

RESOLUTION NO. 2020-2058

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF A TEMPORARY CONSTRUCTION AND ACCESS EASEMENT SUBJECT TO CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT UPON SATISFACTION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harmony @ Goodyear II, LLC, an Arizona limited liability company (“Harmony”) owns that certain property located at the northeast of Indian School Road and Falcon Drive more particularly described as Tract W, PALM VALLEY PHASE V PARCELS 1-4, as depicted on the Final Plat thereof, recorded in the official records of Maricopa County, Arizona on November 30, 2004, Book 715 of Maps, Page 46, as instrument number 2004-1396283 (the “Property”); and

WHEREAS, the City of Goodyear, an Arizona municipal corporation (“City”) owns that certain property located at the corner of the Indian School Road and Falcon Drive more particularly described as Tract AA, PALM VALLEY PHASE V PARCELS 1-4, as depicted on the Final Plat thereof, recorded in the official records of Maricopa County, Arizona on November 30, 2004, Book 715 of Maps, Page 46, as instrument number 2004-1396283 (the “Indian School Drainage Channel”); and

WHEREAS, the development of the Aviva Property requires the construction of a storm drain line connection and headwall, (“Improvements”) per the Improvement Plans for Aviva Goodyear, prepared by KSE Design Group, Job No. 18-023-110 (HTE # 19-1546) (“the Improvement Plans”) to be approved by the City Engineer or his designee, for the conveyance of storm water from the Aviva Property to the Indian School Drainage Channel. The construction of Improvements requires access to the area within the Indian School Drainage Channel more particularly described and depicted on Exhibit “A” to Exhibit 1 attached hereto and incorporated herein by this reference (the “TCE Area”); and

WHEREAS, the Aviva Property will be developed by Aviva Goodyear, LLC, a Delaware limited liability company (“Aviva”) prior to its obtaining ownership of the Property and Aviva requires the assurance, that it will be able to obtain the Temporary Construction and Access Easement needed to construct the Improvements; and

WHEREAS, the City has agreed that upon the final approval of the of the Improvement Plans and upon the City Attorney or his designee receiving satisfactory documentation that Aviva has completed the acquisition of the Property, the City will execute the Temporary Construction and Access Easement in the form attached hereto as Exhibit “1”.

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

SECTION 1. The Mayor and Council hereby approve and authorize the execution of a Temporary Construction and Access Easement in the form attached hereto as Exhibit “1” upon satisfaction of both of the following conditions:

- The City Engineer or his designee has approved the Improvement Plans for Aviva Goodyear, prepared by KSE Design Group, Job No. 18-023-110 (HTE # 19-1546).
- The City Attorney or his designee has received satisfactory documentation, such as a title report, showing that Aviva Goodyear, LLC, a Delaware limited liability company owns the Property.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute a Temporary Construction and Access Easement in the form attached hereto as Exhibit 1 upon the satisfaction of the conditions described in Section 1 of this Resolution.

SECTION 3. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2020-2058 is a true, correct and accurate copy of Resolution No. 2020-2058, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____, 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20____.

seal

City Clerk

EXHIBIT "1"

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

GRANTOR:

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

GRANTEE:

**AVIVA GOODYEAR, LLC, a Delaware
limited liability company**

In consideration of the mutual covenants set forth herein, the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, ("GRANTOR") does hereby grant and convey to **AVIVA GOODYEAR, LLC, a Delaware limited liability company** ("GRANTEE") a Temporary Construction and Access Easement ("TCE") in, upon, over, under and across that certain real property situated in Maricopa County, Arizona, and more particularly described as follows:

EXHIBIT "A" attached hereto (the "TCE Area")

GRANTOR grants to GRANTEE the right to construct, maintain, inspect, modify, repair, remove, and/or replace the storm drain line connection and headwall ("Improvements") that are to be constructed within the TCE Area as per the Improvement Plans for Aviva Goodyear, prepared by KSE Design Group, Job No. 18-023-110 (HTE # 19-1546) approved by the City Engineer or her designee on _____ ("GRANTEE'S Construction Project") and to use the TCE Area for all purposes incidental to GRANTEE'S Construction Project. TCE Area shall be restored by GRANTEE to an "as good as" condition as existed prior to construction.

GRANTEE shall be responsible for the maintenance, inspection, modification, repair, removal and/or replacement the Improvements constructed as part of the GRANTEE'S Construction Project, until such time as GRANTOR accepts the Improvements, in writing, following the expiration of the applicable warranty period ("Acceptance"). Upon Acceptance of the Improvements following the expiration of the warranty period, GRANTOR shall be responsible for the maintenance, inspection, modification, repair, removal and/or replacement of the Improvements constructed by GRANTEE.

GRANTEE shall keep the TCE Area free and clear of construction, mechanics', materialmans' or other liens or encumbrances of any kind related to or arising from GRANTEE'S exercise of its rights under this TCE. The provisions in this paragraph shall survive the expiration or earlier termination of this TCE.

To the extent allowed by law, GRANTEE shall defend, indemnify, release, and hold harmless GRANTOR, and its directors, officers, employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising out of or alleged to have arisen from acts or omissions of GRANTEE, acts or omissions of GRANTEE'S agents, representative and employees,

and/or acts or omissions of all contractors and subcontractors and their respective employees, agents and representatives working on GRANTEE'S Construction Project that are related to: (a) the use or occupancy of the TCE Area,, including, but not limited to, claims by third parties who are invited or permitted onto the TCE Area, either expressly or impliedly; (b) the exercise of rights granted under this TCE; and/or (c) the failure to comply with or fulfill its obligations established by this TCE or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by GRANTOR in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. GRANTEE'S obligation pursuant to this paragraph shall not extend to liability attributable to the gross negligence or willful action of GRANTOR, its directors, officers, employees, agents, successors or assigns. This provisions of this paragraph shall survive the expiration or earlier termination of this TCE.

GRANTEE shall, during the entire term this TCE is in effect, maintain and keep in full force and effect commercial general liability insurance with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence with an aggregate limit of no less than \$2,000,000 insuring against all liability that arises out of any of the matters covered by this TCE, which includes, but is not limited to: the use of the TCE Area and the installation and construction of the improvements being constructed within the TCE Area pursuant to this TCE. Such insurance policy shall name the City of Goodyear, an Arizona municipal corporation, as an additional insured and provide that notice shall be given to the City no less than thirty (30) days prior to cancellation of such policy. GRANTEE shall also require all contractors and subcontractors to carry that same insurance coverage GRANTEE is required to carry and to comply with the same requirements regarding such coverage (i.e. the City being named as an additional insured with at least thirty (30) days' notice of cancellation). GRANTEE shall provide the City with certificates evidencing such insurance coverage prior to entry onto the TCE Area. Further, GRANTEE shall not assign or delegate any of its rights hereunder or permit any contractor, subcontractor or materialman to enter upon the TCE Area for any purpose unless such person or entity is duly licensed, bonded and insured to the extent set forth herein. GRANTEE shall maintain evidence of compliance with this provision and shall provide such evidence to the GRANTOR upon written requests.

This TCE is personal to GRANTEE and may not be assigned without the written consent of the City of Goodyear.

This TCE shall automatically terminate without further action required on the part of the City as follows. Unless GRANTEE has pulled a permit and has commenced work on GRANTEE'S Construction Project by September 1, 2020, this TCE shall terminate on September 1, 2020. If GRANTEE has pulled a permit and has commenced work on GRANTEE'S Construction Project by September 1, 2020, this TCE shall terminate upon the end of the two-year warranty period, which is two years after the acceptance letter is issued by the City Engineer or his/her designee. Following the termination of this TCE as provided herein, and if requested by the City, GRANTEE shall execute any documents prepared by the City that will clear the title to the TCE Area.

IN WITNESS WHEREOF, GRANTOR (the City of Goodyear) has caused this Temporary Construction and Access Easement to be signed by its duly authorized representative as of the date set forth below.

GRANTOR:

CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation

By: _____

Its: _____

Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Temporary Construction and Access Easement) was acknowledged before me this ____ day of _____, 2020 by Julie Arendall, City Manager of the City of Goodyear, an Arizona municipal corporation, and that he being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of the City of Goodyear, an Arizona municipal corporation.

Notary Public

IN WITNESS WHEREOF, GRANTEE, **AVIVA GOODYEAR, LLC, a Delaware limited liability company**, has caused this Temporary Construction and Access Easement to be signed by its duly authorized representative as of the date set forth below.

GRANTEE:

AVIVA GOODYEAR, LLC, a Delaware limited liability company

By: HTG Aviva Goodyear Manager, LLC,
a Florida limited liability company
its Manager

By: _____
Matthew Rieger, Manager

Date: _____

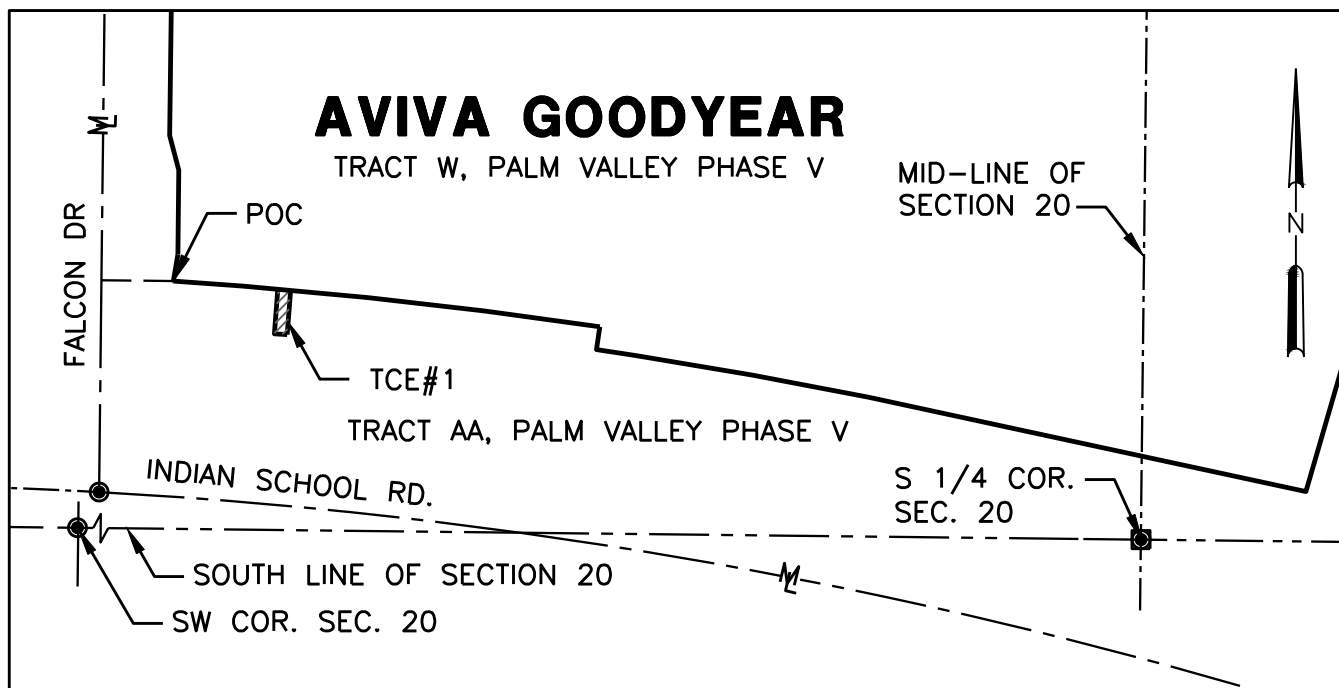
State of Florida)
)ss
County of Miami-Dade)

The foregoing instrument (Temporary Construction and Access Easement) was acknowledged before me this _____ day of _____, 2020 by _____ as, Manager of Manager of **AVIVA GOODYEAR, LLC, a Delaware limited liability company** and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

Notary Public

Exhibits on following page

EXHIBIT “A”
TCE AREAS



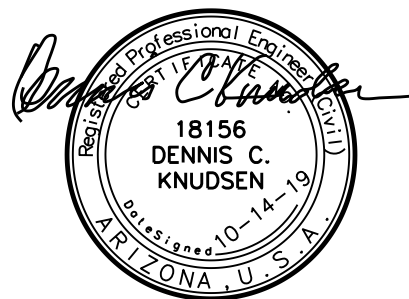
VICINITY MAP
N.T.S.

ENGINEERING

KSE DESIGN GROUP, PLC.
2525 W. GREENWAY ROAD,
SUITE 306
PHOENIX, AZ 85023
PH: (602)347-7007
CONTACT: CRAIG SMITH

DEVELOPER **/OWNER**

AVIVA GOODYEAR, LLC
3225 AVIATION AVENUE
SUITE 602
COCONUT GROVE, FL 33133
PH: (786)347-4554
CONTACT: MAURICIO TERAN



TEMP. CONSTRUCTION ESMT. #1

AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO.
18-023-110

DESIGNED
CLS

DRAWN
LAS/TDB

CHECKED
DCK

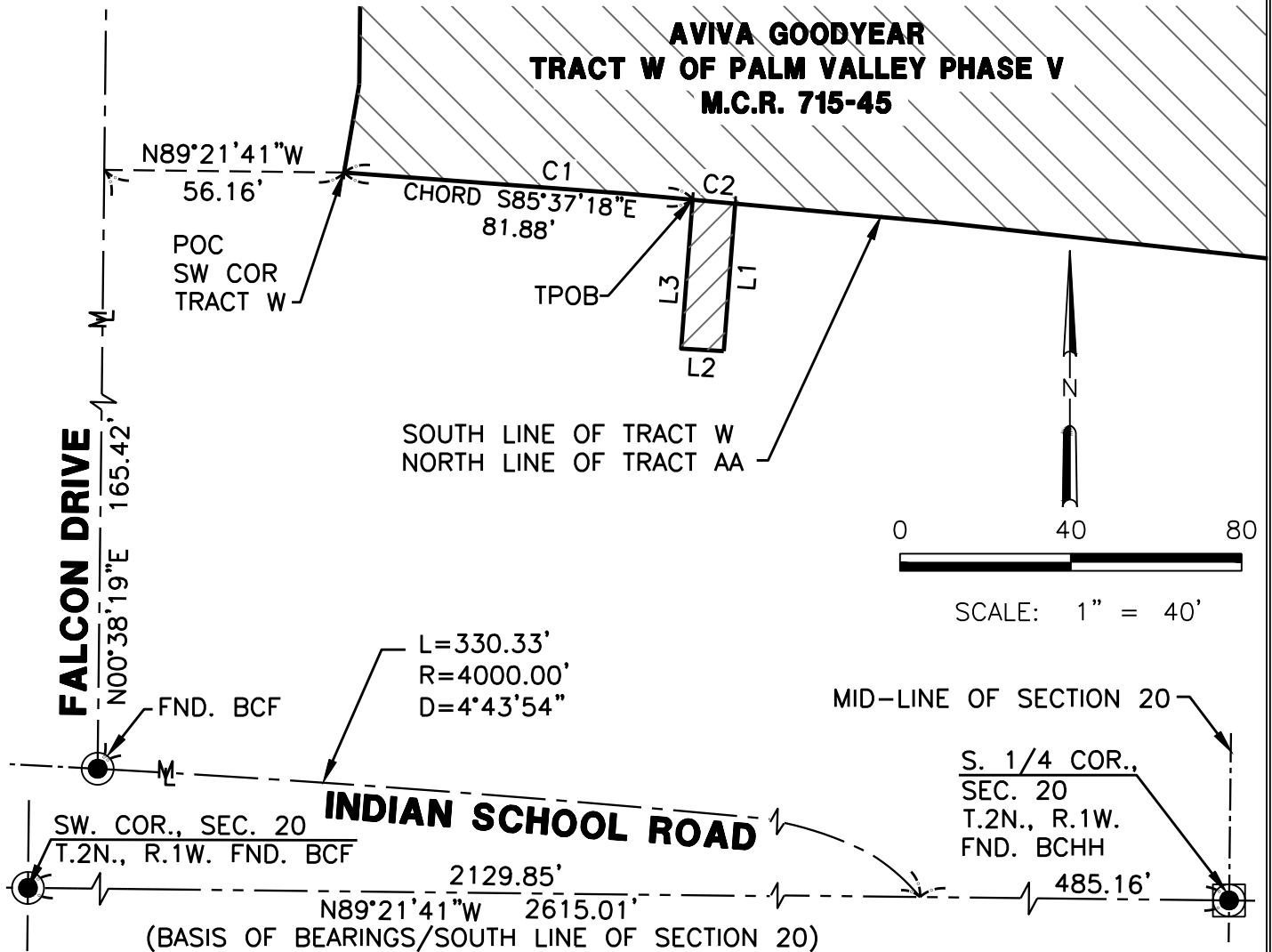
DATE
10-14-2019

1 OF **4** SHEETS

AVIVA GOODYEAR

TRACT W OF PALM VALLEY PHASE V

M.C.R. 715-45



LEGEND

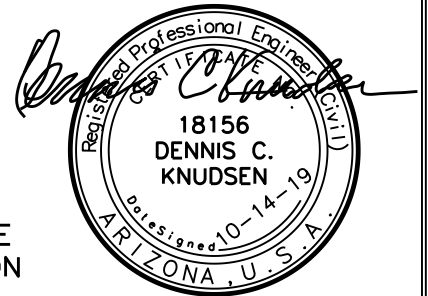


PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
(TCE)

BCHH BRASS CAP IN HANDHOLE
BCF BRASS CAP FLUSH
TPOB TRUE POINT OF BEGINNING
POC POINT OF COMMENCEMENT

NOTES:

LINE TABLE AND CURVE
TABLE ARE LOCATED ON
SHEET 4.



TEMP. CONSTRUCTION ESMT. #1

AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO.
18-023-110

DESIGNED
CLS

DRAWN
LAS/TDB

CHECKED
DCK

DATE
10-14-2019

2 OF **4** SHEETS

TEMPORARY CONSTRUCTION EASEMENT (TCE) #1 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 1,
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE SOUTHWEST CORNER OF TRACT W OF THE FINAL PLAT FOR
PALM VALLEY PHASE V PARCELS 1-4 AS RECORDED IN BOOK 715, PAGE 46 M.C.R.;

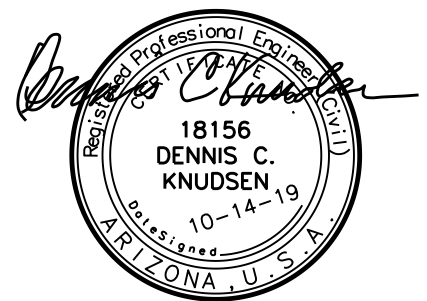
THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TRACT W, THROUGH A CURVE
TO THE RIGHT, A DISTANCE OF 81.88 FEET, THROUGH A CENTRAL ANGLE OF 01
DEGREES 07 MINUTES 32 SECONDS, SAID ARC HAVING A RADIUS OF 4168.00 FEET AND
WHOSE CHORD BEARS SOUTH 85 DEGREES 37 MINUTES 18 SECONDS EAST, A DISTANCE
OF 81.88 FEET TO THE TRUE POINT OF BEGINNING (TPOB);

THENCE CONTINUING ALONG SAID ARC, A DISTANCE OF 10.00 FEET, THROUGH A CENTRAL
ANGLE OF 00 DEGREES 08 MINUTES 15 SECONDS, SAID ARC HAVING A RADIUS OF
4168.00 FEET AND WHOSE CHORD BEARS SOUTH 84 DEGREES 59 MINUTES 20 SECONDS
EAST, A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID SOUTHERN BOUNDARY LINE, S04°25'31"W, A DISTANCE OF 34.78
FEET;

THENCE N86°38'23"W, A DISTANCE OF 10.00 FEET;

THENCE N04°25'31"E, A DISTANCE OF 35.06 FEET TO A POINT ON SAID SOUTHERN
BOUNDARY LINE OF SAID TRACT W, SAID POINT BEING THE TPOB.



LEGAL DESCRIPTION (TCE #1)

**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO.
18-023-110

DESIGNED
CLS

DRAWN
LAS

CHECKED
DCK

DATE
10-14-2019

3 OF **4** SHEETS

TEMPORARY CONSTRUCTION EASEMENT (TCE) #1 CLOSURE

MAPCHECK 1: TCE1

CLOSURE SUMMARY

PRECISION, 1 PART IN: 52923.63'
 ERROR DISTANCE: 0.00'
 ERROR DIRECTION: S86°19'10.53"E
 AREA: 349.24 SQ. FT.
 PERIMETER: 89.85'
 POINT OF BEGINNING

SIDE 1: CURVE C2

RADIUS: 4168.00'
 ARC LENGTH: 10.00'
 DELTA ANGLE: 00°08'15"
 TANGENT: [5.001']

SIDE 2: LINE L1

DIRECTION: S04°25'31"W
 DISTANCE: 34.78'

SIDE 3: LINE L2

DIRECTION: N86°38'23"W
 DISTANCE: 10.00'

SIDE 4: LINE L3

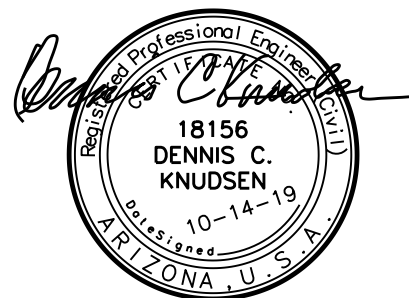
DIRECTION: N04°25'31"E
 DISTANCE: 35.06'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	34.78'	S04°25'31"W
L2	10.00'	N86°38'23"W
L3	35.06'	N04°25'31"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	81.88'	4168.00'	01°07'32"
C2	10.00'	4168.00'	00°08'15"



CLOSURE AND TABLES (TCE #1)

**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
 Phoenix, Arizona 85023
 PH (602) 347-7007 FAX (602) 249-1310

JOB NO.
18-023-110

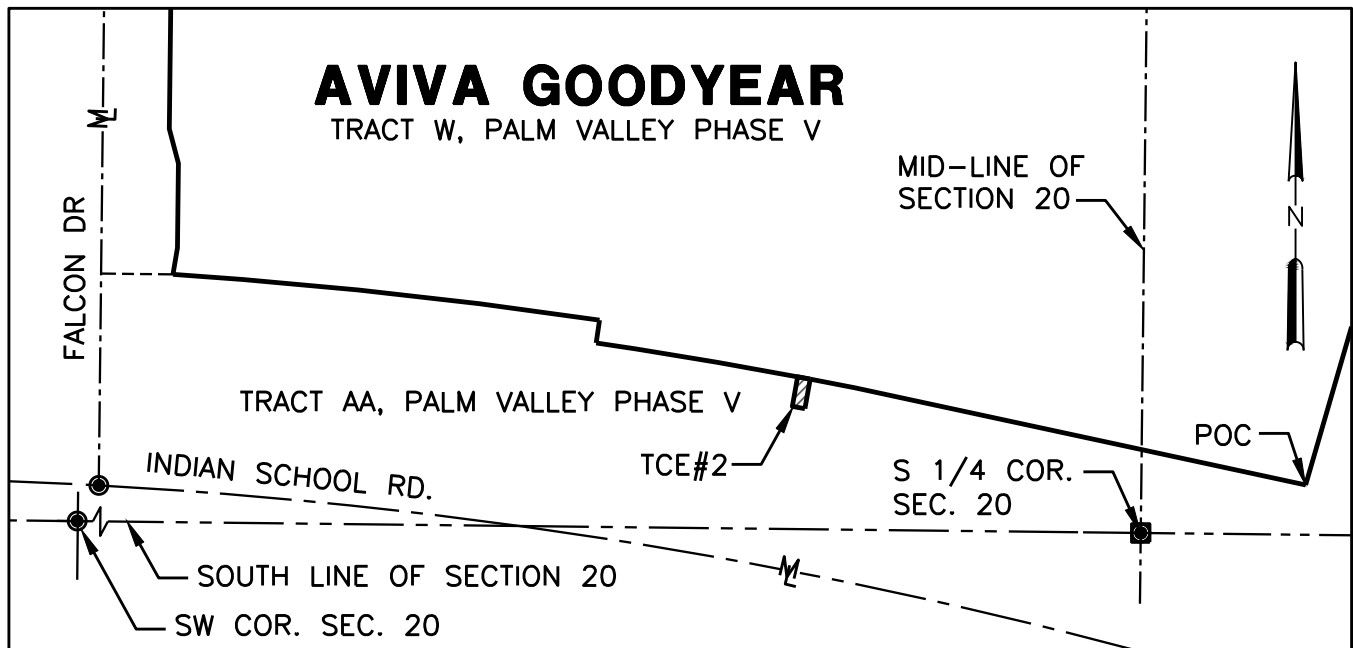
DESIGNED
CLS

DRAWN
LAS

CHECKED
DCK

DATE
10-14-2019

4 OF **4** SHEETS



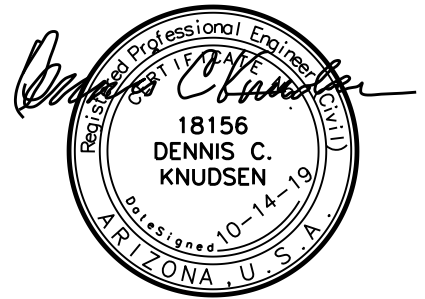
VICINITY MAP
N.T.S.

ENGINEERING

KSE DESIGN GROUP, PLC.
2525 W. GREENWAY ROAD,
SUITE 306
PHOENIX, AZ 85023
PH: (602)347-7007
CONTACT: CRAIG SMITH

**DEVELOPER/
OWNER**

AVIVA GOODYEAR, LLC
3225 AVIATION AVENUE
SUITE 602
COCONUT GROVE, FL 33133
PH: (786)347-4554
CONTACT: MAURICIO TERAN



TEMP. CONSTRUCTION ESMT. #2

**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO.
18-023-110

DESIGNED
CLS

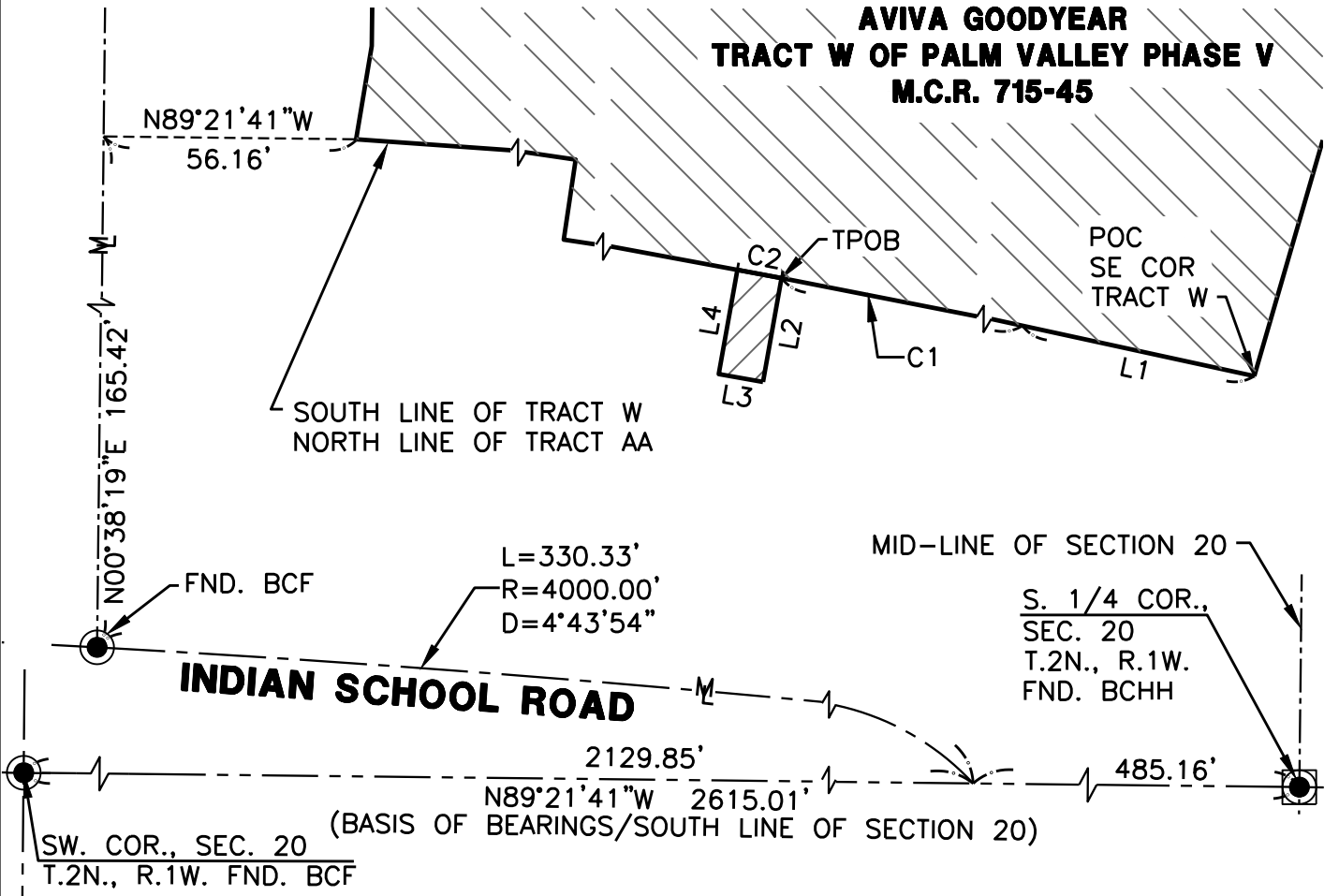
DRAWN
LAS/TDB

CHECKED
DCK

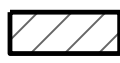
DATE
10-14-2019

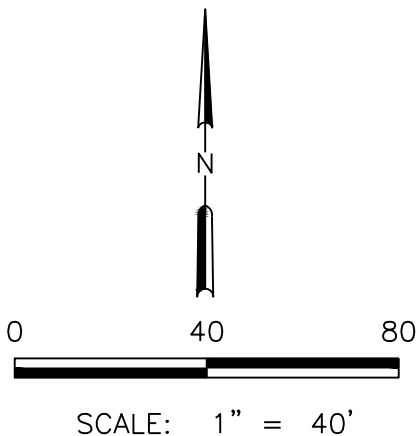
1 OF **4** SHEETS

**AVIVA GOODYEAR
TRACT W OF PALM VALLEY PHASE V
M.C.R. 715-45**



LEGEND

-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
- BCHH BRASS CAP IN HANDHOLE
- BCF BRASS CAP FLUSH
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



NOTES:
LINE TABLE AND CURVE TABLE
ARE LOCATED ON SHEET 4.

TEMP. CONSTRUCTION ESMT. #2

**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO. 18-023-110	DESIGNED CLS	DRAWN LAS/TDB	CHECKED DCK	DATE 10-14-2019	2 OF 4 SHEETS
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TEMPORARY CONSTRUCTION EASEMENT (TCE) #2 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 1,
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE SOUTHEAST CORNER OF TRACT W OF THE FINAL PLAT FOR
PALM VALLEY PHASE V PARCELS 1-4 AS RECORDED IN BOOK 715, PAGE 46 M.C.R.;

THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TRACT W, N77°45'00"W, A
DISTANCE OF 288.36 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 107.38 FEET, THROUGH A
CENTRAL ANGLE OF 01 DEGREES 28 MINUTES 57 SECONDS, SAID ARC HAVING A RADIUS
OF 4150.00 FEET AND WHOSE CHORD BEARS N78°29'38"W, A DISTANCE OF 107.38 FEET
TO THE TRUE POINT OF BEGINNING (TPOB);

THENCE DEPARTING SAID SOUTHERN BOUNDARY LINE, S10°08'16"W, A DISTANCE OF 23.45
FEET;

THENCE N79°51'44"W, A DISTANCE OF 10.00 FEET;

THENCE N10°08'16"E, A DISTANCE OF 23.55 FEET TO A POINT ON SAID SOUTHERN
BOUNDARY LINE, SAID POINT BEING A NON-TANGENT CURVE TO THE RIGHT WHOSE
CHORD BEARS N79°18'11"W, A DISTANCE OF 10.00 FEET TO THE TPOB;

THENCE ALONG SAID SOUTHERN BOUNDARY LINE AND ALONG THE ARC OF SAID CURVE, A
DISTANCE OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 07 MINUTES 31
SECONDS, SAID ARC HAVING A RADIUS OF 4578.58 FEET.



LEGAL DESCRIPTION (TCE #2)

**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO. 18-023-110	DESIGNED CLS	DRAWN LAS	CHECKED DCK	DATE 10-14-2019	3 OF 4 SHEETS
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TEMPORARY CONSTRUCTION EASEMENT (TCE) #2 CLOSURE

MAPCHECK 1: TCE2

CLOSURE SUMMARY

PRECISION, 1 PART IN: 15495.17"

ERROR DISTANCE: 0.004'

ERROR DIRECTION: N45°31'42"W

AREA: 235.03 SF

PERIMETER: 67.00'

POINT OF BEGINNING

SIDE 1: LINE 2

DIRECTION: S10°08'16"W

DISTANCE: 23.45'

SIDE 2: LINE 3

DIRECTION: N79°51'44"W

DISTANCE: 10.00'

SIDE 3: LINE 4

DIRECTION: N10°08'16"E

DISTANCE: 23.55'

SIDE 4: CURVE 2

RADIUS: 4578.58'

ARC LENGTH: 10.00'

DELTA ANGLE: 00°07'31"

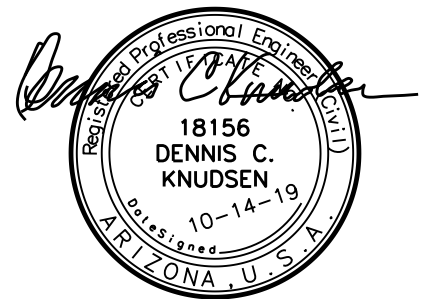
TANGENT: [5.19']

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	288.36'	N77°45'00"W
L2	23.45'	S10°08'16"W
L3	10.00'	N79°51'44"W
L4	23.55'	N10°08'16"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	107.38'	4150.00'	01°28'57"
C2	10.00'	4578.58'	00°07'31"



CLOSURE AND TABLES (TCE #2)

**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO.
18-023-110

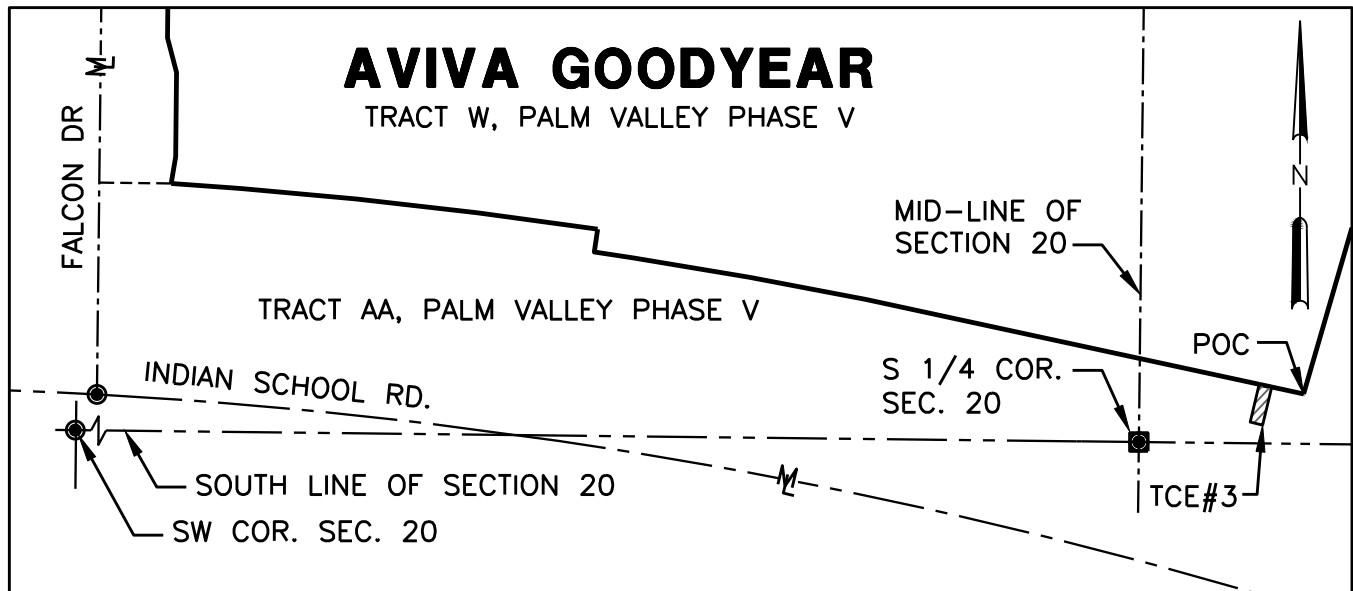
DESIGNED
CLS

DRAWN
LAS

CHECKED
DCK

DATE
10-14-2019

4 OF **4** SHEETS



VICINITY MAP
N.T.S.

ENGINEERING

KSE DESIGN GROUP, PLC.
2525 W. GREENWAY ROAD,
SUITE 306
PHOENIX, AZ 85023
PH: (602)347-7007
CONTACT: CRAIG SMITH

DEVELOPER/ OWNER

AVIVA GOODYEAR, LLC
3225 AVIATION AVENUE
SUITE 602
COCONUT GROVE, FL 33133
P: (786)347-4554
CONTACT: MAURICIO TERAN



TEMP. CONSTRUCTION ESMT. #3

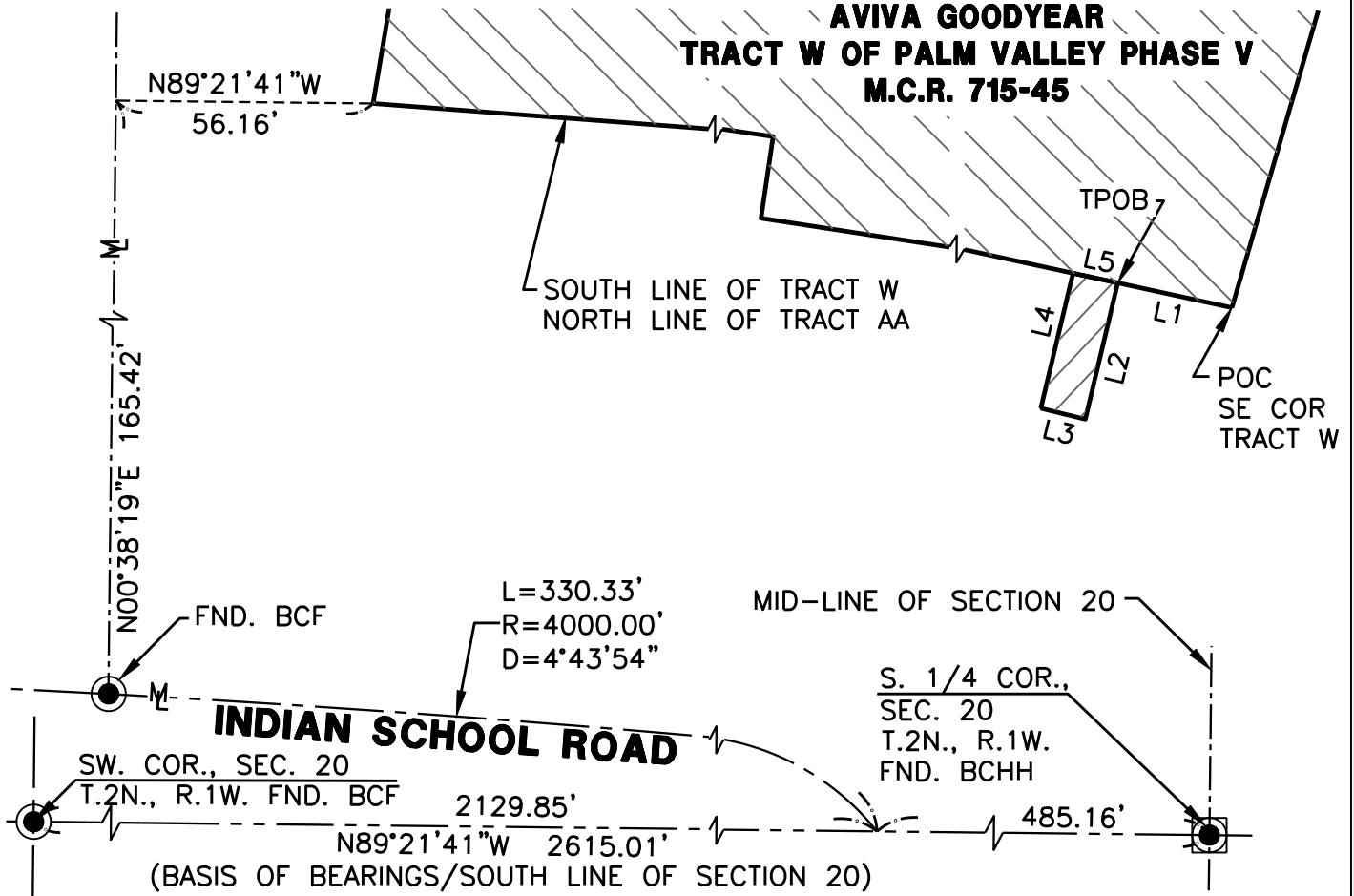
**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

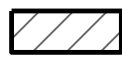
2525 West Greenway Road, Suite 306
Phoenix, Arizona 85023
PH (602) 347-7007 FAX (602) 249-1310

JOB NO. 18-023-110	DESIGNED CLS	DRAWN LAS	CHECKED DCK	DATE 10-14-2019	1 OF 4 SHEETS
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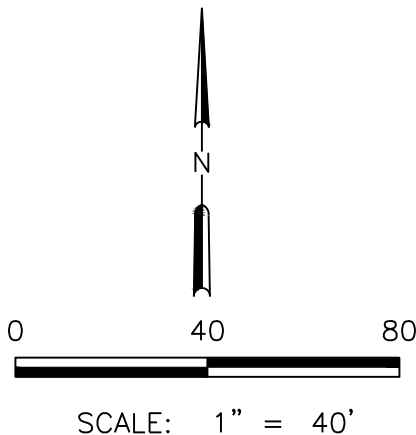
**AVIVA GOODYEAR
TRACT W OF PALM VALLEY PHASE V
M.C.R. 715-45**



LEGEND

-  PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
- BCHH BRASS CAP IN HANDHOLE
- BCF BRASS CAP FLUSH
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

NOTES:
LINE TABLE AND CURVE TABLE
ARE LOCATED ON SHEET 4.



TEMP. CONSTRUCTION ESMT. #3

**AVIVA GOODYEAR
4195 NORTH FALCON DRIVE
GOODYEAR, ARIZONA 85395**

KSE DESIGN GROUP, PLC

2525 West Greenway Road, Suite 306
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PH (602) 347-7007 FAX (602) 249-1310

JOB NO. 18-023-110	DESIGNED CLS	DRAWN LAS	CHECKED DCK	DATE 10-14-2019	2 OF 4 SHEETS
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TEMPORARY CONSTRUCTION EASEMENT (TCE) #3 LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 1,
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE SOUTHEAST CORNER OF TRACT W OF THE FINAL PLAT FOR
PALM VALLEY PHASE V PARCELS 1-4 AS RECORDED IN BOOK 715, PAGE 46 M.C.R.;

THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID TRACT W, N77°45'00"W, A
DISTANCE OF 25.58 FEET TO THE TRUE POINT OF BEGINNING (TPOB);

THENCE DEPARTING SAID SOUTHERN BOUNDARY LINE, S13°24'23"W, A DISTANCE OF 30.57
FEET;

THENCE N76°16'23"W, A DISTANCE OF 10.00 FEET;

THENCE N13°24'23"E, A DISTANCE OF 30.31 FEET TO A POINT ON SAID SOUTHERN
BOUNDARY LINE;

THENCE ALONG SAID SOUTHERN BOUNDARY LINE OF SAID TRACT W, S77°45'05"E, A
DISTANCE OF 10.00 FEET TO THE TPOB.



LEGAL DESCRIPTION (TCE #3)

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JOB NO.
18-023-110

DESIGNED
CLS

DRAWN
LAS

CHECKED
DCK

DATE
10-14-2019

3 OF **4** SHEETS

TEMPORARY CONSTRUCTION EASEMENT (TCE) #3 CLOSURE

MAPCHECK 1: TCE3

CLOSURE SUMMARY

PRECISION, 1 PART IN: 699705.121'
 ERROR DISTANCE: 0.00'
 ERROR DIRECTION: S83°37'31"E
 AREA: 304.41 SQ. FT.
 PERIMETER: 80.88'

POINT OF BEGINNING

SIDE 1: LINE L2

DIRECTION: S13°24'23"W
 DISTANCE: 30.57'

SIDE 2: LINE L3

DIRECTION: N76°16'23"W
 DISTANCE: 10.00'

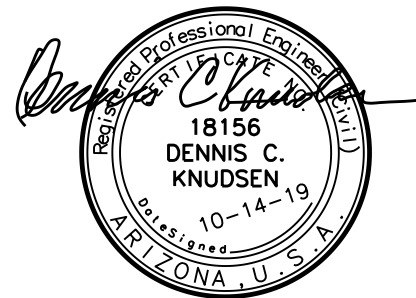
SIDE 3: LINE L4

DIRECTION: N13°24'23"E
 DISTANCE: 30.31'

SIDE 4: LINE L5

DIRECTION: S77°45'05"E
 DISTANCE: 10.00'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.58'	N77°45'00"W
L2	30.57'	S13°24'23"W
L3	10.00'	N76°16'23"W
L4	30.31'	N13°24'23"E
L5	10.00'	S77°45'05"E



CLOSURE AND TABLE (TCE #3)

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GOODYEAR, ARIZONA 85395**

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