

DEDICATION STATEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT RG LAND PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY (HEREINAFTER "RGLP"), AND GLOBE CORPORATION, AN ILLINOIS CORPORATION (HEREINAFTER "GLOBE"), COLLECTIVELY OWN THE PROPERTY SUBJECT TO THIS FINAL PLAT GOODYEAR REGIONAL CENTER, A REPLAT OF LOTS 3, 4, 5, 6 AND 8 OF THE FINAL PLAT FOR "ESTRELLA FALLS REGIONAL SHOPPING CENTER" AS RECORDED IN BOOK 996 PAGE 38, RECORDS OF MARICOPA COUNTY, AS WELL AS TRACT A AND LOT 10 OF THE FINAL PLAT "A REPLAT OF LOT 9 OF ESTRELLA FALLS SHOPPING CENTER" AS RECORDED IN BOOK 1291, PAGE 7, RECORDS OF MARICOPA COUNTY, AND LOT 9 OF A "REPLAT OF A REPLAT OF LOT 9", AS RECORDED IN BOOK 1447, PAGE 10, RECORDS OF MARICOPA COUNTY, AS ADJUSTED BY THE LOT LINE ADJUSTMENT RECORD OF SURVEY AS RECORDED IN BOOK 1651, PAGE 41, RECORDS OF MARICOPA COUNTY, AND HAVE SUBDIVIDED UNDER THE NAME OF "GOODYEAR REGIONAL CENTER" A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON (THE "SUBJECT PROPERTY"). RGLP AND GLOBE HEREBY DECLARE THAT SAID FINAL PLAT GOODYEAR REGIONAL CENTER SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, ON SAID FINAL PLAT GOODYEAR REGIONAL CENTER.

RGLP HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION (HEREINAFTER "THE CITY"), IN FEE, THE STREETS DESIGNATED AS "R/W DHO" SHOWN ON THIS FINAL PLAT GOODYEAR REGIONAL CENTER AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN. GLOBE HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY IN FEE THE STREETS DESIGNATED AS "R/W DHO" SHOWN ON THIS FINAL PLAT GOODYEAR REGIONAL CENTER AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN.

FOR THE PURPOSES DESCRIBED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN, RGLP HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC ACCESS AND UTILITY EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER DESIGNATED AS "P.A.U.E. DHO" AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN, AND GLOBE HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC

ACCESS AND UTILITY EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER DESIGNATED AS "P.A.U.E. DHO" AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN. THE PURPOSES OF THE PUBLIC ACCESS AND UTILITY EASEMENTS GRANTED IN THIS PARAGRAPH ARE AS FOLLOWS: THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC STREETS BY THE CITY AND ITS PERMITTEES; THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC SIDEWALKS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF STORM WATER AND DRAINAGE IMPROVEMENTS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES BY THE CITY AND ITS PERMITTEES WITHIN SUCH EASEMENT AREAS AS DESIGNATED BY THE CITY; INGRESS AND EGRESS BY THE PUBLIC, INCLUDING EMERGENCY SERVICE PROVIDERS, OVER SUCH PUBLIC STREETS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER SUCH PUBLIC SIDEWALKS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; AND ACCESS BY THE CITY AND ITS PERMITTEES AS NEEDED IN FURTHERANCE OF THE FOREGOING. THE DESIGN AND CONSTRUCTION OF SUCH PUBLIC STREETS AND SIDEWALKS CONSTRUCTED WITHIN THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE SUPPLEMENTARY DESIGN GUIDELINES FOR GSQ REGIONAL CENTER DATED AUGUST 2023 APPROVED BY THE CITY ON AUGUST 16, 2023, A COPY OF WHICH IS ON FILE WITH THE CITY. EACH FEE OWNER OF A PORTION OF THE SUBJECT PROPERTY UPON WHICH THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS ARE LOCATED (EACH A "RESPONSIBLE OWNER") SHALL BE RESPONSIBLE FOR CONSTRUCTING, MAINTAINING IN GOOD CONDITION, REPAIRING AND REPLACING ALL PUBLIC STREETS, PUBLIC SIDEWALKS, AND ALL STORM WATER AND DRAINAGE IMPROVEMENTS CONSTRUCTED WITHIN THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS LOCATED WITHIN SUCH FEE OWNER'S PROPERTY (THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES REASONABLY DETERMINES THAT THE APPLICABLE RESPONSIBLE OWNER HAS FAILED TO PERFORM ITS APPLICABLE MAINTENANCE WORK, UPON AT LEAST FIFTEEN DAYS' PRIOR NOTICE TO THE APPLICABLE RESPONSIBLE OWNER AND SUCH RESPONSIBLE OWNER'S FAILURE TO CURE SAME WITHIN SUCH 15-DAY PERIOD (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNEES), THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT THE APPLICABLE RESPONSIBLE OWNER'S EXPENSE. THE APPLICABLE RESPONSIBLE OWNER SHALL REIMBURSE THE CITY FOR ALL REASONABLE COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK FOR WHICH SUCH

APPLICABLE RESPONSIBLE OWNER IS RESPONSIBLE, AND SUCH APPLICABLE RESPONSIBLE OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS ARISING FROM OR RELATED TO SUCH APPLICABLE RESPONSIBLE OWNER'S FAILURE TO PERFORM ITS REQUIRED MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. RGLP, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY. GLOBE, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY. ~~IN~~

~~ADDITION, THE CITY HAS THE RIGHT TO, AND MAY, APPROVE AND CONSENT TO ADDITIONAL REASONABLE EASEMENTS TO BE GRANTED BY RGLP AND/OR GLOBE OVER THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS TO FACILITATE THE DEVELOPMENT AND USE OF THE SUBJECT PROPERTY, SO LONG AS THE USES OF SUCH ADDITIONAL EASEMENTS ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC ACCESS AND UTILITY EASEMENT AREAS BY THE CITY.~~ THE PUBLIC ACCESS AND

UTILITY EASEMENTS DEDICATED IN THIS PARAGRAPH RUN WITH THE LAND AND ARE BINDING UPON GLOBE AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN AND UPON RGLP AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN.

FOR THE PURPOSES DESCRIBED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN, RGLP HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC UTILITY AND SIDEWALK EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "P.U.S.E. DHO" AND INCLUDED WITHIN THE RGLP PROPERTY AS DESCRIBED HEREIN, AND GLOBE HEREBY DEDICATES TO THE CITY EXCLUSIVE PUBLIC UTILITY AND SIDEWALK EASEMENTS UPON, OVER, ACROSS, AND UNDER ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "P.U.S.E DHO" AND INCLUDED WITHIN THE GLOBE PROPERTY AS DESCRIBED HEREIN. THE PURPOSES OF THE PUBLIC UTILITY AND SIDEWALK EASEMENTS GRANTED IN THIS PARAGRAPH ARE AS FOLLOWS: THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF PUBLIC SIDEWALKS BY THE CITY AND ITS PERMITTEES; THE INSTALLATION BY THE CITY AND ITS PERMITTEES OF PUBLIC UTILITIES, WHICH DOES NOT INCLUDE STORM WATER AND DRAINAGE FACILITIES, WITHIN SUCH EASEMENT AREAS AS DESIGNATED BY THE CITY; PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER SUCH PUBLIC SIDEWALKS UPON THEIR COMPLETION AND ACCEPTANCE BY THE CITY SUBJECT TO THE COMPLETION OF THE TWO-YEAR WARRANTY PERIOD; AND ACCESS BY THE CITY AND ITS PERMITTEES AS NEEDED IN

FURTHERANCE OF THE FOREGOING. THE DESIGN AND CONSTRUCTION OF SUCH PUBLIC SIDEWALKS CONSTRUCTED WITHIN THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS SHALL BE IN ACCORDANCE WITH THE SUPPLEMENTARY DESIGN GUIDELINES FOR GSQ REGIONAL CENTER DATED AUGUST 2023 APPROVED BY THE CITY ON AUGUST 16, 2023, A COPY OF WHICH IS ON FILE WITH THE CITY. EACH FEE OWNER OF A PORTION OF THE SUBJECT PROPERTY UPON WHICH THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS ARE LOCATED (EACH A "RESPONSIBLE OWNER") SHALL BE RESPONSIBLE FOR CONSTRUCTING, MAINTAINING IN GOOD CONDITION, REPAIRING AND REPLACING ALL PUBLIC SIDEWALKS WITHIN SUCH FEE OWNER'S PROPERTY (THE "SIDEWALKS MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE SIDEWALKS MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES REASONABLY DETERMINES THAT THE APPLICABLE RESPONSIBLE OWNER HAS FAILED TO PERFORM ITS APPLICABLE SIDEWALKS MAINTENANCE WORK, UPON AT LEAST FIFTEEN DAYS' PRIOR NOTICE TO THE APPLICABLE RESPONSIBLE OWNER, AND SUCH RESPONSIBLE OWNER'S FAILURE TO CURE SAME WITHIN SUCH 15-DAY PERIOD (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNEES), THE CITY MAY UNDERTAKE SUCH SIDEWALKS MAINTENANCE WORK AT THE APPLICABLE RESPONSIBLE OWNER'S EXPENSE. THE APPLICABLE RESPONSIBLE OWNER SHALL REIMBURSE THE CITY FOR ALL REASONABLE COSTS THE CITY INCURS IN PERFORMING ANY SIDEWALKS MAINTENANCE WORK FOR WHICH SUCH APPLICABLE RESPONSIBLE OWNER IS RESPONSIBLE, AND SUCH APPLICABLE RESPONSIBLE OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AGAINST ALL CLAIMS ARISING FROM OR RELATED TO SUCH APPLICABLE RESPONSIBLE OWNER'S FAILURE TO PERFORM ITS REQUIRED SIDEWALKS MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. RGLP, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS BY THE CITY. GLOBE, ON BEHALF OF ITSELF AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN, RESERVES THE RIGHT TO USE THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS FOR USES THAT ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS BY THE CITY. ~~IN ADDITION, THE CITY HAS THE RIGHT TO, AND MAY, APPROVE AND CONSENT TO ADDITIONAL REASONABLE EASEMENTS TO BE GRANTED BY RGLP AND/OR GLOBE OVER THE PUBLIC UTILITY AND SIDEWALK EASEMENT AREAS TO FACILITATE THE DEVELOPMENT AND USE OF THE SUBJECT PROPERTY, SO LONG AS THE USES OF SUCH ADDITIONAL EASEMENTS ARE NOT INCONSISTENT WITH AND DO NOT ADVERSELY INTERFERE WITH THE USE OF THE PUBLIC UTILITY~~

~~AND SIDEWALK EASEMENT AREAS BY THE CITY.~~ THE PUBLIC UTILITY AND SIDEWALK EASEMENTS DEDICATED IN THIS PARAGRAPH RUN WITH THE LAND AND ARE BINDING UPON GLOBE AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE GLOBE PROPERTY DESCRIBED HEREIN AND UPON RGLP AND ALL SUCCESSORS IN INTEREST OR TITLE TO ALL OR PART OF THE RGLP PROPERTY DESCRIBED HEREIN.

FOR THE AVOIDANCE OF DOUBT, BY ACCEPTANCE OF THE RECORDATION OF THIS FINAL PLAT GOODYEAR REGIONAL CENTER, THE CITY CONFIRMS THAT EACH OF RGLP AND GLOBE ARE DEEMED TO BE PERMITTEES TO THE EXTENT THAT RGLP AND/OR GLOBE DESIRE TO EXERCISE ANY RIGHTS GRANTED IN THIS FINAL PLAT GOODYEAR REGIONAL CENTER TO PERMITTEES OF THE CITY. IN ADDITION, IF A PROPERTY OWNER'S ASSOCIATION MADE UP OF AT LEAST ALL OF THE PROPERTY OWNERS OWNING THE SUBJECT PROPERTY IS ESTABLISHED WHICH ASSUMES THE OBLIGATIONS OF THE APPLICABLE RESPONSIBLE OWNERS FOR THE OBLIGATIONS (INCLUDING ANY INDEMNITY, DEFENSE AND/OR HOLD HARMLESS OBLIGATIONS) SET FORTH IN THIS DEDICATION STATEMENT, THEN UPON NOTICE TO THE CITY OF SUCH ESTABLISHMENT AND ASSUMPTION, THE CITY AGREES THEREAFTER TO FIRST PURSUE SUCH PROPERTY OWNER'S ASSOCIATION IF THERE IS A DEFAULT IN OR BREACH OF SUCH ASSUMED OBLIGATIONS; IN SUCH EVENT, THE CITY WILL PROVIDE SUCH PROPERTY OWNER'S ASSOCIATION AND ANY APPLICABLE PROPERTY OWNER NOTICE OF ANY SUCH DEFAULT OR BREACH AND AT LEAST FIFTEEN DAYS TO CURE SUCH DEFAULT OR BREACH (PROVIDED, HOWEVER, NO PRIOR NOTICE FROM THE CITY OR CURE PERIOD WILL BE REQUIRED IF THERE IS AN EMERGENCY REQUIRING IMMEDIATE REPAIRS AS DETERMINED BY THE CITY ENGINEER AND/OR ANY OF THE CITY ENGINEER'S DESIGNEES). FAILING SUCH TIMELY CURE BY THE ASSOCIATION, THE CITY SHALL HAVE THE RIGHT TO PURSUE BOTH THE PROPERTY OWNER'S ASSOCIATION AND THE APPLICABLE PROPERTY OWNER(S) FOR SUCH DEFAULT OR BREACH.

RG LAND PARTNERS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BY: GOODYEAR PRINCIPALS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER

BY: _____
NAME: MICHAEL L. EBERT
ITS: MANAGER