

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

GRANTOR:

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

GRANTEE:

**GLOBE LAND INVESTORS, 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 **GLOBE LAND INVESTORS, 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:

1. Grade/Fill Dirt Removal – enter upon and Grade and remove native fill dirt from the TCE Area consistent with the Final Development Plans-Grading Plan, Administrative Building Globe Corporation by Olsson Engineering as approved by the City of Goodyear, Engineering Director or his designee (the "Approved Grading Plans") and enter upon and re-grade and remove native fill dirt from the TCE Area consistent with the Approved Grading Plans during the warranty period prior the City's final acceptance of the completed grading.
2. Landscaping – enter upon and install landscaping per landscaping plans for the Administrative Globe Corporation to be submitted by GRANTEE and approved by the City of Goodyear, Engineering Director or his designee (the "Approved Landscape Plans") and enter upon and remove and replace landscaping consistent with the Approved Landscape Plans during the warranty period prior to the City's final acceptance of the completed landscaping.

Together, the Grading/Fill Dirt Removal and Landscaping described above, shall be described as ("GRANTEE'S Construction Project") and rights granted to GRANTEE herein shall include all purposes incidental to GRANTEE'S Construction Project.

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. The 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. If GRANTEE has not pulled a permit and commenced work on GRANTEE'S Construction Project by September 1, 2021, this TCE shall terminate on September 2, 2021. If GRANTEE has pulled a permit and has commenced work by September 1, 2021, this TCE shall terminate upon the later of the following: the City's final acceptance of the grade/fill dirt removal as described above and the City's final acceptance of the landscaping as described above. 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. The provisions of this paragraph shall survive the expiration or earlier termination of this TCE.

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 _____, 2021 by Georgia Lord, Mayor 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

Signatures, Acknowledgments and Exhibits on following pages

EXHIBIT "A"
TCE AREA

DESCRIPTION

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

A PORTION OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND PART OF CITY OF GOODYEAR PARCEL NUMBER 501-69-016M, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS NORTH 89°27'45" WEST, A DISTANCE OF 2619.39 FEET; THENCE NORTH 00°32'11" EAST, A DISTANCE OF 71.00 FEET TO THE NORTHERLY RIGHT- OF-WAY LINE OF W. MCDOWELL ROAD AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT INFRASTRUCTURE, BOOK 956, PAGE 21, MARICOPA COUNTY RECORDS; THENCE NORTH 89°27'45" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 164.42 FEET TO THE EASTERLY LINE OF BULLARD WASH AS SHOWN ON THE MAP OF DEDICATION FOR MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT BULLARD WASH, BOOK 955, PAGE 42, MARICOPA COUNTY RECORDS, AND THE BEGINNING OF A 1500.00 FOOT RADIUS NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS SOUTH 84°41'35" WEST; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND NORTHERLY ALONG SAID EASTERLY LINE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°20'53", AN ARC LENGTH OF 637.43 FEET, THE CHORD OF SAID ARC BEARS NORTH 17°29'03" WEST A DISTANCE OF 632.64 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 67°03'47" WEST A DISTANCE OF 9.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, AND TO THE EASTERLY EDGE OF AN EXISTING CONCRETE SIDEWALK; THENCE ALONG SAID SIDEWALK THE FOLLOWING FOUR (4) COURSES; THENCE NORTHWESTERLY SAID CURVE HAVING A RADIUS OF 162.82 FEET, THROUGH A CENTRAL ANGLE OF 08°08'42", AND AN ARC LENGTH OF 23.15 FEET, THE CHORD OF SAID ARC BEARS NORTH 34°50'43" WEST A DISTANCE OF 23.13 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 07°30'10", AND AN ARC LENGTH OF 78.57 FEET, THE CHORD OF SAID ARC BEARS NORTH 35°09'59" WEST A DISTANCE OF 78.51 FEET TO THE BEGINNING OF A REVERSE CURVE; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1185.00 FEET, THROUGH A CENTRAL ANGLE OF 21°17'36", AND AN ARC LENGTH OF 440.39 FEET, THE CHORD OF SAID ARC BEARS NORTH 42°03'42" WEST A DISTANCE OF 437.86 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°42'30" WEST A DISTANCE OF 113.48 FEET; THENCE NORTH 39°25'25" EAST A DISTANCE OF 19.89 FEET TO THE WEST LINE OF PARCEL NUMBER 501-69-016L; THENCE ALONG SAID WEST LINE SOUTH 50°34'35" EAST A DISTANCE OF 113.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1500.00 FEET, THROUGH A CENTRAL ANGLE OF 20°55'34", AND AN ARC LENGTH OF 547.84 FEET, THE CHORD OF SAID ARC BEARS SOUTH 40°07'16" EAST A DISTANCE OF 544.80 FEET TO THE POINT OF BEGINNING, CONTAINING 9,208 SQUARE FEET, OR 0.211 ACRES, MORE OR LESS.

On behalf of Olsson,



Nicholas Schrader
Arizona RLS No. 72050
Expiration Date: December 31, 2023

SHEET 1 OF 2

PROJECT NO: 019-0925

DRAWN BY: DMW

DATE: 01/26/2021

EXHIBIT

olsson

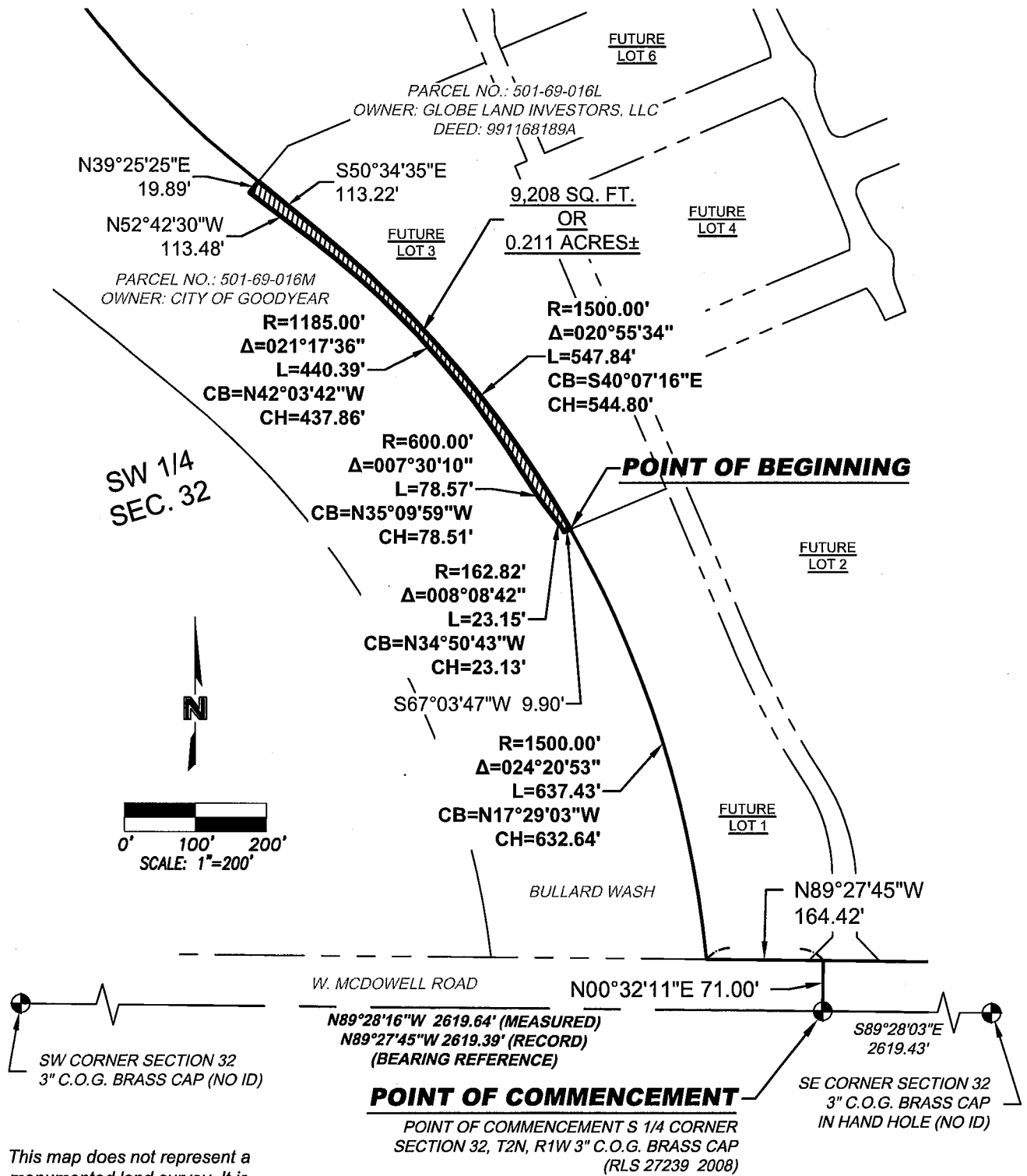
7878 N. 16th Street
Suite 105
Phoenix, AZ 85020-5282
TEL 602.748.1000

EXHIBIT

A

DWG: C:\Temp\AcPublish_13556\ESMT_GRADING_019-0925.dwg
DATE: Jan 26, 2021 11:07am
USER: dwolf
XREFS: C:\XBASE_0190925

EASEMENT



This map does not represent a monumented land survey. It is only a graphic depiction of the accompanying description.

SHEET 2 OF 2

PROJECT NO: 019-0925

DRAWN BY: DMW

DATE: 01/26/2021

EXHIBIT

olsson

7878 N. 16th Street
 Suite 105
 Phoenix, AZ 85020-5282
 TEL 602.748.1000

EXHIBIT

1

DWG: C:\Temp\AcPublish\13556\ESMT_GRADING_019-0925.dwg
 DATE: Jan 26, 2021 11:07am
 USER: dwolf
 XREFS: C:\XBASE_0190925