EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road - 400-62-036E)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts o | f |
|---|---|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully | |
| claiming or to claim the same, through, or under Grantee, but not otherwise. | |

| IN WITNESS WHEREOF, | this instrument is execu | ted this | _day of | , 2018 |
|---------------------|--------------------------|----------|---------|--------|
|---------------------|--------------------------|----------|---------|--------|

| GRANTOR: | |
|--|---------------------------------------|
| NNP III-EMR 4, LLC, | |
| a Delaware limited liability company | |
| Ву: | |
| Name:William M. Olson | |
| Its: <u>Senior Vice President</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) was ac <u>April</u> , 2018 by <u>William M. Olson</u> , as <u>Senic</u> Delaware limited liability company. | |
| LESLE L. SWEENEY Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 Notar | Gule & Sweeney y Public |
| ACCEPTED by the CITY OF GOODYEAR, ARIZONA, | an Arizona Municipal Corporation, the |
| day of, 2018. | |
| By: | |
| Name: <u>Georgia Lord</u> | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) | |
| day of, 2018 byGeon GOODYEAR, ARIZONA, an Arizona municipal corporat | ion, on behalf of said corporation. |
| | |
| Notar | y Public |

EXHIBIT A APN 400-62-036E



N 1/4 COR. SEC 34 T2S, R2W, G&SRM

RIGGS ROAD

BASIS OF BEARING S89'37'28"E 2641.78' POB SEC 34 T2S, R2W, G&SRM POC

L4

NE COR.

N89'37'11"W 749.91'

APN 400-62-036E 2013-0698661 NBOW VALLEY ROA



| Line Table | | | | |
|------------|----------------------|---------|--|--|
| Line # | Direction | Length | | |
| L1 | S0'19'42"W | 8.13' | | |
| L2 | S89*37'28"E | 749.91 | | |
| L3 | N0°19'43"E | 8.07' | | |
| L4 | N89 : 37'28"W | 149.98' | | |

LEGEND

SUBJECT LINE
SUB-SECTION LINE
SECTION LINE
DEED LINE
EXIST RIGHT OF WAY

SECTION MONUMENT





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APN 400-62-036E

LEGAL DESCRIPTION

THAT PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 89"37'28" WEST A DISTANCE OF 2641.78 FEET (BASIS OF BEARING);

THENCE ALONG THE NORTH LINE OF SAID SECTION 34 NORTH 89°37'28" WEST 149.98 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT 2013-0698661 RECORDS OF MARICOPA COUNTY AND TO THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID PARCEL SOUTH 00"19'42" WEST 8.13 FEET;

THENCE NORTH 89°37'11" WEST 749.91 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE NORTH 00°19'43" EAST 8.07 FEET TO THE NORTH LINE OF SAID SECTION 34;

THENCE ALONG SAID NORTH LINE SOUTH 89°37'28" EAST 749.91 FEET TO THE POINT OF BEGINNING.

CONTAINS 6075 SQUARE FEET OR 0.139 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





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EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road - 400-62-039G)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See <u>Exhibit "A"</u> attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |

| IN WITNESS WHEREOF, this instrument is executed this | day of | , 2018 |
|--|--------|--------|
|--|--------|--------|

| GRANTOR: NNP III-EMR 4, LLC, | |
|--|---|
| a Delaware limited liability company | |
| By: | |
| Name:William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| |) was acknowledged before me this day of senior Vice President of NNP III-EMR 4, LLC, a |
| November 13, 2021 | Leslet Swanney Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, ARI day of, 2018. | ZONA, an Arizona Municipal Corporation, the |
| By: | |
| Name: <u>Georgia Lord</u> | |
| Its: <u>Mayor</u> | |
| State of Arizona) | |
|)ss. County of Maricopa) | |
| The foregoing instrument (Special Warrant day of, 2018 by GOODYEAR, ARIZONA, an Arizona municipal of | Georgia Lord , as Mayor of the CITY OF |
| | Notary Public |

EXHIBIT A

APN 400-62-039G



APN 400-62-039G 2013-0698661

S 1/4 COR.

SEC 27 T2S, R2W, G&SRM

N89°37'28"W 2641.78' POB

BASIS OF BEARING PIRIGGS ROAD

L3 L2-

SE COR. **SEC 27** T2S, R2W, G&SRM POC



| Line Table | | | | |
|------------|-------------|--------|--|--|
| Line # | Direction | Length | | |
| L1 | N89'37'28"W | 40.00° | | |
| L2 | N89'37'28"W | 859.89 | | |
| L3 | N019'47"E | 33.00' | | |
| L4 | S89*37*28"E | 859.89 | | |
| L5 | S0'19'47"W | 33.00' | | |

LEGEND

SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY

SECTION MONUMENT

PÖC G&SRM POINT OF BEGINING POINT OF COMMENCEMENT GILA & SALT RIVER MERIDIAN



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APN 400-62-039G

LEGAL DESCRIPTION

THAT PORTION OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 89°37'28" WEST A DISTANCE OF 2641.78 FEET (BASIS OF BEARING);

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27 NORTH 89°37'28" WEST 40.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT 2013-0698661 OF MARICOPA COUNTY AND TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89'37'28" WEST 859.89 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 0019'47" EAST 33.00 FEET;

THENCE SOUTH 89'37'28" EAST 859.89 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE ALONG SAID EAST LINE SOUTH 0019'47" WEST 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 28376 SQUARE FEET OR 0.651 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





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EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-62-039H)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

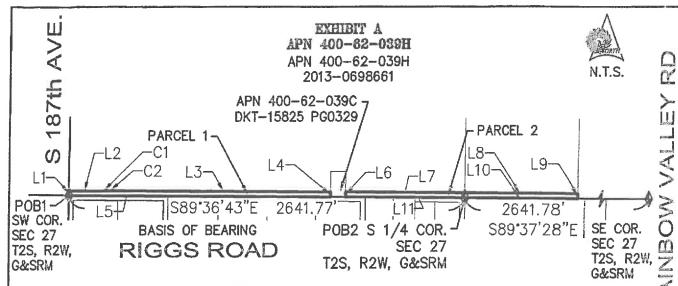
SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |

| IN WITNESS WHEREOF, this instrument is executed this | day of | , 2018 |
|--|--------|--------|
|--|--------|--------|

| GRANTOR: | |
|---|--|
| NNP III-EMR 4, LLC, | |
| a Delaware limited liability company | |
| By: | |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. County of Maricopa) | |
| County of Mancopa) | |
| The foregoing instrument (Special Warranty Dee April , 2018 by <u>William M. Olson</u> , as Delaware limited liability company. | d) was acknowledged before me this _/ day of s Senior Vice President of NNP III-EMR 4, LLC, a |
| Notary Public - Arizona Maricopa County My Commission Expirea November 13, 2021 | Delle S. Sweezes Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, AR day of, 2018. | IZONA, an Arizona Municipal Corporation, the |
| By: | |
| Name:Georgia Lord | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| | nty Deed) was acknowledged before me this y <u>Georgia Lord</u> , as <u>Mayor</u> of the CITY OF corporation, on behalf of said corporation. |
| | Notary Public |
| | → |



| Curve Table | | | | | |
|-------------|----------|---------|--------|---------------|------------|
| Curve | Delta | Radius | Length | Chord Bearing | Chord Dist |
| C1 | 2*24'06" | 975.00 | 40.87 | N89°10'45"E | 40.87' |
| C2 | 2°24'35" | 1025.00 | 43.11' | N89°11'00"E | 43.10' |



| Line Table | | | | |
|------------|-------------|----------|--|--|
| Line # | Direction | Length | | |
| L1 | N0*17'58"E | 31.20' | | |
| L2 | S89*37'11"E | 215.03' | | |
| L3 | S89°36'43"E | 1451.02' | | |
| L4 | S017'58"W | 33.00' | | |
| L5 | N89°36'43"W | 1750.00' | | |

| Line Table | | | | |
|------------|----------------------|---------|--|--|
| Line # | Direction | Length | | |
| L6 | N017'58"E | 33.00' | | |
| L7 | S89*36'43"E | 791.81 | | |
| L8 | S89'37'28"E | 743.71 | | |
| L9 | S0'19'47"W | 33.00' | | |
| L10 | N89 : 37'28"W | 743.74' | | |
| L11 | N89*36'43"W | 791.77 | | |

LEGEND

SUBJECT LINE
SUB-SECTION LINE
SECTION LINE
DEED LINE
EXIST RIGHT OF WAY



SECTION MONUMENT
POINT OF BEGINING
POINT OF COMMENCEMENT
GILA & SALT RIVER MERIDIAN



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APN 400-62-039H

LEGAL DESCRIPTION PARCEL 1

THAT PORTION OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 27 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 89°36'43" EAST A DISTANCE OF 2641.77 FEET (BASIS OF BEARING);

THENCE ALONG THE WEST LINE OF SAID SECTION 27 NORTH 0077'58" EAST 31.20 FEET;

THENCE SOUTH 89°37'11" EAST 215.03 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 02°24'06" AND A CHORD THAT BEARS NORTH 89°10'45" EAST 40.87 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 40.87 FEET TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1025.00 FEET, A CENTRAL ANGLE OF 02°24'35" AND A CHORD THAT BEARS NORTH 89°11'00" EAST 43.10 FEET:

THENCE ALONG SAID CURVE A DISTANCE OF 43.11 FEET:

THENCE SOUTH 89°36'43" EAST 1451.02 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCKET 15825, PAGE 0329 RECORDS OF MARICOPA COUNTY:

THENCE ALONG SAID WEST LINE SOUTH 00°17'58" WEST 33.00 FEET TO THE SOUTH LINE OF SAID SECTION 27;

THENCE ALONG SAID SOUTH LINE NORTH 89°36'43" WEST 1750.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 57293 SQUARE FEET OR 1.315 ACRES, MORE OR LESS.

AND





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APN 400-62-039H

LEGAL DESCRIPTION PARCEL 2

THAT PORTION OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27 FROM WHICH THE SOUTHWEST CORNER BEARS NORTH 89°36'43" WEST A DISTANCE OF 2641.77 FEET (BASIS OF BEARING) AND THE SOUTHEAST CORNER OF SAID SECTION 27 BEARS SOUTH 89°37'28" EAST A DISTANCE OF 2641.78 FEET:

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27 NORTH 89°36'43" WEST 791.77 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCKET 15825, PAGE 0329 RECORDS OF MARICOPA COUNTY;

THENCE ALONG SAID EAST LINE NORTH 0017'58" EAST 33.00 FEET;

THENCE SOUTH 89°36'43" EAST 791.81 FEET TO THE NORTH—SOUTH CENTERLINE OF SAID SECTION 27;

THENCE CONTINUING SOUTH 89°37'28" EAST 743.71 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT 2013-0698661 RECORDS OF MARICOPA COUNTY;

THENCE ALONG SAID WEST LINE SOUTH 0049'47" WEST 33.00 FEET TO THE SOUTH LINE OF SAID SECTION 27;

THENCE ALONG SAID SOUTH LINE NORTH 89°37'28" WEST 743.74 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 27 TO THE POINT OF BEGINNING.

CONTAINS 50672 SQUARE FEET OR 1.163 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





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EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-62-039J)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |
| - |

IN WITNESS WHEREOF, this instrument is executed this ____ day of ______, 2018.

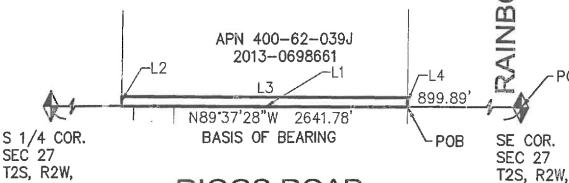
| GRANTOR: | |
|---|---|
| NNP III-EMR 4, LLC, a Delaware limited liability company | |
| By: | |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) <u>April</u> , 2018 by <u>William M. Olson</u> , as _ Delaware limited liability company. | was acknowledged before me this day of Senior Vice President of NNP III-EMR 4, LLC, a |
| LESLE L. SWEENEY Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 | Seele & Cureerer Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, ARIZ day of, 2018. | ZONA, an Arizona Municipal Corporation, the |
| By: | |
| Name: <u>Georgia Lord</u> | |
| Its: <u>Mayor</u> | |
| State of Arizona) | |
|)ss. County of Maricopa) | |
| The foregoing instrument (Special Warranty day of, 2018 by GOODYEAR, ARIZONA, an Arizona municipal co | Georgia Lord , as Mayor of the CITY OF |
| | Notary Public |



N.T.S.

POC

G&SRM



RIGGS ROAD

| Line Table | | | | |
|------------|-------------|--------|--|--|
| Line # | Direction | Length | | |
| L1 | N89'37'28"W | 998.15 | | |
| L2 | N019'47"E | 33.00' | | |
| L3 | S89*37'28"E | 998.15 | | |
| L4 | S019'47"W | 33.00' | | |

LEGEND

SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY



POB POC G&SRM SECTION MONUMENT

POINT OF BEGINING POINT OF COMMENCEMENT GILA & SALT RIVER MERIDIAN





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G&SRM

APN 400-62-039J

LEGAL DESCRIPTION

THAT PORTION OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 89"37"28" WEST A DISTANCE OF 2641.78 FEET (BASIS OF BEARING);

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27 NORTH 89'37'28" WEST 899.89 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT 2013-0698661 OF MARICOPA COUNTY AND TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°37'28" WEST 998.15 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 0019'47" EAST 33.00 FEET;

THENCE SOUTH 89'37'28" EAST 998.15 FEET TO THE EAST LINE OF SAID PARCEL;

THENCE ALONG SAID EAST LINE SOUTH 0019'47" WEST 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 32939 SQUARE FEET OR 0.756 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 FAX 480.768.8609 www.sunrise-eng.com

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-64-015C)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |

| IN WITNESS WHEREOF, this instrument is executed this | day of | , 2018 |
|--|----------------------|--------|
| Signatures, Acknowledgements and Exhibit | s on Following Pages | s |

| GRANTOR: NNP III-EMR 4, LLC, | |
|--|---|
| a Delaware limited liability company | |
| By: | |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) | was acknowledged before me this day of of NNP III-EMR 4, LLC, a |
| LESLE L. SWEENEY Notary Public - Arizona Martcopa County My Commission Expires November 13, 2021 | Sesle & Suscerey Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, ARIZ | ONA, an Arizona Municipal Corporation, the |
| Ву: | |
| Name: <u>Georgia Lord</u> | |
| ts: <u>Mayor</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty day of, 2018 by _GOODYEAR, ARIZONA, an Arizona municipal co | Georgia Lord , as <u>Mayor</u> of the CITY OF |
| | Notary Public |

EXHIBIT A APN 400-64-015C 400-64-015C 2013-0698661 L4--L2 L3/-L5 S89°37'43"E 2640.89 -POB SW COR. BASIS OF BEARING **SEC 26** S 1/4 COR. RIGGS ROAD T2S, R2W, SEC 26 **G&SRM POC** T2S, R2W, Line Table G&SRM Line # Length Direction S89'37'43"E L1 40.00 L2 N019'47"E 33.00 L3 S89'37'43"E 2600.88 L4 S018'46"W 33.00' **L5** N89'37'43"W 2600.89

LEGEND

SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY



SECTION MONUMENT

POB POC G&SRM POINT OF BEGINING POINT OF COMMENCEMENT GILA & SALT RIVER MERIDIAN



N.T.S.



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APN 400-64-015C

LEGAL DESCRIPTION

THAT PORTION OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 89'37'43" EAST A DISTANCE OF 2640.89 FEET; (BASIS OF BEARING)

THENCE ALONG THE SOUTH LINE OF SAID SECTION 26 SOUTH 89°37'43" EAST 40.00 FEET TO THE EAST LINE OF THE WEST 40.00 FEET OF SAID SECTION 26 AND TO THE POINT OF BEGINNING;

THENCE ALONG SAID EAST LINE NORTH 0019'47" EAST 33.00 FEET TO THE NORTH LINE OF THE SOUTH 33.00 FEET OF SAID SECTION 26;

THENCE ALONG SAID NORTH LINE SOUTH 89°37'43" EAST 2600.88 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE ALONG SAID EAST LINE SOUTH 00"18'46" WEST 33.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 26;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 26 NORTH 89'37'43" WEST 2600.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 85829 SQUARE FEET OR 1.970 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





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EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road - 400-66-019D)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |
| |

IN WITNESS WHEREOF, this instrument is executed this ____ day of ______, 2018.

| GRANTOR: | |
|---|---|
| NNP III-EMR 4, LLC, | |
| a Delaware limited liability company | |
| By: All (| |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) w. April, 2018 byWilliam M. Olson, asS Delaware limited liability company. | |
| LESLE L. SWEENEY Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 | Jesle & Suresay Totary Public |
| ACCEPTED by the CITY OF GOODYEAR, ARIZO | NA, an Arizona Municipal Corporation, the |
| day of, 2018. | |
| By: | |
| Name: <u>Georgia Lord</u> | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. County of Maricopa) | |
| The foregoing instrument (Special Warranty D day of, 2018 by GOODYEAR, ARIZONA, an Arizona municipal corp | |
| 5000 i Link, inklisorar, ali Arizolia iliulikipai corp | oration, on ochair or said corporation. |
| ${N}$ | otary Public |

APN 400-66-019D

LEGAL DESCRIPTION

THAT PORTION OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 89°42'47" EAST A DISTANCE OF 2638.99 FEET (BASIS OF BEARING);

THENCE ALONG THE WEST LINE OF SAID SECTION 29 NORTH 00°16'04" EAST 20.49 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00"16"04" EAST 32.00 FEET;

THENCE SOUTH 89°37'28" EAST 239.13 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 983.00 FEET, A CENTRAL ANGLE OF 09°20'15" AND A CHORD THAT BEARS NORTH 85°42'26" EAST 160.02 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 160.20 FEET TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 09°20'15" AND A CHORD THAT BEARS NORTH 85°42'26" EAST 165.56 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.74 FEET;

THENCE SOUTH 89°37'27" EAST 881.62 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 06°47'00" AND A CHORD THAT BEARS SOUTH 86°13'57" EAST 120.33 FEET:

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 120.40 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 983.00 FEET, A CENTRAL ANGLE OF 06°47'00" AND A CHORD THAT BEARS SOUTH 86°13'57" EAST 116.31 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 116.38 FEET;

THENCE SOUTH 89°37'27" EAST 957.50 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE ALONG SAID EAST LINE SOUTH 00"16"45" WEST 32.00 FEET:

THENCE NORTH 89°37'27" WEST 957.56 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1015.00 FEET, A CENTRAL ANGLE OF 06°47'00" AND A CHORD THAT BEARS NORTH 86°13'57" WEST 120.10 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 120.17 FEET TO A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, A CENTRAL ANGLE OF 06°47'00" AND A CHORD THAT BEARS NORTH 86"13'57" WEST 116.55 FEET;





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APN 400-66-019D

LEGAL DESCRIPTION (CONTINUED)

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 116.61 FEET;

THENCE NORTH 89'37'27" WEST 881.62 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, A CENTRAL ANGLE OF 09'20'15" AND A CHORD THAT BEARS SOUTH 85'42'26" WEST 160.35 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 160.52 FEET TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1015.00 FEET, A CENTRAL ANGLE OF 09°20'15" AND A CHORD THAT BEARS SOUTH 85°42'26" WEST 165.23 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.41 FEET;

THENCE NORTH 89'37'28" WEST 239.07 FEET TO THE POINT OF BEGINNING.

CONTAINS 84511 SQUARE FEET OR 1.940 ACRES, MORE OR LESS.

SEE ATTACHED "EXHIBIT A" BY REFERENCE MADE APART HERETO.





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EXHIBIT A APN 400-66-019D





APN 400-66-019D 2013-0698661

| Line Table | | | | |
|------------|-------------|---------|--|--|
| Line # | Direction | Length | | |
| L1 | N0'16'04"E | 20.49 | | |
| L2 | N0'16'04"E | 32.00' | | |
| L3 | S89*37'28"E | 239.13' | | |
| L4 | S89'37'27"E | 881.62 | | |
| L5 | S89'37'27"E | 957.50 | | |
| L6 | S016'45"W | 32.00' | | |
| L7 | N89*37'27"W | 957.56' | | |
| L8 | N89'37'27"W | 881.62' | | |
| L9 | N89*37'28"W | 239.07 | | |

SW COR. SEC 29 T2S, R1W, G&SRM POC

C2

L2-

BASIS OF BEARING

C6-

\$89°42'47"E

C3 C4

2638.991

RIGGS ROAD

S 1/4 COR. SEC 29 T2S, R1W, G&SRM

| Curve Table | | | | | |
|-------------|----------|---------|---------|---------------|------------|
| Curve | Delta | Radius | Length | Chord Bearing | Chord Dist |
| C1 | 9*20'15" | 983.00 | 160.20 | N85°42°26"E | 160,02' |
| C2 | 9°20'15" | 1017.00 | 165.74 | S85'42'26"W | 165.56 |
| C3 | 6*47'00" | 1017.00 | 120.40' | N86'13'57"W | 120.33' |
| C4 | 6'47'00" | 983.00 | 116.38 | S8613'57"E | 116.31 |
| C5 | 6'47'00" | 1015.00 | 120.17 | S86"13'57"E | 120.10' |
| C6 | 6'47'00" | 985.00 | 116.61' | N86'13'57"W | 116.55 |
| C7 | 9'20'15" | 985.00 | 160.52' | S85°42'26"W | 160.35' |
| C8 | 9*20'15" | 1015.00 | 165.41 | N85*42'26"E | 165.23' |

LEGEND

SUBJECT LINE
SUB-SECTION LINE
SECTION LINE
DEED LINE

EXIST RIGHT OF WAY SECTION MONUMENT



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EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-66-060B&C)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See <u>Exhibit "A"</u> attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |

| IN WITNESS WHEREOF, this instrument is executed this | s d | lay of | , 201 | 18 |
|--|-----|--------|-------|----|
|--|-----|--------|-------|----|

| GRANTOR: | |
|--|--|
| NNP III-EMR 4, LLC, | |
| a Delaware limited liability company | |
| By: | |
| Name: William M. Olson | |
| Its: <u>Senior Vice President</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| | ed) was acknowledged before me this |
| LESLE L. SWEENEY Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 | Besle L. Suserry Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, AR | IZONA, an Arizona Municipal Corporation, the |
| day of, 2018. | |
| By: | |
| Name: <u>Georgia Lord</u> | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| | nty Deed) was acknowledged before me this |
| day of, 2018 b | y <u>Georgia Lord</u> , as <u>Mayor</u> of the CITY OF corporation, on behalf of said corporation. |
| 5000 i ear, arizona, an arizona municipal | corporation, on ochair or said corporation. |
| | Notary Public |

Exhibits on Following Pages

APN 400-66-060B&C

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS SOUTH 89°42'47" EAST A DISTANCE OF 2638.99:

THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 NORTH 00"15'59" EAST 28.90 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 00'16'45" EAST 32.00 FEET;

THENCE SOUTH 89°47'05" EAST 2612.68 FEET;

THENCE NORTH 00'15'50" EAST 2575.81 FEET;

THENCE SOUTH 89"43'19" EAST 26.30 FEET TO THE EAST LINE OF SAID SECTION 29;

THENCE ALONG SAID EAST LINE SOUTH 00°15'50" WEST 2639.99 FEET TO THE SOUTH EAST CORNER OF SAID SECTION 29;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 29 SOUTH 89'42'47" EAST 26.26 FEET:

THENCE NORTH 0013'55" EAST 32.17 FEET;

THENCE NORTH 89'47'05" WEST 2612.70 FEET TO THE POINT OF BEGINNING.

CONTAINS 153052 SQUARE FEET OR 3.514 ACRES, MORE OR LESS.

SEE ATTACHED "EXHIBIT A" BY REFERENCE MADE APART HERETO.





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EXHIBIT A N.T.S. APN 400-66-060B&C E 1/4 COR. SEC 29 T2S, R1W, G&SRM APN 400-66-060D APN 400-66-060C 2013-0698661 2013-0698661 S89°43'19"E 26.30 2575.81 S. BULLARD AVE 2639.9 N015'50" S015'50" APN 4 APN 400-66-060B 2013-0698661 S 1/4 COR. U:\Coodyeer\05593 Riggs\DWG\Legds\New folder\APN 430-66-0508&C-REV.dwg Feb 16, SE COR. SEC 29 N0°16'45"E SEC 29 T2S, R1W, 32.00' T2S, R1W, G&SRM G&SRM POB S89°47'05"E 2612.68 S89°42'47"E 2638,99 N0°13'55"E BASIS OF BEARING 32.17 N0°15'59"E RIGGS ROAD LAND S89'42'47"E 28.90' N89°47'05"W 26.26 2612.70' TONY # **ELLEY LEGEND** Pires 3/31 SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY 2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 FAX 480.768.8609 • SECTION MONUMENT

www.sunrise-eng.com

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-66-061A&B)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth, against every person lawfully claiming or to claim the same, through, or under Grantee, but not otherwise.

| IN WITNESS WHEREOF, th | is instrument is executed this | day of _ | , 2018 |
|------------------------|--------------------------------|----------|--------|
|------------------------|--------------------------------|----------|--------|

| GRANTOR: | |
|---|--|
| NNP III-EMR 4, LLC, | |
| a Delaware limited liability company | |
| By: Alle Ch | |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) <u>April</u> , 2018 by <u>William M. Olson</u> , as _ Delaware limited liability company. | was acknowledged before me this 16th day of Senior Vice President of NNP III-EMR 4, LLC, a |
| Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 | Notary Public Surgery |
| ACCEPTED by the CITY OF GOODYEAR, ARIZ day of, 2018. | CONA, an Arizona Municipal Corporation, the |
| Ву: | |
| Name: <u>Georgia Lord</u> | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. County of Maricopa) | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty | Deed) was acknowledged before me this <u>Georgia Lord</u> , as <u>Mayor</u> of the CITY OF |
| GOODYEAR, ARIZONA, an Arizona municipal co | orporation, on behalf of said corporation. |
| | |
| | Notary Public |

EXHIBIT

APN 400-66-061A&B



RIGGS ROAD L3

INE COR. SEC 32 T2S, R1W, G&SRM POB

APN 400-67-023E

Line Table Line # Length Direction L1 N89°42'57"W 60.96 L2 N013'55"E 11.21

S89'42'47"E

APN 400-66-061B 2013-0698661

APN 400-66-061A 2013-0698661

NO"24"34"E

850.201

,28°E

APN 400-67-023F 2014-0286973

E 1/4 COR. SEC 32 T2S, R1W, G&SRM

| Curve Table | | | | | |
|-------------|----------|---------|--------|---------------|------------|
| Curve | Delta | Radius | Length | Chord Bearing | Chord Dist |
| C1 | 1°14'04" | 1025.00 | 22.09' | N0*50'57"E | 22.08' |

37.26

LEGEND

SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY SECTION MONUMENT





2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.suarise-eng.com

U YGOATYERY QUOCHRIGGS VANG LEGYS YAPN 400-66-0514&6.449 CC1 07, 2018 11 12om

L3

APN 400-66-061A&B

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 32:

THENCE ALONG THE EAST LINE OF SAID SECTION 32 SOUTH 00"14'19" WEST 2640.75 FEET (BASIS OF BEARING) TO THE EAST QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 NORTH 89°42'57" WEST 60.96 FEET;

THENCE NORTH 0013'55" EAST 11.21 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1025.00 FEET, A CENTRAL ANGLE OF 0114'04" AND A CHORD THAT BEARS NORTH 00'50'57" EAST 22.08 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 22.09 FEET;

THENCE NORTH 01'27'59" EAST 850.20 FEET:

THENCE NORTH 00°24'34" EAST 1757.45 FEET TO THE NORTH LINE OF SAID SECTION 32;

THENCE ALONG SAID NORTH LINE SOUTH 89°42'47" EAST 37.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 116006 SQUARE FEET OR 2.663 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 FAX 480.768.8609 WWW.sunrise-eng.com

U. Volciadyean VOOCOORigas VONCVI agais VIPM 400-66-001 A&B. dag. Dat. 97, 2016. 11:13am telley

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-66-062)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant a Grantor herein and none other, subject to the matters above se claiming or to claim the same, through, or under Grantee, but | et forth, against eve | |
|--|-----------------------|---------|
| IN WITNESS WHEREOF, this instrument is executed this | day of | , 2018. |

| GRANTOR: | |
|--|------------------------------------|
| NNP III-EMR 4, LLC, | |
| a Delaware limited liability company | |
| By: Alle | |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) was ack <u>April</u> , 2018 by <u>William M. Olson</u> , as <u>Senior</u> Delaware limited liability company. | |
| LESLE L. SWEENEY Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 Notary | Public L. Sureerey |
| ACCEPTED by the CITY OF GOODYEAR, ARIZONA, and day of, 2018. | Arizona Municipal Corporation, the |
| By: | |
| Name: <u>Georgia Lord</u> | |
| ts: <u>Mayor</u> | |
| State of Arizona) | |
|)ss. County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) v | |
| day of, 2018 by <u>Georg</u> GOODYEAR, ARIZONA, an Arizona municipal corporation | n, on behalf of said corporation. |
| | |
| Notary | Public |

EXHIBIT A APN 400-66-062



| | Line Table | |
|--------|-------------------------------|--------|
| Line # | Direction | Length |
| L1 | N89 * 42 ' 49"W | 60.91 |
| L2 | S89'42'57"E | 60.96 |

) E 1/4 COR. SEC 32 T2S, R1W, G&SRM

APN 400 -66-062 2013-0698661 N0*13'55"E 2640.71 S0*13'59"W 2640.71 BASIS OF BEARING

HUNT HWY. ALING



SE COR. SEC 32 T2S, R1W, G&SRM POB

LEGEND

SUBJECT LINE
SUB-SECTION LINE
SECTION LINE
DEED LINE
EXIST RIGHT OF WAY

L1.



SECTION MONUMENT



2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 - FAX 480.768.8609 www.sunrise-eng.com

U \Goedyear\0000000iggs\JBO\Legals\4AN 400-66-.062 dvg cct 07, 2016 11:13an telley

APN 400-66-062

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 32 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 32 BEARS NORTH 0'13'59" EAST A DISTANCE OF 2640.71 FEET(BASIS OF BEARING);

THENCE ALONG THE SOUTH LINE OF SAID SECTION 32 NORTH 89'42'49" WEST 60.91 FEET;

THENCE NORTH 0043'55" EAST 2640.71 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32;

THENCE ALONG SAID NORTH LINE SOUTH 89°42'57" EAST 60.96 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG THE EAST LINE OF SAID SECTION 32 SOUTH 00'13'59" WEST 2640.71 FEET (BASIS OF BEARING) TO THE POINT OF BEGINNING.

CONTAINS 160910 SQUARE FEET OR 3.694 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.xurise-eng.com

U. \Sandyear\UUINCRigge\DPEC\Lagus\APR 400-66-062 dwg Oct 07, 2016 11:13em telley

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-66-074)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |

| IN WITNESS WHEREOF, this instrument is executed this | _day of | , 2018 |
|--|---------|--------|
|--|---------|--------|

Signatures, Acknowledgements and Exhibits on Following Pages

| GRANTOR: | |
|---|---|
| NNP III-EMR 4, LLC, a Delaware limited liability company | |
| Ву: | |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. County of Maricopa) | |
| The foregoing instrument (Special Warranty De | eed) was acknowledged before me this day of as Senior Vice President of NNP III-EMR 4, LLC, a |
| Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 | Notary Public Success |
| ACCEPTED by the CITY OF GOODYEAR, A day of, 2018. | RIZONA, an Arizona Municipal Corporation, the |
| Ву: | |
| Name: <u>Georgia Lord</u> | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. County of Maricopa) | |
| | anty Deed) was acknowledged before me this by <u>Georgia Lord</u> , as <u>Mayor</u> of the CITY OF al corporation, on behalf of said corporation. |
| | Notary Public |

EXHIBIT A

APN 400-66-074



APN 400-66-074 2013-0698661



SEC 30 T2S, R1W, G&SRM

POB.

S 1/4 COR. BASIS OF BEARING SEC 30T2S, R1W, G&SRM

SEC 30 T2S, R1W, G&SRM POC

| | Line Table | | | | |
|--------|-------------|---------|--|--|--|
| Line # | Direction | Length | | | |
| L1 | N0"15"54"E | 38,36 | | | |
| L2 | N88°21'24"W | 608.49 | | | |
| L3 | N89'56'43"W | 508.60' | | | |
| L4 | S87'07'43"W | 370.17 | | | |
| 1.5 | S87'07'43"W | 174.04 | | | |
| L6 | N89'45'14°W | 703.13' | | | |

| Line Table | | | | |
|------------|-------------|--------|--|--|
| Line # | Direction | Length | | |
| L7 | N0'15'22"E | 29,50 | | |
| L8 | S89"31'29"E | 411.50 | | |
| 1.9 | NS7'07'43"E | 974.74 | | |
| Li0 | S89°56'43°E | 508.60 | | |
| L11 | S88°21'24"E | 607.72 | | |
| L12 | S015'54"W | 32.01 | | |

| Mark Appear | Curve Table | | | | | |
|--|-------------|----------|---------|--------|---------------|------------|
| STREET, SAMMANDO | Curve | Delto | Rodius | Length | Chord Bearing | Chord Dist |
| | C1 | 1'35'19" | 985.00 | 27.31 | N89'09'04"W | 27.31' |
| | C2 | 2*55'34" | 985.00 | 50.30 | S88'35'30"W | 50.30' |
| | С3 | 5'46'32" | 985.00 | 99.29 | S84'14'27"W | 99.25' |
| | C4 | 5*46'32" | 985.00 | 99.29' | S84"14'27"W | 99.25' |
| The same of the sa | C5 | 3'20'48" | 983.00 | 57.42' | N88'48'07"E | 57.41' |
| - | C6 | 2'55'34" | 1017.00 | 51.94' | N88'35'30"E | 51.93' |
| | C7 | 1*35'19" | 1017.00 | 28.20' | S89'09'04"E | 28.20' |

| LEGEND | | PHD IO | ~~~ | 4 83 | 2200 | | |
|--|----------------------------|--------|--------------------------|------|------|----|----|
| THE ROLL SHALL SHA | 柳秋 第二十字 | * | SUBJE SUB- SECTION | SECT | 101 | U | NE |
| , For Surveyor 7 March 12 | attache qualifier dispense | • | DEED EXIST SECTIO | LINE | IT | OF | |





2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 • FAX 480.768.8609 www.sunrise-eng.com

U. Konodysan (COSSS Riggs (DWC), Legais (New Rober JAPN 400-88-0074-PELLAng Dec 19, 2017 10.40cm telley

APN 400-66-074

LEGAL DESCRIPTION

THAT PORTION OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTCORNER OF SAID SECTION 30 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 30 BEARS NORTH 89'45'19" WEST 2639.84 FEET (BASIS OF BEARING):

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30 THENCE NORTH 89'45'19" WEST 1319.92 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30

THENCE ALONG THE WEST LINE OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30 NORTH 00'15'54" EAST 38.36 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88'21'24" WEST 608.49 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, A CENTRAL ANGLE OF 01'35'19" AND A CHORD THAT BEARS NORTH 89'09'04" WEST 27.31 FEET:

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.31 FEET;

THENCE NORTH 89'56'43" WEST 508.60 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, A CENTRAL ANGLE OF 02'55'34" AND A CHORD THAT BEARS SOUTH 88'35'30" WEST 50.30 FEET:

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.30 FEET;

THENCE SOUTH 87'07'43" WEST 370.17 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 985.00 FEET, A CENTRAL ANGLE OF 05'46'32" AND A CHORD THAT BEARS SOUTH 84'14'27" WEST 99,25 FEET:

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 89.29 FEET TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 985.00 FEET, A CENTRAL ANGLE OF 05'46'32" AND A CHORD THAT BEARS SOUTH 84'14'27" WEST 99.25 FEET:

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 99,29 FEET;

THENCE SOUTH 8707'43" WEST 174,04 FEET:

THENCE NORTH 89'45'14" WEST 703.13 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE ALONG SAID WEST LINE NORTH 0075'22" EAST 29.50 FEET:

THENCE SOUTH 80'31'29" EAST 411.50 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 983.00 FEET, A CENTRAL ANGLE OF 03'20'48" AND A CHORD THAT BEARS NORTH 88'48'07" EAST 57.41 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.42 FEET;





2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 • FAX 480.768.8609 www.sunfige-cug.com

Condyca/(05693 Riggs/DWS)Legalother MACIE/APH 400-68-0074-REV Ame has in 2012 and

APN 400-66-074

LEGAL DESCRIPTION (CONTINUED)

THENCE NORTH 87'07'43" EAST 974.74 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 02'55'34" AND A CHORD THAT BEARS NORTH 88'35'30" EAST 51.93 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.94 FEET;

THENCE SOUTH 89'56'43" EAST 508.60 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1017.00 FEET, A CENTRAL ANGLE OF 01'35'19" AND A CHORD THAT BEARS SOUTH 89'09'04" EAST 28.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.20 FEET;

THENCE SOUTH 88'21'24" EAST 607.72 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 00'15'54" WEST 32.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 86474 SQUARE FEET OR 1.985 ACRES, MORE OR LESS.

SEE ATTACHED "EXHIBIT A" BY REFERENCE MADE APART HERETO.





2152 SOUTH VINEYARD, SUTTE 123 MESA, ARIZONA 85210 TEL 480.768.8600 • FAX 450.768.8609 www.sunrise-eng.com

U. Scoodynar (OUSS) Riggs (DBC) Legals (New Teles VAPM 400-68-0074-REV. deg Dec 19, 2017 10:40om teles

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-67-027A)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paying improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of |
|--|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully |
| claiming or to claim the same, through, or under Grantee, but not otherwise. |

| IN WITNESS WHEREOF, this instrument is executed this day of | , 2018 |
|--|--------|
| Signatures, Acknowledgements and Exhibits on Following Pages | |

| GRANTOR: NNP III-EMR 4, LLC, | |
|--|---|
| a Delaware limited liability company | |
| By: | |
| Name:William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty Deed) <u>April</u> , 2018 by <u>William M. Olson</u> , as <u></u> Delaware limited liability company. | was acknowledged before me this day of senior Vice President of NNP III-EMR 4, LLC, a |
| Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 | Sole & Sweeney Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, ARIZ day of, 2018. | ONA, an Arizona Municipal Corporation, the |
| By: | |
| Name: Georgia Lord | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warranty day of, 2018 by | Georgia Lord , as Mayor of the CITY OF |
| GOODYEAR, ARIZONA, an Arizona municipal co | orporation, on behalf of said corporation. |
| | Notary Public |

EXHIBIT A APN 400-67-027A



W 1/4 COR. SEC 28 T2S, R1W, G&SRM

> 2639.99 BEARING JLLAR BASIS OF NO°15'50"E S013'55"W APN 400

| Line Table | | | | |
|------------|-------------|--------|--|--|
| Line # | Direction | Length | | |
| L1 | S89°43'16"E | 11.26' | | |
| L2 | N89'43'41"W | 12.74 | | |

-L2

RIGGS ROAD

SW COR. SEC 28 T2S, R1W, G&SRM POB



LEGEND

SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY



SECTION MONUMENT



2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 · FAX 480.768.8609 www.sunrise-eng.com

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APN 400-67-027A

LEGAL DESCRIPTION

THAT PORTION THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28:

THENCE ALONG THE WEST LINE OF SAID SECTION 28 NORTH 00"15'50" EAST 2639.99 FEET (BASIS OF BEARING) TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE ALONG SAID NORTH LINE SOUTH 89°43'16" EAST 11.26 FEET:

THENCE SOUTH 00'13'55" WEST 2639.99 FEET TO THE SOUTH LINE OF SAID SECTION 28;

THENCE ALONG SAID SOUTH LINE NORTH 89°43'41" WEST 12.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 31669 SQUARE FEET OR 0.727 ACRES. MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





2152 SOUTH VINEYARD, SUITE 123 MESA, ARIZONA 85210 TEL 480.768.8600 FAX 480.768.8609 www.sunrise-eng.com

U: \Goodyear\000000Riggs\QWG\Legals\AFW 400-67-027A.dwg Nov 18, 2016 12.07pm telley

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-69-019)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant Grantor herein and none other, subject to the matters above se claiming or to claim the same, through, or under Grantee, but | et forth, against eve | . • |
|--|-----------------------|---------|
| IN WITNESS WHEREOF, this instrument is executed this | day of | , 2018, |

Signatures, Acknowledgements and Exhibits on Following Pages

| GRANTOR: | |
|--|---|
| NNP III-EMR 4, LLC, a Delaware limited liability company | |
| By: | |
| Name: William M. Olson | |
| Its: Senior Vice President | |
| State of Arizona))ss. County of Maricopa) | |
| The foregoing instrument (Special Warranty De April , 2018 by William M. Olson , Delaware limited liability company. LESLE L. SWEENEY Notery Public - Arizone Maricopa County My Commission Expires November 13, 2021 | day of as Senior Vice President of NNP III-EMR 4, LLC, a Senior Vice President of NNP III-EMR 4, LLC, a Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, A day of, 2018. | RIZONA, an Arizona Municipal Corporation, the |
| By: | |
| Name: Georgia Lord | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| | anty Deed) was acknowledged before me this by <u>Georgia Lord</u> , as <u>Mayor</u> of the CITY OF al corporation, on behalf of said corporation. |
| | Notary Public |

N.T.S.

EXHIBIT A APN 400-69-019

HUNT HWY

COR. NE SEC 5 T35, R1W, G&SRM POB

APN 400-69-019 2013-0698661

2214.86 NO"15"55"E

13-

2640.30' BEARING S0*15'40"W BASIS OF

APN 400-68-012 2013-0698661

C2

2 C1

E 1/4 COR. SEC 5 T3S, R1W, G&SRM

| Line Table | | | | |
|------------|-------------|---------|--|--|
| Line # | Length | | | |
| L1 | N89*43'44"W | 34.60' | | |
| L2 | N0'15'55"E | 100.96' | | |
| L3 | S89°42'49"E | 60.91 | | |



| Curve Table | | | | | |
|---|----------|------------|---------|------------|---------|
| Curve Delta Radius Length Chord Bearing C | | Chord Dist | | | |
| C1 | 9°20′15″ | 975.00 | 158.89' | N4"24'12"W | 158.72' |
| C2 | 9'20'15" | 1025.00 | 167.04 | N4'24'12"W | 166.86' |

LEGEND

SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY



SECTION MONUMENT



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LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE EAST LINE OF SAID SECTION 5 SOUTH 00"15'40" WEST 2640.30 FEET (BASIS OF BEARING) TO THE EAST QUARTER CORNER OF SAID SECTION 5;

THENCE NORTH 89°43'44" WEST 34.60 FEET;

THENCE NORTH 00°15'55" EAST 100.96 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 09°20'15" AND A CHORD THAT BEARS NORTH 04°24'12" WEST 158.72 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 158.89 FEET TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1025.00 FEET, A CENTRAL ANGLE OF 09°20'15" AND A CHORD THAT BEARS NORTH 04°24'12" WEST 166.86 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 167.04 FEET;

THENCE NORTH 0015'55" EAST 2214.86 FEET TO THE NORTH LINE OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE SOUTH 89°42'49" EAST 60.91 FEET TO THE POINT OF BEGINNING.

CONTAINS 154132 SQUARE FEET OR 3.538 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





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EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED (Riggs Road – 400-68-012)

KNOW ALL MEN BY THESE PRESENTS:

FOR THE CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, NNP III-EMR 4, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell, and convey to CITY OF GOODYEAR, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Riggs Road Property"):

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, and any matters discoverable by a survey or visual inspection of the Riggs Road Property.

AND SUBJECT TO the following terms and conditions: Grantor shall have no liability or responsibility for designing or constructing or paying for or reimbursing Grantee for the costs of designing or constructing any temporary improvements within the Riggs Road Property. Grantor and Grantee agree that Grantee's acceptance of the Riggs Road Property and Grantee's possible construction of temporary paving improvements, does not relieve Grantee and/or its successors and assigns from its responsibility under any law, rule, regulation, standard and/or agreement to construct, within the Riggs Road Property and at Grantee's sole cost, permanent road improvements and utility improvements (which may include, without limitation, water and sewer improvements) that meet all applicable design and engineering standards when any portion of the property adjacent to the Riggs Road Property is developed. Grantee hereby agrees to indemnify, defend, assume all liability for and hold harmless Grantor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, violations of law, damages to property, or injuries to persons caused by or alleged to have been caused by Grantee, its officers, employees, agents, contractors or subcontractors in connection with any activities of any such parties on the Riggs Road Property.

| And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts | |
|---|---|
| Grantor herein and none other, subject to the matters above set forth, against every person lawfully | 7 |
| claiming or to claim the same, through, or under Grantee, but not otherwise. | |

| IN WITNESS WHEREOF, this instrument is executed this | lay of | , 2018. |
|--|--------|---------|
|--|--------|---------|

Signatures, Acknowledgements and Exhibits on Following Pages

| GRANTOR: | |
|--|---|
| NNP III-EMR 4, LLC, | |
| a Delaware limited liability company | |
| Ву: | |
| Name: William M. Olson | |
| Its: <u>Senior Vice President</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| | ed) was acknowledged before me this day of as Senior Vice President of NNP III-EMR 4, LLC, a |
| LESLE L. SWEENEY Notary Public - Arizona Maricopa County My Commission Expires November 13, 2021 | Lesly & Surceasy Notary Public |
| ACCEPTED by the CITY OF GOODYEAR, Alday of, 2018. | RIZONA, an Arizona Municipal Corporation, the |
| By: | |
| Name: Georgia Lord | |
| Its: <u>Mayor</u> | |
| State of Arizona))ss. | |
| County of Maricopa) | |
| The foregoing instrument (Special Warra | nty Deed) was acknowledged before me this |
| day of, 2018 l GOODYEAR, ARIZONA, an Arizona municipa | by <u>Georgia Lord</u> , as <u>Mayor</u> of the CITY OF corporation, on behalf of said corporation. |
| , | , , |
| | Notary Public |



Line #

EXHIBIT A APN 400-68-012

> SEC 4 T3S, R1W, G&SRM JLLARD RO BASIS OF BEARING NO'15'40"E 2640.30'

NW COR.

1

PN 400-68-012 2013-0698661 -L3

W 1/4 COR. SEC 4 T3S, R1W, G&SRM POB

| ı | | | <u> </u> |
|---|---------------|-------------|----------|
| | L1 N0°15'40"E | | 278.93' |
| - | L2 | S015'55"W | 100.97 |
| THE REAL PROPERTY AND ADDRESS OF THE PERSONS ASSESSMENT | L 3 | N89*43'01"W | 15.40' |
| | | | Curve |

Line Table

Direction

| Curve Table | | | | | |
|-------------|----------|---------|--------|---------------|------------|
| Curve | Delta | Radius | Length | Chord Bearing | Chord Dist |
| C1 | 9*38'06" | 1063.51 | 178.84 | S4"41'16"E | 178.63 |

Length

LEGEND

SUBJECT LINE SUB-SECTION LINE SECTION LINE DEED LINE EXIST RIGHT OF WAY



SECTION MONUMENT





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APN 400-68-012

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH WEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT WEST QUARTER CORNER OF SAID SECTION 4 FROM WHICH THE NORTHWEST QUARTER CORNER BEARS NORTH 0"15"40" EAST A DISTANCE OF 2640.30 FEET (BASIS OF BEARING);

THENCE ALONG THE WEST LINE OF SAID SECTION 4 NORTH 00°15'40" EAST 278.93 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1063.51 FEET AND A CHORD THAT BEARS SOUTH 04'41'16" EAST 178.63 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 178.84 FEET;

THENCE SOUTH 00°15'55" WEST 100.97 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID NORTH LINE NORTH 89°43'01" WEST 15.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 3374 SQUARE FEET OR 0.077 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.





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