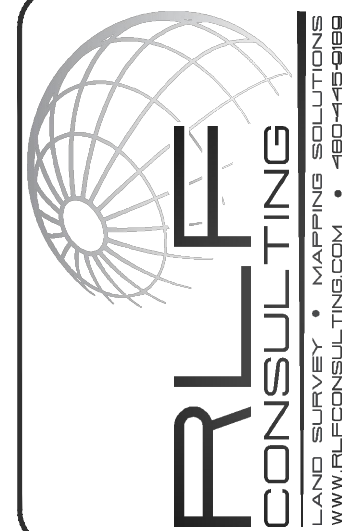
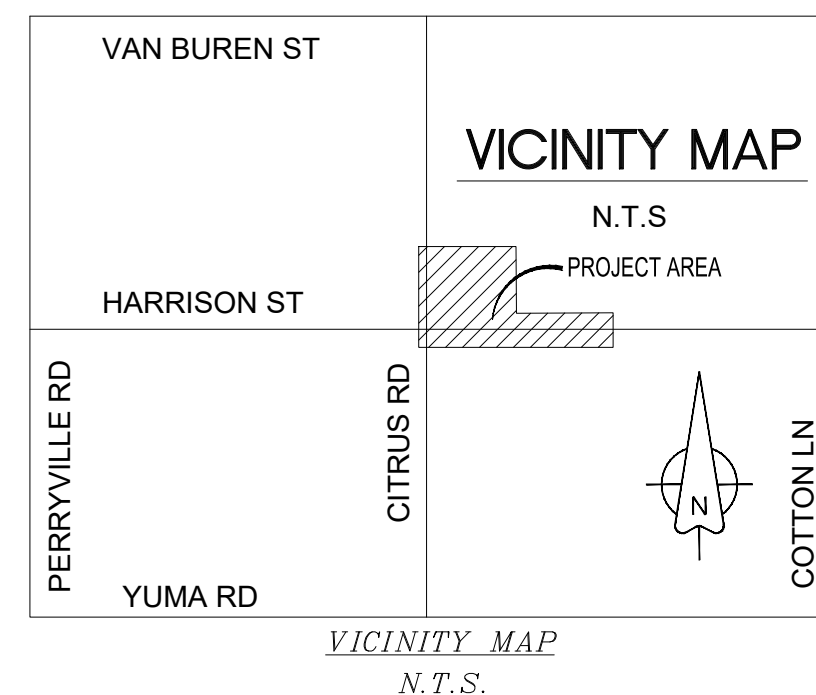


EXHIBIT “1”

EXHIBIT 1

ALTA/NSPS LAND TITLE SURVEY

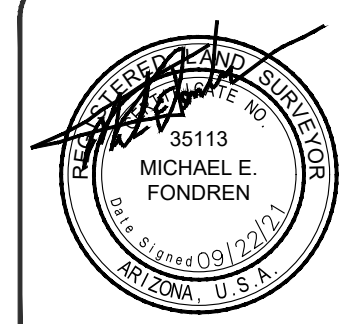
A PORTION OF THE WEST HALF OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;



NO.	DATE	REVISION	BY

PURPOSE:
ALTA/NSPS LAND TITLE SURVEY

DRAWN BY: STB
CHECKED BY: MEF



ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE WEST HALF OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

SECTION: 11
TWNHP: 1 N.
RANGE: 2 W.

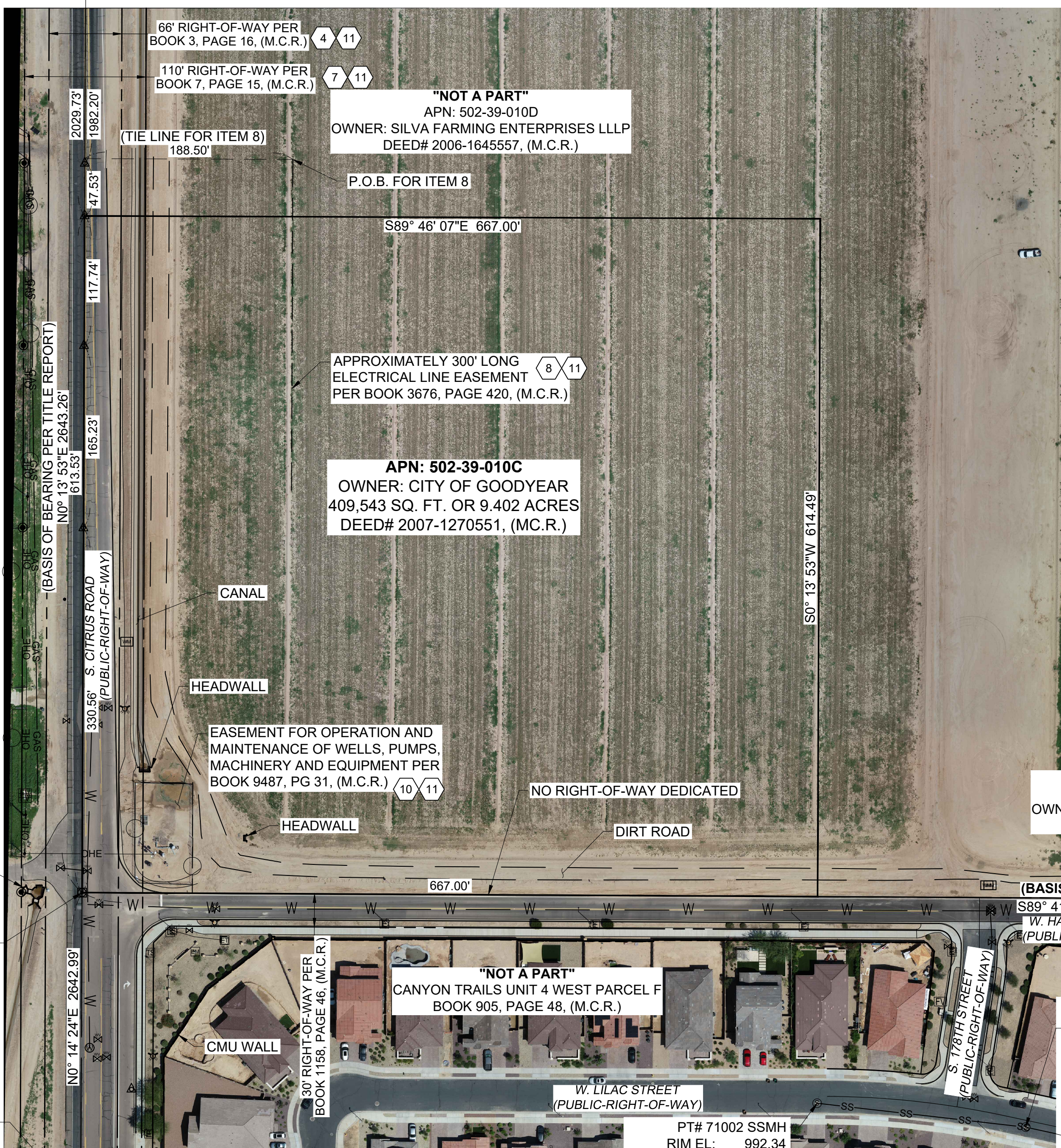
JOB NO.:
18008015

SCALE
1" = 80'

SHEET
2 OF 2

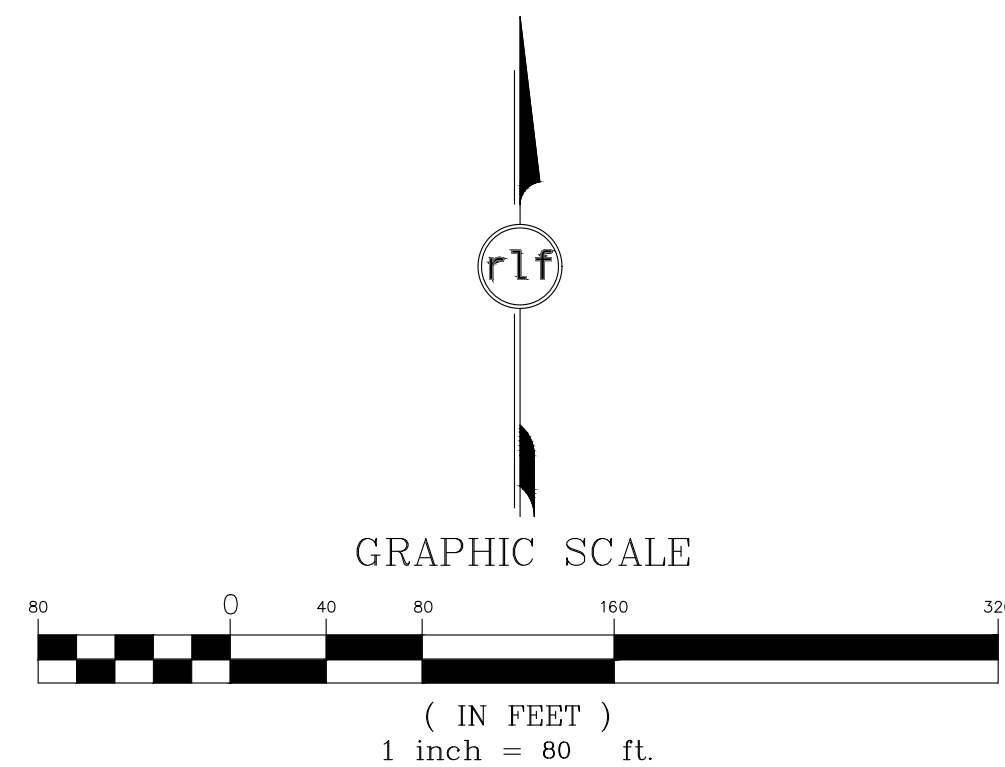
NORTHWEST CORNER
SECTION 11, T1N, R2W
FOUND BRASS CAP
IN HANDHOLE

S89° 42' 49"E 2644.18'



LEGEND

- BRASS CAP FLUSH
- BRASS CAP IN HANDHOLE
- CONTROL POINT
- FOUND 5/8" REBAR
- ELECTRICAL PULL BOX
- ELECTRICAL TRANSFORMER
- TRAFFIC SIGNAL PULL BOX
- FIBER VAULT
- GAS VALVE
- LIGHT POST
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- SIGN
- PROPERTY LINE
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- MONUMENT LINE
- CENTERLINE
- EASEMENT LINE
- CHAIN LINK FENCE
- U/G ELECTRIC LINE
- SANITARY SEWER LINE
- WATER LINE
- OVERHEAD ELECTRIC
- P.O.B. POINT OF BEGINNING



"NOT A PART"
APN: 502-39-961
OWNER: SILVA FARMING ENTERPRISES LLLP
DEED# 2011-0414677, (M.C.R.)

"NOT A PART"
APN: 502-39-010D
OWNER: SILVA FARMING ENTERPRISES LLLP
DEED# 2006-1645557, (M.C.R.)

CENTER OF SECTION
11, T1N, R2W
CALCULATED POSITION
NOTHING FOUND OR SET

EAST QUARTER CORNER
SECTION 11, T1N, R2W
FOUND PK NAIL

(BASIS OF BEARING)

S89° 41' 11"E 2644.54'
W. HARRISON STREET
(PUBLIC-RIGHT-OF-WAY)

PT# 71001 SSMH
RIM EL.: 991.76
INV. WEST: 980.26
INV. EAST: 980.20

PT# 71000 SSMH
RIM EL.: 989.59
INV. WEST: 978.07
INV. EAST: 978.02

S89° 37' 54"E 2645.31'

N0° 13' 24"E 2644.51'

N0° 13' 24"E 2645.52'

EXHIBIT “2”

Exhibit 2

When recorded return to:

Roosevelt Irrigation District
Attention: Board President
103 West Baseline Road
Buckeye, Arizona 85326

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED AND ACCESS DRIVE AND UNDERGROUND UTILITY EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **City of Goodyear, an Arizona municipal corporation** ("City") does hereby grant and convey to the **Roosevelt Irrigation District, an Arizona municipal corporation**, ("RID"), the following real property (hereinafter referred to as the "New Replacement RID Well No. 33 Wellsite"), together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

See Exhibit "A" for the legal description and depiction of the New Replacement RID Well No. 33 Wellsite, said Exhibit "A" is attached hereto and made a part hereof.

This New Replacement RID Well No. 33 Wellsite is subject 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 City hereby binds itself to warrant and defend the title as against all acts of the City herein and no other.

This New Replacement RID Well No. 33 Wellsite is also subject to the City's right granted herein by RID for the City to repurchase the New Replacement RID Well No. 33 Wellsite subject to all of the following conditions: (i) RID determines that the New Replacement RID Well No. 33 Wellsite is no longer needed for RID purposes; and (ii) the City pays RID the then-appraised value of the New Replacement RID Well No. 33 Wellsite. Upon satisfaction of these conditions, RID shall deliver a quit claim deed to the City for the New Replacement RID Well No. 33 Wellsite. If the City shall determine that it does not want to exercise this right to repurchase the New Replacement RID Well No. 33 Wellsite, the City agrees to deliver a quit claim deed to RID for the New Replacement RID Well No. 33 Wellsite to extinguish the City's right to repurchase the New Replacement RID Well No. 33 Wellsite. RID hereby grants the City the above described right to repurchase the New Replacement RID Well No. 33 Wellsite upon its acceptance of this Special Warranty Deed, and RID agrees to not offer for sale or convey the New Replacement RID Well No. 33 Wellsite to a third party unless or until RID shall receive a quit claim deed from the City pursuant to the terms above to extinguish the City's right to repurchase the New Replacement RID Well No. 33 Wellsite. The City and RID agree to provide reasonable notice and to act within a reasonable timeframe to exercise or extinguish the City's right to repurchase the New Replacement RID Well No. 33 Wellsite provided that RID determines that the New Replacement RID Well No. 33 Wellsite is no longer needed for RID purposes at some point in the future.

Exhibit 2

The City further grants and conveys to RID a non-exclusive easement over, upon, across, and under the real property described and depicted in Exhibit “B” attached hereto and made a part hereof (the “Access Easement”) for the following purposes and subject to the following terms: (i) providing ingress and egress to and from the New Replacement RID Well No. 33 Wellsite by RID and its permittees to and from N. Citrus Road right-of-way; (ii) constructing, operating, maintaining, repairing, and replacing underground utility improvements as needed for the operation of wells and equipment installed within the New Replacement RID Well No. 33 Wellsite by RID and its permittees; and (iii) for constructing, maintaining, repairing and replacing above ground access surfaces and facilities by RID and its permittees. No fencing shall be installed around the Access Easement. RID shall be responsible for the operation and maintenance of all improvements RID constructs or causes to be constructed within the Access Easement.

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

Signatures, Acknowledgements and Exhibits on Following Pages

Exhibit 2

City of Goodyear, an Arizona municipal corporation:

By: _____

Wynette Reed

Title: City Manager

State of Arizona)
)ss.

County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2023 by Wynette Reed, as the City Manager of the City of Goodyear, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Attest:

By: _____

Darcie McCracken

Title: City Clerk

Approved as to form:

By: _____

Roric Massey

Title: City Attorney

Exhibit 2

Roosevelt Irrigation District, an Arizona municipal corporation:

Accepted by the Roosevelt Irrigation District, an Arizona municipal corporation, the ____ day of _____, 2023.

By: _____
W. Bruce Heiden

Title: Board President

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this ____ day of _____, 2023 by W. Bruce Heiden, as the Board President of the Roosevelt Irrigation District, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

Exhibit 2

Exhibit "A"

Legal Description and Depiction of the New Replacement RID Well No. 33 Wellsite

A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED", RECORDED IN DOCUMENT NUMBER 2007-1270551, MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DOCUMENT NUMBER 2007-1270551, M.C.R., MARKED BY A PK NAIL, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11, MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 00°13'53" EAST, A DISTANCE OF 613.53 FEET;

THENCE ALONG THE NORTH PROPERTY LINE, SOUTH 89°46'07" EAST, A DISTANCE OF 55.00 FEET, TO A POINT ON THE EAST LINE OF THE COUNTY ROAD DESCRIBED IN BOOK 15 OF MAP, PAGE 81, M.C.R.;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°46'07" EAST, A DISTANCE OF 60.00 FEET, TO A POINT ON SAID LINE, BEING THE **POINT OF BEGINNING (P.O.B.)**;

THENCE CONTINUING ALONG SAID LINE, SOUTH 89°46'07" EAST, A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID LINE, SOUTH 00°13'53" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89°46'07" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 00°13'53" EAST, A DISTANCE OF 100.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 10,000 SQUARE FEET OR 0.230 ACRES, MORE OR LESS.

Exhibit 2

Exhibit "B"

Legal Description and Depiction of the Access Easement

A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED", RECORDED IN DOCUMENT NUMBER 2007-1270551, MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DOCUMENT NUMBER 2007-1270551, M.C.R., MARKED BY A PK NAIL, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 11, MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 00°13'53" EAST, A DISTANCE OF 613.53 FEET;

THENCE ALONG THE NORTH PROPERTY LINE, SOUTH 89°46'07" EAST, A DISTANCE OF 55.00 FEET, TO A POINT ON THE EAST LINE OF THE COUNTY ROAD DESCRIBED IN BOOK 15 OF MAP, PAGE 81, M.C.R.;

THENCE ALONG SAID EAST LINE, SOUTH 00°13'52" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON SAID LINE, BEING THE **POINT OF BEGINNING (P.O.B.)**;

THENCE DEPARTING SAID LINE, SOUTH 89°46'07" EAST, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 00°13'53" WEST, A DISTANCE OF 35.00 FEET;

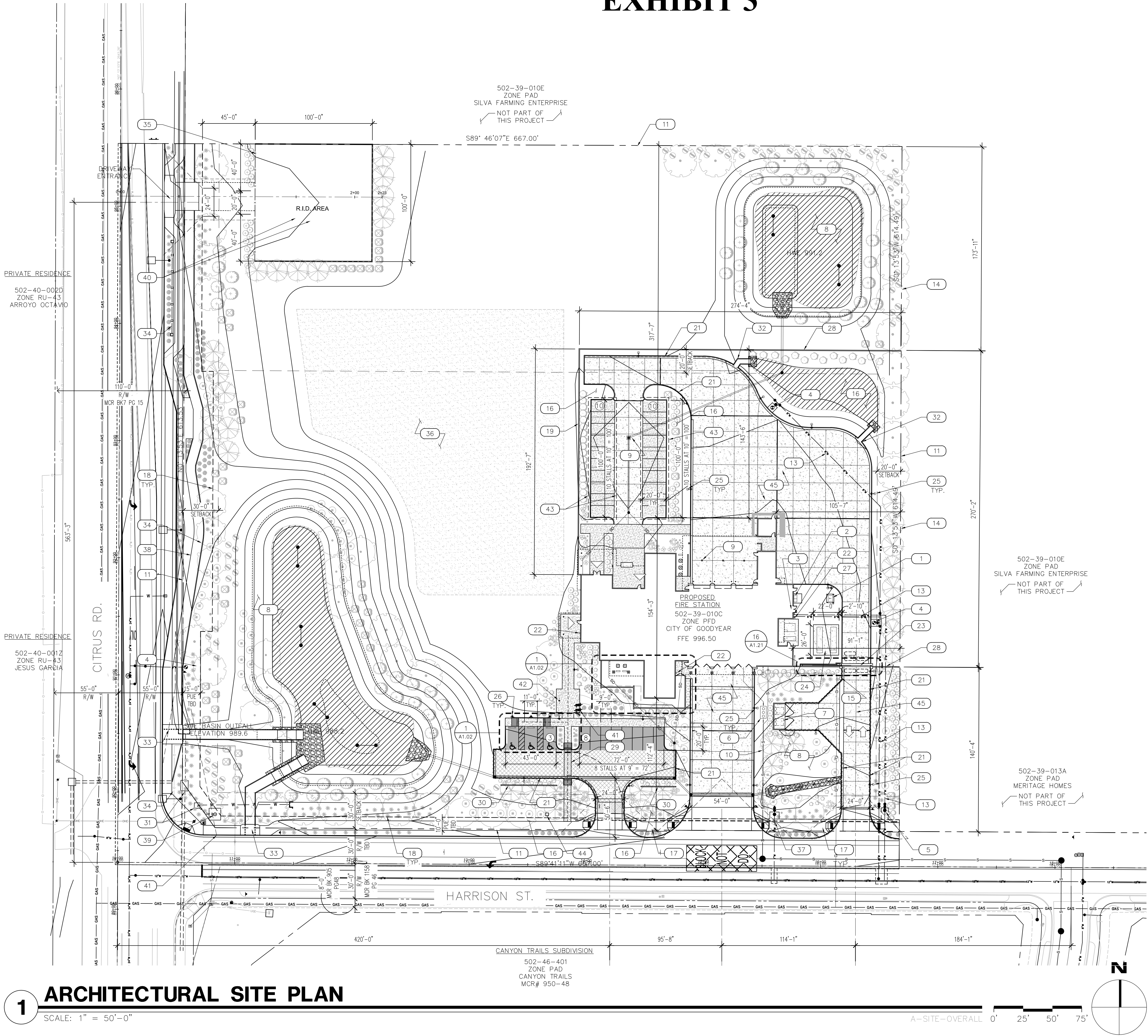
THENCE NORTH 89°46'07" WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 00°13'52" EAST, A DISTANCE OF 35.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 2,100 SQUARE FEET OR 0.048 ACRES, MORE OR LESS.

EXHIBIT “3”

EXHIBIT 3



SITE INFORMATION	
SITE ADDRESS: NEC OF SOUTH CITRUS RD & HARRISON ST GOODYEAR, AZ 85338	
A.P.N.: 502-39-010C ZONING: PAD ZONING PFD	
SITE AREA GROSS: 186,872 S.F. (4.29 ACRES)	
PARKING REQUIREMENTS	
PARKING TOTAL REQUIRED: 1 PER 300 SQ. FT. (7,400 SQ. FT. OCCUPIED SPACE) 7,400/300 = 25 PARKING STALLS PROVIDED: 28 PARKING STALLS ADA STALLS 3 STALLS TOTAL PROVIDED 31 STALLS	
ZONING REQUIREMENTS	
ALLOWABLE HEIGHT: (3-STORY) ALLOWABLE: 60'-0" MAX PROVIDED: 40'-0" LOT COVERAGE ALLOWED: 10% MAX PROVIDED: 12,487/124,572=.10 -> 10% SETBACKS: 30'-0" FRONT (SOUTH) HARRISON ST. 30'-0" FRONT (WEST) CITRUS RD. 20'-0" SIDE (EAST) 20'-0" BACK (NORTH)	
LEGAL DESCRIPTION	
THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11, MONUMENTED WITH A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 11, MONUMENTED WITH A BRASS CAP IN HANDHOLE, BEARS NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 2643.24 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 613.50 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 08 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 667.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 667.00 FEET EAST, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 13 MINUTES 52 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 614.49 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 41 MINUTES 04 SECONDS WEST, DEPARTING SAID PARALLEL LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 667.00 FEET TO THE POINT OF BEGINNING.	
LEGEND	
↑ DIRECTION OF TRAFFIC FLOW - DO NOT PAINT ON PAVEMENT △ ENTRY/ EXIT INTO BUILDING - DO NOT PAINT ON PAVEMENT Ⓟ PARKING COUNT PER ROW	
KEYNOTES	
# DESCRIPTION 1 PROPOSED LOCATION OF UTILITY COMPANY TRANSFORMER ON CONCRETE PAD - SEE ELECTRICAL 2 SES LOCATION - SEE ELECTRICAL FOR ADDITIONAL INFORMATION 3 FIRE RISER ROOM 4 FIRE HYDRANT - SEE CIVIL UTILITY PLAN 5 WATER METER 6 GREASE WASTE INTERCEPTOR 7 DOUBLE CONTAINER TRASH ENCLOSURE - 5/A1.22 8 WATER RETENTION BASIN 9 STORM DRAINS 10 SEWER LINE 11 PROPERTY LINE 12 GAS LINE 13 WATER LINE, SEE CIVIL DRAWINGS 14 EXISTING BLOCK FENCE 15 ACCESS CONTROL PEDESTAL/ KNOX KEY LOCK - 17/A1.21 16 LANDSCAPE AREA 17 VISIBILITY TRIANGLE 18 PROPOSED EASEMENT 19 TEMPORARY BLOCK WALL - 14/A1.21 20 EXISTING FENCE 21 DASH LINE INDICATES PAINTED (RED) CURBING FIRE LANE PER CITY OF GOODYEAR REQUIREMENTS 22 KNOX BOX 23 ELECTRIC GATE W/ PRE-EMPTION DEVICE(OPTCOM) & KNOX KEY SWITCH - SEPARATE SUBMITTAL & PERMIT REQUIRED 24 GENSET (ENGINE ALTERNATOR) 25 SITE LIGHT POLE 26 ADA PARKING SIGNAGE 27 FDC 28 PROPOSED BLOCK FENCE - 14/A1.21 29 COLORIZED CONCRETE 30 PARKING SCREEN WALL - 2/A1.12 31 RID WELL / IRRIGATION EQUIPMENT 32 CURB OPENING AND SPILLWAY, SEE CIVIL 33 CONCRETE SCUPPER, SEE CIVIL 34 PROPOSED RAIL FENCE, UNDER SEPARATE PERMIT 35 PROPOSED PARTIAL VIEW FENCE - 1&2/A1.13 36 DUST CONTROL D.G., SEE LANDSCAPE 37 IRRIGATION WATER SERVICE AND METER, SEE CIVIL 38 CITRUS BRIDLE TRAIL, UNDER SEPARATE PERMIT 39 EXISTING WELL TO BE RELOCATED 40 NEW RID WELL SITE 41 BIKE RACK - 20/A1.22 42 FLAG POLE - 7/A1.22 43 COVERED PARKING - SEE 13/A1.02 44 FIBER CONDUITS & No.9 BOX FOR FIBER MEET ME BOX TO MDF 45 PAVEMENT CONTROL JOINTS - REFER TO CIVIL DWGS	

321030
Goodyear Fire Station No. 188

Perlman
Architects of Arizona
2929 N. Central Ave., Suite 1600
Phoenix, AZ 85012
480.951.5900

Seal

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© COPYRIGHT 2018, HOWARD PERLMAN, A.I.A.

Rev	Date	By	Description
1	1/25/23	BW	CITY COMMENTS
2			
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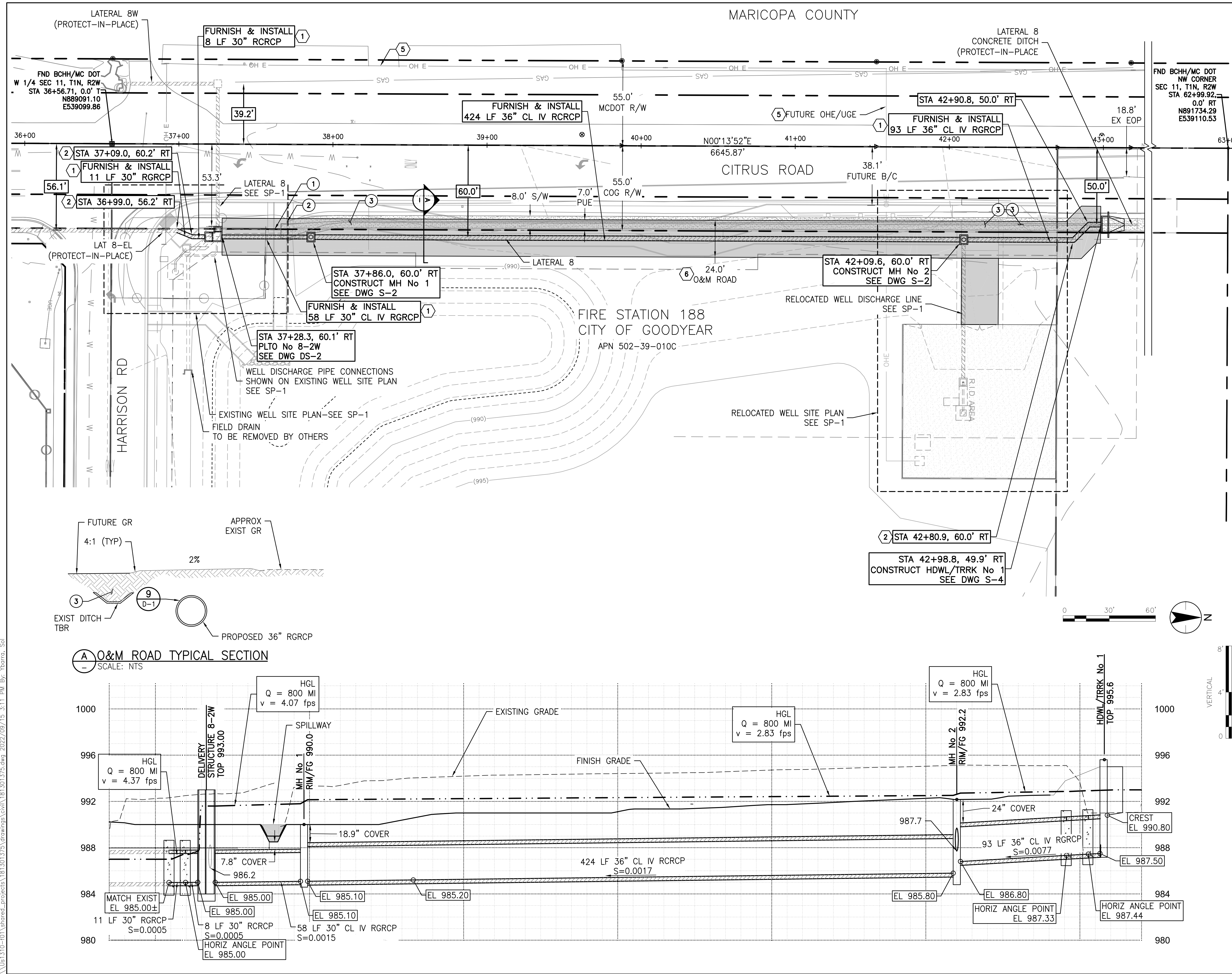
City of Goodyear
Fire Station No. 188
17840 West Harrison Street
Goodyear, AZ 85338

Drawn/Checked By
CE /BW /GA
Date
January 25, 2023
Project Number
321030
Sheet Number
SITE PLAN

A1.01

EXHIBIT “4”

EXHIBIT 4



General Notes

- 1 CONTRACTOR SHOULD BE AWARE OF BURROWING OWLS WITHIN PROJECT LIMITS.
- 2 ANY LOCATION SHOWING CONFLICT BETWEEN RID STRUCTURE AND SIDEWALK TO BE ADDRESSED IN PROJECT SPONSOR'S PLANS TO MEANDER AROUND RID STRUCTURE.

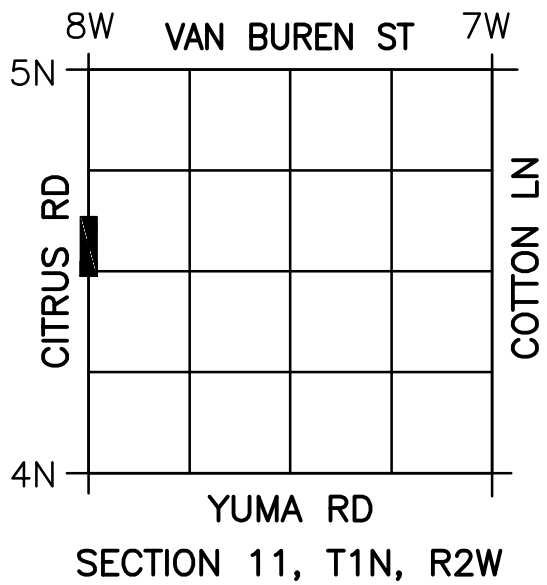
Construction Notes

- 1 SEE DETAIL 9, DWG D-1 FOR PIPE TRENCH DETAIL.
- 2 CONSTRUCT PIPE COLLAR PER DETAIL 8 ON DWG D-1.
- 5 CAUTION, OVERHEAD ELECTRIC LINES. PROTECT IN PLACE.
- 6 24 FT MINIMUM WIDTH CLEAR AREA FOR O&M ROAD CENTERED ON PIPE ALIGNMENT.

Removal Notes

- 1 REMOVE AND DISPOSE OF EXISTING PIPE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 601.
- 2 REMOVE AND DISPOSE OF EXISTING IRRIGATION STRUCTURE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.
- 3 REMOVE AND DISPOSE OF EXISTING CONCRETE LINING AS REQUIRED FOR CONSTRUCTION OF FACILITIES. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.

Key Map



Benchmark

AN ELEVATION OF 989.46 WAS HELD ON A FOUND MARICOPA COUNTY BRASS CAP IN HAND HOLE LOCATED AT THE INTERSECTION OF CITRUS ROAD AND HARRISON STREET.



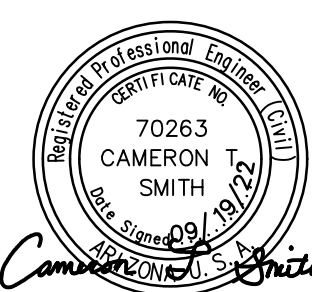
Stantec Consulting Services Inc.
3133 West Frye Road, Suite 300
Chandler, AZ 85226 USA
Tel. 480.687.6100
www.stantec.com

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File Name:	181301375.DWG	SCY	CTS	CTS	MM.DD.YY
		Dwn.	Chkd.	Dsgn.	MM.DD.YY

Permit-Seal



Client/Project

ROOSEVELT IRRIGATION DISTRICT
LATERALS 8 & 8EL
GOODYEAR FIRE STATION 188
GOODYEAR, ARIZONA

Title

PLAN AND PROFILE
STA 36+68 TO 43+14

Project No.	Scale
181301375	AS SHOWN
Drawing No.	Sheet
	Revision

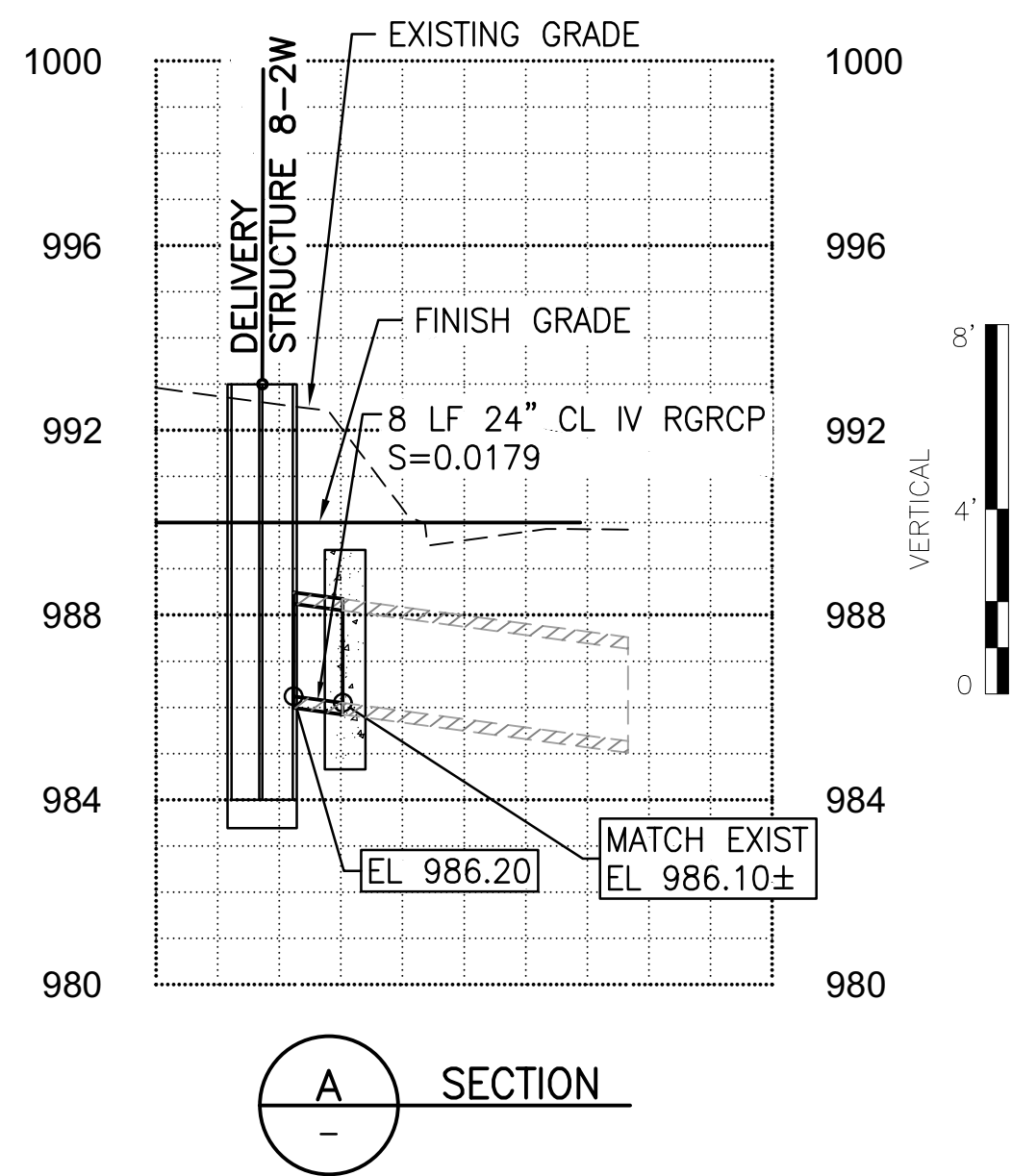
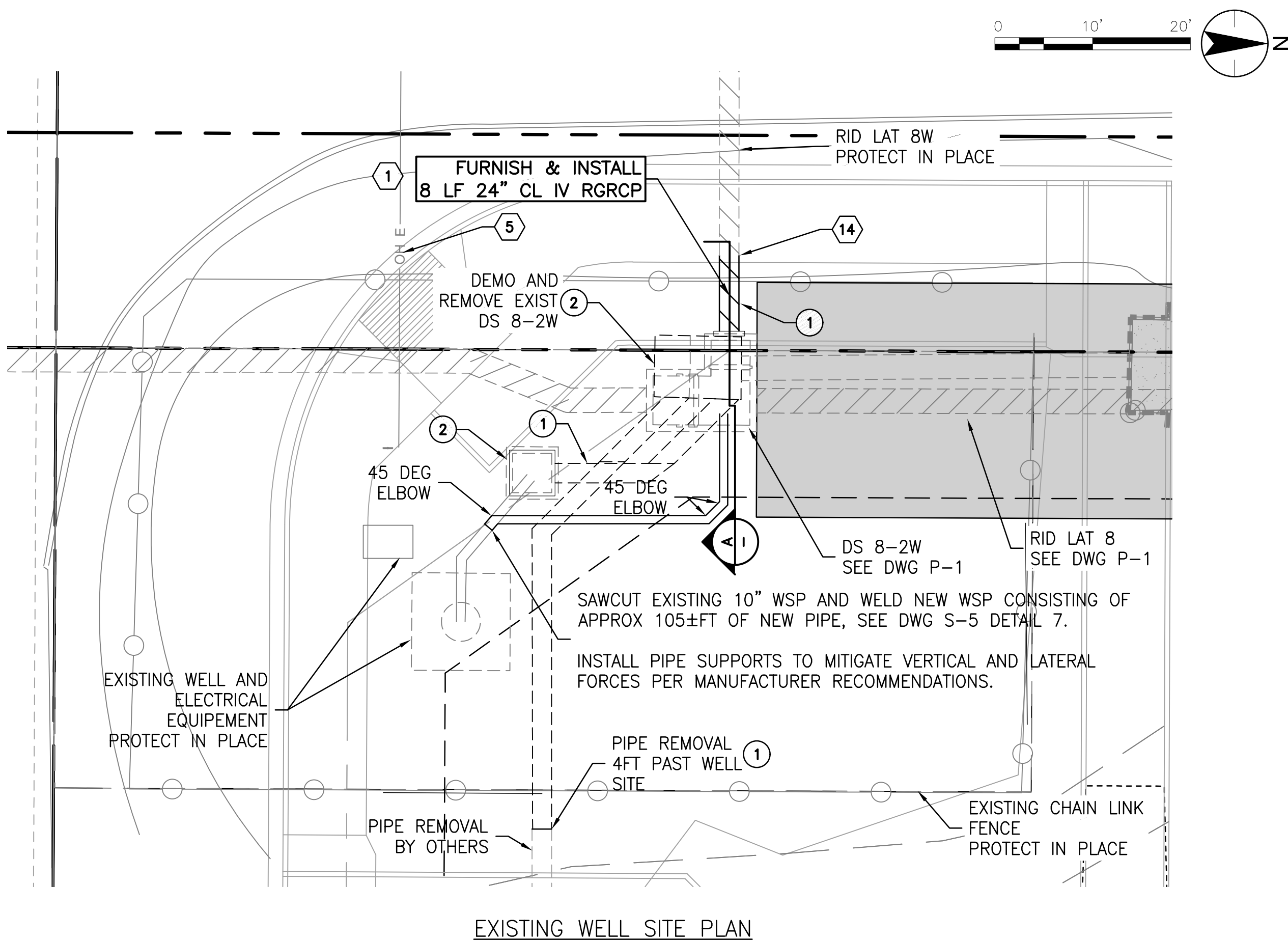
P-1

3 of 14

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EXHIBIT “5”

EXHIBIT 5

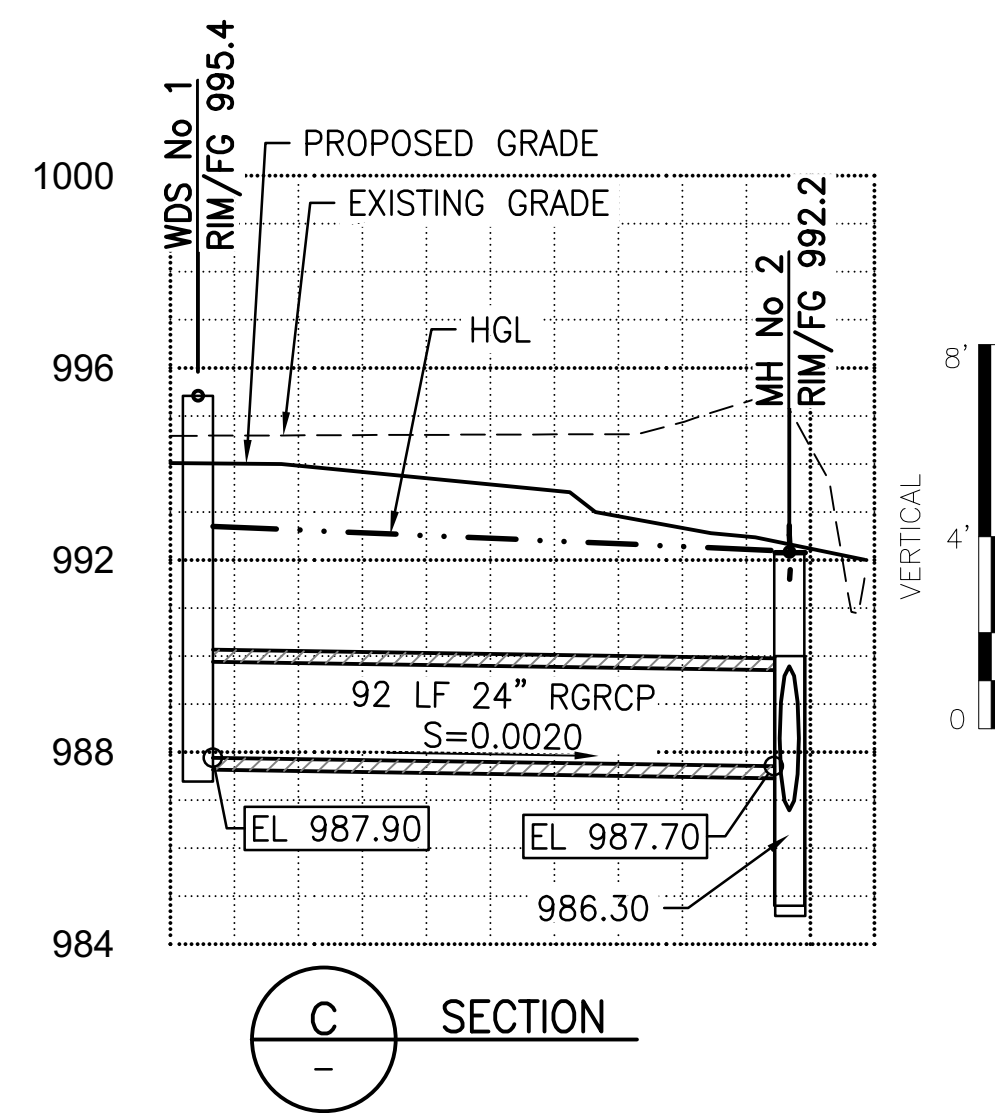
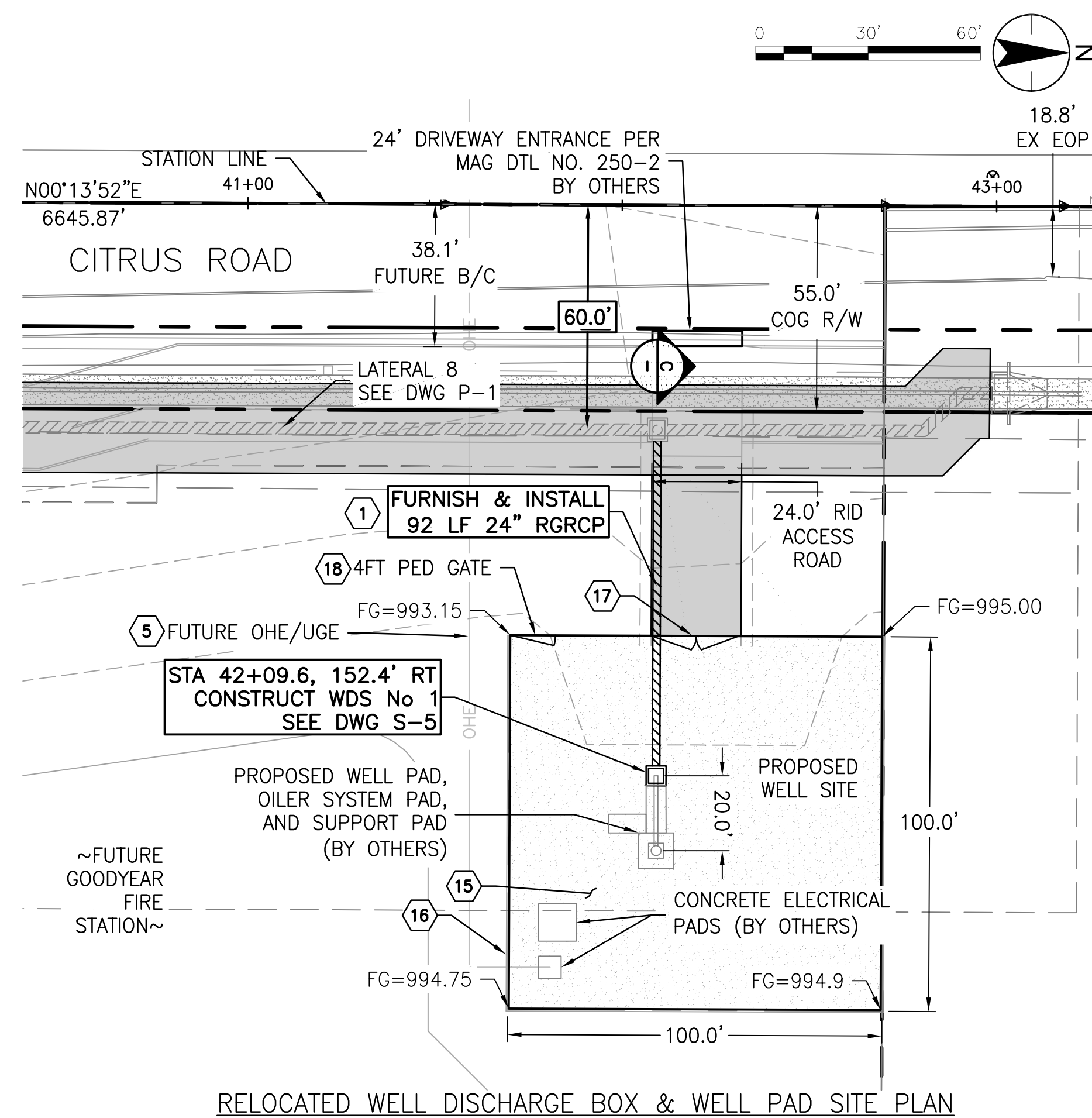


Construction Notes

- 1 SEE DETAIL 9, DWG D-1 FOR PIPE TRENCH DETAIL.
- 2 CONSTRUCT PIPE COLLAR PER DETAIL 8 ON DWG D-1.
- 5 CAUTION, OVERHEAD ELECTRIC LINES. PROTECT IN PLACE.
- 14 SAWCUT EXISTING PIPE OR REMOVE TO NEAREST VIABLE JOINT AND CONSTRUCT PIPE COLLAR PER DETAIL 8 ON DWG D-1.
- 15 PROVIDE 3" COMPACTED THICKNESS OF 3/4" ABC PER MAG SPEC 701.
- 16 6' CHAIN LINK FENCE (+/- 400 LF) PER MAG DTL NO. 160. (NOTE: CITY OF GOODYEAR PROPOSED BLOCK/WROUGHT IRON ENCLOSURE OPTION.)
- 17 24' GATE, DOUBLE SWING. PER MAG DTL. NO. 160.
- 18 4' PED CHAIN LINK SWING GATE. CONFORMING TO MAG DTL. NO. 160.

Removal Notes

- 1 REMOVE AND DISPOSE OF EXISTING PIPE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 601.
- 2 REMOVE AND DISPOSE OF EXISTING IRRIGATION STRUCTURE. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.
- 3 REMOVE AND DISPOSE OF EXISTING CONCRETE LINING AS REQUIRED FOR CONSTRUCTION OF FACILITIES. BACKFILL AND COMPACT PER MAG STD SPECIFICATIONS SECTION 211.
- 5 CONTACT RID AT 623.386.2046 TO SALVAGE MANHOLE COVER/TRASHRACK.

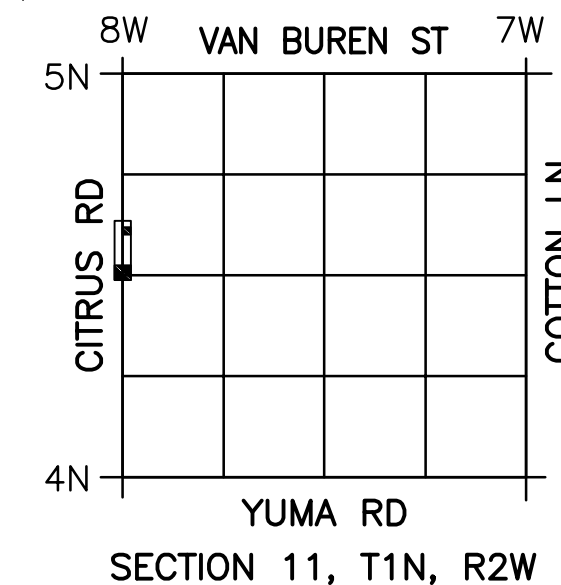


ROOSEVELT RID IRRIGATION DISTRICT

General Notes

- 1 CONTRACTOR SHOULD BE AWARE OF BURROWING OWLS WITHIN PROJECT LIMITS.
- 2 ANY LOCATION SHOWING CONFLICT BETWEEN RID STRUCTURE AND SIDEWALK TO BE ADDRESSED IN PROJECT SPONSOR'S PLANS TO MEANDER AROUND RID STRUCTURE.

Key Map



Benchmark

AN ELEVATION OF 989.46 WAS HELD ON A FOUND MARICOPA COUNTY BRASS CAP IN HAND HOLE LOCATED AT THE INTERSECTION OF CITRUS ROAD AND HARRISON STREET.



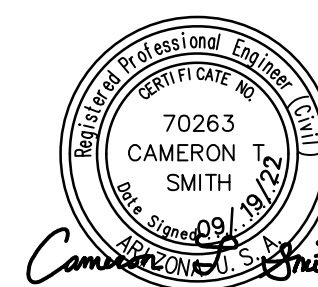
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File Name: 181301375.DWG

SCY CTS CTS MM.DD.YY
Dwnr. Chkd. Dsgn. MM.DD.YY

Permit-Seal



Client/Project

ROOSEVELT IRRIGATION DISTRICT

LATERALS 8 & 8EL

GOODYEAR FIRE STATION 188

GOODYEAR, ARIZONA

Title

SITE PLAN
LATERAL 8 & WELL SITES

Project No.	Scale	
181301375	AS SHOWN	
Drawing No.	Sheet	Revision

SP-1 4 of 14 0

EXHIBIT “6”

Exhibit 6

When recorded, return to:
Jake D. Curtis, Esq.
Burch & Cracchiolo, P.A.
702 E. Osborn Road, #200
Phoenix, AZ 85014

This transfer is exempt from the affidavit and filing fee requirements pursuant to A.R.S. § 11-1134(A)(2).

PARTIAL RELEASE AND RESTATEMENT OF EASEMENT

This PARTIAL RELEASE AND RESTATEMENT OF EASEMENT is given this ____ day of _____, 2023, by ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation, (hereinafter "RID"), through its undersigned agent, to CITY OF GOODYEAR, an Arizona municipal corporation (hereinafter "COG").

RID holds a blanket easement, dated October 16, 1926, recorded on June 15, 1929, in the Office of the Maricopa County Recorder at Book 39, Miscellaneous Records, page 169, for the construction, maintenance and operation of canals, ditches and laterals upon, over, along and across the West half of Section 11, Township 01 North, Range 02 West of the Gila and Salt River Base and Meridian (the "Blanket Easement").

Pursuant to the Blanket Easement, RID installed irrigation facilities on property now owned by COG. COG has requested that RID abandon the portion of the Blanket Easement that will not be required to maintain RID's lateral in its new location which was coordinated by both parties. The property in which the abandoned portion of the Blanket Easement is located is more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "Abandoned Easement").

By this Partial Release and Restatement of Easement, RID releases the Abandoned Easement to COG, subject to the terms and condition set forth herein. The effect of this PARTIAL RELEASE AND RESTATEMENT OF EASEMENT is that only RID's right to use the Abandoned Easement for irrigation purposes is, in fact, released. RID continues to own an easement for the construction, maintenance and operation of irrigation and related facilities pursuant to the remainder of the Blanket Easement.

Exhibit 6

RID and COG further agree to the following:

1) With respect to the RID irrigation and related facilities located within the Abandoned Easement, COG agrees to take ownership of those facilities and further agrees to indemnify, defend, and hold RID harmless for any claims arising on the Abandoned Easement or as a result of any RID facilities remaining on or within the Abandoned Easement.

2) All of the terms and provisions of this Agreement, including, without limitation, the benefits and burdens herein, run with the land and are binding upon and shall inure to the benefit and burden of all assigns, successors, tenants, heirs and personal representatives of COG and RID, as the case may be.

3) Prior to the transfer or assignment of this Agreement by COG to any other person or entity, COG shall provide written notice to RID of such transfer or assignment. Such notice (which shall be delivered to RID's Superintendent at 103 W. Baseline Road, Buckeye, AZ 85326) shall include the name and address of the transferee/assignee as well as the transferee's/assignee's contact person and telephone number.

4) The failure of either party to this Agreement to insist on the performance of any of the terms and conditions herein contained, or the waiver of any breach of any of the terms and conditions herein contained, shall not be construed as thereafter waiving any such terms and/or conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

5) If any provision of this Agreement is declared invalid or unenforceable, that provision shall be modified by the Parties to the extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be deemed severed, and the remaining provisions of this Agreement shall remain in full force and effect.

6) Each representative of a party signing this Agreement represents that he or she is authorized to do so.

7) This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The Parties authorize each other to attach all such signature pages to a single document so that the signatures of all parties will be physically attached to the same document for recording.

8) The effective date of this Agreement shall be the date on which the last party executes this Agreement.

9) The Recitals written above and the Exhibits attached hereto and referred to herein are incorporated by reference into this Agreement.

10) The Parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona.

11) Either party may enforce this Agreement by appropriate legal action, and the prevailing party in such action may recover, as part of its costs in such action,

Exhibit 6

reasonable attorney's fees and court costs. Any court proceeding regarding this agreement shall be initiated and prosecuted in a state or federal court located in Maricopa County, Arizona.

12) Any modification of this Agreement or additional obligation assumed by either party in connection herewith shall be binding only if evidenced by a writing that is signed by each party or an authorized representative of each party.

13) This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated herein.

[Signatures and acknowledgments on following pages.]

Exhibit 6

IN WITNESS WHEREOF, I have hereto set my hand this ____ day of _____, 2023.

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By _____
Its _____

State of Arizona)
)
County of Maricopa)

On this, the ____ day of _____, 2023, before me the undersigned Notary Public, personally appeared _____, who acknowledged himself to be the President of Roosevelt Irrigation District, an Arizona municipal corporation, and acknowledged that he, as such officer being authorized to do so, executed the foregoing instrument in the capacity thereon stated, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, I have hereto set my hand this ____ day of _____, 2023.

CITY OF GOODYEAR,
an Arizona municipal corporation

By _____
Its _____

State of Arizona)
)
County of Maricopa)

On this, the ____ day of _____, 2023, before me the undersigned Notary Public, personally appeared _____, who acknowledged himself to be the _____ of the City of Goodyear, and acknowledged that he as such officer, being authorized to do so, executed the foregoing instrument in the capacity thereon stated, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION FOR IRRIGATION PIPELINE EASEMENT
A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.

A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOCUMENT NUMBER 2007-1270551, MARICOPA COUNTY
RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF THE NORTHWEST
QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11,
MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER
CORNER OF SAID SECTION, MARKED BY A PK NAIL, BEARS SOUTH 89°41'11"
EAST (**BASIS OF BEARING**), A DISTANCE OF 5,283.82 FEET;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION
11, ALSO BEING THE WEST PROPERTY LINE, NORTH 00°13'53" EAST, A
DISTANCE OF 613.53 FEET, TO THE NORTHWEST PROPERTY CORNER,
MARKED BY PK NAIL;

THENCE ALONG THE NORTH PROPERTY LINE, SOUTH 89°46'07" EAST, A
DISTANCE OF 55.00, TO THE INTERSECTION OF SAID LINE AND THE EAST
COUNTY ROAD LINE DESCRIBED IN BOOK 15 OF MAP, PAGE 81, M.C.R.;

THENCE CONTINUING ALONG SAID PROPERTY LINE, SOUTH 89°46'07" EAST, A
DISTANCE OF 27.96 FEET, TO THE **POINT OF BEGINNING (P.O.B.)**;

THENCE CONTINUING ALONG SAID LINE, SOUTH 89°46'07" EAST, A DISTANCE
OF 584.04 FEET, TO THE NORTHEAST PROPERTY CORNER;

THENCE ALONG THE EAST PROPERTY LINE, SOUTH 00°13'53" WEST, A
DISTANCE OF 584.49 FEET, TO THE NORTHEAST CORNER OF THE DEDICATED
RIGHT-OF-WAY DESCRIBED IN DOCUMENT NO. 2022-0631011, M.C.R.;



Title: DESCRIPTION

Project #: 18008015

Date: 08/17/2023

Scale: N / A

Page: 1 OF 4



EXHIBIT "A"

DESCRIPTION FOR IRRIGATION PIPELINE EASEMENT
A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE, NORTH 89°41'11" WEST, A
DISTANCE OF 329.96 FEET, TO THE NORTHWEST CORNER OF SAID
RIGHT-OF-WAY PARCEL;

THENCE CONTINUING NORTH 89°41'11" WEST, A DISTANCE OF 254.08 FEET,

THENCE NORTH 00°13'53" EAST, A DISTANCE OF 511.09 FEET;

THENCE SOUTH 89°46'26" EAST, A DISTANCE OF 32.04 FEET;

THENCE NORTH 00°13'53" EAST, A DISTANCE OF 24.00 FEET;

THENCE NORTH 89°46'26" WEST, A DISTANCE OF 32.04 FEET;

THENCE NORTH 00°13'53" EAST, A DISTANCE OF 48.56 FEET, TO THE **POINT
OF BEGINNING.**

CONTAINING 340,353 SQUARE FEET OR 7.813 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Title: DESCRIPTION

Project #: 18008015

Date: 08/17/2023

Scale: N / A

Page: 2 OF 4



EXHIBIT "A"

EXHIBIT FOR
A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.

LEGEND

NW.	NORTHWEST		FOUND BRASS CAP IN HAND HOLE
N.	NORTH		FOUND BRASS CAP FLUSH
SW.	SOUTHWEST		FOUND PK NAIL
W.	WEST	BK	BOOK
S.	SOUTH	PG	PAGE
E.	EAST	MCR	MARICOPA COUNTY RECORDS
COR.	CORNER	N.T.S.	NOT TO SCALE
SEC.	SECTION	SEC.	SECTION
T.1N.	TOWNSHIP 1 NORTH	P.O.C.	POINT OF COMMENCEMENT
R.2W.	RANGE 2 WEST	P.O.B.	POINT OF BEGINNING
---	---	---	SECTION LINE
=====	=====	=====	PROPERTY LINE
-----	-----	-----	COUNTY ROAD
-----	-----	-----	EASEMENT LINE

LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 46' 26"E	32.04
L2	N0° 13' 53"E	24.00
L3	N89° 46' 26"W	32.04
L4	N0° 13' 53"E	48.56

Title: EXHIBITProject #: 18008015Date: 08/17/2023Scale: N / APage: 3 OF 4

EXHIBIT "A"

EXHIBIT FOR

A PORTION OF THE LAND DESCRIBED IN "SPECIAL WARRANTY DEED",
RECORDED IN DOC# 2007-1270551, M.C.R.

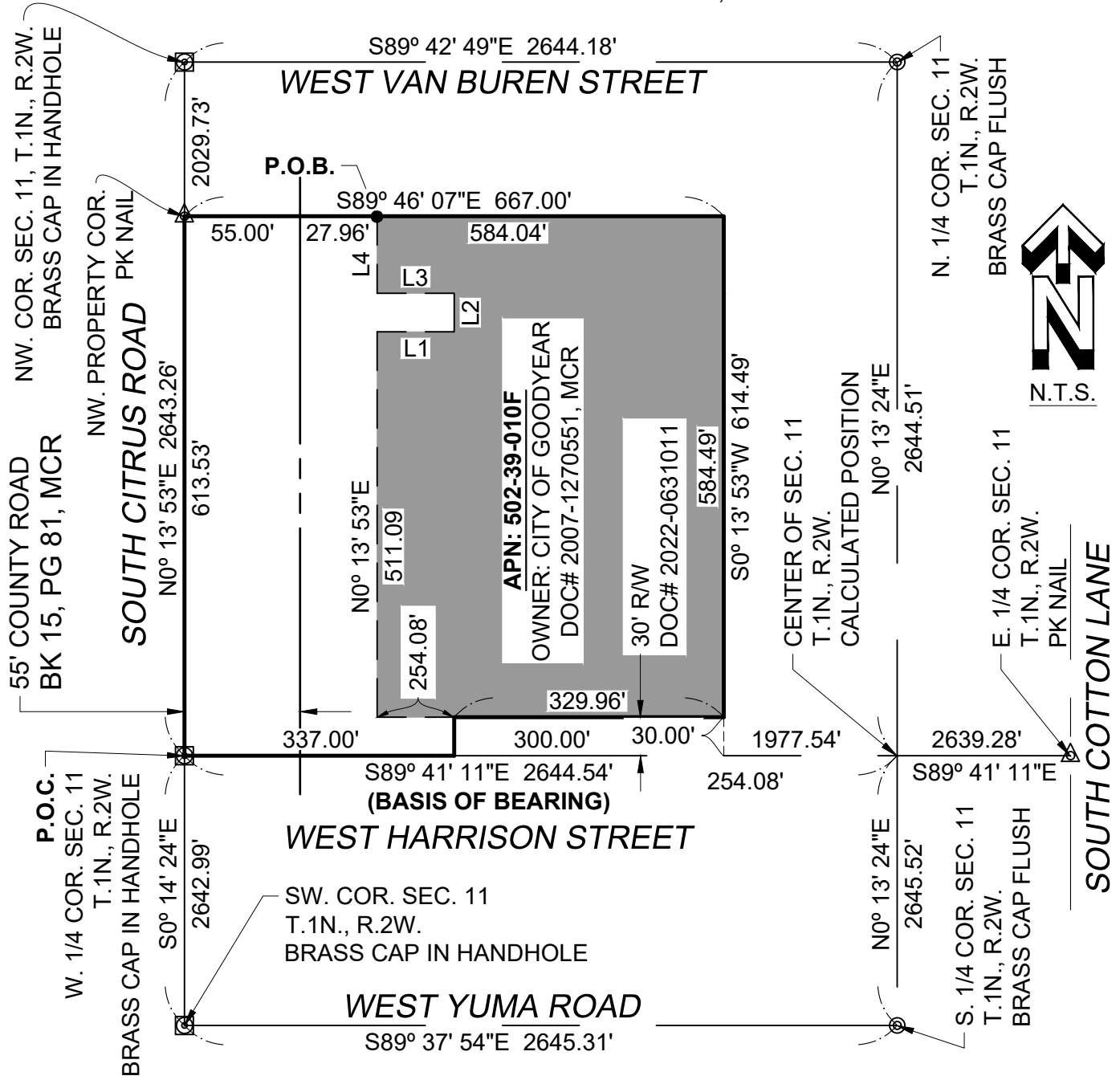
Title: EXHIBITProject #: 18008015Date: 08/17/2023Scale: N.T.S.Page: 4 OF 4

EXHIBIT “7”

Exhibit 7

When recorded return to:

Jake D. Curtis
Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014

TERMINATION OF EASEMENT

RELEASE GIVEN this ___ day of _____ 20 __, by ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation, through its undersigned agent, to the CITY OF GOODYEAR, an Arizona municipal corporation (hereinafter COG).

ROOSEVELT IRRIGATION DISTRICT is the holder of an easement, which easement is dated May 30, 1972, and recorded on June 8, 1972, in the official records of the Maricopa County Recorder's Office at Book 9487, page 31, for the construction, maintenance and operation of wells, pumps, machinery and equipment on certain land which is owned by COG, and more particularly described as follows (the Property):

The South 100.00 feet of the West 100.00 feet of the NW-1/4, Section 11, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; except the West 55.00 feet thereof. Containing 0.1033 acres.

ROOSEVELT IRRIGATION DISTRICT hereby releases to COG, its successors and assigns, ROOSEVELT IRRIGATION DISTRICT's easement described above and conveys all of its interest to COG, its successors and assigns, in such easement and in the Property, thereby terminating the easement with respect to the above-described Property.

[Signatures and acknowledgment on following pages.]

Exhibit 7

IN WITNESS WHEREOF, an authorized representative of Roosevelt Irrigation District, has executed this Release at Phoenix, Arizona on the aforesaid date.

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as the _____ of the ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT “8”

Exhibit 8

DIRECTORS
W. BRUCE HEIDEN, PRESIDENT
K.C. GINGG
BRANDON LEISTER
JASON ROVEY
JOHN K. VANDERWEY



SUPERINTENDENT
DONOVAN L. NEESE

103 WEST BASELINE ROAD
BUCKEYE, ARIZONA 85326
TELEPHONE (623) 386-2046
FAX (623) 386-4360

13 September 2022

CORE Construction
240 N. Center Street
Mesa, Arizona 85201

Attention: Jason Santor

Dear Mr. Santor,

Reference: RID Lateral 8 – Goodyear Fire Station (181301375 - Post Design)

As requested, the Roosevelt Irrigation District (RID) is herein providing a scope of work and funding requirement for the relocation of RID irrigation and/or drainage facilities along a portion of RID Lateral 8 in association with the above referenced project.

The relocation of RID facilities within the development project includes piping of existing ditch, removal of existing structures and the design of new appurtenant irrigation structures.

Estimated RID fees for engineering design, post design services- well, RID easement modification, project coordination and expenses for the RID relocation project are detailed in the enclosed Fee Proposal.

A summary of the funding to be advanced to RID for this project is as follows:

Engineering Fees & Expenses	\$95,126.44
RID Administration Fees	\$12,012.64
RID Well Program Management	\$25,000.00
TOTAL FUNDS DUE	\$132,139.08

The attached Participation Agreement Letter (PAL) must be signed and returned to the RID office along with funds payable to the Roosevelt Irrigation District in the amount noted above. The commencement of engineering work will be scheduled once the signed PAL has been returned to RID along with the requested funds. Any funds remaining in the RID project account at the end of the project will be refunded to the project sponsor.

Exhibit 8

13 September 2022
Attention: Jason Santor
Page 2 of 2

Reference: RID Lateral 8 – Goodyear Fire Station (181301375 - Post Design)

This funding request is valid for 60 days from the date on the letter. RID reserves the right to update the package should funding not be received in full within this time frame.

Please contact Cameron Smith at Stantec Consulting Services Inc. (702-258-4956) or me if you have any questions or need any additional information.

Sincerely,

ROOSEVELT IRRIGATION DISTRICT



Donovan L. Neese
Superintendent

Attachments: Stantec Fee Proposal, RID Participation Agreement Letter

c. Files, Cameron Smith (Stantec)

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Exhibit 8



ROOSEVELT IRRIGATION DISTRICT
RID Lateral 8, Well 033-4.6N- Goodyear Fire Station 188 (181301375)

POST DESIGN SERVICES

7/24/2022

TASK NO.	TASK DESCRIPTION	2022 Hours						2023 Hours						Sub-Total Labor Hours	Sub-Total Labor Cost	Expenses	Total Cost
		Project Principal	Senior Project Engineer	Senior Project Engineer	EIT/Designer	Construction Observer	Project Administrator	Project Principal	Senior Project Engineer	Project Engineer/ Senior Designer	EIT/Designer	Construction Observer	Project Administrator				
		Level 15	Level 13	Level 11	Level 9	Const Obs	Level 7	Level 15	Level 13	Level 11	Level 9	Const Obs	Level 7				
105	Post Design Services - Lateral																
	- On-Site Construction Observation and Coordination with Contractors, District and District Engineer - Provide On-Call Engineering Support Services During Construction - Review, Process and Archive As-Built Drawings from Contractor - Update District System Mapping	1	4	20	0	261	0	1	0	0	4	152	0	443	\$69,448		\$69,448
106	Project Management																
	- Post Design Scoping - Schedule Creation and Management - Safety Protocols, Preparation and Documentation - Project Management and Correspondence - Project Invoicing & Closeout	3	0	15	9	0	8	2	0	6	6	0	10	59	\$9,251		\$9,251
107	Post Design Services - Well																
	- ADWR Permitting - Provide On-Call Engineering Support Services During Construction - Review, Process and Archive Well Testing - Site Visits and Coordination with COG	0	24	0	0	0	0	0	20	0	0	0	0	44	\$8,216		\$8,216
108	Easement Modification/ Well Coordination																
	- Draft Partial Release and Restatement of Easement - Attend Board Meeting to Discuss Retirement of Gates, Tailwater, and Easement - Draft Gate Retirement - Draft Tailwater Retirement	0	0	6	8	0	0	1	0	3	0	0	0	18	\$2,913		\$2,913
990	Expenses																
	- Travel - Printing															\$5,298	\$5,298
TOTAL LABOR HOURS		4	4	35	9	261	8	3	0	6	10	152	10	564			
TOTAL ENGINEERING COST		\$824	\$736	\$5,810	\$1,341	\$40,194	\$1,064	\$636	\$0	\$1,026	\$1,530	\$24,168	\$1,370		\$89,828	\$5,298	\$95,126

Exhibit 8

<i>RID ADMINISTRATION FEES DESCRIPTION</i>	Units	Cost /Unit	Cost
RID Well Program Management	LS	\$25,000.00	\$25,000.00
RID Administration Fee (10% Engineering and Well Program Management Labor + Expenses)	LS	\$12,012.64	\$12,012.64
<i>TOTAL RID FEES</i>			\$37,012.64

<i>TOTAL COST</i>	\$132,139.08
<i>TOTAL ADDITIONAL FUNDING DUE</i>	\$132,139.08

1. No agencies/utilities review fees have been included. Project Sponsor will be responsible for these fees at time of RID submittal(s).
2. Permit fees not included. RID ROW Crossing permit fees will be \$500 per plan set, payable at execution. RID License to Construct permit fee will be \$500 per project, payable at execution. Permits expire 365 days from date issued.
3. If the project extends beyond the calendar year a change order may be required to account for annual rate increases.
4. Travel Expenses including but not limited to mileage, fuel, rental vehicle, hotel accommodations depending on the nature and time constraints
5. Printing expenses including but not limited to full size plans, half size plans, roll plots, letter size sheets, color or black and white, copies as requested by RID, binders and tabs for carrying on-site or to RID.
6. Acceptance of this agreement by the responsible parties acknowledges the ongoing COVID-19 pandemic and understanding that the Estimated Fee presented herein does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, RID shall notify the responsible parties as soon as practical once impacts are realized.

Exhibit 8

ROOSEVELT IRRIGATION DISTRICT

103 West Baseline Road
Buckeye, AZ 85326-1115
(602) 386-2046

Participation Agreement Letter

13 September 2022

1. The Roosevelt Irrigation District (RID) has recently been contacted by the undersigned Sponsor regarding a proposal to relocate RID irrigation and/or drainage facilities Lateral 8 – Goodyear Fire Station (181301375).
2. Any such modification or relocation is subject to the written approval of the RID Board of Directors and such approval may be granted or denied solely at the discretion of the Board.
3. Should the Board approve the Project, the Sponsor shall reimburse RID for all resulting costs incurred by RID, including but not limited to the following items: preparation of designs and specifications; design, construction and as-built surveys; bid advertising; opening and awarding the contract; construction inspection and testing; contract administration; right-of-way research, description, appraisals, and negotiations; review and coordination of other utilities affected by the Project to modify RID facilities; and any legal or administrative fees associated with the above items. Any existing irrigation facilities disturbed by new construction will be redesigned and reconstructed in accordance with the current RID standards.
4. To offset the additional costs incurred by RID in relation to the Project, the Sponsor shall remit to RID an additional deposit of \$132,139.08. This deposit will be placed in a special RID account and will be applied against the costs described above. Once this deposit is depleted, RID has no obligation to incur further costs or to proceed further with the engineering review, easement modification(s), construction inspection or the design and/or relocation of its facilities until subsequent deposit(s) in the amount(s) requested by RID are made to cover these costs. Any funds remain in the account following the completion of the project shall be refunded by RID to the Sponsor within thirty (30) days following the acceptance by RID of completed work.
5. If the Sponsor should rescind or cancel the request to construct RID facilities, the Sponsor shall be responsible for all costs incurred by RID in excess of the initial deposit.
6. RID reserves the right to design and construct any modifications and/or relocation of its facilities necessitated by the Project. The Sponsor shall bear all responsibility for reviewing construction plans and specifications prepared by RID to ensure that they are compatible with the Project.

Exhibit 8

Participation Agreement Letter
13 September 2022

RID Lateral 8 – Goodyear Fire Station (181301375)

7. RID shall make every reasonable attempt to accommodate the Sponsor's schedule. However, RID may require modification and/or relocations be constructed during scheduled dry-ups of the RID system. In any event, no liability shall accrue to RID for delays associated with its actions.
8. Before final construction plans are released, all outstanding RID administration fees and engineering costs associated with the design phase of the project must be paid in full.
9. Before the crossing and construction of the RID facilities relocation commences, an RID License to Construct must be executed and funds for estimated RID post design costs must be received by RID.
10. Provisions of this Participation Agreement Letter shall transfer to the Sponsor's successors and assigns until such time that all work required and agreed to are complete and accepted by RID.
11. By signature on the line indicated below, and the return of this letter with the required funds to the RID office, the Sponsor indicates agreement to the above terms and desires to proceed with plans to implement the project.

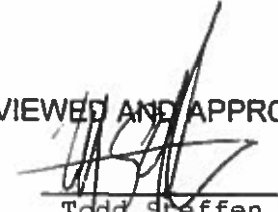
Very truly yours,

ROOSEVELT IRRIGATION DISTRICT



Donovan L. Neese
Superintendent

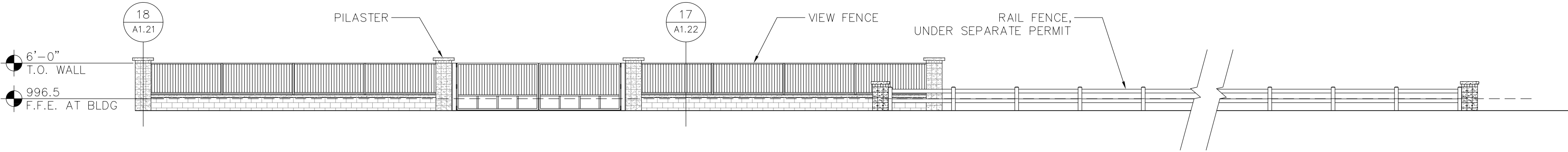
REVIEWED AND APPROVED:

By: 
Todd Steffen

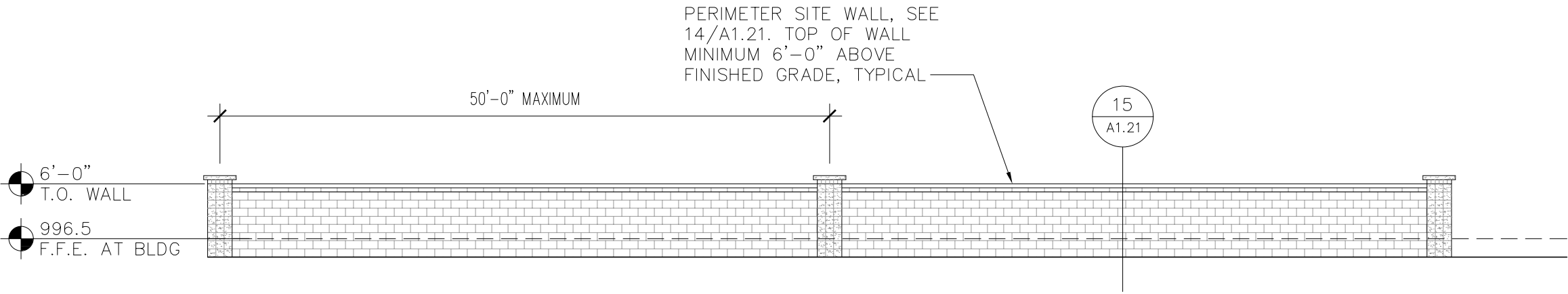
Title: President

Date: 9/22/22

EXHIBIT “9”

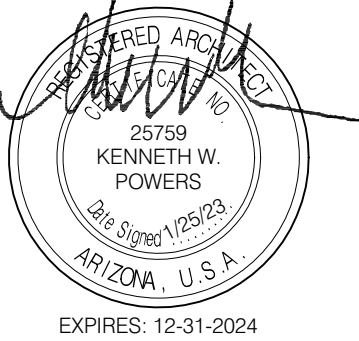


2 WELL SITE WALL ELEVATION - WEST (STREET VIEW)
SCALE: 3/32" = 1'-0"



1 WELL SITE WALL ELEVATIONS - NORTH, SOUTH, AND EAST
SCALE: 3/32" = 1'-0"

Seal



These drawings are instruments of service and are the property of Howard Perlman, AIA. Howard Perlman expressly reserves its common law copyright and other property rights to these plans. These plans are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the expressed written permission and consent of Howard Perlman, AIA. Written dimensions on these drawings shall have precedence over scaled dimensions.

© COPYRIGHT 2018, HOWARD PERLMAN, A.I.A.

Rev	Date	By	Description
1	1/25/23	BW	CITY COMMENTS

City of Goodyear
Fire Station No. 188
17840 West Harrison Street
Goodyear, AZ 85338

Drawn/Checked By

CE /BW /GA

Date

January 25, 2023

Project Number

321030

Sheet Number

SITE WALLS

A1.13