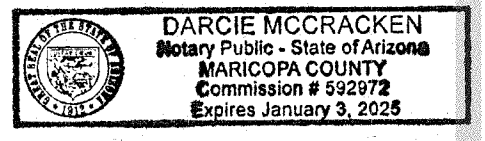
ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS, THE 24th DAY OF June, 2022, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED Joe Pizzillo, Mayor, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: Darcie McCracken 6-24-22
NOTARY PUBLIC: MY COMMISSION EXPIRES: January 3, 2025



LOT 1 LEGAL DESCRIPTION

A PARCEL OF LAND AS CONVEYED TO CITY OF GOODYEAR, BY DEED OF RECORD IN INSTRUMENT NUMBER 1991-0008611, MARICOPA COUNTY RECORDS (MCR) AND INSTRUMENT 2017-0662232 (MCR), LYING WITHIN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE REDUNDANTLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, (2" MARICOPA COUNTY ALUMINUM CAP IN PAVEMENT) FROM WHICH POINT THE NORTHEAST CORNER THEREOF (MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE), BEARS S89°45'34"E 2646.09 FEET;

THENCE S89°45'34"E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1323.05 FEET;

THENCE S00°11'58"W A DISTANCE OF 215.03 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT THE RADIUS POINT BEARS S89°48'02"E;

THENCE 266.60 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS 540.00 FEET, THROUGH A CENTRAL ANGLE OF 28°17'12" AND A CHORD BEARING S13°56'38"E;

THENCE S28°05'14"E A DISTANCE OF 712.04 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 233.67 FEET ALONG THE ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 28°29'08" AND A CHORD BEARING S13°50'42"E;

THENCE N89°44'24"W A DISTANCE OF 458.03 FEET;

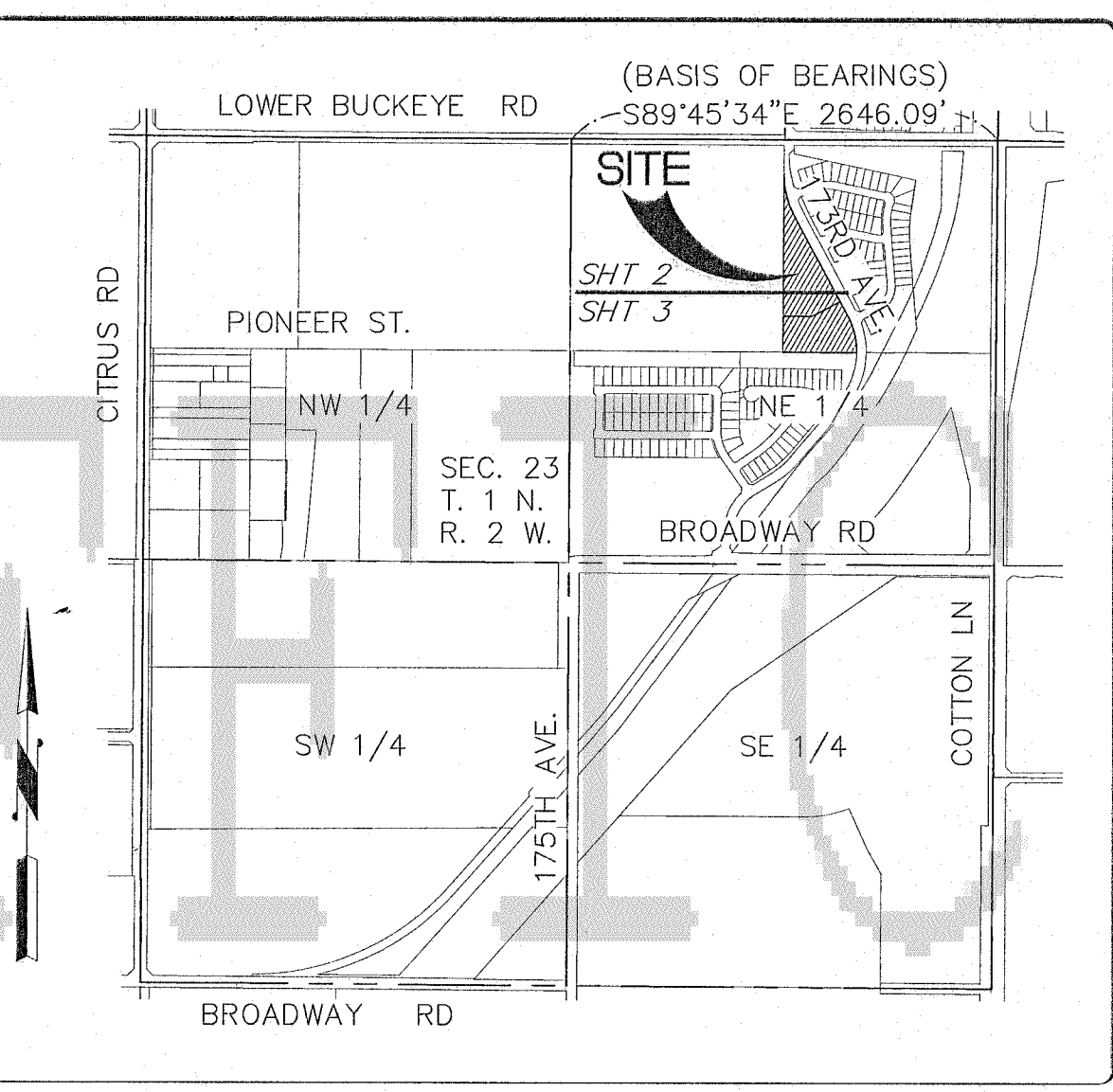
THENCE N00°11'58"E A DISTANCE OF 1106.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 5.7430 ACRES OF LAND (250,166.99 S.F.), MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARINGS FOR THIS SURVEY IS S89°45'34"E FOR THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN AS SHOWN ON THE FINAL PLAT FOR EL CIDRO - PHASE 1 PARCEL 3, RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS.

MINOR LAND DIVISION
"GOODYEAR SITE 12"

A REPLAT OF TRACT "F" OF EL CIDRO PHASE 1 PARCEL 3 RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS AND A PORTION OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP

PARENT PARCEL
LEGAL DESCRIPTIONS

WARRANTY DEED INSTRUMENT NO. 1991-0003611:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23;

THENCE N89°45'21"W, ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 1323.12 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23;

THENCE S00°12'13"W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 215.03 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING TANGENT CURVE OF 540.00 FOOT RADIUS CONCAVE NORTHEASTERLY;

THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°17'12", A DISTANCE OF 266.60 FEET;

THENCE S28°04'58"E, 608.72 FEET;

THENCE S61°55'02"W, 194.23 FEET;

THENCE, N89°47'47"W, 181.90 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23;

THENCE N00°12'13"E, ALONG SAID WEST LINE, 883.97 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3.257 ACRES, MORE OR LESS

AND;

TRACT "F" OF EL CIDRO PHASE 1, PARCEL E, RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS.

LEGEND

- SECTION CORNER, MONUMENT NOTED
- QUARTER CORNER, MONUMENT NOTED
- SET 1/2" REBAR WITH CAP STAMPED RPA PLS 57280 UNLESS NOTED OTHERWISE
- PUE = PUBLIC UTILITY EASEMENT
- R/W = RIGHT-OF-WAY
- MCR = MARICOPA COUNTY RECORDS
- EASEMENT (TYPE SHOWN)
- BOUNDARY LINE
- LOT, PARCEL & TRACT LINE
- CENTERLINE

OWNER

CITY OF GOODYEAR
190 N. LITCHFIELD PARK RD.
GOODYEAR, ARIZONA 85338

PREPARED BY

RITICH-POWELL & ASSOCIATES
5727 NORTH 7TH STREET
PHOENIX, ARIZONA 85014
SUITE 120
PHONE: 602-263-1177
FAX: 602-277-6286
CONTACTS: MARK R. SANDWICK, PLS
PHIL KAMINSKY

CERTIFICATE OF LAND SURVEYOR

I, MARK R. SANDWICK, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE SURVEY SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY, 2022 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

Mark R. Sandwick
PROFESSIONAL LAND SURVEYOR

2/4/2022
DATE

NOTES

- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT 69KV AND LARGER POWER LINES.
- STRUCTURES AND LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES LESS THAN 6 FEET ABOVE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED WITHIN PUE EXCEPT UTILITIES, WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, ASPHALT OR CONCRETE PAVING, GOODYEAR SHALL NOT BE REQUIRED TO REPLACE ANY CONSTRUCTION, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION HOWEVER, DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION, THE CITY OF GOODYEAR WILL USE REASONABLE CARE AND CONSIDERATION OF EXISTING LANDSCAPING. IT IS FURTHER UNDERSTOOD THAT ALL PERSONS OTHER THAN THE CITY OF GOODYEAR SHALL BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION.
- THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS OR PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
- THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH THEIR USE.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER FLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. EACH LOT PURCHASER SHALL SIGN A SEPARATE STATEMENT ACKNOWLEDGING RECEIPT OF THIS DISCLOSURE.
- LOT 1 WILL NOT BE A PART OF AN HOMEOWNERS ASSOCIATION.

BASIS OF BEARINGS

FOR THIS PROJECT IS S89°45'34"E FOR THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA & SALT RIVER MERIDIAN AS SHOWN ON THE FINAL PLAT FOR EL CIDRO - PHASE 1 PARCEL 3, RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS.

APPROVALS

THIS MINOR LAND DIVISION HAS BEEN REVIEWED AND FOUND TO BE IN COMPLIANCE WITH THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICY MANUAL AND ALL CITY ENGINEERING REQUIREMENTS.

BY: Sumet Mohan 6/22/22
FOR SUMET MOHAN, CITY ENGINEER DATE

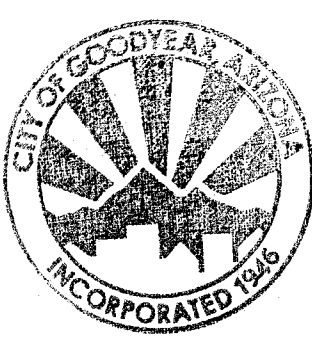
THIS MINOR LAND DIVISION HAS BEEN REVIEWED AND FOUND TO MEET ALL CITY REQUIREMENTS, CONFORMS TO GOOD PLANNING POLICIES, AND ALL NEW LOTS CREATED ARE SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE DIVIDED

BY: Christopher D. Baker 6.22.22
CHRISTOPHER BAKER, DEVELOPMENT SERVICES DATE
DEPARTMENT DIRECTOR

APPROVED BY THE COUNCIL OF THE CITY OF GOODYEAR, ARIZONA
ON THIS 23rd DAY OF MAY, 2022.

BY: Joe Pizzillo 6-24-2022
JOE PIZZILLO, MAYOR DATE

ATTEST: Darcie McCracken 6-24-2022
DARCIE MCCRACKEN, CITY CLERK DATE



APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA

BY: Sumet Mohan 6/22/22
FOR SUMET MOHAN, CITY ENGINEER DATE

SHEET INDEX

SHEET 1COVER SHEET
SHEET 2FINAL PLAT
SHEET 3FINAL PLAT

AREA

ORIGINAL TANK SITE PER 91-0008611 = 3.257 AC
TRACT F OF BK. 1331, PG. 48 MCR = 2.486 AC
TOTAL= 5.7430 ACRES
NEW LOT 1 AREA = 250,166.99 SQ.FT.
(5.7430 ACRES)

OWNER/
MAINTENANCE

LOT 1 OWNER - CITY OF GOODYEAR
LOT 1 MAINTENANCE - CITY OF GOODYEAR

RITOCH-POWELL & Associates RPA 602-263-1177 WWW.RPAENG.COM						
NO.	BY	DATE	REVISION	APPR.	DATE	
GOODYEAR SITE 12						
MINOR LAND DIVISION						
DESIGNED:	DRAWN:	CHECKED:	DWG. NO.	SHEET NO.	TOTAL SHEETS	
TAR	PHK	TAR				
DATE:	DATE:	DATE:	SRVYI			
2/4/22	2/4/22	2/4/22			1 OF 3	

MINOR LAND DIVISION "GOODYEAR SITE 12"

A REPLAT OF TRACT "F" OF EL CIDRO PHASE 1 PARCEL 3 RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS AND A PORTION OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20220531000 06/27/2022 04:00
BOOK 1679 PAGE 19
ELECTRONIC RECORDING

GOODYEAR SITE 12-3-1-1-M-
Hoyp

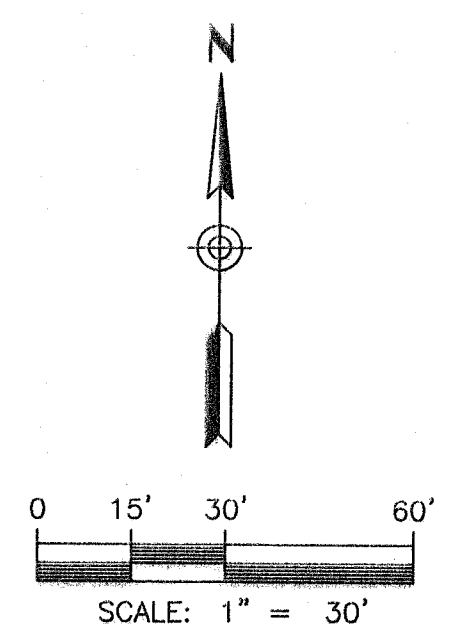
TABLES

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BRG
C1	28°17'12"	540.00'	266.60'	263.90'	S13°56'38"E
C2	28°29'08"	470.00'	233.67'	231.27'	S13°50'42"E
C3	28°17'12"	900.00'	444.33'	439.83'	S13°56'38"E
C4	18°24'07"	900.00'	289.06'	287.82'	S09°00'06"E
C5	09°53'05"	900.00'	155.27'	155.08'	S23°08'41"E
C6	28°28'38"	500.00'	248.51'	245.96'	S13°50'55"E
C7	03°38'01"	500.00'	31.37'	31.70'	S26°16'14"E
C8	24°50'37"	500.00'	216.80'	215.11'	S12°01'55"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°11'58"W	215.03'
L2	N89°44'24"W	30.00'

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR WITH CAP STAMPED RPA PLS 57280 UNLESS NOTED OTHERWISE



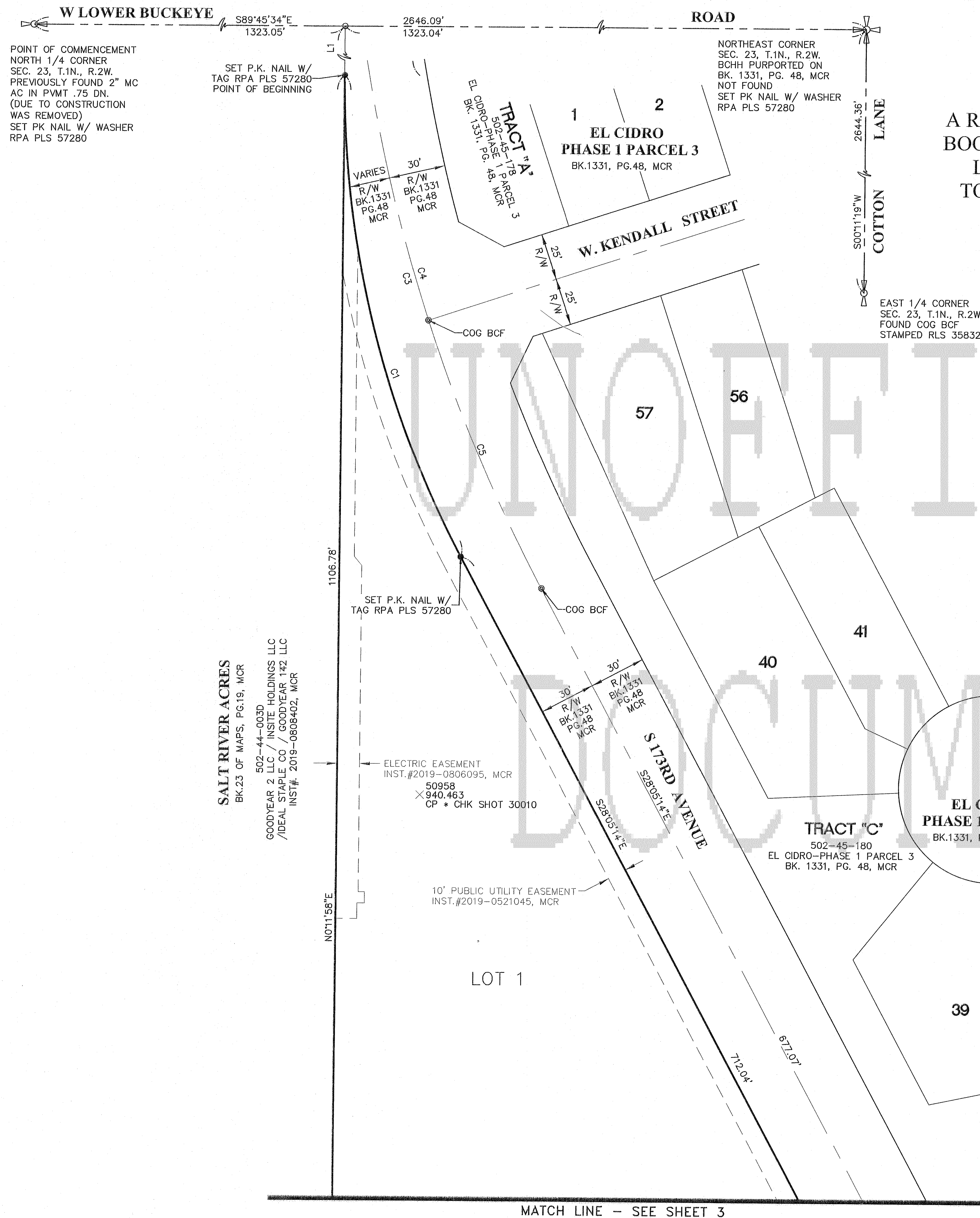
RITOCH-POWELL
& Associates
602-263-1177
WWW.RPAENG.COM

NO.	BY	DATE	REVISION	APPR.	DATE

GOODYEAR SITE 12

MINOR LAND DIVISION

DESIGNED:	DRAWN:	CHECKED:	DWG. NO.	SHEET NO.	TOTAL SHEETS
TAR	PHK	TAR	SRVY1	2 OF 3	
DATE:	DATE:	DATE:			
2/4/22	2/4/22	2/4/22			



MATCH LINE - SEE SHEET 2

MINOR LAND DIVISION "GOODYEAR SITE 12"

A REPLAT OF TRACT "F" OF EL CIDRO PHASE 1 PARCEL 3 RECORDED IN BOOK 1331, PAGE 48, MARICOPA COUNTY RECORDS AND A PORTION OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SALT RIVER ACRES
BK.23 OF MAPS, PG.19, MCR

502-44-003D
GOODYEAR 2 LLC / INSITE HOLDINGS LLC
/IDEAL STAPLE CO / GOODYEAR 142 LLC
INST# 2019-0808402, MCR

1106.78'

N011°58'E

TEMPORARY TAIL WATER
PUMP EASEMENT
INST.#2017-0713633, MCR

N89°44'24"W

EL CIDRO - PHASE 1 PARCEL 2
BK.1332, PG.15, MCR

TRACT "B"
502-45-220
EL CIDRO HOMEOWNERS ASSOCIATION
INST# 2018-0895834, MCR

ITEM #10 REFERENCING
EXHIBIT B NO 6
100' ELECTRIC TRANSMISSION
LINE EASEMENT
BK. 68 OF MISC. PG. 92, MCR

10' PUBLIC UTILITY EASEMENT
INST.#2019-0521045, MCR

10' PUBLIC UTILITY EASEMENT
DECLARED HEREON

SET P.K. NAIL W/
TAG RPA PLS 57280

10' PUBLIC UTILITY EASEMENT
DECLARED HEREON

PRIVATE STORM SEWER
EASEMENT PER
INST.# 22-0445568, MCR

S 173RD AVENUE
672.07'
712.04'

TRACT "C"
502-45-180
EL CIDRO-PHASE 1 PARCEL 3
BK. 1331, PG. 48, MCR

30

29

MIAMI STREET
25'
25'

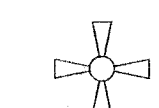
28

27

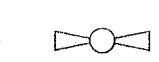
TRACT "B"

502-45-179
EL CIDRO-PHASE 1 PARCEL 3
BK. 1331, PG. 48, MCR

LEGEND



SECTION CORNER



QUARTER SECTION CORNER



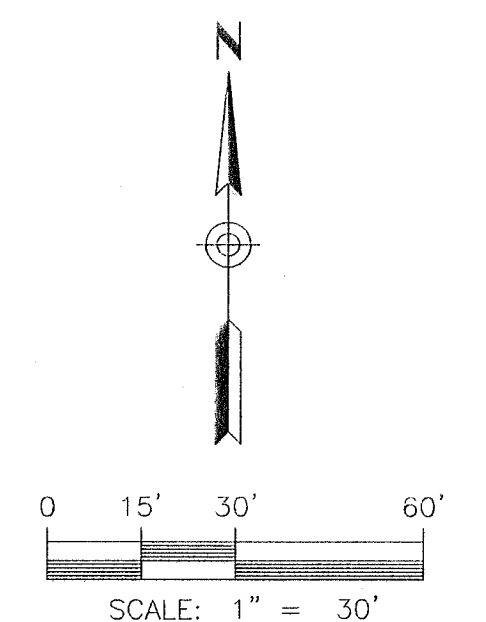
FOUND BRASS CAP FLUSH



SET 1/2" REBAR WITH CAP STAMPED RPA
PLS 57280 UNLESS NOTED OTHERWISE

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20220531000 06/27/2022 04:00
BOOK 1679 PAGE 19
ELECTRONIC RECORDING

GOODYEAR SITE 12-3-1-1-M-
Hoyp



RITCHIE-POWELL
& Associates
602-263-1177
WWW.RPAENG.COM

NO.	BY	DATE	REVISION	APPR.	DATE
1	TAR	2/4/22	ADDED PRIVATE DRAINAGE EASEMENT	TAR	2/4/22

GOODYEAR SITE 12

MINOR LAND DIVISION

DESIGNED:	DRAWN:	CHECKED:	DWG. NO.	SHEET NO.	TOTAL SHEETS
TAR	PHK	TAR			
DATE: 2/4/22	DATE: 2/4/22	DATE: 2/4/22	SRVY1	3 OF 3	

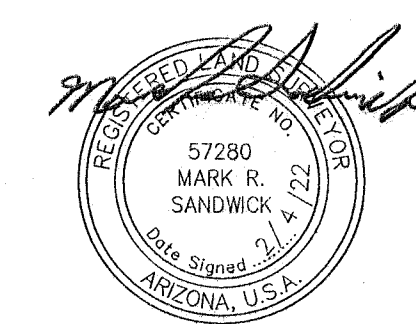


EXHIBIT "B"

BENEFITTED PROPERTY

A map showing the intersection of W. Lower Buckeye Road and W. Broadway Road. The intersection is marked with the number 23. The site is located at the corner of S. 173rd Ave and S. Cotton Lane. A north arrow is shown in the top left corner.

VICINITY MAP
N.T.S.

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.
KNOW ALL MEN BY THESE PRESENTS:

29SC COTTON PROPERTY OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER,
HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED:

BY: JOHN KITSON 
ITS: AUTHORIZED REPRESENTATIVE

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

John John
NOTARY PUBLIC

SOUTH 89°45'34" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1331 OF MAPS, PAGE 47, M.C.R.

1. THE TITLE DOCUMENTS FOR THE SURVEYED PROPERTY HEREIN DESCRIBED WERE PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. Z2032523-001-MB1-MB2, EFFECTIVE DATE: MARCH 5, 2020.
2. PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN HEREON OR NOT.
3. ALL DIMENSIONS SHOWN HEREON ARE MEASURED AND RECORD UNLESS OTHERWISE NOTED.
4. THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON RECORD INFORMATION PROVIDED TO THE SURVEYOR BY LOCAL AGENCIES OF JURISDICTION AND ON RECOVERABLE FIELD LOCATED SURFACE FEATURES OF THOSE UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.
5. ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2145M, DATED SEPTEMBER 19, 2020 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THERE IS NO EXISTING HOA FOR ANY PROPERTIES COMPRISING COTTON COMMONS.
THERE WILL NOT BE A NEW HOA CREATED FOR ANY PROPERTIES COMPRISING COTTON COMMONS.

BY Sumit Mohan
CITY ENGINEER (SUMEET MOHAN)

BY Christopher D. Baker
DEVELOPMENT SERVICES DIRECTOR (CHRISTOPHER BAKER)

12.1.22
DATE

12.1.22
DATE

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85288

Phone: (480) 828-8830
Fax: (480) 828-8841
www.bowman.com

A MINOR LAND DIVISION OF
COTTON COMMONS
GOODYEAR, ARIZONA

[illegible]

DATE:	9/15/22
PROJ NO:	050908-02
TASK NUM:	001
DRAWN BY:	DT
CHECKED:	
QUALITY:	
CLIENT NO:	
SCALE N.T.S.	

EXHIBIT "C"
EASEMENT AREA

May 10, 2023
Project # 050908-02-001

**LEGAL DESCRIPTION
ACCESS EASEMENT**

THAT PORTION OF LOT 1 OF "GOODYEAR SITE 12", ACCORDING TO BOOK 1679 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23;

THENCE NORTH 89°45'34" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1323.04 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 00°11'58" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 295.31 FEET TO THE **POINT OF BEGINNING** AND ALSO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 75°36'25" EAST, A RADIAL DISTANCE OF 930.00 FEET;

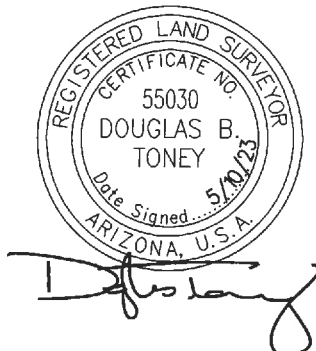
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°40'10", AN ARC DISTANCE OF 75.79 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE EASTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 73°45'55" EAST, A RADIAL DISTANCE OF 540.00 FEET;

THENCE SOUTHERLY ALONG SAID EAST LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°56'21", AN ARC DISTANCE OF 27.70 FEET TO A POINT;

THENCE SOUTH 68°40'35" WEST, A DISTANCE OF 32.87 FEET TO THE WEST LINE OF SAID LOT 1;

THENCE NORTH 00°11'58" EAST, ALONG SAID WEST LINE, A DISTANCE OF 110.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,635 SQUARE FEET OR 0.0375 ACRES, MORE OR LESS.



NORTH QUARTER CORNER
SECTION 23, T1N, R2W

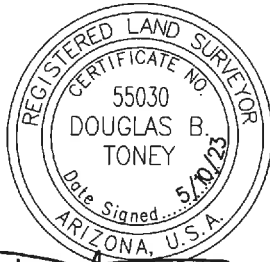
W. LOWER BUCKEYE ROAD

NORTHEAST CORNER
SECTION 23, T1N, R2W

(BASIS OF BEARINGS)
N89°45'34"W 2646.09'

1323.04'

1323.04'



NORTHWEST CORNER
NE4 NE4 SECTION 23

EL CIDRO PHASE 1
PARCEL 3
BOOK 1331, PG 48

S00°11'58"W 295.31'

N75°36'25"E
RADIAL

POINT OF
BEGINNING

N73°45'55"E
RADIAL

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	32.87'	S68°40'35"W
L2	110.90'	N00°11'58"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	75.79'	930.00'	004°40'10"
C2	27.70'	540.00'	002°56'21"



N.T.S.

APN 502-43-028M
LOT 1, BK 1679, PG 19

S. 173RD AVENUE

SHEET 1 OF 1

DATE:
5/10/23

EXHIBIT ACCESS EASEMENT			
BY: DT	CHK:	QC:	
BCG PROJECT NO: 050908-02 TASK: 001 CLIENT REF NO:			

Bowman
CONSULTING

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