

RESOLUTION NO. 2025-2484

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE EXCHANGE OF REAL PROPERTY FOR A FIRE STATION AND THE LAND EXCHANGE AGREEMENT FOR THE EXCHANGE.

WHEREAS, the City acquired approximately 2.4 acres of vacant land generally located adjacent to the northern boundary of West Indian School Road approximately 785 feet west of North Citrus Road by that certain Special Warranty Deed, recorded in the official records of Maricopa County as Instrument No. 2012-0789980 (the "City Property"); and

WHEREAS, the City Property was acquired for the future development of a fire station, and access to the City Property would be adjacent to West Indian School Road; and

WHEREAS the City Property is surrounded by property owned by GSA Sedella L.L.C., which has plans to develop its property; and

WHEREAS, staff with the City's fire department determined that having the fire station re-located so that access is off of North Citrus Road was more desirable than having access to the fire station from West Indian School Road; and

WHEREAS, GSA Sedella L.L.C. is willing to exchange a portion of its property comparable to size as the City Property that would allow the future fire station to have access off of North Citrus Road; and

WHEREAS, The City and GSA Sedella L.L.C. representatives have negotiated an agreement to exchange like-kind property to allow for the future fire station to have access off of North Citrus Road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The Mayor and Council of the City of Goodyear find the proposed exchange of property as described above to be in the best interests of the City.

SECTION 2. The Land Exchange Agreement attached hereto as Exhibit A is hereby approved, and City staff is hereby authorized and directed to proceed with the exchange of property as set forth in the Land Exchange Agreement.

SECTION 3. The City Manager and/or designee are hereby authorized and directed to execute the Land Exchange Agreement and to take all actions and execute all documents required to effectuate the intent of this Resolution and the terms of the Land Exchange Agreement.

SECTION 4. Resolution 2025-2484 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 25th day of August, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

Exhibit A

Land Exchange Agreement by and between the City of Goodyear, an Arizona municipal corporation, and GSA Sedella, L.L.C., an Arizona limited liability company, for property located in Goodyear, Arizona.

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (this “Agreement”) is dated as of _____, 2025 (the “Effective Date”), by and between CITY OF GOODYEAR, an Arizona municipal corporation (“City”), and GSA Sedella, L.L.C., an Arizona limited liability company (“GSA”).

Land Exchange. In consideration of their mutual covenants set forth in this Agreement and subject to the terms and conditions set forth in this Agreement, City agrees to convey to GSA the real property described and depicted on Exhibit “A” attached hereto, together with all rights, interests, privileges and easements appurtenant thereto and other appurtenances used in connection with such real property (the “City Property”) and GSA agrees to convey to City the real property described and depicted on Exhibit “B” attached hereto, together with all rights, interests, privileges and easements appurtenant thereto and other appurtenances used in connection with such real property (the “GSA Property”).

Conditions of Title – GSA Property. GSA agrees to convey by Special Warranty Deed the GSA Property free and clear of all monetary liens and judgments and free and clear of all encumbrances on the property except for the those reflected in the Schedule B, Part II of the Commitment for Title Insurance dated February 7, 2025.

Conditions of Title – City Property. City agrees to convey by Special Warranty Deed the City Property free and clear of all monetary liens and judgments and free and clear of all encumbrances on the property except for those reflected in the Schedule B, Part II of the Commitment for Title Insurance dated February 27, 2025.

Closing.

Closing. GSA shall establish an escrow (the “Escrow”) with Security Title Agency, Inc. (the “Escrow Agent”) at 2415 E. Camelback Road, Suite 200, Phoenix, Arizona 85016 (Attn: Jason Bryant) Email: jlbryant@securitytitle.com, following the execution of this Agreement by City and GSA. The Closing shall occur when the Special Warranty Deed conveying the City Property to GSA and the Special Warranty Deed conveying the GSA Property to City are recorded with the Maricopa County Recorder (the “Closing”). Upon Closing, Escrow Agent shall cause the Special Warranty Deed conveying the City Property to GSA and the Special Warranty Deed conveying the GSA Property to City to be recorded with the Maricopa County Recorder. All costs associated with the Escrow are to be borne by GSA.

Closing Date. The Closing shall take place at Escrow Agent’s office when all of the following have occurred: (i) Escrow Agent has received all of GSA’s and City’s Deliverables; (ii) Escrow Agent is unconditionally committed to issue to GSA an ALTA extended coverage owner’s policy (the “GSA Title Policy”) in the amount of Two Hundred Fifty Thousand Dollars and no/100 (\$250,000.00), insuring that fee title to the City Property is vested in GSA subject only to the exceptions, conditions, and stipulations appearing in Escrow Agent’s standard printed form of policy and those Schedule B, Part II exceptions that are acceptable to GSA, all in the form previously approved by GSA; (iii) Escrow Agent is unconditionally committed to issue to City an ALTA extended coverage owner’s policy (the “City Title Policy”) in the amount of Two Hundred Fifty Thousand Dollars and no/100 (\$250,000.00), insuring that fee title to the GSA Property is vested in City subject only to the exceptions, conditions, and stipulations appearing in Escrow

Agent's standard printed form of policy and those Schedule B, Part II exceptions that are acceptable to City, all in the form previously approved by City; and (iv) GSA and City have notified the Escrow Agent in writing that GSA and City will proceed with the Closing (the "Closing Date"). If, the Title Company remains unable or unwilling to issue either of the Title Policies set forth herein in a form acceptable to the party to whom the Title Policy is to be issued, then this Agreement and the Escrow shall terminate whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City. Escrow Agent shall immediately return closing costs deposited by GSA to GSA.

Closing Deadline. This Agreement and the Escrow shall terminate if the Closing does not occur on or before October 1, 2025, whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City.

GSA Deliverables Prior to Closing, GSA shall cause to be delivered to the Escrow Agent the following:

- Funds sufficient to cover: all Closing costs; the cost of the Title Policy to be issued to GSA; the cost of the Title Policy to be issued to City; costs to pay all assessments and taxes on the GSA Property; and any other costs associated with the Closing.
- A Special Warranty Deed conveying the GSA Property to the City in the form of Exhibit "C" attached hereto (the "GSA Deed"), properly executed and acknowledged by GSA;
- Appropriate evidence of authority and authorization of GSA to enter into this Agreement and consummate the transactions contemplated by this Agreement, and of power and authority of the individual(s) executing and delivering any instruments hereunder on behalf of GSA to act for and bind GSA
- Any other documents or instruments required by the Escrow Agent for the Closing.

City Deliverables. Prior to Closing, City shall cause to be delivered to the Escrow Agent all of the following:

- A Special Warranty Deed conveying the City Property to GSA in the form of Exhibit "D" attached hereto (the "City Deed"), properly executed and acknowledged by City;
- Appropriate evidence of authority and authorization of City to enter into this Agreement and consummate the transactions contemplated by this Agreement, and of power and authority of the individual executing and delivering any instruments hereunder on behalf of City to act for and bind City;

- Any other documents or instruments required by the Escrow Agent for the Closing.

Possession. GSA shall deliver exclusive possession of the GSA Property to City at Closing without material change in its condition from the Effective Date. Risk of loss or damage to the GSA Property up to the date of the Closing shall be on GSA. City shall deliver exclusive possession of the City Property to GSA at Closing without material change in its condition from the Effective Date. Risk of loss or damage to the City Property up to the date of the Closing shall be on City.

Enforcement of this Agreement.

Default by City. If City defaults under or breaches this Agreement and fails to cure such default or breach within ten (10) days after written notice from GSA, then GSA, as its sole remedies, shall be entitled to: (a) seek specific performance of City's obligations under this Agreement, or (b) terminate this Agreement, whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City

Default by GSA. If GSA defaults under or breaches this Agreement and fails to cure such default or breach within ten (10) days after written notice from City, City shall, as its sole and exclusive remedy, be entitled to terminate this Agreement, whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City.

Notices. All notices that may or are required to be given hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally or locally recognized overnight delivery service, (c) electronically transmitted via email, or (d) sent by registered or certified United States mail, return receipt requested, postage prepaid to:

If to City:

City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395
Attn: City Attorney
Phone: (623) 882-7227
email: gylegal@goodyearaz.gov

and

City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395
Attn: Kimberly Romero
Phone: (623) 882-7228
email: kimberly.romero@goodyearaz.gov

If to GSA: GSA Sedella, L.L.C.
2042 Business Center Drive, Suite 100
Irvine, CA 92612
Attn: John Minar
Phone: (949) 833-7603
Email: john@guardiansc.com

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by email or on the third business day following the date such notice is mailed in accordance with this Section. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided to the other party in accordance with this Section 6; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

Miscellaneous.

Time of Essence. Time is of the essence of each and every provision of this Agreement.

Governing Law; Jurisdiction. The construction, validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Arizona. In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to the jurisdiction in the State of Arizona.

Counterparts and Page Numbering. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The page numbering of this document is exclusive of the Exhibits attached hereto.

Rules of Construction. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. The parties agree that each party has reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Modifications; Waiver. No waiver, modification, amendment or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

Entire Agreement. This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

No Personal Liability of Officers or Directors; No Consequential Damages. Each party acknowledges that this Agreement is entered into by the other party as a legal entity and agrees that no individual officer, member, shareholder, employee or representative of such other party shall have any personal liability under this Agreement. The parties acknowledge and agree that neither party shall be liable to the other party under this Agreement for any indirect or consequential damages, including but not limited to claims

for loss of use, rents, anticipated profit or business opportunity, or business interruption or emotional distress.

Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

Further Assurances. The parties hereto agree to execute and deliver all such further documents and take all such further action as any party hereto may reasonably request from time to time in order to effectuate the terms, purposes and intent of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:

**CITY OF GOODYEAR,
an Arizona municipal corporation**

By: _____
Name: Wynette Reed
Title: City Manager

GSA:

**GSA SEDELLA, L.L.C.,
an Arizona limited liability company**

By: _____
Name: _____
Its: _____

Exhibit "A"
City Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

A parcel of land situate in a portion of Section 22, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of Section 22, monumented by a 3 inch MCDOT brass cap, from which the South quarter corner of said Section 22, monumented by a 1/2 inch rebar, bears as a basis of bearing North 89 degrees 45 minutes 19 seconds West, a distance of 2636.58 feet;

THENCE North 89 degrees 45 minutes 19 seconds West, along the South line of the Southeast quarter of said Section 22, a distance of 816.47 feet;

THENCE North 00 degrees 14 minutes 41 seconds East, a distance of 65.00 feet, to the POINT OF BEGINNING;

THENCE North 89 degrees 45 minutes 19 seconds West, along a line 65.00 feet North of and parallel with the South line of the Southeast quarter of said Section 22, a distance of 243.00 feet;

THENCE North 00 degrees 14 minutes 44 seconds East, a distance of 430.12 feet;

THENCE South 89 degrees 45 minutes 19 seconds East, a distance of 243.00 feet;

THENCE South 00 degrees 14 minutes 44 seconds West, a distance of 430.12 feet, to the POINT OF BEGINNING.

Exhibit "B"
GSA Property

August 23, 2023

LEGAL DESCRIPTION FOR
CITRUS & INDIAN SCHOOL
REMAINDER PARCEL

That part of the Southeast Quarter of Section 22, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Brass Cap in hand hole marking the Southeast Corner of said Section 22, from which the City of Goodyear Brass Cap flush marking the South Quarter Corner of said Section 22 bears North 89°45'12" West, a distance of 2636.58 feet;

Thence North 00°18'17" East, along the East line of said Southeast Quarter, a distance of 873.42 feet;

Thence North 89°41'43" West, departing said East line, a distance of 55.00 feet to the Point of Beginning;

Thence North 89°41'38" West, a distance of 458.00 feet to a point on a line which is parallel with and 513.00 feet Westerly from said East line;

Thence North 00°18'17" East, along said parallel line, a distance of 242.75 feet;

Thence South 89°41'39" East, a distance of 458.00 feet to a point on a line which is parallel with and 55.00 feet Westerly from said East line;

Thence South 00°18'17" West, along said parallel line, a distance of 242.75 feet to the Point of Beginning.

Containing 111,180 Square Feet or 2.552 Acres, more or less.

Section corners described in this legal description are depicted on an ALTA/ACSM Land Title Survey of the NWC CITRUS ROAD & INDIAN SCHOOL ROAD prepared by Superior Surveying Services, Inc., Job No. 202111061, dated 1/26/2022, by David S. Klein, R.L.S. 42137. No field work was performed on this project by Coe & Van Loo Consultants as a basis for the preparation of this legal description.



Exhibit "C"
GSA Deed to City

When recorded mail to:

City of Goodyear
City Clerk/KGR
1900 N. Civic Square
Goodyear, Arizona 85395

QS- 023D

Exempt Pursuant to ARS § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **GSA Sedella, L.L.C, an Arizona limited liability company** ("Grantor"), does hereby grant and convey to the **City of Goodyear, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights privileges, easements, tenements, hereditaments, and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT ONLY TO current taxes and assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2025.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

GSA Sedella, L.L.C, an Arizona limited liability company

By: _____

Its: _____

STATE OF ARIZONA)
County of Maricopa)ss.
)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this ____ day of _____, 2025, by _____, as _____ of GSA Sedella, L.L.C and Arizona limited liability company, being duly authorized to execute this document on behalf of said entity.

Signature of Notary Public

My commission expires on

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, this ____ day of ____, 2025.

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 _____, 2025 by Wynette Reed, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

Exhibit "A"

Legal Description

August 23, 2023

LEGAL DESCRIPTION FOR
CITRUS & INDIAN SCHOOL
REMAINDER PARCEL

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Thence North 00°18'17" East, along said parallel line, a distance of 242.75 feet;

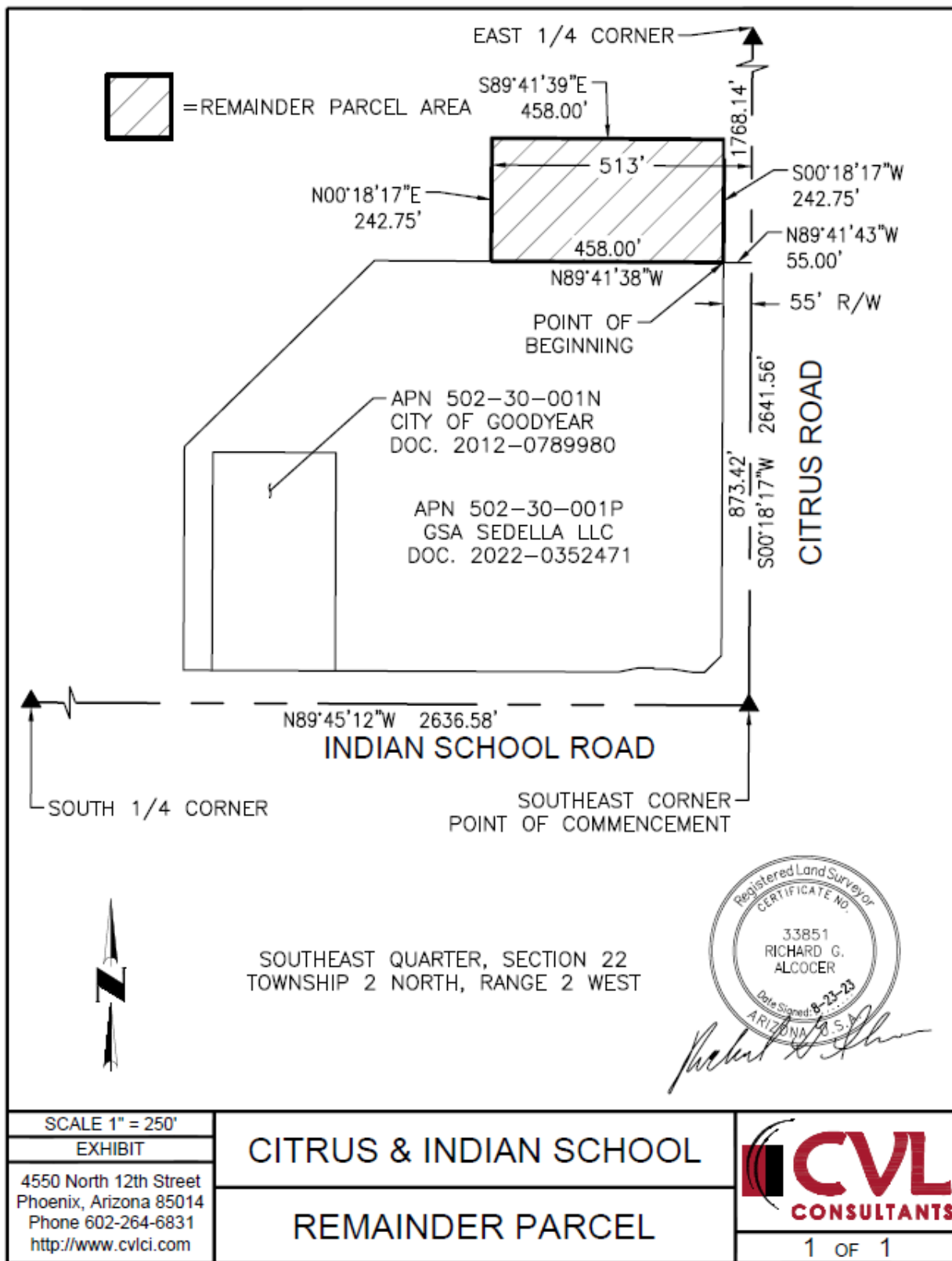
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11041020000410ADDIF-513X458 REMAINDER PARCEL Area: 236,400 sq. ft. Surveyed: August 23, 2023

Exhibit "D"
City Deed to GSA

When recorded mail to:
GSA Sedella, L.L.C.
2042 Business Center Drive, Suite 100
Irvine, CA 92612
Attn: John Minar

Exempt Pursuant to ARS § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **City of Goodyear, an Arizona municipal corporation** ("Grantor"), does hereby grant and convey to **GSA Sedella, L.L.C, an Arizona limited liability company**, ("Grantee")

its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments, and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2025.

Signatures, Acknowledgements and Exhibits on 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 instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2025, by Wynette Reed, as City Manager of the City of Goodyear, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

My commission expires on

Exhibit(s) on Following Page(s)

Exhibit "A"

Legal Description

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