

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
Office of the City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

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**INTERGOVERNMENTAL AGREEMENT
FOR THE ANNEXATION AND PROVISION OF CITY SERVICES TO LIBERTY
ELEMENTARY SCHOOL DISTRICT NO. 25 PROPERTY**

This Intergovernmental Agreement for the Annexation and Provision of City Services to Liberty Elementary School District No. 25 Property is entered into by and between Liberty School District No. 25, a political subdivision of the State of Arizona and the City of Goodyear, an Arizona municipal corporation. Liberty Elementary School District No. 25 and the City of Goodyear are sometimes referred to individually as Party and collectively as Parties.

RECITALS

A. WHEREAS, Liberty Elementary School District No. 25 owns approximately 15.8 acres of land generally located adjacent to W. Lower Buckeye Rd. between S. Citrus Road and S. Perryville Road as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. WHEREAS, Liberty intends to develop the Property as a large elementary school campus, with the initial phase consisting of five buildings that will house administrative staff and that can accommodate roughly 850 students with additional buildings and facilities being constructed in the future.

C. WHEREAS, the Property is located in unincorporated Maricopa County and the City does not provide services outside the boundaries of the City of Goodyear.

D. WHEREAS, if the Property is developed within an unincorporated area of Maricopa County, Liberty would have to develop facilities to provide water to serve the needs of the elementary school campus and facilities to handle the wastewater generated from the operation of the facilities developed on the Property.

E. WHEREAS, Liberty is desirous of having the City provide the Property with city services, including, but not limited to, police, fire, water and wastewater services.

F. WHEREAS, for the City to provide the requested services, the Property would have to be annexed into the City.

G. WHEREAS, the City is willing to annex the Property and provide City services to

the Property, including but not limited to water and wastewater services, subject to Liberty's compliance with the terms of this Agreement, including provisions for the payment of a Water/Wastewater In-Lieu (defined below).

H. WHEREAS, the Liberty Elementary School District No. 25 has the power to enter into this Agreement pursuant to the authority granted under A.R.S. § 15-342 (13), which allows it to enter into contracts or agreements with other public agencies for services.

I. WHEREAS, the governing board of the Liberty Elementary School District No. 25 has approved the terms of this Agreement and authorized its execution.

J. WHEREAS, the Mayor and Council of the City of Goodyear have approved the terms of this Agreement and authorized its execution.

K. WHEREAS, Liberty and City intend this Agreement to be an Intergovernmental Agreement within the meaning of A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. **DEFINITIONS:** Capitalized Terms not defined in the foregoing Recitals are defined as follows:

2.1. "Agreement" means this Intergovernmental Agreement for the Annexation and Provision of City Services to Liberty Elementary School District No. 25 Property by and between Liberty Elementary School District No. 25, a political subdivision of the State of Arizona and the City of Goodyear, an Arizona municipal corporation, as it may be amended, restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto. References to Sections or Exhibits are to this Agreement unless otherwise specified.

2.2. "Certificate of Occupancy" means any document issued by the City that will allow a building to be occupied, including, but not limited to, a Temporary Certificate of Completion, a Certificate of Completion, a Temporary Certificate of Occupancy, or a Certificate of Occupancy.

2.3. "City" means the City of Goodyear, an Arizona municipal corporation.

2.4. "City Engineer" means the person designated by the City as the City Engineer or his/her designee.

2.5. “Development Application” means an application for the approval of any development related activities within all or part of the Property, including applications for preliminary plats, final plats, site plans, construction plans, and construction, including building, permits.

2.6. “Development Regulations” means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the City of Goodyear’s Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time.

2.7. “EDS&PM means the City of Goodyear Engineering Design Standards and Policies Manual as it may be amended from time to time.

2.8. “Future Phase Buildings” means the construction of buildings and facilities on the Property not included in the Initial Phase and the expansion or change in use of the buildings included in the Initial Phase.

2.9. “Initial Phase” means the construction of five buildings on the Property consisting of three academic buildings (buildings with classroom), a building that will house administrative staff and pre-K students and a multipurpose and physical education building.

2.10. “Liberty” means Liberty Elementary School District No. 25, a political subdivision of the State of Arizona.

2.11. “Owner” means Liberty Elementary School District No. 25, a political subdivision of the State of Arizona and its successors and assigns, which includes any person or entity that succeeds to or is assigned any interest in all or part of the Property.

2.12. “Public Infrastructure” means infrastructure improvements that will be owned and maintained by the City and includes by way of example, but not limitation, street improvements, traffic signal improvements, water delivery lines that are located outside the boundaries of the Property, and wastewater transmission lines that are located outside the boundaries of the Property.

2.13. “Traffic Study” means any study, report or analysis that analyzes the traffic impacts the operation of the school on the Property will have on public streets and identifies infrastructure improvements needed to address such impacts.

2.14. “Warranty Bond” means a bond, in a form approved by the City Engineer, that warrants against defective workmanship and/or materials the Public Infrastructure Owner constructs in connection with the development of the Property for a two-year period.

2.15. **Water/Wastewater In-Lieu Fee** means the amount equivalent to all costs an Institutional User located within the boundaries of the City of Goodyear would pay to hook up to the city's water and wastewater system, which includes by way of example but not limitation, meter fees, hook-up fees, account set up and activation fees, and water and wastewater development impact fees, which are based on the size of the meters issued if the water meters required to serve the Property are 1.50 inches or less if water meters larger than 1.50 inches are required based on the per gallon costs of \$21.21 (water) multiplied by the average day water demands of the Property, in gallons, from (1) the City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand flows; and the per gallon costs of \$27.76 per gallon (wastewater) multiplied by the average day wastewater flows from the Property, in gallons, from (1) the City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flows from the Property.

3. **EFFECTIVE DATE.** The execution of this Agreement by the Parties, the approval of this Agreement by Resolution of the Goodyear City Council, are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties and (ii) the date the Resolution approving this Agreement becomes effective.

4. **EXPIRATION DATE.** This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement shall terminate on July 1, 2027 if the Property has not been annexed into the City of Goodyear by that date and it may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

GENERAL DEVELOPMENT OBLIGATIONS

5. **GENERAL OBLIGATIONS.** The following General Obligations apply to the development of the Property:

5.1. **DEVELOPMENT REGULATIONS.** Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific Development Application is approved, whichever is later. For example, future applications for building permits shall be subject to the Development Regulations in effect when the application is approved.

5.2. **CONSTRUCTION STANDARDS.** All Public Infrastructure Owner is required to design and construct or cause to be designed and constructed, shall be designed and constructed in accordance with applicable Development Regulations in effect when the application for permits for the construction of such infrastructure are approved.

5.3. **AS-BUILT DRAWINGS.** Upon the completion of the Public Infrastructure Owner is required to design and construct or cause to be designed and constructed, Owner shall notify the City in writing that the infrastructure has been completed and provide the City with "as-built" drawings and plans of the completed infrastructure. After receipt of the notice, the City Engineer or his/her designee shall inspect the infrastructure identified in the written notice to

determine whether it has been constructed in accordance with the applicable standards and the plans and specifications for the infrastructure. Upon completion of the inspection and review of the "as-built" drawings, the City shall deliver written notice to Owner either (1) approving the construction of the infrastructure and, agreeing to accept the conveyance of the infrastructure after the Property is annexed into the City; or (2) providing a punch list of specific items that are not in accordance with the applicable standards and/or the plans and specifications that are to be corrected by Owner. So long as such infrastructure is constructed in accordance with the applicable standards and plans and specifications, as verified by the City Engineer, following an inspection; all punch list items have been timely completed; and accurate "as built" drawings and plans of the completed Public Infrastructure Improvements have been provided to the City, the City shall accept the Public Infrastructure Improvements after the Property is annexed into the City.

5.4. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Owner shall, at Owner's sole cost and expense, construct additional public or private infrastructure that may be required by applicable Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, for development of the Property, including by way of example, but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Owner shall comply with the City's requirements concerning the development process for the development of the Property, including by way of example but not limitation, complying with applicable procedures and processes governing submission requirements, and Owner shall pay all applicable costs required by the City, including by way of example, but not limitation, permit fees, application fees, taxes, water development impact fees, wastewater development impact fees, and street development impact fees.

6. OWNER'S OBLIGATIONS. In addition to the obligations set forth above, and as a condition for the City annexing the Property, Owner agrees as follows:

6.1. As a condition of the City annexing the Property into the City of Goodyear and providing water and wastewater services to the Property, Owner agrees to pay the City a Water/Wastewater In-Lieu Fee. The City shall not annex the Property, issue any water meters needed for the City to provide water and wastewater services to the City, issue any Certificate of Occupancy for any building within the Property and/or provide water and/or wastewater services to the Property until the Water/Wastewater In-Lieu Fee has been paid to the City.

6.2. W. Lower Buckeye Road. Owner shall, at its sole cost and expense, design and construct or cause to be designed and constructed full half-street improvements to the north half of the section of W. Lower Buckeye adjacent to the Property, which shall be designed and constructed to City standard cross-section for a minor arterial street, which is currently set forth in Standard Detail G-3122 of the EDS&PM (the "Lower Buckeye North Half-Street Improvements"). The Lower Buckeye North Half-Street Improvements shall be constructed in accordance with the City's requirements as set forth in the EDS&PM. Following the completion of the Lower Buckeye North Half-Street Improvements, Owner shall comply with the requirements set forth in Section 5.3 and shall provide the City a Warranty Bond for the Lower Buckeye North Half-Street Improvements. The City shall not annex the Property or issue any Certificate of Occupancy for

any building within the Property until the Lower Buckeye North Half-Street Improvements have been completed, the Warranty Bond described herein has been provided to the City, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.3. South 183rd Avenue. Owner shall, at its sole cost and expense, design and construct or cause to be designed and constructed full half-street improvements to the west half of the section of South 183rd Avenue adjacent to the Property, which shall be designed and constructed to City standard cross-section for a minor collector street, which is currently set forth in Standard Detail G-3124-1 of the EDS&PM (the “183rd Avenue West Half-Street Improvements”). The 183rd Avenue West Half-Street Improvements shall be constructed in accordance with the City’s requirements as set forth in the EDS&PM. Following the completion of the 183rd Avenue West Half-Street Improvements, Owner shall comply with the requirements set forth in Section 5.3 and shall provide the City a Warranty Bond for the 183rd Avenue West Half-Street Improvements. The City shall not annex the Property or issue any Certificate of Occupancy for any building within the Property until the 183rd Avenue West Half-Street Improvements have been completed, the Warranty Bond described herein has been provided to the City, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.4. Owner shall, at Owner’s sole cost and expense, design and construct or cause to be designed and constructed a three-legged traffic signal at the intersection of South 183rd Avenue and West Lower Buckeye Road, including all improvements required for sidewalks, ramps required by the ADA, crosswalks, and infrastructure needed to connect the traffic signal to the City’s interconnect fiber system (the “Lower Buckeye Traffic Signal Improvements”). The Lower Buckeye Traffic Signal Improvements shall be constructed in accordance with the City’s requirements as set forth in the EDS&PM. Following the completion of the Lower Buckeye Traffic Signal, Owner shall comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Lower Buckeye Traffic Signal Improvements. The City shall not annex the Property or issue any Certificate of Occupancy for any building within the Property until the Lower Buckeye Traffic Signal Improvements have been completed, the Warranty Bond described herein has been provided to the City, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.5. Owner shall, at its sole cost and expense, design and construct or cause to be designed and constructed all infrastructure improvements identified by the City as being needed for the City to provide water and wastewater services to the Initial Phase, whether such improvements are needed within or outside the boundaries of the Property. The water and wastewater improvements shall be constructed in accordance with the City’s requirements as set forth in the EDS&PM. Following the completion of the water and wastewater improvements, Owner shall, for all water and wastewater infrastructure improvements that are to be Public Infrastructure (the “Public Water and Wastewater Infrastructure”), comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Public Water and Wastewater Infrastructure. The City shall not annex the Property or issue any Certificate of Occupancy for any building within the Property until the water and wastewater infrastructure improvements required for the City to provide water and wastewater services to the Property have been

completed, Owner has provided the City a Warranty Bond described herein for the Public Water and Wastewater Infrastructure, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.6. Except as provided in Section 9, Owner shall not be issued water meters or be allowed to connect to the City's water delivery lines or the City's wastewater transmission lines until the Property has been annexed into the City and the City has been paid the Water/Wastewater In-Lieu Fee .

6.7. Owner shall, at its sole cost and expense, obtain approvals from all regulatory agencies whose approvals are required for the construction of water and wastewater infrastructure improvements required for the City to serve the Property and required for the connection to the City's water and wastewater system, which includes, but is not limited to, approvals from the Maricopa County Environmental Services Department.

6.8. Owner shall submit all civil and building plans for the development of the Property to the City for approval and shall follow the Maricopa County waiver process for onsite civil plans. Upon receipt of the approved plans for the Initial Phase development from the City, Owner shall submit the approved plans and all applicable fees to the Maricopa County Planning and Development Department, which will be responsible for permitting and inspecting the Initial Phase development until the property is annexed into the City.

6.9. Owner shall submit plans for fire alarms and fire sprinklers, including plans for underground fire lines to be constructed within the Property to the City for approval. Upon Owner's receipt of the approved plans for the Initial Phase development from the City, Owner shall submit the approved plans and all applicable fees to the State Fire Marshal, who shall be responsible for permitting and inspecting the Initial Phase development, including underground fire lines from public streets to the structures being constructed in the Initial Phase. Even if the City annexes the Property before Certificates of Occupancy have been issued for the Initial Phase, the State Fire Marshal shall complete the review of the plans and shall conduct all inspections, up to and through final inspections, but inspections shall be coordinated with the City's Building and Fire Code Official.

6.10. Owner shall submit all plans for off-site civil infrastructure improvements to the City and shall pay the City all applicable fees permitted by law, including by way of example, but not limitation, plan review fees, inspection fees, permit fees and the like.

6.11. Following the City's annexation of the Property, Owner shall, convey or cause to be conveyed to the City, at no cost to the City, all of the following:

6.11.1. The Lower Buckeye North Half-Street Improvements; fee ownership of the right-of-way required for the City to own the full north half-street of the section of West Lower Buckeye Road adjacent to the Property, a minor arterial street, which is a twenty-two (22) feet wide strip of the Property along the southern boundary of the Property; and a ten-foot-wide public utility easement, in a form reasonably acceptable to the City Attorney or his designee, adjacent to the north side of the right-of-way to be conveyed to the City as provided

herein.

6.11.2. The 183rd Avenue West Half-Street Improvements; fee ownership of the right-of-way required for the west half-street of South 183rd Avenue, a minor collector street, which is a thirty (30) foot wide strip of the Property along the eastern boundary of the Property; and a ten-foot-wide public utility easement, in a form acceptable to the City Attorney or his designee, adjacent to the western side of the right-of-way to be conveyed to the City as provided herein.

6.11.3. The Lower Buckeye Traffic Signal Improvements and the real property interests (easements and fee) required by the City for the City to own and operate the Lower Buckeye Traffic Signal Improvements.

6.11.4. All Public Water and Wastewater Infrastructure and the easements required by the City for such Public Water and Wastewater Infrastructure.

7. If Future Phase Buildings are constructed on the Property, Owner shall:

7.1. Design and construct or cause to be designed and constructed, at Owner's sole costs and expense, all infrastructure improvements identified by the City as being needed for the City to provide water and wastewater services to the Future Phase Buildings, whether such improvements are needed within or outside the boundaries of the Property. The water and wastewater improvements shall be constructed in accordance with the City's requirements as set forth in the EDS&PM. Following the completion of the water and wastewater improvements, Owner shall, for all Public Water and Wastewater Infrastructure, comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Public Water and Wastewater Infrastructure. Owner shall, at no cost to the City, convey to the City the Public Water and Wastewater Infrastructure, and the real property interests required by the City for the Public Water and Wastewater Infrastructure. The City shall not issue any Certificate of Occupancy for any Future Phase Buildings until the water and wastewater infrastructure improvements required for the City to provide water and wastewater services to the Future Phase Buildings have been completed, Owner has: complied with the requirements set forth in Section 5.3; provided the City a Warranty Bond described herein for the Public Water and Wastewater Infrastructure; conveyed the Public Water and Wastewater Infrastructure to the City and conveyed the real property interests required by the City for the Public Water and Wastewater Infrastructure.

7.2. Pay, at the time of the issuance of a building permit or for each Future Phase Building, all applicable development impact fees. Building permits for Future Phase Buildings shall not be issued until all applicable development impact fees have been paid to the City.

7.3. Design and construct or cause to be designed and constructed, at Owner's sole cost and expense, all traffic infrastructure improvements identified in a Traffic Study approved by the City Engineer identified as being required to mitigate the traffic impacts from the operation of any Future Phase Building whether such improvements are needed within or outside the boundaries of the Property, including by way of example, but not limitation additional traffic signals. Following the completion of the traffic infrastructure improvements, Owner shall, for all

traffic infrastructure improvements that are to be Public Infrastructure (the “Public Traffic Infrastructure”), comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Public Traffic Infrastructure. Owner shall, at no cost to the City, convey to the City the Public Traffic Infrastructure, and the real property interests required by the City for the Public Traffic Infrastructure. The City shall not issue any Certificate of Occupancy for any Future Phase Building until the traffic infrastructure improvements identified in a Traffic Study approved by the City Engineer identified as being required to mitigate the traffic impacts from the operation of any Future Phase Building have been completed, Owner has: complied with the requirements set forth in Section 5.3; provided the City a Warranty Bond described herein for the Public Traffic Infrastructure; conveyed the Public Traffic Infrastructure to the City, and conveyed the real property interests required by the City for the Public Traffic Infrastructure

7.4. Following the City’s annexation of the Property, all civil and building plans for the Future Phase Buildings shall be submitted to the City for review and permitting and Owner shall comply with all applicable Development Regulations in effect at the time of development, including but not limited to, the requirements in the EDS&PM.

8. **CITY’S OBLIGATIONS.** The City agrees to:

8.1. Review civil plans for off-site infrastructure improvement plans submitted to the City, permit and inspect Public Infrastructure, including Public Water and Wastewater Infrastructure, being constructed off-site; and

8.2. Annex the Property into the City as provided herein. The City will annex the Property to the City if all of the following have been satisfied:

8.2.1. Owner has complied with the statutory requirements for annexation set forth in A.R.S. § 9-471; and

8.2.2. The Lower Buckeye North Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye North Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.2; and

8.2.3. The 183rd Avenue West Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the 183rd Avenue West Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.3; and

8.2.4. The Lower Buckeye Traffic Signal Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye Traffic Signal Improvements, and complied with the requirements in Section 5.3 as described in Section 6.4; and

8.2.5. The Public Water and Wastewater Infrastructure have been completed, the City has received a Warranty Bond for the Public Water and Wastewater Infrastructure, and Owner or others on Owner's behalf have complied with the requirements in

Section 5.3 as described in Section 6.5; and

8.2.6. Owner has complied with all requirements set forth in this Agreement related to the completion of the infrastructure improvements described in Section 8.2 and the subsections herein; and

8.3. Issue a water meter and provide water and wastewater services to the Property following the annexation of the Property and subject to Owner's compliance with the requirements set forth in this Agreement, including, but not limited to, the requirements in Sections 6.1 and 6.7; and

8.4. Review on-site civil and building plans for the development of the Initial Phase and provide Owner with approved plans to be submitted by Owner to the Maricopa County Planning and Development Department, and to provide inspections following the annexation of the Property; and

8.5. Provide Water and Sewer Notice of Will Serve Letters to Maricopa upon Owner's request and subject to satisfaction of the requirements in this Agreement, including the requirements in Section 6.7.

9. **COMPLETION BEFORE ANNEXATION.** If buildings on the Property have been completed prior to the City's annexation of the Property, the City agrees to provide Maricopa County with a Water and Sewer Notice of Will Serve, to issue a water meter for the Property, to ask that Maricopa County issue a Certificate of Occupancy for the completed buildings, and to provide water and wastewater services to the Property after all of the following have been satisfied:

9.1. The Lower Buckeye North Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye North Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.2; and

9.2. The 183rd Avenue West Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the 183rd Avenue West Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.3; and

9.3. The Lower Buckeye Traffic Signal Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye Traffic Signal Improvements, and complied with the requirements in Section 5.3 as described in Section 6.4; and

9.4. The Public Water and Wastewater Infrastructure have been completed, the City has received a Warranty Bond for the Public Water and Wastewater Infrastructure, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.5; and

9.5. Owner has complied with all requirements set forth in this Agreement

related to the completion of the infrastructure improvements described in Sections 6 and 8.2 and the subsections herein; and

9.6. Owner has complied with the requirements set forth in this Agreement, including, but not limited to, the requirements in Sections 6.1 and 6.7; and

9.7. All other requirements for the issuance of a Certificate of Occupancy have been satisfied.

10. **WAIVER.** Liberty understands and agrees that but for Liberty's agreement to the requirements set forth in this Agreement, including the payment of the Water/Wastewater In-Lieu Fee, the City would not provide water and/or wastewater services to the Property or annex the Property into the City. Accordingly, Liberty expressly waives any claims to challenge the obligation to complete the infrastructure improvements identified in this agreement and/or the obligation to pay the City the Water/Wastewater In-Lieu Fee and Liberty agrees to defend, hold harmless and indemnify the City against all claims, liabilities, causes of actions and damages of any kind asserted against the City related to or arising from the requirements set forth in this Agreement, including the requirement that Liberty pay the Water/Wastewater In-Lieu Fee. The terms of this Section 10 shall survive the expiration or earlier termination of this Agreement

11. **CHANGE IN OWNERSHIP.** Should Owner transfer all or part of the Property to another person or entity before annexation, the City shall have no obligation to annex the Property. If Owner transfers all or part of the Property to another person or entity after the City has annexed the Property, no development shall occur until the Property has been rezoned if needed to accommodate the proposed development and the new owner shall, in addition to constructing the improvements set forth herein, comply with all City requirements and Development regulations applicable to the development of the Property, pay all development impact fees applicable to the development of the Property in accordance with A.R.S. § 9-500.18, construct, at owner's sole cost and expense, all infrastructure improvements (off-site and on-site) required by the City to provide City services to the Property, including Public Infrastructure and convey to the City, at no cost to the City all real property interests (fee ownership and/or easements) needed for the Public Infrastructure and required to be dedicated to the City pursuant to applicable development regulations.

12. **FUTURE CONDITIONS AND APPROVALS.** The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Future Phase Buildings as permitted by law. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Future Phase Buildings. Regardless of whether the action is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action until the City Council has taken the required formal action and has approved the action.

GENERAL TERMS

13. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

14. **AMENDMENTS.** This Agreement shall only be modified, amended or restated by a writing executed by the Owner(s) and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Party for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

15. **NOTICES AND FILINGS.** Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City:

City of Goodyear
Attn: City Manager
1900 North Civic Square
Goodyear, Arizona 85395

Owner:

Superintendent
Liberty Elementary School District
19871 W. Fremont Road
Buckeye AZ 85326

With copy to:

City of Goodyear
Attn: Development Services Director
1900 North Civic Square
Goodyear, Arizona 85395

With copy to:

City of Goodyear
Attn: City Attorney
1900 North Civic Square
Goodyear, Arizona 85395

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

16. **COVENANTS RUNNING WITH THE LAND.** The rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants

running with the land.

17. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns; provided, however, that Owner's rights and obligations hereunder may be assigned in whole or in part only upon prior written consent by the City, however any assignment to any subsequent owner of all or any portion of the Property may be made without further consent from the City.

18. **NO AGENCY OR PARTNERSHIP.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

19. **CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by either Party in accordance with such provisions.

20. **DEFAULTS AND REMEDIES.** Any Party shall be in default under this Agreement ("Default"), if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

21. **NO WAIVER.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. The terms of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. **MEDIATION.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. **WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL**

ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 23 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

24. LIMITATION ON CLAIMS. IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 24 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

25. SECTION HEADINGS. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

26. TERMINATION. Except as provided in Section 4 above, this Agreement cannot be terminated except for material breach or mutual agreement of the parties. If the Agreement is terminated by the non-breaching party for material breach, the non-breaching party shall have all remedies provided by Arizona law for such breach.

27. FAIR INTERPRETATION. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of its own choosing and/or has been represented by counsel of its own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 27 shall survive the expiration or earlier termination of this Agreement.

28. CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a state court of

competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 28 shall survive the expiration or earlier termination of this Agreement.

29. **SURVIVAL CLAUSE.** All provisions in this Agreement that should logically survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 29 to other provisions in the Agreement.

30. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

30.1. **OWNERSHIP.** Liberty Elementary School District No. 25, a political subdivision of the State of Arizona is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder.

30.2. **AUTHORIZATION.** Owner agrees that the persons executing this Agreement on behalf of Owner have been duly authorized to do so.

31. **REPRESENTATIONS AND WARRANTIES OF CITY.** As of the Effective Date of this Agreement, the City represents and warrants the following:

31.1. **APPROVAL.** City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

31.2. **AUTHORIZATION.** City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

32. **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 the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

33. **PAGE NUMBERING.** The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

OWNER:

Liberty Elementary School District No. 25,
a political subdivision of the State of Arizona

By: _____

Name: Curt Monroe

Title: Superintendent

CERTIFICATE OF NOTARIAL ACT

STATE OF ARIZONA)
) ss.
County of Maricopa)

This record was acknowledged, signed, and sworn to before me on the 16th day of April, 2025, by Curt Monroe, the Superintendent (title or office) of Liberty Elementary School District No 25 of Maricopa County, Arizona, on behalf of the District.

Brenda L. Rosalez
Notary Public

Stamp:

My commission expires: 11/2/2028



APPROVAL OF DISTRICT ATTORNEY

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned counsel who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Cybele R. Drysdale
District Attorney

Signatures, Acknowledgments and Exhibit(s) on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: Wynette Reed
Wynette Reed
Its: City Manager

CERTIFICATE OF NOTARIAL ACT

STATE OF ARIZONA)
) ss.
County of Maricopa)

This record was acknowledged, signed, and sworn to before me on the 28th day of April, 2025, by Wynette Reed, the City Manager of the City of Goodyear, Arizona, an Arizona municipal corporation on behalf of the City.

Stamp:  Cynthia Mason
Notary Public

My commission expires: 9/30/28

APPROVAL OF CITY ATTORNEY

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned counsel who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Sarah Chilton for
City Attorney

ATTEST:

Janine Puciano
City Clerk



EXHIBIT “A”

PROPERTY LEGAL DESCRIPTION

(on the following pages)



**LIBERTY 8
ANNEXATION
LEGAL DESCRIPTION**

JOB NO. 23-0699

JUNE 27, 2024

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CITY OF GOODYEAR BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, FROM WHICH A FOUND CITY OF GOODYEAR BRASS CAP FLUSH AT THE SOUTHWEST CORNER OF SAID SECTION 15, BEARS NORTH 89 DEGREES 55 MINUTES 52 SECONDS WEST, (**BASIS OF BEARING**) 2,641.70 FEET;

THENCE, NORTH 89 DEGREES 55 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 534.99 FEET;

THENCE, LEAVING SAID SOUTH LINE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, 1,323.17 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;

THENCE, SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE, 534.82 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE, SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE EAST LINE THEREOF, 1,323.39 FEET, TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING **707,799**SQUARE FEET, OR **16.2488** ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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

EXHIBIT "A"

NORTHEAST CORNER
OF THE SOUTH HALF
OF THE SOUTHWEST
1/4 SECTION 15



S89°57'18"E 534.82'

N0°00'55"W 1323.17'

ANNEXATION AREA
707,799 SQUARE FEET OR
16.2488 ACRES
MORE OR LESS

S0°01'14"E 1323.39'
EAST LINE OF THE SW 1/4 SEC 15, T1N, R2W

SOUTHWEST CORNER
SEC. 15, T1N, R2W
FOUND BRASS
CAP FLUSH
CITY OF GOODYEAR

POINT OF BEGINNING
SOUTH 1/4 CORNER
SEC. 15, T1N, R2W,
FOUND BRASS CAP FLUSH
CITY OF GOODYEAR

2106.71' 534.94'
N89°55'52"W 2641.70' (BASIS OF BEARINGS)
SOUTH LINE OF THE SW 1/4 SEC 15, T1N, R2W
W LOWER BUCKEYE ROAD



Jul 01, 2024 7:11am S:\Projects\2023\23-0699\Land Survey\Legals\23-0699 Annexation [D\23-0699 Annexation Area.dwg
knechero

23-0699

Drawn by: KFN Reviewed by: JLD Sheet Scale: 1" = 200'

Sheet No: 1 of 1

LIBERTY 8
ANNEXATION

EXHIBIT "A"



EPS
GROUP

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