

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 South-West)**

GRANTOR:

**PROLOGIS COMMERCE PARK 1
QOZB 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, **PROLOGIS COMMERCE PARK 1 QOZB 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:
PROLOGIS COMMERCE PARK 1 QOZB LLC,
a Delaware limited liability company

By: Prologis Commerce Park QOF 2 LLC,
a Delaware limited liability company
Its: Managing Member

By: Prologis, L.P.
a Delaware limited partnership
Its: Managing Member

By: Prologis, Inc.
a Maryland corporation
Its: General Partner

By: Jeff Foster
Name: Jeff Foster
Title: Vice President-Market Officer

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of September 2021, by Jeff Foster, Vice President-Market Officer of Prologis, Inc., a Maryland corporation, General Partner of Prologis, L.P., a Delaware limited partnership, being the Managing Member of Prologis Commerce Park QOF 2 LLC, a Delaware limited liability company, being the Managing Member of Prologis Commerce Park 1 QOBZ LLC, a Delaware limited liability company on behalf of said limited liability company.




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 SOUTH
LEGAL DESCRIPTION

A portion of Lot 1 as shown on the Final Plat of Prologis Commerce Pak at Goodyear, as recorded in Book 1535, Page 32, Records of Maricopa County, Arizona, being situated within the Southwest 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:

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 thereof bears North 00°49'43" East, 2638.41 feet;

Thence South 89°18'29" East, 65.00 feet along the north line of said Southwest Quarter to the northwest corner of said Lot 1, being the **POINT OF BEGINNING**;

Thence South 89°18'29" East, 515.50 feet along the north line of said Lot 1 to a non-tangent curve, concave northwesterly, having a radius of 55.50 feet, the center of which bears North 89°18'29" West;

Thence leaving said north line and southerly and westerly along said curve, through a central angle of 144°46'10", an arc length of 140.23 feet to a tangent reverse curve, concave southwesterly, having a radius of 15.40 feet;

Thence northwesterly along said curve, through a central angle of 54°46'10", an arc length of 14.72 feet to a tangent line, said line being 25.50 feet south of and parallel with the north line of said Lot 1;

Thence along said parallel line, North 89°18'29" West, 402.14 feet to a line being 65.00 feet east of and parallel with the west line of said Southwest Quarter;

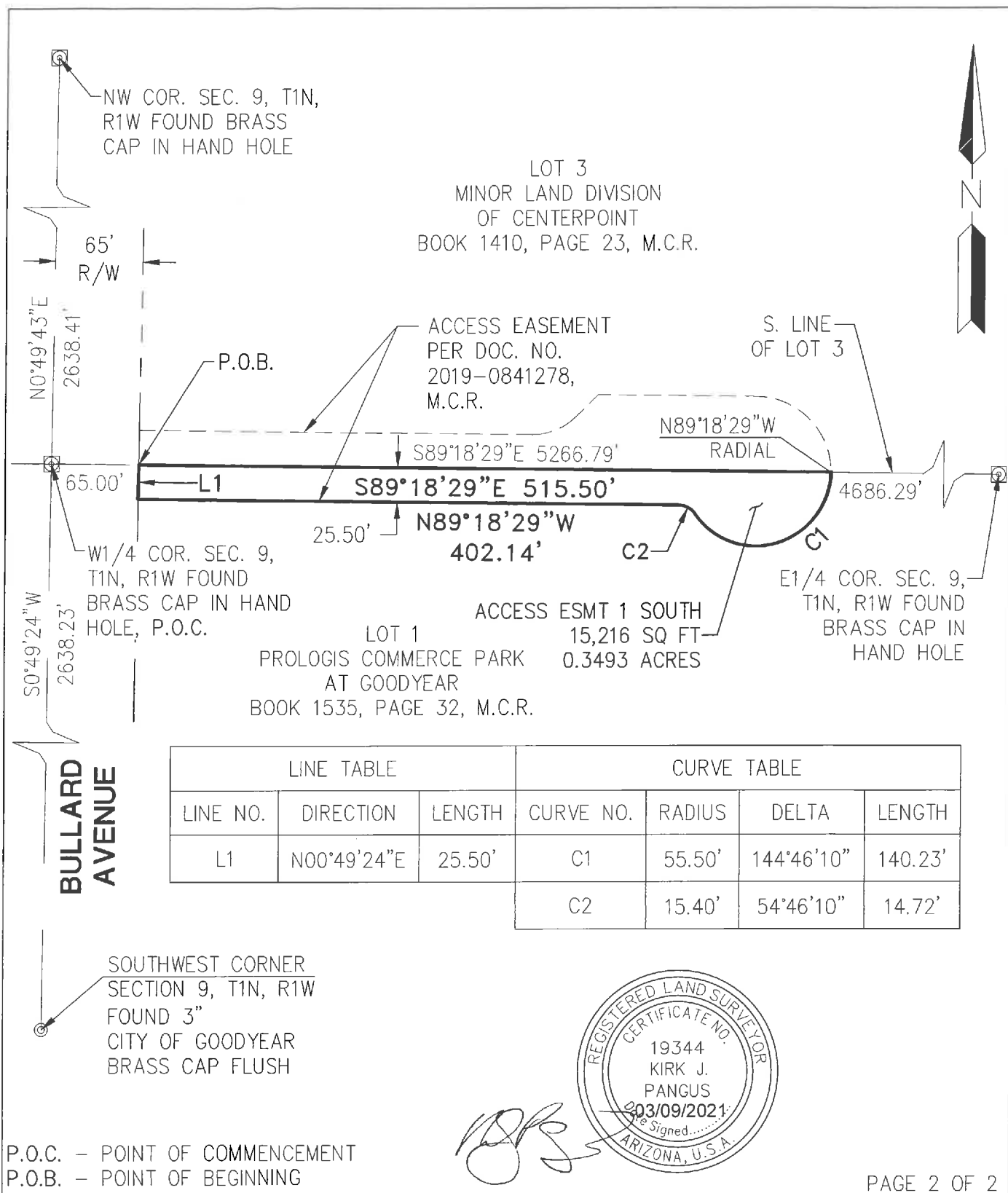
Thence along last said parallel line, North 00°49'24" East, 25.50 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 15,216 sq. ft. (0.3493 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





PAGE 2 OF 2

PROJ.NO.: 1854	CENTERPOINT THE HUB - HARRISON ACCESS ESMT 1 SOUTH PHOENIX, ARIZONA EXHIBIT "B"	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR. 2021		
SCALE: N.T.S.		
DRAWN BY: DSP/JDL		
CHECKED BY: KJP		