

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-West)**

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

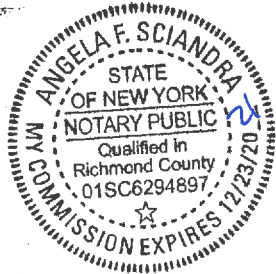
GRANTOR:
MREG BULLARD LLC,
a Delaware limited liability company

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.



Angela F. Sciandra
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 1 North

LEGAL DESCRIPTION

A portion of Lot 3 as shown on the Minor Land Division of "Centerpoint" filed as Book 1410, Page 23 and amended in the Affidavit of Correction recorded as document number 2018-876974 records of Maricopa County, Arizona situated within the West Half 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:

COMMENCING at a found brass cap in hand hole accepted as the West Quarter corner of said Section 9 from which a found brass cap in hand hole accepted as the Northwest corner of said Section 9 thereof bears North 00°49'43" East, 2638.41 feet;

Thence South 89°18'29" East, 65.00 feet along the south line of the Northwest Quarter of said Section 9 to a line being 65.00 feet east of and parallel with the west line of the Northwest Quarter of said Section 9 being the **POINT OF BEGINNING**;

Thence North 00°49'43" East, 25.50 feet along said parallel line;

Thence leaving said parallel line, South 89°18'29" East, 292.59 feet along a line being 25.50 feet north of and parallel with said south line to the beginning of a tangent curve, concave northerly, having a radius of 44.50 feet;

Thence leaving said parallel line and northeasterly along said curve, through a central angle of 45°00'00", an arc length of 34.95 feet to a tangent line;

Thence North 45°41'31" East, 23.99 feet;

Thence South 89°18'29" East, 118.91 feet along a line 55.50 feet north of and parallel with said south line to the beginning of a tangent curve, concave southerly, having a radius of 55.50 feet;

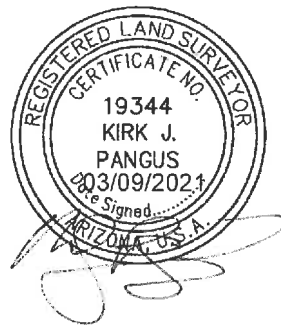
Thence leaving said parallel line and southeasterly along said curve, through a central angle of 90°00'00", an arc length of 87.18 feet to a non-tangent line being on said south line;

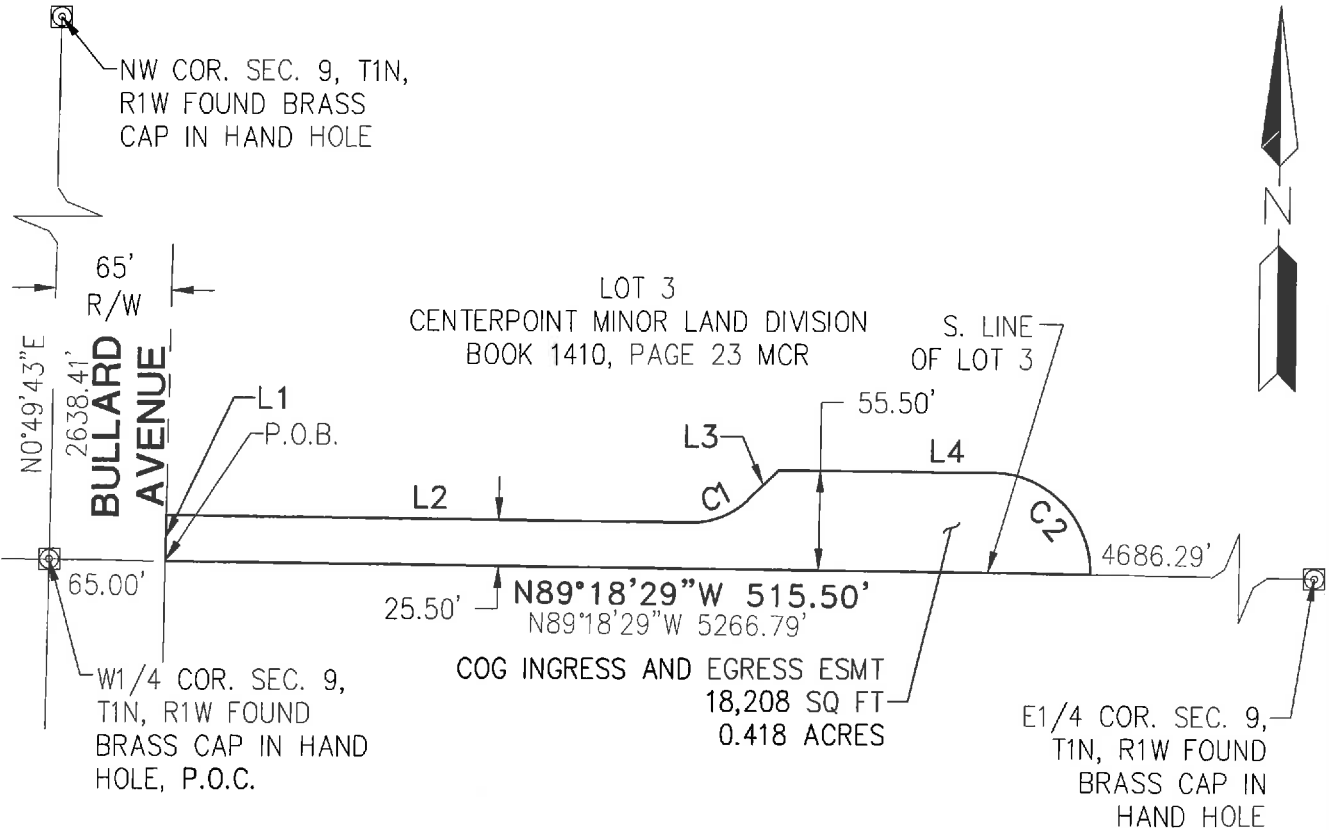
Thence North 89°18'29" West, 515.50 feet along said south line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 18,208 sq. ft. (0.418 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.

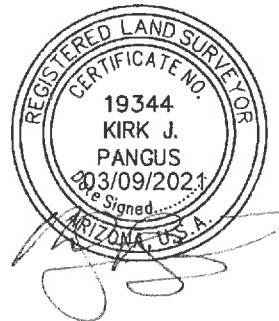
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1854
Date: March, 2021





LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°49'43"E	25.50'
L2	S89°18'29"E	292.59'
L3	N45°41'31"E	23.99'
L4	S89°18'29"E	118.91'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	44.50'	45°00'00"	34.95'
C2	55.50'	90°00'00"	87.18'



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

PAGE 3 OF 3

PROJ.NO.: 1854	CENTERPOINT Harrison Access Easement 1 North GOODYEAR, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: SEPT 2020		
SCALE: NTS		
DRAWN BY: DSP		
CHECKED BY: KJP		

EXHIBIT C
Beneficiary Consent and Subordination to Emergency/Government Services Access Easement
(Harrison North-East)

Attached hereto