

When recorded mail to:

City of Goodyear
City Clerk / cb
1900 N. Civic Square
Goodyear, Arizona 85395
QS-087A

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

CONSTRUCTION, MAINTENANCE, AND ACCESS EASEMENT AGREEMENT

This Construction, Maintenance, and Access Easement Agreement (the "Agreement") is entered into by and between the City of Goodyear, an Arizona municipal corporation ("Goodyear" or the "City") and The Cincinnati Reds LLC, a Delaware limited liability company (the "Reds"). Goodyear and the Reds are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

Goodyear owns certain real property generally located on the east side of S. Estrella Parkway between S. Wood Blvd. and S. Bullard Ave., more particularly described as Lot 34 of the Final Plat for Ballpark Village-Wood Corporate Campus recorded in the Official Records of Maricopa County, Arizona Recorder at Book 996 page 50 ("Lot 34").

Goodyear also owns certain real property adjacent to Lot 34, more particularly described as Lot 36 of the Final Plat for Ballpark Village-Wood Corporate Campus recorded in the Official Records of Maricopa County, Arizona Recorder at Book 996 page 50 a portion of which is being used by the Major League Baseball team known as the Cleveland Guardians ("Guardian's Facilities").

The Reds owns and operates the Major League Baseball team, known as the Cincinnati Reds, and is a party to a Sports Facilities Use Agreement by and between The City of Goodyear, Arizona and The Cincinnati Reds, LLC, a Delaware limited liability company dated July 14, 2008 as it has been amended, copies of which are on file with the Goodyear City Clerk (the "Reds Use Agreement").

Under the terms of the Reds Use Agreement, The Reds have the right to use facilities constructed within a portion of Lot 34 as described in the Reds Use Agreement for the uses described in the Reds Use Agreement (the "Reds Facilities").

Goodyear has installed a perimeter fence around the Reds Facilities and the Guardian's Facilities.

Goodyear's staff maintains the Reds Facilities, the Guardian's Facilities, and its property and equipment located outside the perimeter fences around these facilities, which involves driving motorized equipment around the facilities and within the facilities.

Goodyear's staff accesses the Reds Facilities through an existing gate in the southern part of the perimeter fence that is locked and only accessible to Goodyear's staff.

The Reds intend to house certain individuals involved with the operation of the Cincinnati Reds, which may include the Reds directors, officers, employees, interns, volunteers, baseball players and members of the baseball players family (collectively, "Reds Personnel") in apartments being constructed within the Apartment Complex Property (defined below).

The Apartment Complex Property is adjacent to the Reds Facilities and the Reds seek an agreement with Goodyear to allow the Reds, at its sole cost and expense, the right to construct, operate, maintain, repair, and replace improvements over, upon, within, under, and through portions of Lot 34 outside the perimeter fence around the Red's Facilities, to install the Perimeter Fence Gate (defined below), and to allow Reds Personnel to access the Reds Facilities from the Apartment Complex Property through the Perimeter Fence Gate.

Goodyear is willing to grant the Reds the right to access Lot 34 to construct, operate, maintain, repair, and replace improvements over, upon, within, under, and through a portion of Lot 34 to provide access from the Apartment Complex Property to the Reds Facilities, to install the Perimeter Fence Gate, and to allow Reds Personnel to access the Reds Facilities through such improvements subject to the terms and conditions set forth below.

The rights granted herein are for the sole and exclusive benefit of the Reds and Reds Personnel and nothing contained in this Agreement is intended to create rights for third parties and/or the general public to utilize the Access Easement Area without the prior written consent of the Reds and Goodyear.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The recitals describe above are incorporated and made a part of this Agreement.
2. Definitions. Terms not defined elsewhere in this Agreement shall have the following meanings.

"Access Easement Area" means the portion of Lot 34 legally described and

depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

"Access Improvements" means the improvements that are to be constructed within the Access Easement Area as generally described in the document titled "Pedestrian PAD Exhibit" (defined below), which improvements include, but are not limited to, fencing, sidewalks, retaining walls, the Perimeter Fence Gate (defined below) and the Security Equipment (defined below).

"Apartment Complex Property" means in a portion of Lot 33 of the Final Plat for Ballpark Village-Wood Corporate Campus recorded in the Official Records of Maricopa County, Arizona Recorder at Book 996 page 50 identified as Parcel #1 in that certain document titled The Diamond Apts at Ballpark Village attached hereto as Exhibit "D" and incorporated herein by this reference.

"Ballpark General Manager" means the person designated by the City as the Ballpark General Manager, Goodyear Ballpark, 1933 S. Ballpark Way, Goodyear AZ 85338 (623.882.3120).

"Claims" means claims, actions, liabilities, damages, losses, expenses, fines, penalties, judgments, demands, defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, court costs, attorneys' fees, costs of claim processing, investigation, litigation, settlement negotiations and arbitration) and amounts paid in compromise or settlement.

"Drainage Improvements" mean the improvements that are to be constructed within the Temporary Construction Area for the conveyance, retention and disposal of stormwater as generally described in that certain document titled "Pedestrian PAD Exhibit" (defined below).

"Existing Drainage Improvements" mean the drainage improvements located within the Temporary Construction Area that are to be removed and/or modified as generally described in that certain document titled "Pedestrian PAD Exhibit" (defined below).

"Goodyear Locks" means the locks Goodyear attaches to the manual locking system installed on the two side gates that are to be installed as described in paragraph 10 below.

"Indemnatee(s)" means the City of Goodyear, an Arizona municipal corporation, its elected officials, officers, directors, employees, agents and representatives.

"Pedestrian PAD Exhibit" means that document attached hereto as Exhibit "C" and incorporated herein by this reference.

"Perimeter Fence Gate" means the gate in the perimeter fencing around the Reds Facilities that will be either modified or removed and replaced to provide Reds Personnel access from the Apartment Complex Property to the Reds Facilities through the gate, which shall include wind screening to match existing wind screening installed on the perimeter fencing around the Reds Facilities.

"Security Equipment" means an improvements, features, and equipment described in paragraph 7, including all subparagraphs.

"Temporary Construction Area" means the portion of Lot 34 legally described and depicted in Exhibit B attached hereto and incorporated herein by this reference.

3. Term. This Agreement shall become effective upon the date it is fully executed by the Parties and shall automatically expire on the date the Reds Use Agreement expires or is terminated unless the Reds Use Agreement is renewed or a new use agreement is entered, in which case this Agreement shall expire when such renewal or new use agreement expires or is terminated.

4. Termination. Goodyear may terminate this Agreement and the easements granted herein early upon thirty days written notice to the Reds upon the occurrence of any of the following:

a. Goodyear's discovery that the Reds do not have a contract with the owner of the Apartment Complex Property pursuant to which the Reds leases apartments for the Red's employees; or

b. Goodyear's discovery that persons other than Reds Personnel and City staff have been entering the Access Easement Area and/or the Red Facilities through the Perimeter Fence Gate; or

c. The Reds have breached any of the terms of this Agreement.

5. Temporary Construction Easement. Subject to the terms and conditions set forth in this Agreement, Goodyear grants to the Reds a temporary construction easement within, over, under and through the Temporary Construction Area for the following purpose. The temporary construction easement granted herein is a temporary easement for use by the Reds and its permittees for entering the Temporary Construction Area and removing and/or modifying Existing Drainage Improvements, constructing and installing replacement Drainage Improvements, and for repairing Drainage Improvements during the two-year warranty period following the completion of the Drainage Improvements. For purposes of the temporary construction easement granted herein, permittees shall include the Reds directors, officers, and employees, and all other persons and entities (contractors, sub-contractors, and other entities), including their respective employees, agents, and representatives, authorized by the Reds to work within the Temporary

Construction Area for the purposes described herein. Following the completion and approval of the Drainage Improvements, Goodyear shall own and maintain the Drainage Improvements located within the Temporary Construction Area subject to the Reds completion of the two-year warranty period. The temporary construction easement granted herein shall terminate following Goodyear's acceptance of the Drainage Improvements being installed within the Temporary Construction Area and the completion of the two-year warranty period.

6. Construction and Maintenance Easement. Subject to the terms and conditions set forth herein, Goodyear grants to the Reds a construction and maintenance easement within, over, under and through the Access Easement Area for the following purpose. The construction and maintenance easement granted herein is for use by the Reds and its permittees for entering the Access Easement Area and constructing, operating, inspecting, maintaining, repairing, replacing, and removing Access Improvements. For purposes of the construction and maintenance easement granted herein, permittees shall include the Reds directors, officers, and employees, and all other persons and entities (contractors, sub-contractors, and other entities, including their respective employees, agents, and representatives) authorized by the Reds to work within the Access Easement Area for the purposes described herein.

a. Construction Security. Until the access easement granted in paragraph 8 below is effective, the Reds shall, at the Reds sole cost and expense, take all measures needed to prohibit persons other than City staff from entering the Reds Facilities. If the Perimeter Fence Gate has been installed and can be locked manually, the Ballpark General Manager shall have the Perimeter Fence Gate locked manually. If the Perimeter Fence Gate cannot be locked, or if it has not been completed, the Reds, at the request of the Ballpark General Manager, shall, at the Reds sole cost and expense, provide security to prohibit persons other than City staff from entering the Red Facilities through the Perimeter Fence Gate or, if the gate has not been installed, through any opening in the perimeter fencing around the Red Facilities created by the Reds or its permittees. The security required to be provided herein shall be provided twenty-four hours a day until the Perimeter Fence Gate has been installed and has been locked manually by Goodyear.

7. Security Equipment. The Access Improvements installed within the Access Easement shall include the following improvements, features and/or equipment:

a. The Perimeter Fence Gate shall include the following features and improvements:

i. A manual locking system so that the Perimeter Fence Gate can be locked by keys; and

ii. An alarm system that will alert Reds staff if the Perimeter

Fence Gate is not closed; and

iii. An access control system that can limit access from the Apartment Complex Property through the Perimeter Fence Gate to the Reds Facility to Reds Personnel and City staff; and

b. Security cameras shall be installed within the Access Improvements and within the Reds Facilities that record activity within the Access Improvements; persons entering the Access Improvements from the Apartment Property; and persons entering the Reds Facilities through the Perimeter Fence Gate.

c. Lighting sufficient to illuminate the Access Improvements at night shall be installed.

d. A manual locking system on the two side gates that are to be installed as described in paragraph 10 below so that the gates can be locked by with Goodyear Locks with Goodyear staff having the only keys to the installed locks.

8. Access Easement. Subject to the terms and conditions set forth herein, Goodyear grants to the Reds an access easement within, over, and through the Access Easement Area for the following purpose. The access easement granted herein is for the purpose of allowing Reds Personnel to access the Reds Facilities from the Apartment Complex Property over the Access Easement Area through the Perimeter Fence Gate. The access easement granted herein shall not become effective until all the Access Improvements, except the required wind screening, have been installed and are operational. Until the Reds demonstrate to the reasonable satisfaction of the Ballpark General Manager that the required Access Improvements, including the Security Equipment, have been installed and are operational, the Reds Personnel shall not access the Reds Facilities through the Perimeter Fence Gate. The Reds shall not have access through the two side gates that are to be installed as described in paragraph 10 below.

9. Construction Requirements. All work performed under the terms of this Agreement and the construction, maintenance, operation, repair, replacement and removal of the improvements installed within the Temporary Construction Area and the Access Easement Area shall be at the Reds sole cost and expense. The Reds are responsible for ensuring that all improvements being installed, and work being done within the Access Easement Area and Temporary Construction Area comply with all applicable local, state and federal laws, rules, and regulations, including, but not limited to City of Goodyear Engineering Design Standards and Policies and the terms of this Agreement.

10. Goodyear Access. The Access Improvements shall be constructed with two side gates with the locking mechanisms described in paragraph 7 so that City staff can continue to operate motorized equipment around the perimeters of the Reds Facilities. Goodyear shall be entitled to attach Goodyear Locks to the locking mechanisms on the

side gates, and access through the two side gates shall be limited to City staff.

11. Ownership and Maintenance of Access Improvements. The Reds shall own all Access Improvements except the Perimeter Fence Gate and the Goodyear Locks, which will be owned by Goodyear. During the time this Agreement is in effect, the Reds, at its sole cost and expense, shall maintain the Access Improvements, including the Perimeter Fence Gate in good, safe, and working condition at all times.

12. Operational Requirements. As a condition of Goodyear entering into this agreement and granting the easements granted to herein, Goodyear requires the Reds to comply with the following conditions:

a. The Reds shall program the access control system, required to be installed, to limit access to the Reds Facilities through the Perimeter Fence Gate to Reds Personnel and to allow City staff, identified by the Ballpark General Manager, access to the Reds Facilities through the Perimeter Fence Gate.

b. The Reds shall operate the security cameras that are required to be installed twenty-four hours a day 365 days a year and recordings shall be kept for a minimum of thirty (30) days. Upon the request of the Ballpark General Manager, which may be requested verbally, the Reds shall provide the Ballpark General Manager copies of recordings from security cameras installed within the Access Improvements and within the Reds Facilities within twenty-four hours of the request.

c. The Reds shall operate the alarm system to be installed on the Perimeter Fence Gate that will alert Reds staff if the Perimeter Fence Gate is not closed. The Reds shall take all measures necessary to close the Perimeter Fence Gate. If the Perimeter Fence Gate cannot be closed until repairs are made, the Reds shall lock the Perimeter Fence Gate manually and the Perimeter Fence Gate shall not be accessed by Reds Personnel or City staff until the necessary repairs are made. If the Perimeter Fence Gate cannot be closed and locked manually, the Reds shall, at the Reds sole cost and expense, provide security to prohibit persons from entering the Red Facilities through the Perimeter Fence Gate. The security required to be provided herein shall be provided twenty-four hours a day until either the Perimeter Fence Gate has been fully repaired or can be closed and locked manually.

13. Lien Free. The Reds shall keep Lot 34 free and clear of construction, mechanics', materialmans' or other liens or encumbrances of any kind (collectively "Liens") related to or arising from the Reds exercise of its rights under this Agreement. The Reds shall, at its sole cost and expense, take all actions necessary to remove any Liens filed or recorded against Lot 34- that relate to or arise from the Reds exercise of its rights under this Agreement. If any Liens related to or arising from the Reds exercise of its rights under this Agreement are filed or recorded against Lot 34 and the Reds fail to timely remove such Liens, Goodyear shall be entitled to take whatever actions it deems

necessary to remove such Liens and the Reds shall reimburse Goodyear for the costs it incurred in removing such Liens. The provisions in this paragraph 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. During the term of this Agreement, the Reds shall procure and maintain the following insurance policies reflected below:

Commercial General Liability Insurance that includes coverage for bodily injury, property damage, personal injury, products and completed operations, contractual liability

Workers' Compensation - \$1,000,000 per accident and per employee for bodily injury/disease

Umbrella/Excess Liability – coverage to apply above the coverage in the policies listed above

The commercial general liability insurance policy shall provide single limit insurance coverage in an amount of not less than ten million dollars (\$10,000,000 per occurrence) with deductibles not exceeding one hundred thousand dollars (\$100,000 per occurrence). This required limit of insurance may be evidenced by any combination of primary commercial general liability and excess liability policies.

The insurance policies required herein shall meet the following requirements:

All insurance coverages shall be on an occurrence basis.

Unless otherwise approved in writing by Goodyear's Risk Manager, all insurance policies shall be provided by insurer(s) with a Best rating of "A-" or better.

All insurance policies shall be primary and endorsed to name the City of Goodyear, an Arizona municipal corporation, its elected officials, officers, directors, employees, agents and representatives shall be named as additional insureds.

All insurance policies shall be primary and endorsed to waive rights of subrogation against the City of Goodyear, an Arizona municipal corporation, its elected officials, officers, directors, employees, agents and representatives.

None of the policies shall be cancelable or subject to reduction of coverage or other modification except upon thirty (30) days prior written notice to Goodyear.

15. The Reds shall provide Goodyear certificate(s) of insurance evidencing compliance with the foregoing requirements. The coverages reflected above shall be furnished by the Reds to the City each year at least thirty (30) days prior to the opening

of the applicable Spring Training Season.

16. Indemnification. As consideration for the granting of Access Easement, the Reds shall, to the fullest extent of the law, defend, indemnify, and hold harmless the Indemnitees against any and all Claims asserted against, incurred by or imposed upon any Indemnatee for bodily injury, personal injury, (including death), loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the acts or omissions of the Reds, its employees, agents, representative, and any entity (including their respective employees, agents, independent contractors, and representatives) in the exercise of any of the rights, obligations, responsibilities and/or performance under this Agreement; and shall, to the fullest extent of the law, defend, indemnify, and hold harmless the Indemnitees against any and all Claims asserted against, incurred by, or imposed upon any Indemnatee for bodily injury, personal injury (including death), loss or damage to tangible or intangible property resulting from the use of the Access Improvements and/or the use of the Access Easement by any person (authorized or unauthorized), including by way of example but not limitation, claims arising from injuries resulting from fly balls leaving the Reds Facilities and hitting someone walking through the Access Improvements and/or using the Access Easement. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of a failure to comply with any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances be indemnified by the Reds from and against any and all Claims except for Claims arising solely from the gross negligence or intentional wrongdoing of the Indemnatee. It is agreed that the Reds will be responsible for primary loss investigation, defense, settlement, and judgment costs where this indemnification is applicable. In consideration of the granting of the easement herein, the Reds agree to waive all rights of subrogation against the Indemnitees for claims and losses subject to Indemnification hereunder. The terms of this paragraph 16 shall survive the expiration or earlier termination of this Agreement.

17. Damage to Reds Facilities. The Reds shall be responsible for all damages to the perimeter fence and Perimeter Fence Gate caused by Reds Personnel accessing the Reds Facilities through the Perimeter Fence Gate. The Reds are responsible for repairing any damage to the Perimeter Fence Gate. Goodyear is responsible for repairing any damage to the Reds Facilities, including the perimeter fence, and the Reds shall reimburse Goodyear the costs it incurred in making such repairs provided such damage is caused by the acts or omissions of Reds Personnel or its permittees.

18. Removal. Upon the expiration or earlier termination of this Agreement and the easements granted herein, the Reds shall, at its sole expense, remove the Access Improvements other than the Perimeter Fence and restore the Access Easement Area to a condition that will allow City staff to operate motorized equipment around the perimeters of the Reds Facilities and the Guardians Facilities and access the Reds Facilities through

the Perimeter Fence Gate. If the Access Improvements other than the Perimeter Fence are not removed and the Access Easement Area not restored within 90 days after the termination of this Agreement and the easement granted herein, Goodyear may remove the Access Improvements other than the Perimeter Fence and restore the Access Easement Area and the Reds shall reimburse Goodyear for the costs it incurred in doing so. The terms of this paragraph 18 shall survive the expiration or earlier termination of this Agreement.

19. Entire Agreement and Waiver. This Agreement and the exhibits referred to herein and attached hereto, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between the Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

20. Amendments and Assignments. This Agreement and the easements granted herein are personal and exclusive to the Reds and may not be assigned unless agreed to in a writing by Goodyear. Goodyear's decision whether to allow or reject the assignment of this Agreement and the easements granted herein shall be at Goodyear's sole discretion. In order for an amendment or an assignment of this Agreement to become effective, the Party seeking the amendment or assignment shall submit its proposed amendment or assignment in writing to the other Party for review. To be effective, amendments and assignments shall be approved by the Goodyear City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments and assignments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

21. Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511 and may be terminated by the City in accordance with such provisions.

22. Notices and Filings. Any and all notices, filings, approvals, consents, reports or other communications required or permitted by this Agreements shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

GOODYEAR:

City of Goodyear
Attn: City Manager
1900 North Civic Square
Goodyear, Arizona 85395

copy to:

Goodyear Ballpark
Ballpark General Manager
1933 S. Ballpark Way
Goodyear AZ 85338

copy to:

City of Goodyear
Attn: City Attorney
1900 North Civic Square
Goodyear, Arizona 85395

copy to:

City of Goodyear
Attn: Real Estate Coordinator
1900 North Civic Square
Goodyear, Arizona 85395

THE REDS:

The Cincinnati Reds LLC
Attn: Arizona Operations Manager
3125 S. Wood Blvd.
Goodyear, Arizona

copy to:

The Cincinnati Reds LLC
Attn: Legal Department
100 Joe Nuxhall Way
Great American Ball Park
Cincinnati, Ohio 45202

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, four (4) days following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, or upon receipt (or refusal of service) if delivered by a nationally-recognized overnight delivery service, e.g., FedEx, UPS, or DHL.

23. No Agency or Partnership. Neither Goodyear nor the Reds are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between Goodyear and the Reds.

24. Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

25. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Goodyear or the Reds of the breach of any covenant or

condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

26. WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, GOODYEAR AND THE REDS KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THEIR RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this paragraph 26 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

27. Headings. The headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

28. Fair Interpretation. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this paragraph 28 shall survive the expiration or earlier termination of this Agreement.

29. Choice of Law, Venue and Attorneys' Fees. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this paragraph 29 shall survive the expiration or earlier

termination of this Agreement.

30. Survival Clause. All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; and all provisions waiving claims. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this paragraph 30 to other provisions in the Agreement. The terms of this paragraph 30 shall survive the expiration or earlier termination of this Agreement.

31. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement and the individuals signing on behalf of each Party is duly authority to bind such Party.

32. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, the Reds shall deliver an original to Goodyear for recordation in the Official Records of Maricopa County.

33. Page Numbering. The page numbering of this Agreement is exclusive of the Exhibits attached hereto.

Signatures, Acknowledgements and Exhibits on the Following Pages

IN WITNESS WHEREOF, the City of Goodyear has caused this Construction, Maintenance, and Access Easement Agreement to be signed by its duly authorized representative as of the date set forth below.

**CITY OF GOODYEAR, ARIZONA,
an Arizona Municipal Corporation**

By: _____

Wynette Reed
Its: City Manager

Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Construction, Maintenance, and Access Easement Agreement) was acknowledged before me this ____ day of _____, 2025 by Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal corporation, and that she being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of the City of Goodyear, an Arizona municipal corporation.

Notary Public

Signatures, Acknowledgments and Exhibits on the Following Pages

IN WITNESS WHEREOF, The Cincinnati Reds, LLC, a Delaware limited liability company has caused this Construction, Maintenance, and Access Easement Agreement to be signed by its duly authorized representative as of the date set forth below.

THE CINCINNATI REDS, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

State of ~~Arizona~~)

~~County of Maricopa~~)
HAMILTON ss.

The foregoing instrument (Construction, Maintenance, and Access Easement Agreement) was acknowledged before me this 20 day of FEBRUARY, 2025 by TIMOTHY J. O'CONNELL, the SVP, FACILITIES & OPS of The Cincinnati Reds, LLC, a Delaware limited liability company and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of The Cincinnati Reds, LLC, a Delaware limited liability company.

Notary Public



TEENA SCHWEIER
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

EXHIBIT A
ACCESS EASEMENT LEGAL DESCRIPTION
(3 Following Pages)

EXHIBIT "A"

ACCESS EASEMENT

LEGAL DESCRIPTION

BEING A PORTION OF LOT 34, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, AS RECORDED IN BOOK 996 OF MAPS, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER, LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE BEARS NORTH 0°07'38" EAST, A DISTANCE OF 2661.36 FEET;

THENCE NORTH 00°07'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 612.35 FEET;

THENCE SOUTH 89°52'22" EAST, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 33;

THENCE SOUTH 89°52'37" EAST, A DISTANCE OF 134.77 FEET;

THENCE SOUTH 46°33'26" EAST, A DISTANCE OF 262.79 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°10'30" EAST, A DISTANCE OF 30.56 FEET;

THENCE SOUTH 46°09'39" EAST, A DISTANCE OF 22.15 FEET;

THENCE SOUTH 39°49'25" EAST, A DISTANCE OF 17.58 FEET;

THENCE SOUTH 43°16'20" WEST, A DISTANCE OF 28.33 FEET;

THENCE NORTH 46°33'26" WEST, A DISTANCE OF 40.62 FEET TO THE POINT OF BEGINNING.



TITLE: **XB06**
SCALE: N.T.S.
DATE: 12/5/2024
DESC: ACCESS
ESMT.

HUNTER
ENGINEERING

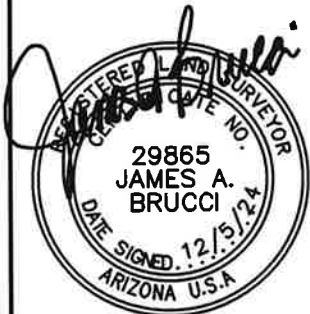
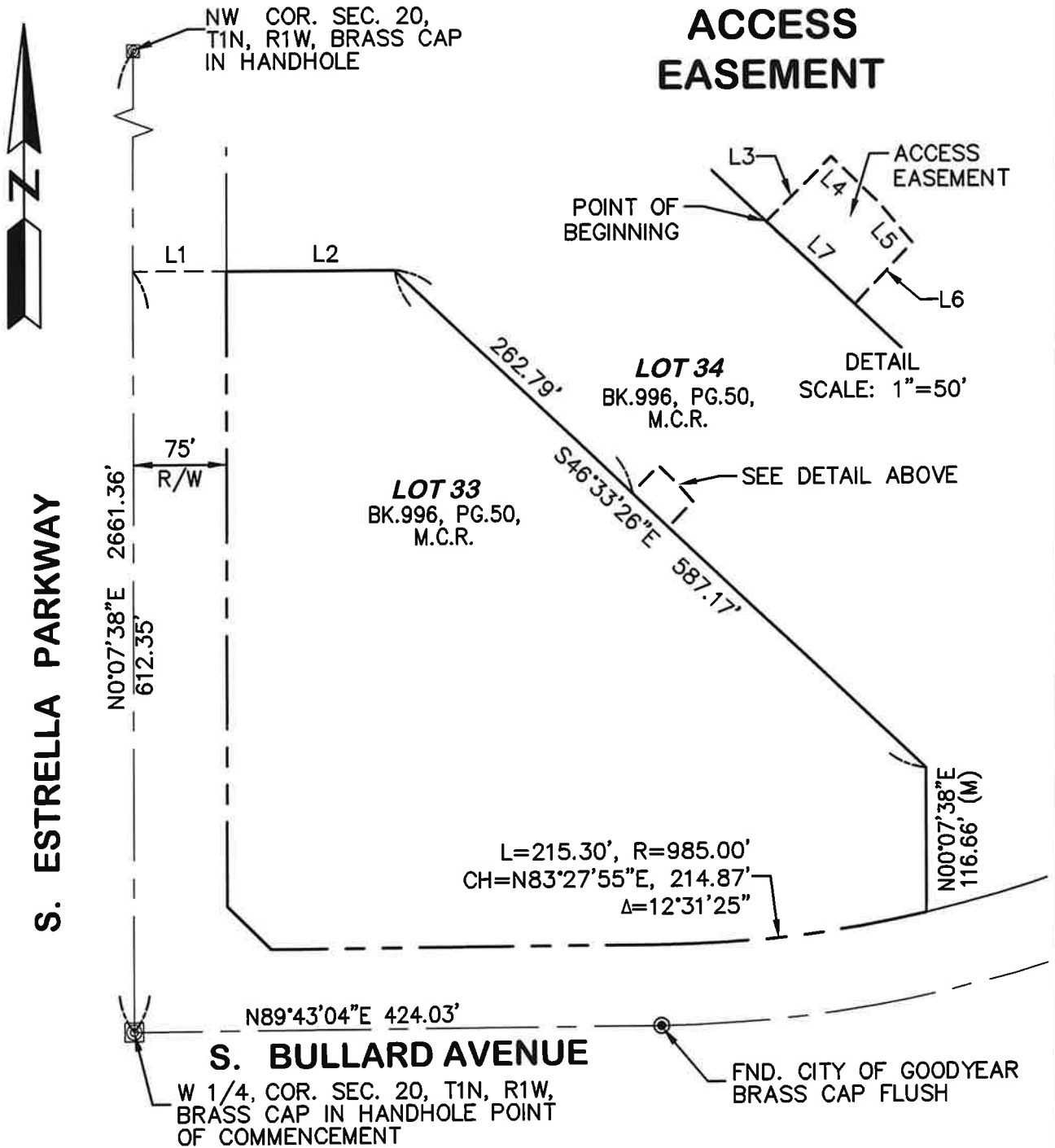
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PAGE 1 OF 3

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT "B" ACCESS EASEMENT



TITLE: **XB06**
SCALE: 1"=120'
DATE: 12/5/2024
DESC: ACCESS
ESMT.

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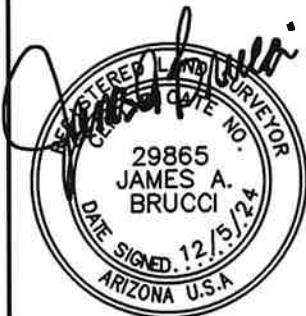
PAGE 2 OF 3
CIVIL AND SURVEY

PROJ.NO.B0YD002

EXHIBIT "B"

ACCESS EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'22"E	75.00'
L2	S89°52'37"E	134.77'
L3	N45°10'30"E	30.56'
L4	S46°09'39"E	22.15'
L5	S39°49'25"E	17.58'
L6	S43°16'20"W	28.33'
L7	N46°33'26"W	40.62'



TITLE: **XB06**
SCALE: N.T.S.
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PAGE 3 OF 3
CIVIL AND SURVEY

PROJ.NO. BOYD002

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

(3 Following Pages)

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

BEING A PORTION OF LOT 34, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, AS RECORDED IN BOOK 996 OF MAPS, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER, LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE BEARS NORTH 0°07'38" EAST, A DISTANCE OF 2661.36 FEET;

THENCE NORTH 00°07'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 612.35 FEET;

THENCE SOUTH 89°52'22" EAST, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 33;

THENCE SOUTH 89°52'37" EAST, A DISTANCE OF 134.77 FEET;

THENCE SOUTH 46°33'26" EAST, A DISTANCE OF 225.52 FEET;

THENCE NORTH 44°31'48" EAST, A DISTANCE OF 2.92 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 44°31'48" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 45°28'12" EAST, A DISTANCE OF 100.72 FEET;

THENCE SOUTH 44°31'48" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 45°28'12" WEST, A DISTANCE OF 100.72 FEET TO THE POINT OF BEGINNING.



TITLE: **XB07**
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DESC: TEMP
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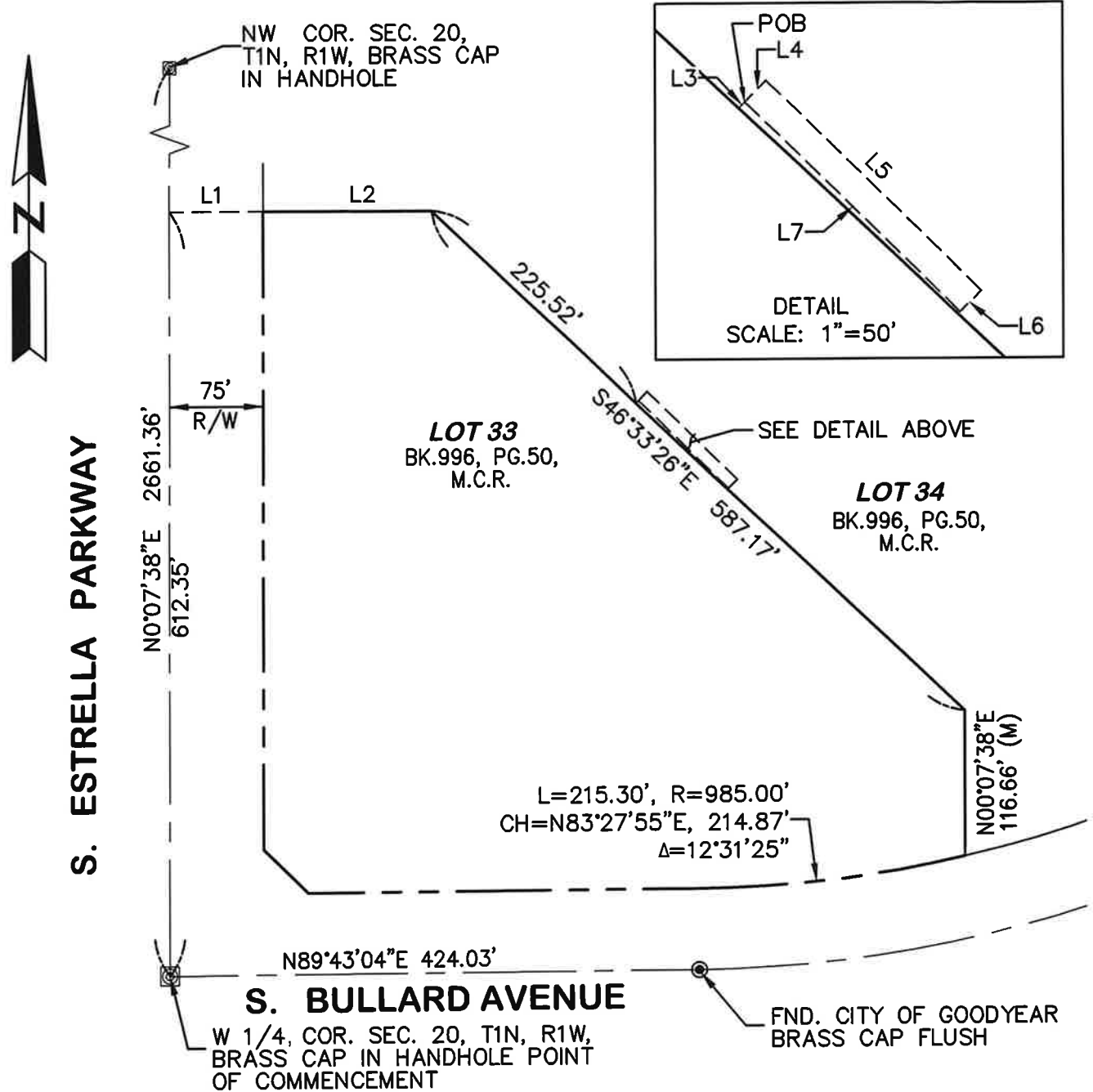
PAGE 1 OF 3

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



TITLE: **XB07**
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PAGE 2 OF 3

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'22"E	75.00'
L2	S89°52'37"E	134.77'
L3	N44°31'48"E	2.92'
L4	N44°31'48"E	10.00'
L5	S45°28'12"E	100.72'
L6	S44°31'48"W	10.00'
L7	N45°28'12"W	100.72'



TITLE: **XB07**
SCALE: N.T.S.
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PAGE 3 OF 3

CIVIL AND SURVEY

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EXHIBIT C
PEDESTRIAN PAD EXHIBIT
(1 Following Page)

