# ATTACHMENT B

WHEN RECORDED RETURN TO: City of Phoenix Historic Preservation Office 200 W. Washington Street, 3<sup>rd</sup> Floor Phoenix, Arizona 85003

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

#### AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT

THIS AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT (the "Amended Easement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between Arizona Warehouse Holdings, LLC, Stingle Living Trust, and Shmata Realty, LLC, J (the "Property Owners"), whose principal addresses are 133 Norfolk Street, New York, NY 10002, and the City of Phoenix, a municipal corporation organized and existing under the laws of the State of Arizona, (the "City"), and amends and restates in its entirety and replaces and supersedes that certain Deed of Conservation Easement dated August 29, 2016, recorded at Document No. 2017-0070777 in the official records of the Maricopa County Recorder ("2016 Easement").

### RECITALS

A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.

B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Phoenix.

C. Arizona Warehouse Holdings, LLC, Stingle Living Trust, and Shmata Realty, LLC are the owners of that certain property located at 710 S. 3<sup>rd</sup> Street (the "Property") that is more particularly described in Exhibit A, attached hereto and made a part hereof, and which is subject to the 2016 Easement.

D. The Property includes two historic buildings located on the portion of the thereon depicted on Exhibit B of the 2016 Easement (the "Structures"). Any reference to the Property hereinafter shall be deemed to include each of the Structures.

E. The Structures are listed on the Phoenix Historic Property Register, and the Property Owners and the City recognize the historical or architectural value and significance of the Structures and have the common purpose of conserving and preserving the aforesaid value and significance of the Structures.

F. On August 29, 2016, the Property Owners' predecessor in interest executed a Warehouse & Threatened Building Program Agreement (the "Program Agreement"), wherein the property owner agreed to sell to the City an Easement on the roof and exterior brick wall surface of each of the Structures (the "Facades") and any associated fixtures located on the Facades (the "Fixtures"; the Facades and Fixtures shall be referred to collectively herein as the "Easement Area") and use the proceeds of the sale together, if applicable, with a matching amount of Property Owner's funds or own labor to rehabilitate the Structures.

G. Arizona Warehouse Holdings, LLC, Jaba Group, LLC, Shmata Realty, LLC, and Willie Sutton, LLC are the owners in fee simple of real property located at 722 S. 3<sup>rd</sup> Street adjacent to the

Property to the west and real property located at 725 S. 2<sup>nd</sup> Street to the south of the Property ("Additional Property") which is more particularly described and depicted in Exhibit C attached hereto and made a part hereof.

H. The 2016 Easement was for a term of twenty-five (25) years through and including the 29<sup>th</sup> day of August 2041.

J The Property Owners desire to extend the term of this Amended Easement for an additional thirty (30) years and sell to the City this Amended Easement for the purpose of obtaining sustainability bonus credits, which are a transferrable development right, in order to obtain additional height allowances of up to 120 feet in the development process. Specifically, and for the avoidance of doubt, the Property Owners desire to transfer the sustainability bonus credits to obtain additional height allowances of up to 120 feet to the Additional Property.

# AGREEMENT

NOW, THEREFORE, in consideration of the terms and agreements set forth herein, the Property Owners and the City hereby agree as follows:

1. <u>Grant of Easement</u>: The Property Owners do hereby irrevocably grant, convey, transfer and assign unto the City an Amended Easement, as provided for under the Act, in gross, for a term of fifty-five (55) years from the date hereof through and including August 29, 2071, (the "Term"), in and to the Easement Area, and which covenants contained herein contribute to the public purpose of conserving and preserving the Easement Area and accomplishing the other objectives set forth herein.

2. <u>Property Owners' Covenants</u>: In furtherance of the Amended Easement herein granted, the Property Owners hereby covenant and agree with the City as follows:

2.1 <u>Documentation of the Exterior Condition of the Easement Area</u>. For the purpose of this Amended Easement, within thirty (30) days following the recordation of this Amended Easement, Property Owners or their designee shall depict the Easement Area in an original set of photographs (the "Photographs") which shall be filed in the office of the City of Phoenix Historic Preservation Officer, or designated successor. The exterior condition and appearance of the Easement Area as depicted in the Photographs (the "Present Easement Area") is deemed to describe their external nature as of the date thereof.

2.2 Maintenance of the Site. The Property Owners will, at all times, maintain the Easement Area in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Easement Area or any portion thereof; to prevent visual obstruction of the Easement Area from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Easement Area and its associated streetscape and open space, and are deemed to be not in accordance with the Standards. The Property Owners will request and obtain advance approval from the City Historic Preservation Office prior to implementing any physical changes to the Easement Area, including but not limited to: changes to the roof, exterior surfaces, windows, or doors; any demolition work or new construction; any construction or alteration of patios, decks or porches; any construction or alteration of features such as fencing, walls, statuary, paving and grading; any new stucco or re-stuccoing work; or, any masonry work, such as tuck-pointing, paint removal, pressure water cleaning, chemical cleaning or application of sealants. In no event is sandblasting or other mechanical or abrasive cleaning method permitted. This provision does not apply to routine maintenance, installation of sprinkler systems, or landscaping except for hardscape improvements and removal of mature vegetation. Subject to the casualty provisions of Paragraph 4 below, this obligation

to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the Easement Area at all times appear to be the same as the Present Easement Area.

2.3 <u>Maintenance of the Structural Elements</u>. The Property Owners will maintain and repair the Easement Area as is required to ensure the structural soundness and the safety of the Easement Area.

2.4 <u>Inspection</u>. In order to periodically observe the Easement Area, representatives of the City shall have the right to enter the Property to inspect the Easement Area. This inspection will be made at a time mutually agreed upon by the Property Owners and the City.

2.5 <u>Conveyance and Assignment</u>. The City may convey, transfer and assign this Amended Easement to a similar local, state or national organization whose purpose, <u>inter alia</u>, is to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Amended Easement was granted will continue to be carried out.

2.6 <u>Insurance</u>. The Property Owners, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Easement Area in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owners shall provide a Certificate of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the Property, and to provide a Certificate of Insurance to the City as an additional insured on the policy.

2.7 <u>Visual Access</u>. The Property Owners agree not to substantially obstruct the opportunity of the general public to view the exterior architectural, historical and archaeological features of the Easement Area from adjacent publicly accessible areas such as public streets and sidewalks.

3. <u>Warranties and Representations of the Property Owner</u>. The Property Owners hereby represent and warrant to the City as follows:

3.1 <u>Information Furnished, True and Correct</u>. All information given to the City by the Property Owners in order to induce the City to accept this Amended Easement, including all information contained in this Amended Easement, is true, correct and complete.

3.2 <u>Legal, Valid and Binding</u>. This Amended Easement is in all respects, legal, valid and binding upon the Property Owners and enforceable in accordance with its terms, and grants to the City a direct, valid and enforceable conservation easement upon the Easement Area.

3.3 <u>No Impairment of Easement</u>. The Property Owners for themselves, their heirs, personal representatives, and assigns, have not reserved, and to Property Owners' knowledge, no other person or entity has reserved any rights, the exercise of which may impair the Amended Easement granted herein.

4. <u>Application of Insurance Proceeds</u>. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures that affect the Easement Area resulting from casualty, the Property Owners agree to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged

Structures and Easement Area. In the event the City determines, in its reasonable discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures and Easement Area is of such magnitude and extent that repair and reconstruction of the damage would not be possible or practical, then the Property Owners may elect not to repair or reconstruct the damaged Structures and Easement Area. Notwithstanding the foregoing, in the event the City notifies the Property Owners in writing that the City has determined that repair and reconstruction of the damaged Structures and Easement Area is impossible or impractical and that the damaged Structures and Easement Area present an imminent hazard to public safety, the Property Owners will, at Property Owners' sole cost and expense, raze the damaged Structures and Easement Area and remove all debris, slabs, and any other portions and parts of the damaged Structures and Easement Area within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owners have commenced and are diligently pursuing repair or reconstruction of the damaged Structures and Easement Area. Upon razing of the damaged portion of the Structures and Easement Area, the City shall release any interest it has in the insurance proceeds for the damaged Structures and Easement Area. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded deed of trust or mortgage applicable to the Property.

5. Extinguishment of Easement. Until the Property is developed with additional height in excess of 80 feet using the sustainability bonus credits, the Property Owners shall have the option to extinguish this Amended Easement, so long as the Property Owners are not in default hereunder, by notifying the City in writing that the Property Owners, and each of them, elect to extinguish this Amended Easement by repurchasing the non-possessory interest in the Easement Area granted to the City hereunder (the "Election Notice") and delivering to the City a sum equal to \$50,284.00 (the "Repurchase Price"). The Repurchase Price shall be paid in cash or its equivalent. Within sixty (60) days of the date of the City's receipt of both the Election Notice and the Repurchase Price, the City shall forward to the Property Owners a fully executed document extinguishing this Amended Easement. The Repurchase Price shall be delivered to the City of Phoenix Historic Preservation Office at 200 W Washington St, 3rd Floor, Phoenix, AZ 85003. Notwithstanding the foregoing, if the Property Owners develop the Property with additional height in excess of 80 feet utilizing the sustainability bonus credits, then the Amended Easement shall not be extinguished.

6. <u>Indemnification</u>. The Property Owners covenant that Property Owners shall pay, protect, indemnify, hold harmless and defend the City at the Property Owners' sole cost and expense from any and all liabilities, claims, costs, attorneys' fees, judgments or expenses asserted against the City, its mayor, city council members, employees, agents or independent contractors, resulting from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Amended Easement, except in such matters arising solely from the gross negligence of the City, its mayor, city council members, employees and agents.

6.1 <u>Survival of Indemnification</u>. The obligations of the Property Owners under this indemnification shall continue beyond the term of this Amended Easement for a period of two (2) years.

6.2 <u>Explanation of Indemnification</u>. For purposes of explanation of Paragraph 5 only, and without in any manner limiting the extent of the foregoing indemnification, the Property Owners and the City agree that the purpose of Paragraph 5 is to require the Property Owners to bear the expense of any claim made by any third party against the City, which arises because the City has an interest in the Property as a result of this Amended Easement. The Property Owners will have no obligation to the City for any claims which may be asserted against the City as a direct result of the City's intentional misconduct or gross negligence.

7. <u>Default/Remedy</u>. In the event (a) the Property Owners fail to perform any obligation of the Property Owners set forth herein or in the Program Agreement, or otherwise comply with any obligation or

restriction set forth herein; or (b) any representation or warranty of the Property Owners set forth herein, is determined by the City to have been untrue when made, in addition to any remedies now or hereafter provided by law and in equity; the City or its designee, following prior written notice to the Property Owners, may (aa) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Amended Easement; or (bb) enter upon the Property, correct any such violation, and hold the Property Owners responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property; or (cc) revoke the City's acceptance of this Amended Easement by written notice to the Property Owners. In the event the Property Owners violate any of Property Owners' obligations under this Amended Easement, the Property Owners shall reimburse the City for any and all costs and expenses incurred in connection therewith, including all court costs and attorneys' fees.

8. <u>Waiver of Remedy</u>. The exercise by the City or its designee of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

9. <u>Waiver of Claims for Diminution in Value of Property under Proposition 207.</u> By executing this Amended Easement on the Property, Property Owners, their heirs, successors or assigns, hereby voluntarily waive Property Owners' right to make any claim for any diminution in the value of the Property pursuant to A.R.S. 12-1134 that may directly or indirectly occur as a result of this Amended Easement. The Property Owners understand that this Waiver shall run with the Property and be binding upon subsequent landowners and successors in interest. Property Owner acknowledges that the Amended Easement and this Waiver are granted voluntarily and without duress and based on consideration as set forth herein and in the Program Agreement.

10. <u>Effect and Interpretation</u>. The following provisions shall govern the effectiveness and duration of this Amended Easement:

10.1 <u>Interpretation</u>. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Amended Easement, and this Amended Easement shall be interpreted broadly to affect the transfer of rights and restrictions on use herein contained.

10.2 <u>Invalidity of the Act</u>. This Amended Easement is made pursuant to the Act as the same now exists or may hereafter be amended, but the invalidity of such Act or any part thereof, or the passage of any subsequent amendment thereto, shall not affect the validity and enforceability of this Amended Easement according to its terms, it being the intent of the parties hereto to agree and to bind themselves, their successors, heirs and assigns, as applicable, during the Term hereof, whether this Amended Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.

10.3 <u>Violation of Law</u>. Nothing contained herein shall be interpreted to authorize or permit the Property Owners to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owners agree to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Property Owners promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Amended Easement and such ordinance or regulation.

10.4 <u>Amendments and Modifications</u>. This Amended Easement may be amended in writing signed by the Property Owners and the City. Such amendment shall become effective upon

recording the same among the land records of Maricopa County, Arizona, in the office of the County Recorder.

10.5 <u>Recitals</u>. The above Recitals are incorporated herein by this reference.

10.6 <u>Time of the Essence</u>. Time is of the essence in the performance of each and every term and condition of this Amended Easement by the Property Owners.

10.7 <u>Governing Law</u>. This Amended Easement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. Any legal proceeding arising out of this Amended Easement shall be brought in Maricopa County.

11. <u>Notices</u>. All notices, requests and other communications hereunder shall be given in writing to the addresses of the parties noted on the first page of this Amended Easement and either (a) personally served on the party to whom notice is intended, (b) mailed by registered or certified mail, postage prepaid, return receipt requested, or (c) sent by a nationally recognized overnight courier service. All notices shall be deemed delivered and received upon the earliest of (aa) actual receipt, (bb) the third day after the day of mailing, or (cc) the next business day after the date of deposit with a nationally recognized overnight courier service. Any notices received on a Saturday, Sunday or on a City of Phoenix, State of Arizona or federal holiday, or after 5:00 p.m., Arizona time, on a business day shall be deemed received on the next succeeding business day. Any party may at any time change its address for the receipt of notices by giving written notice to the other parties in accordance with the terms of this Section. The inability to deliver notice because of a changed address of which no notice was given or the rejection or other refusal to accept any notice shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

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## **PROPERTY OWNER SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Amended Easement as of the day and year first above written. Arizona Warehouse Holdings, LLC, By \_\_\_\_\_ Its:\_\_\_\_ STATE OF ARIZONA ) ) ss. County of Maricopa ) The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Notary Public My Commission Expires: IN WITNESS WHEREOF, the parties have executed this Amended Easement as of the day and year first above written. Stingle Living Trust, By Its: \_\_\_\_\_ STATE OF ARIZONA ) ss. County of Maricopa The foregoing instrument was acknowledged before me this day of , 20, by \_\_\_\_\_ Notary Public

7

My Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Amended Easement as of the day and year first above written.

	Shmata Realty, LLC,		
	Ву		
	lts:		_
STATE OF ARIZONA	)		
County of Maricopa	) ss. )		
The foregoing instrument was acknowledged before me this		day of	, 20,

My Commission Expires:

Notary Public

## **CITY OF PHOENIX SIGNATURES**

CITY OF PHOENIX, a municipal corporation JEFFREY BARTON, City Manager

By \_\_\_\_\_ Helana Ruter, Historic Preservation Officer

STATE OF ARIZONA County of Maricopa

) ) ss.

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Helana Ruter, Historic Preservation Officer.

Notary Public

My Commission Expires:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

#### \* \* \* \* \* \* \* \* \* \* \* \*

#### EXHIBIT A Legal Description of Easement Area

THAT PART OF BLOCK 26 OF "THE RESURVEY OF LINVILLE'S ADDITION", A SUBDIVISION RECORDED IN BOOK 2 OF MAPS AT PAGE 62 THEREOF IN THE OFFICE OF THE MARICOPA COUNTY RECORDER AND BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 26;

THENCE, ON A BEARING OF SOUTH ALONG THE EAST LINE OF SAID BLOCK 26, A DISTANCE OF 39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

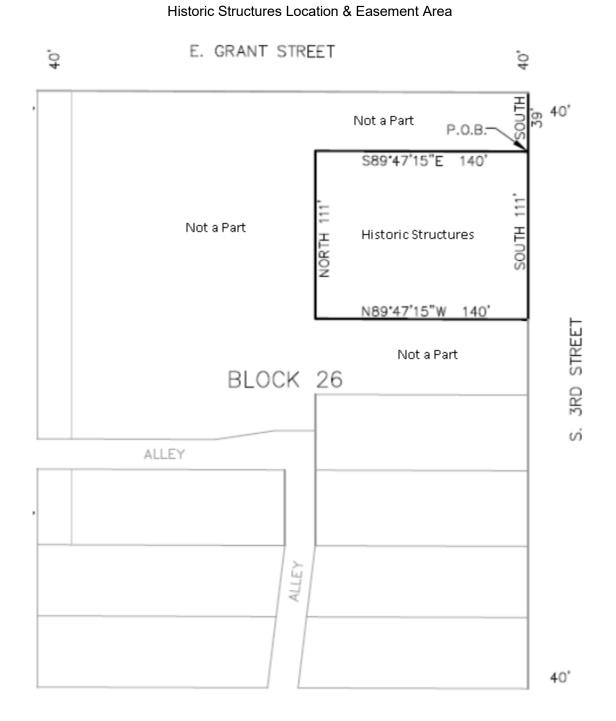
THENCE CONTINUING ON A BEARING OF SOUTH ALONG SAID EAST LINE A DISTANCE OF 111 FEET;

THENCE, NORTH 89° 47' 15" WEST, A DISTANCE OF 140 FEET;

THENCE, ON A BEARING OF NORTH A DISTANCE OF 111 FEET;

THENCE, SOUTH 89° 47' 15" EAST A DISTANCE OF 140 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 26 ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT B



#### \* \* \* \* \* \* \* \* \* \* \* \*

#### EXHIBIT C Legal Description of Additional Property

A PORTION OF LOTS 1, 2 & 3, AS SHOWN IN "215 EAST GRANT", A FINAL PLAT, RECORDED IN BOOK 1257, PAGE 08, MARICOPA COUNTY RECORDS, (M.C.R.), LOCATED IN THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 8, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 8, BEING MARKED BY AN ALUMINUM CAP FLUSH BEARS, NORTH 00 DEGREES 08 MINUTES 31 SECONDS EAST, 2645.13 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1569.80 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 51 MINUTES 29 SECONDS WEST, 1428.09 FEET TO THE INTERSECTION OF 3RD STREET AND GRANT STREET, AS SHOWN IN SAID FINAL PLAT;

THENCE NORTH 89 DEGREES 48 MINUTES 06 SECONDS WEST, ALONG THE CENTERLINE OF SAID GRANT STREET, 49.90 FEET;

THENCE DEPARTING SAID CENTERLINE, SOUTH 00 DEGREES 11 MINUTES 54 SECONDS WEST, 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 3RD STREET AND THE **POINT OF BEGINNING**;

THENCE SOUTH 44 DEGREES 54 MINUTES 28 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 28.34 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 00 MINUTES 51 SECONDS EAST, 29.00 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 47 MINUTES 15 SECONDS WEST, 150.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 51 SECONDS EAST, 110.00 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 15 SECONDS EAST, 150.00 FEET TO SAID WEST RIGHT-OF-WAY LINE;

THENCE SOUTH 00 DEGREES 00 MINUTES 51 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, 244.06 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 10.00 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, 27.01 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 105.37 FEET;

THENCE NORTH 81 DEGREES 16 MINUTES 09 SECONDS WEST, 40.47 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 42 SECONDS WEST, 6.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 59 SECONDS WEST, 21.01 FEET;

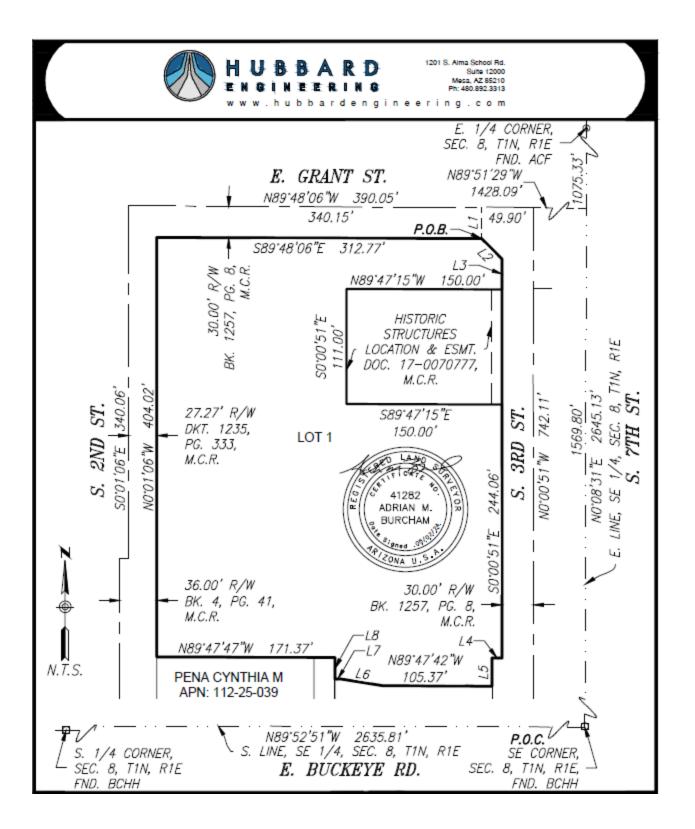
THENCE NORTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 171.37 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SECOND STREET, AS SHOWN IN "CENTRAL PARK PLACE", RECORDED IN BOOK 4, PAGE 41, M.C.R.;

THENCE NORTH 00 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, 404.02 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID GRANT STREET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 48 MINUTES 06 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 312.77 FEET TO SAID **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 121,529 SQUARE FEET OR 2.7899 ACRES, MORE OR LESS.







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1201 S. Alma School Rd. Suite 12000 Mesa, AZ 85210 Ph: 480.892.3313

b b a r d e n g i n e e r i n g . c o m

LINE TABLE LINE # BEARING LENGTH 30.00' L1 S0'11'54"W L2 S44\*54'28"E 28.34' L3 S0'00'51"E 29.00' L4 N89°47'47"W 10.00' L5 S0'00'45"E 27.01' L6 N81°16'09"W 40.47' 6.00' L7 N89°47'42"W L8 N0°00'59"W 21.01'

HUBBARD

ENGINEERING

