



September 23, 2020

The United Goodyear Firefighter Charities
c/o Joe Hernandez
16161 W. Yuma Road
Goodyear, Arizona 85338

Re: Letter of Intent – Conveyance of Lot 2 of the Minor Land Division of Properties on Pico Drive

Dear Mr. Hernandez,

This Letter of Intent is submitted with the understanding that it is not intended to be contractual in nature, but is merely a statement of general terms and conditions under which the City of Goodyear is prepared to convey Lot 2 of the Minor Land Division of Properties on Pico Drive (the "Property") to The United Goodyear Firefighter Charities, an Arizona non-profit corporation ("UGFFC") and UGFFC is prepared to accept the conveyance of the Property. Because this Letter of Intent contains only part of the terms of conditions that are normally contained in a Conveyance Agreement, in no event whatsoever shall either party have any liability or obligation to the other party with regard to the transaction contemplated by this Letter of Intent unless and until a complete, definitive Conveyance Agreement is executed and delivered by both parties and approved by the City of Goodyear City Council if required.

1.	Grantee:	The United Goodyear Firefighter Charities, an Arizona non-profit corporation, hereafter referred to as "UGFFC"
2.	Grantor:	City of Goodyear, an Arizona Municipal corporation, hereafter referred to as "City"
3.	Property:	Lot 2 of the Minor Land Division of Properties on Pico Drive, a copy of which is attached hereto.
4.	General Purpose of Conveyance Agreement	The Property is being conveyed primarily for use as firefighters' museum with minimum requirements for the operation of the museum with ancillary uses permitted for a charitable organization as defined in the Internal Revenue Code Section 501(c)(3). The special warranty deed that will convey the Property will include a restrictive covenant that sets forth these requirements. The restrictive covenant will provide for the termination of the special warranty deed if a covenant is violated unless the City is paid the fair market value of the Property at the time the covenant is



		<p>breached, which value shall be determined as of the date of the breach and reduced by the value any capital improvements made to the Property by the UGFFC contributed to the fair market value. The restrictive covenants will expire twenty-five (25) years from the date of conveyance. A copy of the form of Special Warranty Deed that will be used is attached.</p>
5.	General Terms in Conveyance Agreement	<ul style="list-style-type: none">• The Property is being conveyed "As Is" without any warranties.• UGFFC shall waive all claims it may have against the City that arises from, is related to, or is alleged to arise from or related to the condition of the building or the land being conveyed.• UGFFC shall defend and indemnify the City for any claims asserted against the City that arises from, is related to, or is alleged to arise from or related to the condition of the building or the land being conveyed.• The City will have the right to remove a time capsule buried within the Property, which right will be reserved in the special warranty deed.• UGFFC shall be required to maintain the Property in the same or better condition than exists as of the Closing Date.• The Property is being conveyed primarily for use as firefighters' museum with minimum requirements for the operation of the museum with ancillary uses permitted for a charitable organization as defined in the Internal Revenue Code Section 501(c)(3), which requirements and limitations will be included in the deed restriction for the special warranty deed as discussed above.• The museum shall be open within two years of the Closing Date, which may be extended in writing at the discretion of the City Manager only upon a showing that UGFFC encountered an unforeseen structural condition that would delay the completions of improvements needed to open the museum within two years of the Closing Date, which requirement will be included in the deed restriction for the special warranty deed as discussed above.• The museum shall be open a minimum of eight (8) hours a month and shall be free to Goodyear residents, which requirement will be included in the deed restriction for the special warranty deed as discussed above.• The Property cannot be conveyed to any other person or entity, which restriction will be included in the deed restriction for the special warranty deed as discussed above.• The Property cannot be mortgaged without the express consent of the City of Goodyear, which restriction will be



		<p>included in the deed restriction for the special warranty deed as discussed above.</p> <ul style="list-style-type: none"> • The Property shall be maintained free and clear of all liens, which requirement will be included in the deed restriction for the special warranty deed as discussed above. • The Property will be conveyed by special warranty deed subject to the deed restrictions and reservation described herein, subject to: all matters of public record; all easements and dedications, including the dedications to the City of Goodyear reflected in the Minor Land Division of Properties on Pico Drive; subject to all matters that appear as exception to the title as reflected in the title commitment that will be ordered as described herein; the exceptions normally contained in an Owner's policy of Title Insurance; and claims, if any, of third parties based on adverse possession or prescriptive uses of which the City has no knowledge.
6.	Terms in Conveyance Agreement Related to Closing	<ul style="list-style-type: none"> • City and UGFFC acknowledge and hereby confirm they are not represented by licensed broker and that no commission shall be due by either party. • City shall Open Escrow within three (3) days upon receipt of the fully executed Conveyance Agreement. • The Close of Escrow shall occur within one hundred twenty (120) days from the Open of Escrow. • UGFFC shall have ninety (90) days from the Open of Escrow to satisfy itself as to the suitability of the Property for UGFFC's intended use ("Feasibility Period"). During the Feasibility Period, UGFFC will have the right to inspect the Property. The City shall permit access to the Property to UGFFC and persons and companies as so designated by UGFFC, with the right to perform any reasonable tests upon the Property that UGFFC deems necessary. In the event UGFFC discovers any condition(s) that make the property unacceptable to UGFFC, UGFFC may, at any time during the Feasibility Period, cancel the Conveyance Agreement in a signed writing. In the event the UGFFC cancels the Conveyance Agreement during the Feasibility Period, the Conveyance Agreement shall be deemed null and void, and neither party shall have any further obligation or liability to the other. • Within five (5) working days of the Open of Escrow, the City agrees to provide UGFFC the following items for UGFFC's use during the Feasibility Period: <ul style="list-style-type: none"> ○ Preliminary Title Report & Commitment for a standard coverage title insurance in the amount equal to \$96,395.00;



		<ul style="list-style-type: none">○ Copies of existing ALTA surveys, copies of existing site plans, and all environmental reports that include the Property' and○ A complete list and copies of any existing contracts pertaining to the Property, if any.• UGFFC shall pay 100% of all escrow fees, closing costs, recording fees, and the cost of UGFFC's Owner's Title Insurance Policy.
7.	Form of Special Warranty Deed	The special warranty deed shall be in the form attached hereto.
8.	Timing of Conveyance Agreement	Conveyance Agreement will not be executed until the Minor Land Division of Properties on Pico Drive, a copy of which is attached hereto, has been recorded and certain infrastructure improvements that the City is undertaking to separate the improvements on Lots 1 and 2 of the Minor Land Division of Properties on Pico Drive have been completed.
9.	City Manager & Council Approval:	This Letter of Intent will be subject to the review and approval of the City Council of the City of Goodyear. Any Conveyance Agreement resulting from negotiations that differ in any material term(s) from this Letter of Intent, as determined at the sole discretion of the City Attorney or his designee, will be subject to the review and approval by the City Council of the City of Goodyear.
10.	Termination:	This Letter of Intent will expire, without further notice unless a Conveyance Agreement consistent with the terms of this Letter of Intent has been executed by the City and UGFFC by October 5, 2021.

Sincerely,

Julie Arendall,
City Manager

Attachments:

- Minor Land Division of Properties on Pico Drive
- Form of Special Warranty Deed



AGREED AND ACCEPTED

The United Goodyear Firefighter Charities,
an Arizona non-profit corporation

By: [Signature]
Joe Hernandez

Its: Director

State of Arizona)
)ss
County of Maricopa)

The foregoing instrument (Letter of Intent) was acknowledged before me this
29 day of September, 2020 by Joe Hernandez as
Director of The United Goodyear Firefighter Charities, an
Arizona non-profit corporation and that he, being authorized to do so, executed the
foregoing instrument for the purposes therein contained on behalf of said
corporation.

[Signature]
Notary Public

APPROVED AS TO FORM

City Attorney



BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, 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 §

KNOW ALL MEN BY THESE PRESENTS,

THAT THE CITY OF GOODLAND, MINNAPOLIS CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "PROPERTIES ON PICO DRIVE," A PORTION OF SECTION 10, TOWNSHIP 1 N, RANGE 14E, WEST 1/4 OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON PLATTED HEREON AND HEREBY DECLARES THAT SAID MINNOR LAND DIVISION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, LOTSMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID MINNOR LAND DIVISION.

THE CITY OF GOODYEAR, AN ARIZONA MUNICIPAL CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER OF TRACT A REFLECTED IN THIS TIERED LAND DIVISION, HEREBY DECLARES TRACT A TO BE PUBLIC STREETS TO BE HELD IN FEE AND MAINTAINED BY THE CITY OF GOODYEAR.

[illegible][illegible]

THE CITY OF GOODSPERD AND LINCOLN MUNICIPAL CORPORATION, INCLUDING ITS TRUSTEES, SUCCESSORS OR ASSOCIATES, AS OWNER OF THE REFLECTED IN THIS MINOR LAND DIVISION, HEREBY GRANTS A TELEPHONE LINE EASEMENT ON, OVER, AND ACROSS THE AREA OF THE REFLECTED IN THIS MINOR LAND DIVISION, TO THE CITY OF GOODSPERD AND LINCOLN MUNICIPAL CORPORATION, INCLUDING ITS TRUSTEES, SUCCESSORS OR ASSOCIATES, AS OWNER OF THE PREMISES DESCRIBED IN THIS MINOR LAND DIVISION THE "TELEPHONE LINE EASEMENT AREA". SUCH TELEPHONE LINE EASEMENT FOR THE BENEFIT OF THE CITY OF GOODSPERD AND LINCOLN MUNICIPAL CORPORATION, INCLUDING ITS TRUSTEES, SUCCESSORS OR ASSOCIATES, AS OWNER OF THE REFLECTED IN THIS MINOR LAND DIVISION AND IS FOR THE FOLLOWING PURPOSES: OPERATING, MAINTAINING, REPAIRING, REPLACING, OR OTHERWISE USING TELEPHONE LINES, CABLES, OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO: OPERATING, MAINTAINING, REPAIRING, AND/OR REPLACING THE CABLED TELEPHONE LINES THAT CURRENTLY, OR IN THE FUTURE, SERVE THE REFLECTED IN THIS MINOR LAND DIVISION AND THE REFLECTED IN THIS MINOR LAND DIVISION. SUCH TELEPHONE LINE EASEMENT GRANTED HEREIN SHALL BE PERPETUAL, SHALL BE BINDING UPON THE CITY OF GOODSPERD AND LINCOLN MUNICIPAL CORPORATION, INCLUDING ITS TRUSTEES, SUCCESSORS OR ASSOCIATES AND SHALL RUN WITH THE LAND. IT IS THE EXPRESS INTENT OF THE CITY OF GOODSPERD THAT THIS EASEMENT BE GRANTED HEREIN FOR THE BENEFIT OF THE CITY OF GOODSPERD AND LINCOLN MUNICIPAL CORPORATION, INCLUDING ITS TRUSTEES, SUCCESSORS OR ASSOCIATES, AS OWNER OF THE REFLECTED IN THIS MINOR LAND DIVISION AND THE REFLECTED IN THIS MINOR LAND DIVISION.

[illegible]

THE CITY OF GIDDISBORO, AN ILLINOIS MUNICIPAL CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER OF 2.0 ACRES OF LAND IN SAID MAJOR LAND DIVISION, HEREBY GRANTS THE CITY OF GIDDISBORO AN EASEMENT ("E1") ON, OVER AND ACROSS THE AREA IN LOT 2 OF GIDDISBORO AS AS SHOWN ON THIS MAJOR LAND DIVISION AND INCLUDES WITHIN THE PREMISES OF SAID EASEMENT ("E1") THE RIGHT OF WAY AND ACCESS TO AND FROM SAID LOT 2 AND THE RIGHT OF WAY AND ACCESS TO AND FROM PROVIDING ACCESS TO LOT 1 OF GIDDISBORO WATER FACILITIES, INCLUDING TANKS AND APPURTENANCES LOCATED ON LOT 1. THE TOWER OF LOT 2, ITS SUCCESSORS AND ASSIGNS, SHALL NOT LOCATE, ERECT, CONSTRUCT OR PERMIT TO BE LOCATED ERECTED OR MAINTAINED ON LOT 2 ANY TOWER OR STRUCTURE OF ANY KIND OR TYPE, INCLUDING BUT NOT LIMITED TO, A TOWER OR EASEMENT GRANTED HEREIN SHALL BE HERETAFORTH, SHALL BE BINDING UPON GIDDISBORO, ITS SUCCESSORS AND ASSIGNS AND SHALL RUN WITH THE LAND. IF THE EASEMENT INTEREST OF THE CITY OF GIDDISBORO THAT THIS EASEMENT NOT BE EXTINGUISHED BY ANY MEANS, INCLUDING BUT NOT LIMITED TO, THE EASEMENT BEING DEEMED AFFECTED BY REASON OF THE CITY OF GIDDISBORO'S OWNERSHIP OF BOTH THE EASEMENT AND LOT 2.

[illegible]

DEDICATION (CONT)

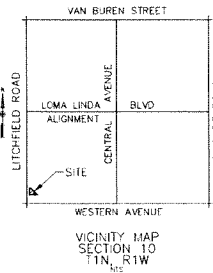
[illegible]

THE CITY OF GOODTOWN AS GEORGIA MUNICIPAL CORPORATION INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER OF LOT 2 RELECTED BY THIS MAJOR LAND DIVISION, HEREBY GRANTS A NO-BUILD SETBACK EASEMENT ON OVER AND ACROSS THE AREA IN LOT 2 DESIGNATED AS NO-BUILD SETBACK EASEMENT AREA TO THE CITY OF GOODTOWN AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER OF THE MAJOR LAND DIVISION THE "NO-BUILD SETBACK EASEMENT AREA", SUCH NO-BUILD SETBACK EASEMENT IS FOR THE BENEFIT OF LOT 1 RELECTED IN THIS MAJOR LAND DIVISION AND IS INTENDED TO PROVIDE THE CITY OF GOODTOWN WITH SETBACK EASEMENT FROM THE ADJACENT PROPERTY LOCATED IN THE SET-BACK EASEMENT AREA ON LOT 1. THE OWNER OF LOT 2 ITS SUCCESSORS AND ASSIGNS SHALL NOT LOCATE, ERRECT, CONSTRUCT OR PERMIT TO BE LOCATED, ERRECTED OR CONSTRUCTED ANY BUILDING OR OTHER STRUCTURE OR USE THEREON THAT VIOLATES THE SETBACK EASEMENT HEREIN GRANTED AND SHALL RUN WITH THE LAND. IT IS THE EXPRESS INTENT OF THE CITY OF GOODTOWN THAT THIS NO-BUILD SETBACK EASEMENT SHALL BE PERPETUAL AND SHALL REMAIN IN FULL FORCE AND EFFECT FOREVER UNLESS OTHERWISE REVOKED BY THE CITY OF GOODTOWN. OWNERSHIP OF EACH OF THE BENEFITED LOT ALSO LIES WITH THE BENEFITTER OF LOT 1.

[illegible]

THE CITY OF GOODYEAR AND ANTIQUA MUNICIPAL CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER OF LOT 1 REFLECTED IN THIS MAJOR LAND DIVISION, HEREBY GRANTS THE CITY OF GOODYEAR AN ACCESS EASEMENT ("A/E") ON, OVER AND ACROSS THE AREA IN LOT 1 DESIGNATED AS RE AS SHOWN ON THE LAND DIVISION AND INCLUDING THE EASEMENTS DESCRIBED IN THE LAND DIVISION, THE EASEMENT ("ACCESS EASEMENT AREA") SUCH ACCESS EASEMENT IS FOR THE PURPOSE OF PROVIDING ACCESS TO CT. OF GOODYEAR WATER FACILITIES INCLUDING METERBOXES AND APPURTENANCES LOCATED ON LOT 1. THE OWNER OF LOT 1, ITS SUCCESSORS AND ASSIGNS SHALL NOT LOCATE, ERECT, CONSTRUCT OR PERMIT ANY STRUCTURE OR OBSTACLE ON THE ACCESS EASEMENT AREA. THE ACCESS EASEMENT GRANTED HEREIN SHALL BE PERPETUAL, SHALL BE BINDING UPON GRANTOR, ITS SUCCESSORS AND ASSIGNS AND SHALL RUN WITH THE LAND. IT IS THE EXPRESS INTENTION OF THE GRANTOR THAT THE EASEMENT NOT BE EXTENDED BY SURRENDER OR BY AGREEMENT, OR OTHERWISE DEEMED AFFECTED BY REASON OF THE CITY OF GOODYEAR'S OWNERSHIP OF BOTH THE ACCESS EASEMENT AND LOT 1.

THE CITY OF GOODYEAR AND ARIZONA MUNICIPAL CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS AS OWNER OF LOT 2 REPLIED IN THIS MANNER AND LUCAS HERBERT GOODYEAR ELECTRIC LINE COMPANY, INC. ("LUCAS") REPLIED IN THIS MANNER AND THE CITY OF GOODYEAR AND ARIZONA MUNICIPAL CORPORATION ("CITY") AS SHOWN ON THIS MIGNOR LAND DIVISION AND SUGGESTED WITHIN THE PREMISES DESCRIBED IN THIS MIGNOR LAND DIVISION THE ELECTRIC LINE EASEMENTS ARE FOR THE MAINTENANCE, REPAIRING, REPLACING, OR REPLACING THE EXISTING ELECTRIC LINE CURRENTLY LOCATED ON LOT 2 AS WELL AS PROVIDE ELECTRIC SERVICE TO LOT 1. OPERATING, MAINTAINING, REPAIRING, AND/OR REPLACING THE EXISTING ELECTRIC LINE CURRENTLY LOCATED ON LOT 2 AND PROVIDING ACCESS TO THE PREMISES TO PROVIDE ELECTRIC SERVICE TO LOT 1. AND FOR PROVIDING ACCESS FOR THE PURPOSES SET FORTH HEREIN, THE ELECTRIC LINE EASEMENTS GRANTED HEREIN SHALL BE PERPETUAL, SHALL BE BOUNDING UPON GRANTOR, ITS HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL NOT BE EXTINGUISHED BY MERE NON-USE. THE CITY OF GOODYEAR AND ARIZONA MUNICIPAL CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREES THAT THESE ELECTRIC LINE EASEMENTS NOT BE EXTINGUISHED BY MERE NON-USE, MODIFIED, OR ABANDONED BY THE CITY OF GOODYEAR AND ARIZONA MUNICIPAL CORPORATION, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, OR BY THE BUREAUS OF BOTH THE BENEFITARY

[illegible]

7878 N. 16th Street
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Phoenix, AZ 85020
P 602.957.1155
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www.dlbbjcorp.com

Dibble
Engineering

MINOR LAND DIVISION
OF "PROPERTIES ON PICO DRIVE"

DEDICATION (CONT)

IN WITNESS WHEREOF, THE CITY OF GODYEAR, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER, HAS HERETOBEFORE CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREOF DULY AUTHORIZED TO DO SO.

City of GLENVIEW, AN ILLINOIS MUNICIPAL CORPORATION

BY GEORGE LORE
MAYOR, CITY OF GOODYEAR

ACKNOWLEDGMENT

[illegible]

ON THIS DAY OF 2020,
BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED
..... WHO ACKNOWLEDGED

HIMSELF/HERSELF TO BE THE _____ OF THE
CITY OF GOODYEAR AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID
ENTITY, EXECUTED THE FOREGOING MAP/LAND DIVISION FOR THE PURPOSES
THEREIN CONTAINED.

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED AND SHOWN HEREIN WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2019, AND THAT THE PLAT IS CORRECT AND ACCURATE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE PLAT TO BE RETRACED, AND THAT THIS PLAT MEETS THE MINIMUM STANDARDS FOR ARIZONA BOUNDARY

JASON P. GRAHAM RUS 47237



MINOR LAND DIVISION
OF
"PROPERTIES ON PICO DRIVE"
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1
WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

NOTES:

1. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND EXCEPT BURNING AND CARGER POWER LINES.
2. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET. LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND SHRUBS, LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
3. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR UPON THE UTILITY EASEMENTS EXCEPT UTILITIES, ASPHALT PAVING, GRASS, AND WOOD. MAX ON REMOVABLE SECTION TREE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, FENCING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING UTILITY FACILITIES.
4. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS OR PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
5. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND MAY THEREFORE BE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH THEIR USE.
6. THIS DEVELOPMENT IS SUBJECT TO ATTENUATED NOISE, VIBRATIONS, ECHOES AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVER FLIGHTS AND BY THE OPERATION OF AIRCRAFT LAUNCHING AT OR TAKING OFF FROM THE PHOENIX-GOODYEAR AIRPORT AND LINE AIR FORCE BASE. EACH LOT PURCHASER SHALL SIGN A SEPARATE STATEMENT ACKNOWLEDGING RECEIPT OF THIS DISCLOSURE.
7. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET. LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND SHRUBS, LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAO SECTION 10, FROM WHICH THE WEST QUARTER CORNER OF SAO SECTION 10 BEARS NORTH 00 DEGREES 36 MINUTES 38 SECONDS EAST, A DISTANCE OF 203.95 FEET;

THENCE UPON AND WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAO SECTION 10, NORTH 00 DEGREES 36 MINUTES 38 SECONDS EAST, A DISTANCE OF 200.20 FEET;

THENCE DEPARTING SAO WEST LINE, SOUTH 89 DEGREES 23 MINUTES 22 SECONDS EAST, A DISTANCE OF 56.36 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 14 MINUTES 05 SECONDS WEST, A DISTANCE OF 186.97 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST PICO DRIVE;

THENCE UPON AND WITH SAO SOUTH RIGHT OF WAY, SOUTH 89 DEGREES 43 MINUTES 30 SECONDS EAST, A DISTANCE OF 81.53 FEET;

THENCE CONTINUING UPON AND WITH SAO RIGHT OF WAY LINE, SOUTH 42 DEGREES 28 MINUTES 22 SECONDS EAST, A DISTANCE OF 256.52 FEET;

THENCE CONTINUING UPON AND WITH SAO RIGHT OF WAY LINE, NORTH 89 DEGREES 23 MINUTES 22 SECONDS WEST, A DISTANCE OF 250.73 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 35,006 SQUARE FEET OR 0.794 ACRES OF LAND MORE OR LESS.

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____ 20____

BY: GEORGIA LORD, MAYOR _____ DATE _____

BY: GARDIN MEDRADEN, CITY CLERK _____ DATE _____

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA
THIS _____ DAY OF _____ 20____

BY: REBECCA ZOOK, CITY ENGINEER _____ DATE _____

THE MAJOR LAND DIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICY MANUAL.

BY: CITY ENGINEER (REBECCA ZOOK) _____ DATE _____

BY: DEVELOPMENT SERVICE DIRECTOR (CHRISTOPHER BAKER) _____ DATE _____

OWNER

CITY OF GOODYEAR
280 N. LITCHFIELD RD.
GOODYEAR, AZ 85506

UTILITIES

ELECTRIC: ARIZONA PUBLIC SERVICE
TELEPHONE: CENTURY LINK
WATER: CITY OF GOODYEAR
SEWER: CITY OF GOODYEAR
GAS: CITY OF GOODYEAR
FIRE: CITY OF GOODYEAR
POLICE: CITY OF GOODYEAR
SOUTHWEST GAS

SURVEYOR

DIBBLE ENGINEERING
2878 N. 16TH STREET,
SUITE 300
PHOENIX, AZ 85020
CONTACT: JASON P. GRAMHAM
(602) 957-1155
JASON.GRAMHAM@DIBBLECORP.COM

BASIS OF BEARINGS

ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE
PICO DRIVE (P) BEARING: NORTH 00°19' EAST (ASSUMED) FEP BOOK 293 OF DEEDS,
PAGES 560, 561 AND 562
MEASURED (M) BEARING: NORTH 00°36'30" EAST

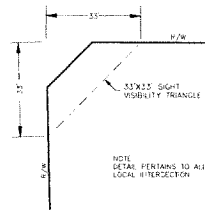
REFERENCE DOCUMENTS

BOOK 293 OF DEEDS, PAGES 560, 561 AND 562, M/F
BOOK 1981 OF DEEDS, PAGES 45 AND 46, M/F
BOOK 4688 OF DEEDS, PAGES 203 AND 204, M/F
BOOK 28 OF MAPS, PAGE 15, M/F

WARRANTY DEED
WARRANTY DEED
WARRANTY DEED
FINAL PLAT

LOT AREA

LOT 1 25,786 SQUARE FEET OR 0.589 ACRES
LOT 2 9,220 SQUARE FEET OR 0.211 ACRES
TRACT 3 30,000 SQUARE FEET OR 0.687 ACRES
TOTAL 65,006 SQUARE FEET OR 1.487 ACRES



TYPICAL S.V.T. DETAIL
FOR LOCAL STREETS

TRACT TABLE

TRACT NO.	AREA	USE	OWNER	MAINTENANCE RESPONSIBILITY
A	128.00 SF	STREET & SIDEWALK	CITY OF GOODYEAR	CITY OF GOODYEAR

2878 N. 16th Street
Suite 300
Phoenix, AZ 85020
P 602.957.1155
F 602.957.1156
www.dibblecorp.com

Dibble
Engineering

MINOR LAND DIVISION
OF "PROPERTIES ON PICO DRIVE"
A PORTION OF SOUTHWEST 1/4 SECTION 10,
TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

SHEET 2	PROJECT NO: 1010087 DATE: JAN 2020 SCALE: AS SHOWN	
	SURVEYED: JUNE 2019	DESIGN: CSD
OF 3	FIELD WORK: RFA, JR.	
	REVISED: JG	
46,052.85		

SHEET
2
OF 3

When recorded Mail to:

City of Goodyear
City Clerk/lrb
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

GRANTOR:

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

GRANTEE:

**THE UNITED GOODYEAR
FIREFIGHTER CHARITIES, an Arizona
non-profit corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, which consideration expressly includes the covenants, conditions, restrictions and reservations set forth on Exhibit "C" ("Deed Restrictions and Reservations") attached hereto and incorporated herein by the reference, the receipt and sufficiency of which is hereby acknowledged, **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, ("Grantor") does hereby grant and convey to **THE UNITED GOODYEAR FIREFIGHTER CHARITIES, an Arizona non-profit corporation**, its successors and assigns ("Grantee"), the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto (collectively, the "**Property**"):

SEE EXHIBIT "A" ("LEGAL DESCRIPTION") ATTACHED HERETO AND
INCORPORATED HEREIN

SUBJECT TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, claims, if any, of third parties based on adverse possession or prescriptive uses of which the City has no knowledge, and those matters described on Exhibit "B" ("Permitted Exceptions"), attached thereto and incorporated herein by reference.

FURTHER, THE PROPERTY IS CONVEYED SUBJECT TO AND ENCUMBERED BY, AND GRANTOR HEREBY IMPOSES ON THE PROPERTY, the covenants, conditions, restrictions and reservations set forth on Exhibit "C" ("Deed Restrictions and Reservations") attached hereto and incorporated herein by this reference, which covenants, conditions, restrictions and reservations set forth on Exhibit "C", attached hereto and incorporated herein by this reference, shall run with the land and bind to successors in title to the Property and all owners of any portion thereof or interest therein.

And Grantor binds itself and its successors to warrant and defend the title to the Property solely against all acts of Grantor and no other and subject to the matters set forth above.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

GRANTOR:
CITY OF GOODYEAR, an Arizona Municipal Corporation

By: _____
Julie Arendall, City Manager

Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 20____ by Julie Arendall, City Manager of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibits on Following Pages

EXHIBIT "A"

Legal Description

Lot 2 of the Minor Land Division of Properties on Pico Drive recorded in the Official Records of Maricopa County, Arizona on _____ at Book _____ or Maps, Page _____, document number _____.

EXHIBIT “B”

Permitted Exceptions

(This will be taken from the Title Commitment and will include all matters that appear as exception to the title as reflected in the title commitment and the exceptions normally contained in an Owner's policy of Title Insurance)

EXHIBIT "C"

Deed Restrictions and Reservations

Grantee Covenants. This conveyance is made upon the following express conditions and covenants, restrictions and reservations, which are hereby declared to run with and bind the land herein conveyed:

1. Use of Property. Grantee covenants and agrees that the Property shall primarily be used by Grantee as a firefighter's museum with ancillary uses that are allowed for a charitable organization as defined in the Internal Revenue Code Section 501(c)(3) being permitted. Grantee further covenants and agrees that the museum shall be open to the public for a minimum of eight (8) hours each month and shall be free to residents of the City of Goodyear. If Grantee: uses the Property for purposes other than a firefighter's museum; fails to have the museum open to the public for a minimum of eight (8) hours each month; and/or charges any sort of admission fee to residents of the City of Goodyear, Grantor shall notify Grantee of the breach and Grantee shall have thirty days within which to cure the breach ("Cure Period"). If, at the end of the Cure Period, the breach has not been cured, Grantor may enter and terminate the estate hereby created unless Grantee pays Grantor the fair market value of the Property at the time of the breach less the value any capital improvements made to the Property by Grantee contributed to the fair market value. The fair market value shall be determined as of the date of the breach.

2. Opening of Museum. Grantee covenants and agrees that the firefighters' museum for which this Property is being conveyed shall be open and operational within two years of the date of the conveyance of the Property unless such date extended in a writing signed by the City Manager and at the discretion of the City Manager upon a showing that Grantee encountered and unforeseen structural condition that would delay the completion of improvements needed to open the museum within two years of the date of the conveyance of the Property. If the firefighters' museum is not open and operational within two years of the date of the conveyance of the Property or such later date as agreed to by the City Manager, Grantor may enter and terminate the estate hereby created unless Grantee pays Grantor the fair market value of the Property at the time of the breach less the value any capital improvements made to the Property by Grantee contributed to the fair market value. The fair market value shall be determined as of the date of the breach.

3. Conveyance of Property. Grantee covenants and agrees that except for any easements that may be required by the City of Goodyear or by any utility company providing service to the Property or to Lot 1 of the Minor Land Division of Properties on Pico Drive recorded in the Official Records of Maricopa County, Arizona on _____ at Book _____ or Maps, Page _____, document number _____ the Property, or any portion of the Property shall not be conveyed to any other person or entity unless Grantee pays Grantor the fair market value of the Property prior to such conveyance less the value any capital improvements made to the Property by Grantee contributed to the fair market value. The fair market value shall be determined as of the date of such conveyance of the Property.

4. Mortgage. Grantee covenants and agrees that the Property cannot be used for security for any loan, mortgage or other form of indebtedness without the express written consent of Grantor. If Grantee uses the Property as security for any loan, mortgage or other form of indebtedness without having obtained the express written consent of Grantor, Grantor shall notify Grantee of the breach and Grantee shall have thirty (30) days within which to cure the breach ("Cure Period") by having the mortgage, lien or encumbrance on the Property removed. If, at the end of the Cure Period, the mortgage, lien or encumbrance has not been removed from the Property, Grantor may enter and terminate the estate hereby created unless Grantee pays Grantor the fair market value of the Property at the time of the breach less the value any capital improvements made to the Property by Grantee contributed to the fair market value. The fair market value shall be determined as of the date of the breach.

5. Liens. Grantee covenants and agrees to keep the Property free and clear of all liens, including by way of example but not limitation, tax liens and mechanics liens. If Grantee allows a lien to be placed on the Property, Grantor shall notify Grantee of the breach and Grantee shall have thirty (30) days within which to cure the breach ("Cure Period") by having the lien removed. If, at the end of the Cure Period, the lien has not been removed from the Property, Grantor may enter and terminate the estate hereby created unless Grantee pays Grantor the fair market value of the Property at the time of the breach less the value any capital improvements made to the Property by Grantee contributed to the fair market value. The fair market value shall be determined as of the date of the breach.

6. Time Capsule. Grantor expressly reserves the right to remove the time capsule that Grantor buried on the Property and to hold a ceremony for the removal of the time capsule, the timing of which shall be determined by Grantor. Grantor shall provide Grantee at least ten (10) days prior notice of the date(s) Grantor intends to remove the time capsule and to hold a ceremony for the removal of the time capsule. Following the removal of the time capsule, Grantor shall restore the Property to a condition as good as or better than existed prior to the removal.

Grantee acknowledges that the express conditions and covenants, restrictions and reservations set forth herein represent part of the consideration for the conveyance of the Property and agrees that these covenants run with and bind the land. The conditions, covenants, restrictions and reservations set forth herein shall expire twenty-five (25) years from the date of the conveyance of the Property.

AGREED AND ACCEPTED

The United Goodyear Firefighter Charities,
an Arizona non-profit corporation

By: [Signature]
Joe Hernandez

Its: Director

Date: 9/29/2020

State of Arizona)
)ss
County of Maricopa)

The foregoing instrument (Deed Restrictions and Reservations) was acknowledged before me this 29th day of September, 2020 by Joe Hernandez as Director of The United Goodyear Firefighter Charities, an Arizona non-profit corporation and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

[Signature]
Notary Public

APPROVED AS TO FORM

City Attorney

