

When recorded Mail to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

**EMERGENCY/GOVERNMENT SERVICES
ACCESS EASEMENT**

GRANTOR:

**COMPASS DATACENTERS PHX I,
LLC, a Delaware limited liability
company**

GRANTEE:

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

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COMPASS DATACENTERS PHX I, LLC, a Delaware limited liability company**, (“GRANTOR”) does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, (“GRANTEE”), its successors and assigns, a perpetual Emergency/Government Services Access Easement. The Emergency/Government Services Access Easement shall be a permanent easement on, over, across, above and through the real property described in Exhibit “A,” attached hereto and incorporated herein (the “Easement Area”), for use by the City of Goodyear and other entities for the purposes provided herein. The purpose of this easement is to: (i) provide access for emergency services providers, including the City of Goodyear, to respond to calls for emergency services, (ii), provide access for government service providers, including the City of Goodyear, to provide government services; and (iii) to allow the City of Goodyear including its contractors the right, but not the obligation, to construct, maintain, repair and/or replace improvements within the Easement Area as needed to provide access for emergency and government service providers.

GRANTOR, its successors and assigns, shall construct improvements within the Easement Area consistent with all applicable federal, state, and/or local laws, ordinances, policies, procedures or other requirements applicable to emergency access ways in effect at the time of the construction of the emergency access improvements, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manuals for improvements needed for emergency access (the “Emergency Access Road”). GRANTOR, its successors and assigns, shall maintain, the Emergency Access Road in good working condition and shall repair and replace the

Emergency Access Road as needed to have an Emergency Access Road in good working condition.

GRANTEE shall have no responsibility or liability for the construction, operation, maintenance or repair of the Emergency Access Road. GRANTEE shall have the right, but not the obligation to construct, maintain, replace and/or repair the Emergency Access Road and if GRANTEE exercises this right because of the failure of GRANTOR its successors and assigns to construct, maintain, replace and/or repair the Emergency Access Road, the City shall be entitled to recover from GRANTOR its successors and assigns the costs incurred by the City in constructing, maintaining, replacing and/or repairing the Emergency Access Road and for all expenses, including, without limitation, reasonable attorney fees, incurred by the GRANTEE in recovering such costs.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

The easement conveyed is a non-exclusive easement and GRANTOR reserves for itself, its successors and assigns, all such rights and privileges in the real property described in Exhibit "A" that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not, modify, interfere with or endanger the emergency access road constructed within the Easement Area including the right to grant additional non-exclusive easements in all or part of the real property described in Exhibit "A" that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not, modify, interfere with or endanger the Emergency Access Road constructed within the Easement Area. GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the Easement Area.

This Emergency/Government Services Access Easement constitutes a covenant running with the land for the benefit of GRANTEE, its successors and assigns, and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area.

IN WITNESS WHEREOF, this instrument is executed this 14th day of October, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

COMPASS DATACENTERS PHX I, LLC,
a Delaware limited liability company

By: _____

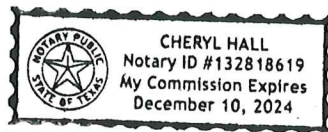
J. Jared Day, President

State of Texas)
)ss.
County of Dallas)

Before me, CHERYL HALL, on this day personally appeared J. Jared Day, proved to me by his Texas driver's license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Compass Datacenters PHX I LLC, a Delaware limited liability company as its President for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office this 14th day of OCTOBER, 2021.

(Seal)



Cheryl Hall
Notary Public Signature

Signatures, Acknowledgements and Exhibits Continued on Following Pages

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation,
the ____ day of _____, 20__.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

On this ____ day of _____, 20__, personally appeared before me
_____, as _____ of the CITY OF GOODYEAR, an
Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

**COMPASS DATACENTERS – PHX I
PHASE 1 UTILITY LINE EASEMENT
LEGAL DESCRIPTION**

A portion of Parcel 1 of the Final Plat of "Compass Datacenters - PHX I" as filed in Book 1476, Page 49, Maricopa County Records, situated within the East half of Section 8, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

PARCEL 1:

COMMENCING at a found 3 inch Maricopa Department of Transportation brass cap in hand hole accepted as the East Quarter corner of said Section 8 from which a found 3 inch City of Goodyear brass cap flush accepted as the Southeast corner thereof bears South 00°49'24" West, 2638.23 feet;

Thence South 00°49'24" West, 70.00 feet along the east line of the Southeast Quarter of said Section 8;

Thence leaving said east line, North 89°26'35" West, 65.00 feet to the **POINT OF BEGINNING**;

Thence North 89°26'35" West, 383.59 feet;

Thence South 00°33'22" West, 340.00 feet;

Thence South 89°26'38" East, 332.00 feet;

Thence South 00°49'24" West, 96.00 feet;

Thence North 89°26'38" West, 37.93 feet;

Thence South 00°33'22" West, 746.45 feet to a point herein referred to as POINT "A";

Thence North 89°16'40" West, 55.23 feet to a point herein referred to as POINT "B";

Thence North 00°32'07" East, 679.33 feet;

Thence North 54°30'28" West, 116.93 feet;

Thence North 89°26'38" West, 299.20 feet;

Thence South 45°33'19" West, 94.70 feet;

October 5, 2021

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Thence South 00°33'22" West, 636.14 feet to a point herein referred to as POINT 'C';

Thence North 89°26'38" West, 60.00 feet to a point herein referred to as POINT "D";

Thence North 00°33'22" East, 783.10 feet;

Thence South 89°26'40" East, 94.23 feet;

Thence North 00°33'22" East, 42.02 feet;

Thence South 89°26'38" East, 54.64 feet;

Thence North 00°33'22" East, 403.97 feet;

Thence South 89°26'38" East, 366.41 feet;

Thence North 00°33'22" East, 70.00 feet;

Thence South 89°26'30" East, 152.93 feet;

Thence South 00°49'43" West, 25.03 feet;

Thence South 45°49'43" West, 42.43 feet;

Thence South 00°49'43" West, 35.12 feet;

Thence South 00°49'23" West, 22.86 feet;

Thence South 44°10'17" East, 42.43 feet;

Thence South 00°49'24" West, 17.00 feet to the **POINT OF BEGINNING**.

PARCEL 2:

BEGINNING at aforementioned POINT "A";

Thence South 89°16'40" East, 34.45 feet;

Thence South 00°48'55" West, 159.00 feet;

Thence North 88°50'16" West, 33.73 feet;

Thence South 00°33'22" West, 581.01 feet;

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Thence North 89°26'38" West, 577.49 feet;

Thence North 00°33'22" East, 783.10 feet to aforementioned POINT "D";

Thence South 89°26'38" East, 60.00 feet to aforementioned POINT "C";

Thence South 00°33'22" West, 587.90 feet;

Thence South 31°05'21" East, 147.07 feet;

Thence South 89°26'38" East, 335.90 feet;

Thence North 45°50'39" East, 69.56 feet;

Thence North 00°32'07" East, 620.97 feet to aforementioned POINT "B";

Thence South 89°16'40" East, 55.23 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 380199 sq. ft. (8.7282 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

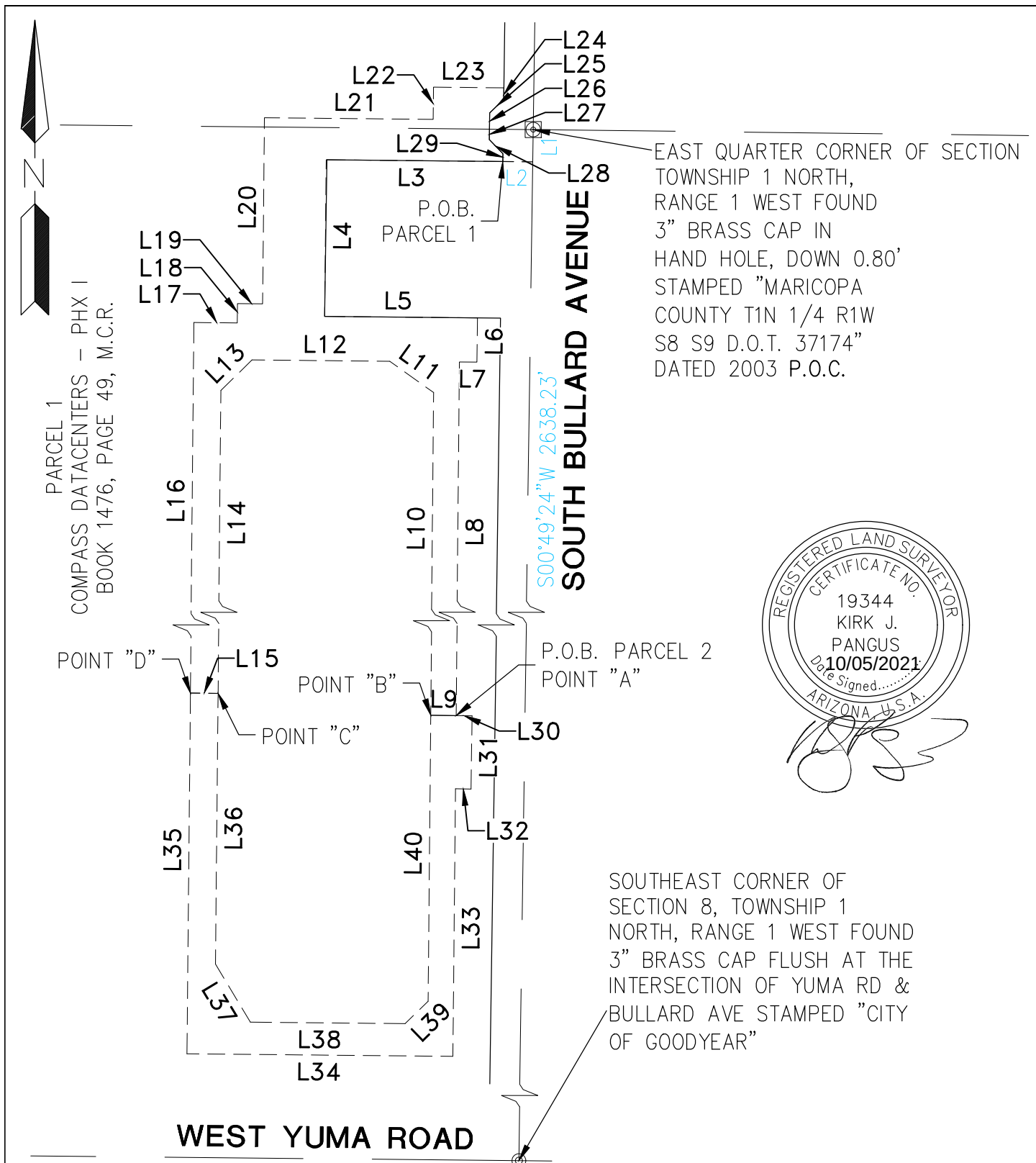
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No: 1854
Date: October 2021



October 5, 2021

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P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

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PROJ.NO.: 1854	COMPASS DATACENTERS - PHX I	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: OCT. 2021	PHASE 1 UTILITY LINE EASEMENT	
SCALE: N.T.S.	GOODYEAR, ARIZONA	
DRAWN BY: RG	EXHIBIT	
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°49'24"W	70.00'
L2	N89°26'35"W	65.00'
L3	N89°26'35"W	383.59'
L4	S00°33'22"W	340.00'
L5	S89°26'38"E	332.00'
L6	S00°49'24"W	96.00'
L7	N89°26'38"W	37.93'
L8	S00°33'22"W	746.45'
L9	N89°16'40"W	55.23'
L10	N00°32'07"E	679.33'
L11	N54°30'28"W	116.93'
L12	N89°26'38"W	299.20'
L13	S45°33'19"W	94.70'
L14	S00°33'22"W	636.14'
L15	N89°26'38"W	60.00'
L16	N00°33'22"E	783.10'
L17	S89°26'40"E	94.23'
L18	N00°33'22"E	42.02'
L19	S89°26'38"E	54.64'
L20	N00°33'22"E	403.97'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	S89°26'38"E	366.41'
L22	N00°33'22"E	70.00'
L23	S89°26'30"E	152.93'
L24	S00°49'43"W	25.03'
L25	S45°49'43"W	42.43'
L26	S00°49'43"W	35.12'
L27	S00°49'23"W	22.86'
L28	S44°10'17"E	42.43'
L29	S00°49'24"W	17.00'
L30	S89°16'40"E	34.45'
L31	S00°48'55"W	159.00'
L32	N88°50'16"W	33.73'
L33	S00°33'22"W	581.01'
L34	N89°26'38"W	577.49'
L35	N00°33'22"E	783.10'
L36	S00°33'22"W	587.90'
L37	S31°05'21"E	147.07'
L38	S89°26'38"E	335.90'
L39	N45°50'39"E	69.56'
L40	N00°32'07"E	620.97'



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PROJ.NO.: 1854	COMPASS DATACENTERS - PHX I PHASE 1 UTILITY LINE EASEMENT GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602 490 0535 / F: 602 368 2436
DATE: OCT. 2021		
SCALE: NONE	EXHIBIT	
DRAWN BY: RG		
CHECKED BY: KJP		