

When recorded return to:

City of Goodyear
City Clerk / KLS
1900 N. Civic Square
Goodyear, Arizona 85395
QS-88B

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

FIBER OPTIC EASEMENT AGREEMENT

This Fiber Optic Easement Agreement (the “Agreement”) is made and entered into October 30, 2023 by and between **City of Goodyear, an Arizona municipal corporation** (the “City”), and **SDC PHX I, LLC, a Delaware limited liability company** (“Grantee”).

RECITALS

WHEREAS, the City owns certain real property dedicated as right-of-way commonly known as South 141st Avenue, located in the City of Goodyear, as set forth in instrument number 2009-0044668 in the official records of Maricopa County (the “City Right-of-Way”); and

WHEREAS, Grantee owns certain real property located in the City of Goodyear as described in instrument number 2019-0093658 in the official records of Maricopa County; and

WHEREAS, to facilitate its operations, Grantee desires to construct a conduit duct bank and install fiber optic lines within the conduit duct bank from Grantee’s Property to that certain property located in the City of Goodyear as described in instrument number 2018-0649640 in the official records of Maricopa County (the “Microsoft Property”), which requires the installation of Fiber Optic Facilities within City right-of-way and public utility easements granted or to be granted to the City located within Grantee’s Property and the Microsoft Property; and

WHEREAS, because the City has water and wastewater infrastructure improvements within City right-of-way, permits certain other infrastructure within City right-of-way and permits the installation of public utility improvements within public utility easements, the City requires measures that will mitigate any potential damage to the Fiber Optic Facilities caused by any current or future work being done within the Easement Area and the City’s Public Utility Easement Areas and that will minimize the risk of the City being liable for any damage resulting from work done within the Easement Area and the City’s Public Utility Easement Areas whether permitted by the City or not; and

WHEREAS, subject to the terms and conditions set forth herein, the City has agreed to provide Grantee a Fiber Optic Easement.

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. Incorporation of Recitals. The Parties acknowledge the accuracy of the foregoing recitals, which are hereby incorporated into this Agreement as though fully restated herein.

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

2.1. City means the City of Goodyear, an Arizona municipal corporation

2.2. City's Public Utility Easement Areas, means the ten foot (10') public utility easement on the Microsoft Property dedicated to the City by Instrument 1983-0492562; the eight foot (8') public utility easement on Grantee's Property dedicated to the City by Instrument 2009-0044669; and a ten foot (10') public utility easement on Grantee's Property that Grantee will be dedicating to the City as reflected in the Final Plat for Stream Data Center attached hereto as Exhibit C and incorporated herein by this reference.

2.3. Claims means any and all demands, claims, suits, awards, settlements, judgments, bodily injuries, personal injuries (including death), property damage, liabilities, expenses, losses, court costs, attorneys' fees, and/or any other damages.

2.4. Dry Utility Details means sheet CO1-14 Dry Utility Details for PHX01 – Phase 5 attached hereto as Exhibit B and incorporated herein by this reference.

2.5. Easement Area means the Parcel 1 Easement Area and the Parcel 2 Easement Area.

2.6. Fiber Optic Easement means the easement granted to Grantee set forth in Section 3 below.

2.7. Fiber Optic Facilities mean a conduit duct bank consisting of twelve (12) four-inch (4") conduit ducts constructed within the Parcel 1 Easement Area pursuant to the requirements set forth in Section 6.1 below, a conduit duct bank consisting of twelve (12) four-inch (4") conduit ducts constructed within the Parcel 2 Easement Area pursuant to the requirements set forth in Section 6.1 below, and the fiber optic lines installed within such conduit duct banks.

2.8. Grantee means SDC PHX I, LLC, a Delaware limited liability company and Grantee's Successors and Assigns.

2.9. Grantee Property means that certain real property described in described in instrument number 2019-0093658 in the official records of Maricopa County, which document is adopted and incorporated herein by this reference.

2.10. Grantee's Successor's and Assigns means any person or entity that succeeds to or is assigned any interest in all or part of the Grantee Property.

2.11. Grantor means, the City of Goodyear, an Arizona municipal corporation.

2.12. Parcel 1 Easement Area means that area legally described as Parcel 1 in that certain document titled Legal Description for Stream Data Center Fiber Easement, attached hereto as Exhibit A and incorporated herein by this reference.

2.13. Parcel 2 Easement Area means that area legally described as Parcel 2 in that certain document titled Legal Description for Stream Data Center Fiber Easement, attached hereto as Exhibit A and incorporated herein by this reference.

3. EASEMENT. Subject to the terms and conditions set forth in this agreement and to the extent of its right, title, and interest, the City of Goodyear, an Arizona municipal corporation does hereby grant and convey to SDC PHX I, LLC, a Delaware limited liability company, for the benefit of Grantee's Property, a perpetual, non-exclusive Fiber Optic Easement under, upon, over, and across the Easement Area for the purposes described herein. This Fiber Optic Easement is solely for the purpose of entering upon the Easement Area and constructing, installing, operating, maintaining, repairing, replacing, and removing underground Fiber Optic Facilities within the Easement Area by Grantee and its employees, agents, representatives and contractors. Subject to the terms and conditions set forth in this agreement, 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.

4. CITY'S SUPERIOR RIGHTS. The City reserves its prior superior rights to use the public right-of-way and City property, including the Easement Area, for all public purposes, including, but not limited to the installation, maintenance, operation, repair, and replacement, of City-owned public utilities. The City shall use best efforts to avoid any conflict with the Fiber Optic Facilities due to future installation, construction, maintenance, repair and replacement of City-owned public utilities, provided however, that in the event such a conflict cannot be reasonably be avoided. Grantee shall, at Grantee's sole cost and expense, cooperate and coordinate with the City and its consultants and contractors to protect and, if necessary, relocate the Fiber Optic Facilities into a replacement easement area reasonably acceptable to both parties. When the City exercises its prior superior right reserved herein, Grantee shall at Grantee's sole costs and expense, move the Fiber Optic Facilities located within the Easement Area to such location as the City directs. Notwithstanding the foregoing, the City shall bear the entire cost of relocating any of the Fiber Optic Facilities located within the Easement Area, the relocation of which is necessitated by the construction of improvements by, or on behalf of the City in furtherance of any non-governmental function. Upon the relocation of the Fiber Optic Facilities, this Agreement shall be amended to revise the legal descriptions of the Easement Area to reflect the location of the relocated Fiber Optic Facilities to the replacement easement area.

5. RESPONSIBILITY FOR FIBER OPTIC FACILITIES. Grantee shall be responsible for constructing, maintaining, repairing and replacing the Fiber Optic Facilities within the Easement Area. Except as otherwise provided herein, the Fiber Optic Facilities shall be constructed in compliance with all applicable federal, state, and/or local laws, ordinances, policies and procedures, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manual and the Maricopa Association of Government Standards, including the minimum separation requirements between water and sewer infrastructure and fiber installations.

6. CONSTRUCTION REQUIREMENTS. Grantee agrees as follows:

6.1. Grantee shall construct or cause to be constructed conduit duct banks within the Easement Areas and within the City's Public Utility Easement Areas in accordance with the depiction of the Typical twelve (12) four-inch (4") Conduit Ductbank 3,500 PSI

Concrete Encasement with Concrete Cap (Offsite Public Roadway Crossing) in the Dry Utility Details attached hereto as Exhibit B and incorporated herein by this reference, which includes a six-inch (6") Thick Concrete Cap with #4 Rebar twelve-inch (12") on Center Each Way, Center in Concrete Cap (TYP).

6.2. In connection with the installation of the conduit duct bank within the Parcel 2 Easement Area, Grantee shall:

6.2.1. Remove $\pm$ five (5) linear feet of existing twelve-inch (12") DIP Water Line South Tee and Install one (1) – twelve-inch (12") Mechanical Cap and Thrust Block per MAG Detail 380 Northing: 880249.66 Easting: 564157.19 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D.

6.2.2. Remove $\pm$ five (5) linear feet of existing eight-inch (8") PVC Sewer Line Northing: 880191.13 Easting: 564149.37 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D and incorporated herein by this reference.

6.2.3. Install one (1) – eight-inch (8") Plug per MAG Detail 427 Northing: 880193.60 Easting: 564149.29 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D.

6.2.4. Install one (1) – eight-inch (8") Plug per MAG Detail 427 Northing: 880188.60 Easting: 564149.41 as depicted in Sheet number C01-02.1 Demolition Plan for PHX01 – Phase 5 attached hereto as Exhibit D.

6.3. Grantee shall, at its sole cost and expense, restore, to as close to the original condition as is reasonably practicable, any portion of the Easement Area or City's Public Utility Easement Areas, including, but not limited to, the restoration of any roadways, sidewalks, driveways, landscaping, or similar surface improvements, that may have been removed, relocated, altered, damaged, or destroyed in connection with Grantee's exercise of its rights under this Agreement.

6.4. Upon the termination of this Agreement and the Fiber Optic Easement granted herein, Grantee shall abandon the Fiber Optic Facilities located within the Easement Area and restore the Easement Area to as close to the original condition as is reasonably practicable. The Fiber Optic Facilities shall be abandoned in a manner as directed by the City Engineer or his/her designee, which may include the removal of the Fiber Optic Facilities or measures to abandon the Fiber Optic Facilities in place. The abandonment of the Fiber Optic Facilities shall be completed within six (6) months of the date of the termination of this Agreement and the easement granted herein unless the abandonment deadline is extended in writing by the City Engineer or his/her designee.

7. INDEMNITY. In consideration of the City's granting Grantee the Fiber Optic Easement, Grantee, and Grantee's Successors and Assigns, hereby agree to protect, defend, indemnify and hold harmless the City, its, elected officials, directors, managers, employees, representatives, and agents against any and all Claims that may be asserted against the City, including claims Grantee, and Grantee's Successors and Assigns may have against the City, arising out of or being in any way connected with the installation, operation, maintenance, repair, replacement and/or removal of the Fiber Optic Facilities installed within the Easement Area and City's Public Utility Easement Areas, including, but not limited to any and all Claims that may be asserted against the City arising out of damage to the Fiber Optic Facilities resulting

from the City's issuance of any permit for the installation of any public utilities within the Easement Area and the City's Public Utility Easement Areas, or the installation of any public utility improvements installed within the Easement Area and the City's Public Utility Easement Areas that are permitted by the City. The indemnification provision provided herein does not extend to Claims arising from the intentional wrongdoing of the City, its elected officials, directors, managers, employees, representatives, and agents. This indemnification provision shall survive the expiration or earlier termination of this Agreement.

8. PRIVATE USE. The provisions of this Agreement and the easement granted herein are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Area.

9. GIS SYSTEM. The City will add the Fiber Optic Facilities located within the Easement Area to its GIS System to register the location of the Fiber Optic Facilities, and provided Grantee provides legal descriptions for the portions of City's Public Utility Easement Areas within which the Fiber Optic Facilities are located, the City will add the Fiber Optic Facilities located within the City's Public Utility Easement Areas to its GIS System to register the location of the Fiber Optic Facilities.

10. TERMINATION. This Agreement, and the Fiber Optic Easement granted herein, shall not terminate unless abandoned through the recordation of a document formally abandoning the Fiber Optic Easement, which references this instrument and is executed and acknowledged by Grantor and Grantee. Upon such recordation, all Grantee's rights hereunder shall cease except the right to remove any and all property placed upon the Easement Area within a reasonable time subsequent to such abandonment.

11. COVENANT RUNNING WITH THE LAND. The Fiber Optic 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 Grantee Property and is binding upon Grantor and all successors and assigns in interest to all or part of the Easement Area.

12. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one agreement binding on all signatories thereto.

13. PAGE NUMBERING. The page numbering of this Agreement is exclusive of the Exhibit attached hereto.

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 Fiber Optic Line Easement Agreement was acknowledged before me this
_____ day of _____, 2023 by Wynette Reed, 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:

SDC PHX I, LLC, a Delaware limited liability company

By: Stream Development XXIV, LLC,
a Texas limited liability company
Its: Managing Member

By: _____
Name: Robert W. Kennedy
Its: Manager

State of)
)ss.
County of)

On this _____ day _____, 2023 before me personally appeared Robert W. Kennedy, the Manager of Stream Development XXIV, LLC, a Texas limited liability company, the managing member of SDC PHX I, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this Fiber Optic Easement Agreement and who acknowledged to me that he, being duly authorized to do so, executed this Fiber Optic Easement Agreement on behalf of SDC PHX I, LLC, a Delaware limited liability company.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT 'A'

September 27, 2023

**LEGAL DESCRIPTION FOR
STREAM DATA CENTER
FIBER EASEMENT**

That part of the East Half of the Northeast Quarter of Section 21, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

PARCEL 1:

Commencing at the Maricopa County Highway Department Brass Cap in hand hole marking the Northeast Corner of said Section 21, from which the Maricopa County Brass Cap in hand hole marking the East Quarter Corner of said Section 21 bears South 01°01'23" East, a distance of 2605.12 feet;

Thence North 88°55'27" West, along the North line of the Northeast Quarter of said Section 21, a distance of 1285.03 feet to a point on the Northerly prolongation of the Easterly right-of-way of 141st Avenue;

Thence South 00°36'48" East, along said Easterly right-of-way, a distance of 122.96 feet to the Point of Beginning;

Thence continuing South 00°36'48" East, along said Easterly right-of-way, a distance of 20.00 feet to a point hereinafter referred to as Point A;

Thence South 88°58'14" West, departing said Easterly right-of-way, a distance of 60.00 feet to a point on the Westerly right-of-way of said 141st Avenue;

Thence North 00°36'48" West, along said Westerly right-of-way, a distance of 20.00 feet;

Thence North 88°58'14" East, departing said Westerly right-of-way, a distance of 60.00 feet to the Point of Beginning.

Containing 1200 Square Feet or 0.028 Acres, more or less.

Together with

PARCEL 2:

Commencing at the aforementioned Point A;

Thence South 00°36'48" East, along said Easterly right-of-way, a distance of 710.58 feet to the Point of Beginning;

Thence continuing South 00°36'48" East, along said Easterly right-of-way, a distance of 20.00 feet;

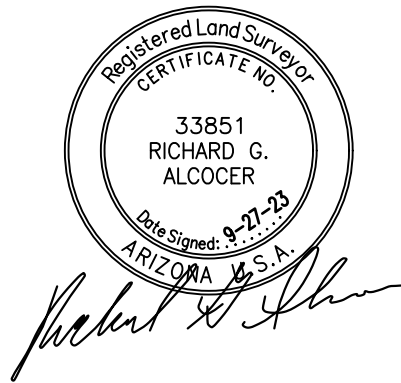
Thence South 88°39'43" West, departing said Easterly right-of-way, a distance of 60.00 feet to a point on the Westerly right-of-way of said 141st Avenue;

Thence North 00°36'48" West, along said Westerly right-of-way, a distance of 20.00 feet;

Thence North 88°39'43" East, departing said Westerly right-of-way, a distance of 60.00 feet to the Point of Beginning.

Containing 1200 Square Feet or 0.028 Acres, more or less.

The total containing 2400 Square Feet or 0.052 Acres, more or less.



STREAM DATA CENTER
FIBER EASEMENT

PARCEL 1:

N88°55'26.83" W 1285.03

S00°36'48.16" E 122.96

BOUNDARY

S00°36'48.20" E 20.00

S88°58'14.12" W 60.00

N00°36'48.16" W 20.00

N88°58'14.12" E 60.00
to

Area = 1200 0.028 AC

Closing course: 00°00'00.00" 0.000000

Misclosure: 1/Infinity

North Error: 0.000000

East Error: 0.000000



STREAM DATA CENTER
FIBER EASEMENT

PARCEL 2:

S00°36'48.16" E 710.58

BOUNDARY

S00°36'48.16" E 20.00

S88°39'43.10" W 60.00

N00°36'48.16" W 20.00

N88°39'43.10" E 60.00
to

Area = 1200 0.028 AC

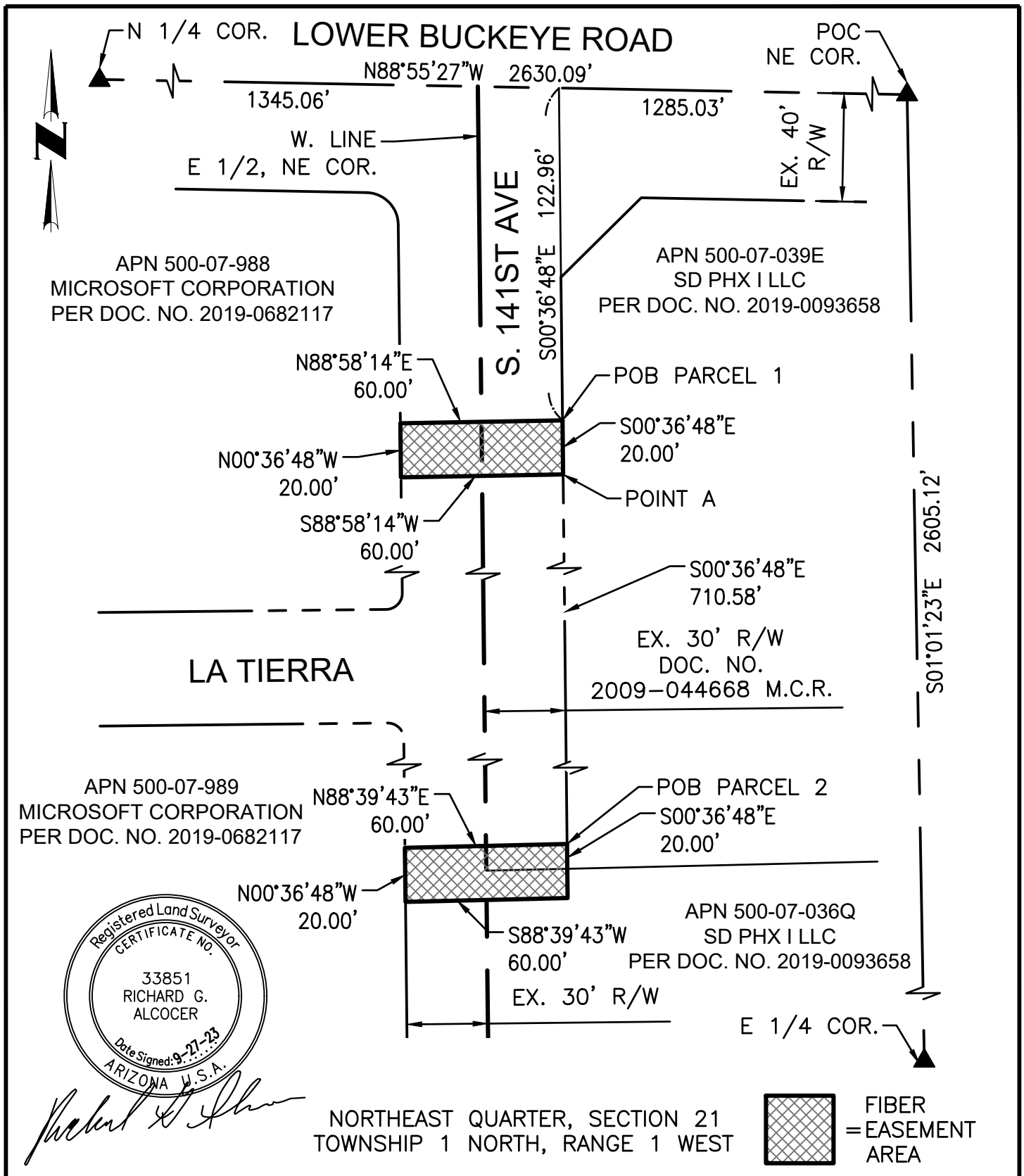
Closing course: 00°00'00.00" 0.000000

Misclosure: 1/Infinity

North Error: 0.000000

East Error: 0.000000





NOT TO SCALE	STREAM DATA CENTER	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	FIBER EASEMENT	1 OF 1

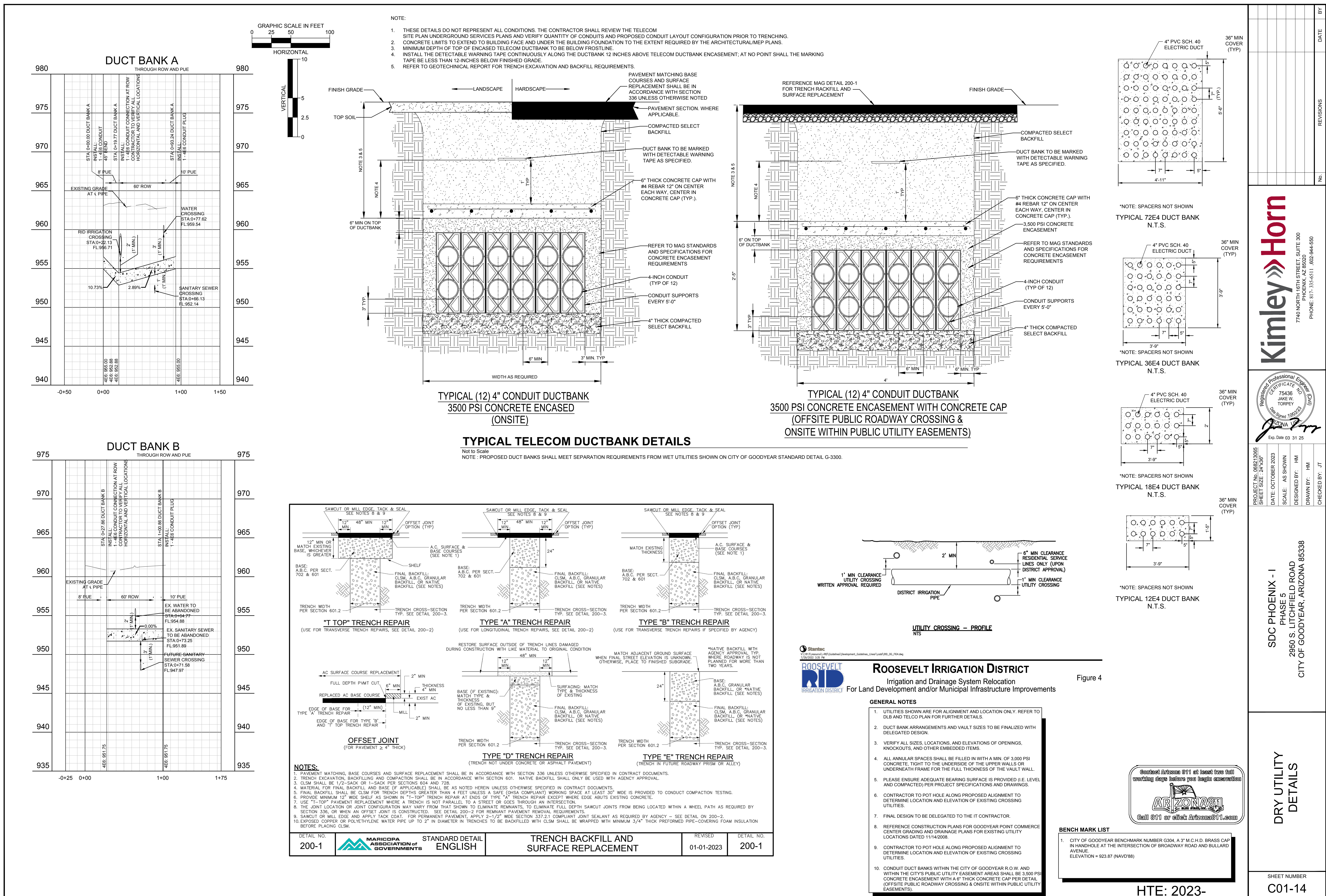


EXHIBIT C
SHEET 1 OF 3

FINAL PLAT
STREAM DATA CENTER

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "STREAM DATA CENTER", A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR THE PUBLIC STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES A NON-EXCLUSIVE DRAINAGE EASEMENT WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN THIS FINAL DESIGNATED AS P.U.E. DEDICATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (PUBLIC DRAINAGE EASEMENT AREAS). SUCH PUBLIC DRAINAGE EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING AND/OR REPAIRING DRAINAGE IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC DRAINAGE EASEMENT AREAS BY THE CITY AND ITS PERMITEES; THE PUBLIC DRAINAGE EASEMENT DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC DRAINAGE EASEMENT AREAS.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE CITY) FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN THIS FINAL DESIGNATED AS P.U.E. DEDICATED HEREON AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (PUBLIC UTILITY EASEMENT AREAS). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER,, HEREBY DECLARES THE PRIVATE ACCESS EASEMENT WITHIN THE SUBDIVISON AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN _____(CORPORATE NAME OF HOA) AND ARE DEDICATED FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: SDC PHOENIX I, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY

_____ AS _____ OF SDC PHOENIX I, LLC, A
DELAWARE LIMITED LIABILITY COMPANY.

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

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES

- THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
 - WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
 - IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
- THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE LOOP 303.
- THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE TO BE NOTED).
- ALL LOT CORNERS SHALL BE MONUMENTED WITH ½"REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

PARENT LEGAL DESCRIPTION

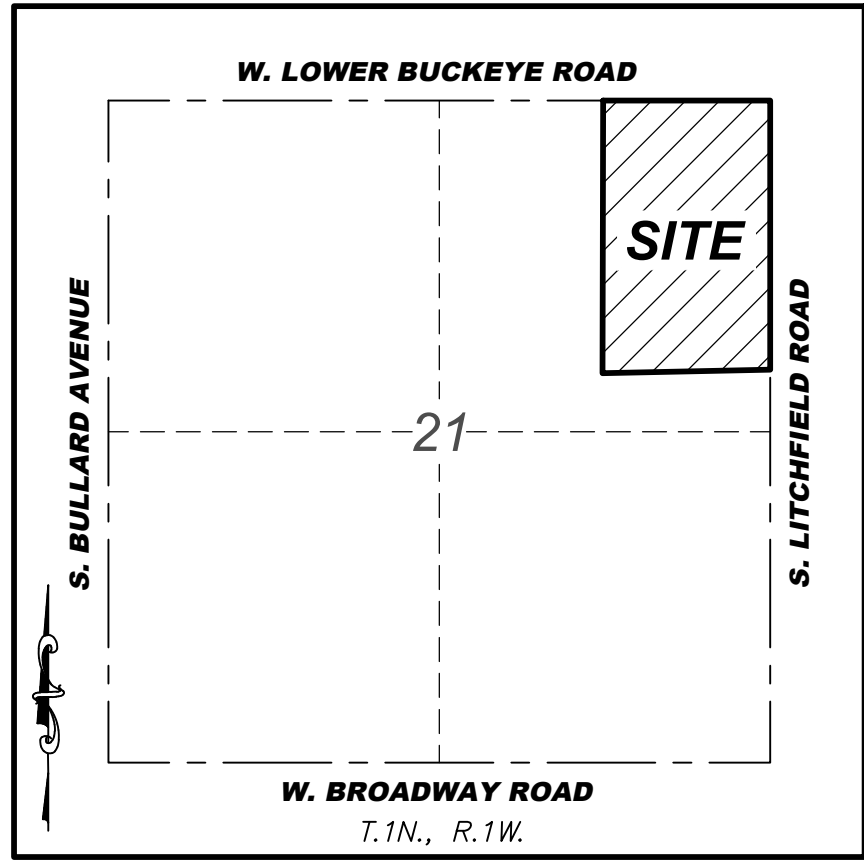
PARCEL NO. 1: (TAX PARCEL NO. 500-07-039E, PART)
THE SOUTH 131.00 FEET OF THE NORTH 207.00 FEET OF THE EAST 271.00 FEET OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2: (TAX PARCEL NO. 500-07-039E, PART)
THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 207.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 180.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3: (TAX PARCEL NO. 500-07-039E, PART)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 387.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 180.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4: (TAX PARCEL NO. 500-07-039E, PART)
THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 630.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 185.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5: (TAX PARCEL NOS. 500-07-039E AND 500-07-036Q, PART)
THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE SOUTH 131.00 FEET OF THE NORTH 207.00 FEET OF THE EAST 271.00 FEET OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND
EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 207.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 180.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING; AND
EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 630.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 21;
THENCE WEST, A DISTANCE OF 271.00 FEET;
THENCE SOUTH, A DISTANCE OF 185.00 FEET;
THENCE EAST, A DISTANCE OF 271.00 FEET;
THENCE NORTH, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
N.T.S.

OWNER

SDC PHOENIX I, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

AREAS

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	1,013,851	23.275
2	736,372	16.905
3	637,094	14.626
GROSS	2,594,812	59.569

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.

SAID LINE BEARS NORTH 88 DEGREES 55 MINUTES 27 SECONDS WEST.

BENCHMARK

CITY OF GOODYEAR BENCHMARK NUMBER G304, A 3" M.C.H.D. BRASS CAP IN HANDHOLE AT THE INTERSECTION OF BROADWAY ROAD AND BULLARD AVENUE.
ELEVATION = 923.87 (NAVD'88)

ZONING

ZONE: I-1
ZONING INFORMATION OBTAINED FROM MARICOPA COUNTY ASSESSORS WEBSITE.

*PER 2021 ALTA MINIMUM STANDARD DETAIL REQUIREMENTS: CURRENT ZONING CLASSIFICATION, BUILDING SETBACK REQUIREMENTS AND HEIGHT AND FLOOR SPACE AREA RESTRICTIONS ARE TO BE PROVIDED TO THE SURVEYOR BY THE INSURER. THE CLASSIFICATION, REQUIREMENTS AND RESTRICTIONS HAVE NOT BEEN PROVIDED AT THE TIME OF THIS SURVEY. THE ZONING CLASSIFICATIONS SHOWN ARE FOR REFERENCE.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2023.

BY: _____
MAYOR (JOE PIZZILLO)

ATTEST: _____
CLERK (DAROE MCCrackEN)

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2023.

BY: _____
CITY ENGINEER (SUMEET MOHAN)

CERTIFICATION

I, ERIC L. SOSTROM, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS FINAL PLAT CONSISTING OF THREE (3) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THAT THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ERIC L. SOSTROM
ARIZONA REGISTERED LAND SURVEYOR #41894
2401 W. PEORIA AVE., STE. 130
PHOENIX, ARIZONA 85029
602-957-3350
ESOSTROM@RICKENGINEERING.COM



SURVEYOR:

2401 W. PEORIA AVE SUITE 130
PHOENIX, AZ 85029
602.957.3350

rickengineering.com

ENGINEERING COMPANY

San Diego - Riverside - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

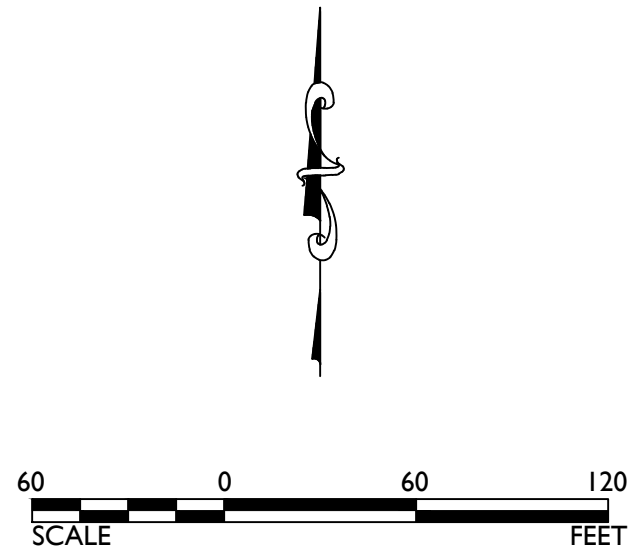
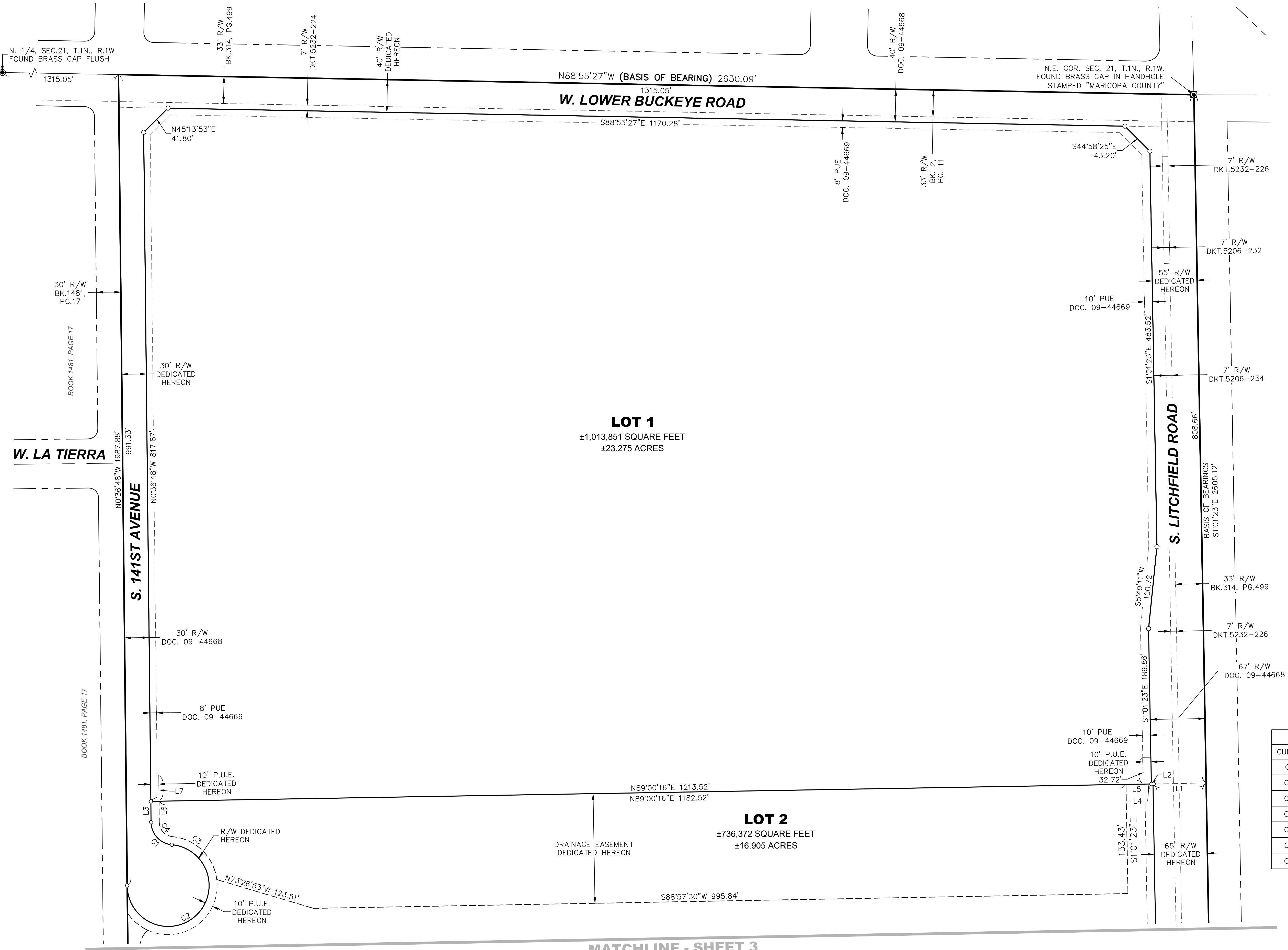
DRAWN BY: _____ PLE SCALE: _____ NTS
CHECKED BY: _____ ELS DATE: 8/21/2023

FINAL PLAT
STREAM DATA CENTER
GOODYEAR, ARIZONA

Contact Arizona 811 at least two full
working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PROJECT NO.
18-292
SHEET NO. 1 OF 3

EXHIBIT C
SHEET 2 OF 3



LEGEND

- FOUND 1/2" REBAR
- SET 1/2" REBAR RLS #41894
- ⊠ FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH
- BK./PG. BOOK & PAGE
- DOC. DOCUMENT NUMBER
- DKT. DOCKET
- ESMT EASEMENT
- PUE PUBLIC UTILITIES EASEMENT
- R/W RIGHT OF WAY

BOUNDARY LINE
R/W DEDICATION
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°00'16"E	65.00'
L2	N89°00'16"E	2.00'
L3	N0°36'48"W	25.51'
L4	N89°00'16"E	10.00'
L5	N89°00'16"E	23.00'
L6	N0°36'48"W	25.57'
L7	N0°36'48"W	31.99'
L8	S39°16'39"W	5.35'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	84°06'40"	28.00'	41.10'	S42°40'08"E 37.51'
C2	26°44'3"28"	50.00'	231.02'	N47°38'16"E 73.89'
C3	77°45'53"	60.00'	81.44'	N45°50'31"W 75.33'
C4	84°06'40"	18.00'	26.42'	S42°40'08"E 24.11'
C5	121°45'35"	60.00'	127.51'	N53°55'13"E 104.83'
C6	31°01'27"	60.00'	32.49'	S49°41'16"E 32.09'
C7	39°53'28"	25.00'	17.41'	S19°19'56"W 17.06'



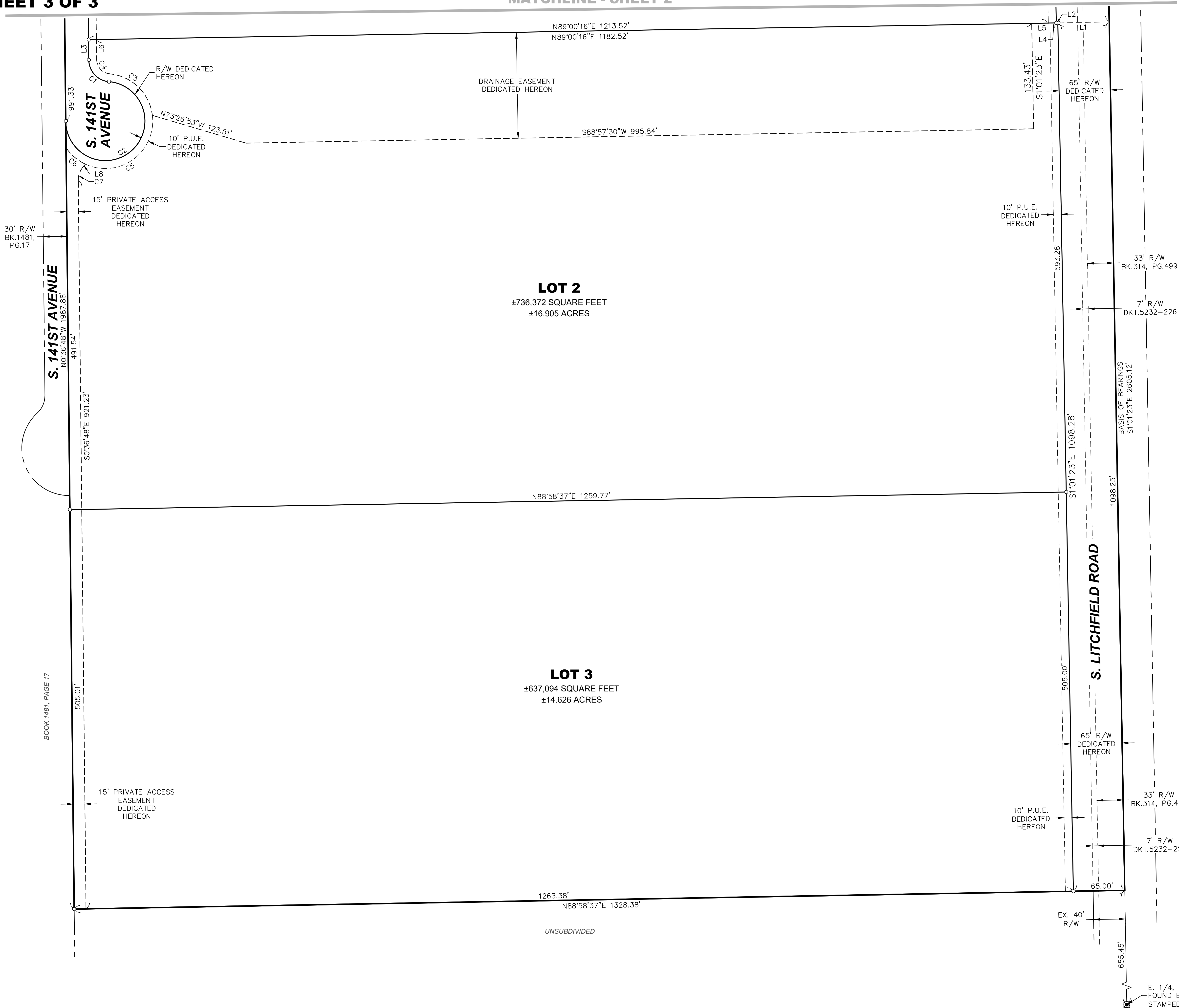
RICK
ENGINEERING COMPANY
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PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego - Riverside - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

FINAL PLAT
STREAM DATA CENTER
GOODYEAR, ARIZONA



EXHIBIT C
SHEET 3 OF 3

MATCHLINE - SHEET 2



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FINAL PLAT

STREAM DATA CENTER

GOODYEAR, ARIZONA

18-292

SHEET NO. 3 OF 3

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ARIZONA811

Call 811 or click Arizona811.com

PROJECT NO.

18-292

Drawn By:

Checked By:

Scale:

1"=60'

Date:

8/21/2023

By:

No.

Date

Revision

