

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
(Harrison North-East)**

GRANTOR:

**MREG BULLARD LLC, a Delaware
limited liability company**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, 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, **MREG BULLARD LLC, a Delaware limited liability company**, ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, 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.

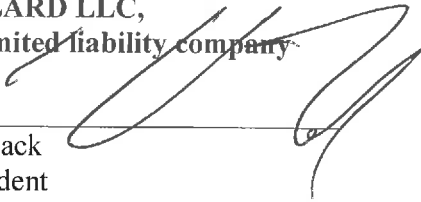
The easement conveyed is a non-exclusive easement and GRANTOR reserves for itself, its successors and assigns, all such rights and privileges in the real property described in Exhibit "A" that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not, modify, interfere with 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 ____ day of _____, 20__.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
MREG BULLARD LLC,
a Delaware limited liability company

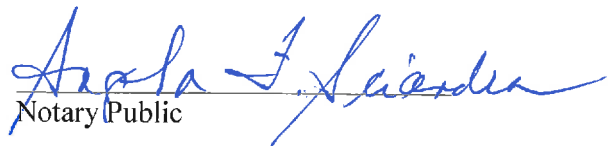
By: 
Richard Mack
Its: Vice President

Date: 10/8/21

STATE OF NEW YORK)
)ss.
County of New York)

On this 8th day of October, 2021, before me personally appeared Richard Mack, whose identity was proven to me on the basis of satisfactory evidence to be the person he claims to be, and acknowledged before me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity or entities upon behalf of which the person acted, executed the instrument.




Notary Public

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,
ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
CENTERPOINT
THE HUB - HARRISON ACCESS EASEMENT 2 NORTH
LEGAL DESCRIPTION

A portion of Lot 3 as shown on the Minor Land Division of "Centerpoint", as recorded in Book 1410, Page 23, Records of Maricopa County, Arizona, being situated within the Northwest quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 3 from which the Northeast corner thereof bears North 00°41'58" East, 1154.65 feet;

Thence North 89°18'29" West, 272.76 feet along the south line of said Lot 3 to a non-tangent curve, concave southerly, having a radius of 55.50 feet, the center of which bears South 89°18'29" East;

Thence leaving said south line and northerly & westerly along said curve, through a central angle of 144°56'15", an arc length of 140.39 feet to a tangent reverse curve, concave northeasterly, having a radius of 15.00 feet;

Thence southeasterly along said curve, through a central angle of 54°56'15", an arc length of 14.38 feet to a tangent line, said line being 25.50 feet north of and parallel with the south line of said Lot 3;

Thence along said parallel line, South 89°18'29" East, 159.55 feet to the east line of said Lot 3;

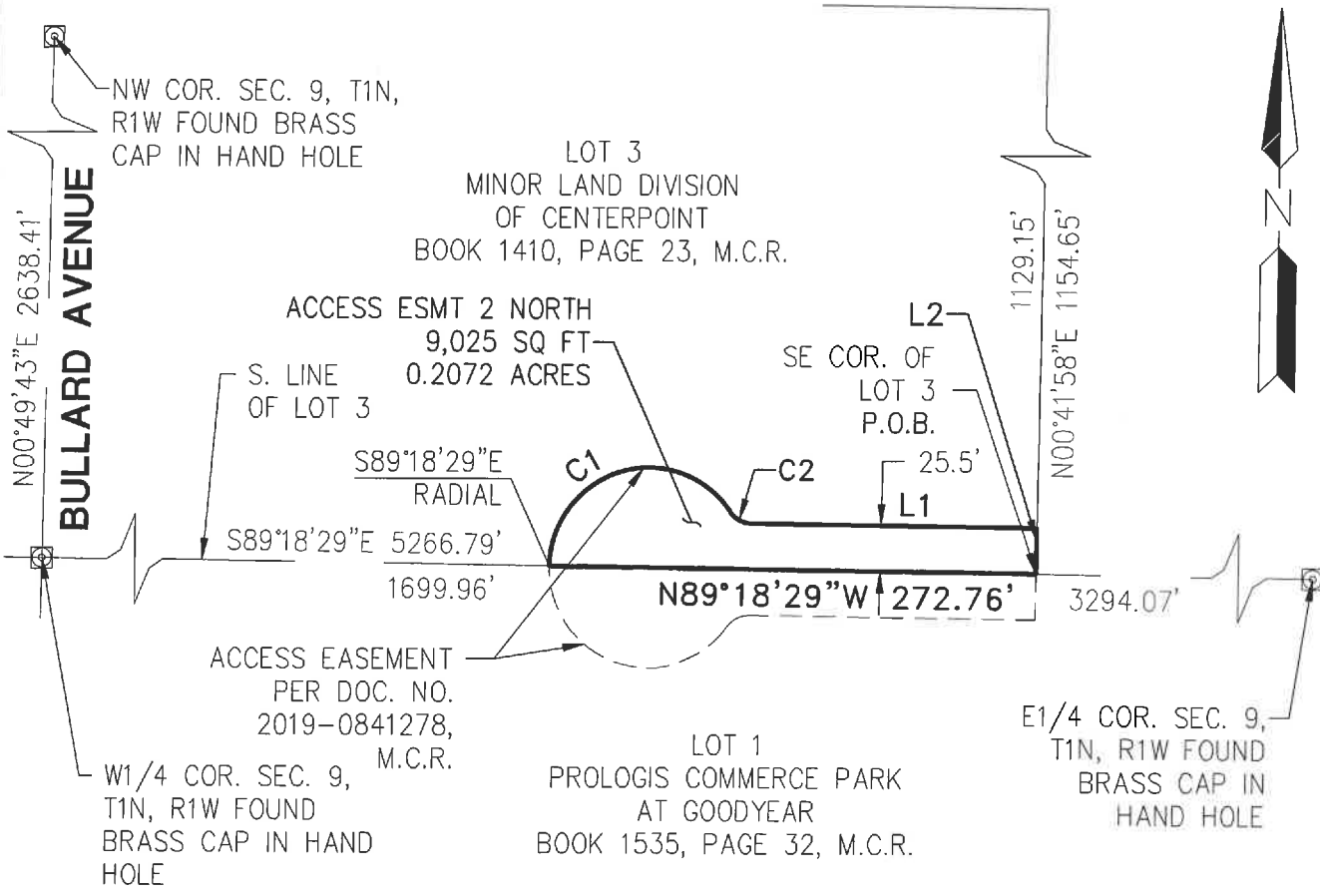
Thence along said east line, South 00°41'58" West, 25.50 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 9,025 sq. ft. (0.2072 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: March 2021





LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°18'29"E	159.55'
L2	S00°41'58"W	25.50'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.50'	144°56'15"	140.39'
C2	15.00'	54°56'15"	14.38'



P.O.B. – POINT OF BEGINNING

PAGE 2 OF 2

PROJ.NO.:	1854
DATE:	MAR. 2021
SCALE:	N.T.S.
DRAWN BY:	DSP/JDL
CHECKED BY:	KJP

CENTERPOINT
 THE HUB – HARRISON ACCESS ESMT 2 NORTH
 PHOENIX, ARIZONA
EXHIBIT "B"

HILGARTWILSON
 2141 E. HIGHLAND AVE., STE. 250
 PHOENIX, AZ 85016
 P: 602.490.0535 / F: 602.368.2436

EXHIBIT B
Emergency/Government Access Easement (Harrison North-West)

Attached hereto