

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)

PUBLIC ROAD AND UTILITY EASEMENT AND SUBORDINATION

This Public Road and Utility Easement and Subordination ("Easement") is made this _____ day of _____, 2014 by and between **MELCOR DEVELOPMENTS ARIZONA, INC., an Arizona corporation ("OWNER"); STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware corporation ("TRUSTEE"); VAN LEEUWEEN FARMS, LLC, an Arizona limited liability company ("BENEFICIARY"); and the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation (the "CITY").**

RECITALS

WHEREAS, OWNER is the owner of certain real property legally described in Exhibit A attached hereto (the "Property").

WHEREAS, the Property is subject to a certain Deed of Trust and Assignment of Rents dated July 31, 2014 and recorded on July 31, 2014 as Instrument No. 2014 0500456 of the official records of the County Recorder of Maricopa County, State of Arizona ("Deed of Trust"), wherein the Property was conveyed to TRUSTEE in trust to secure repayment of certain indebtedness as more specifically set forth therein.

WHEREAS, Stewart Title & Trust of Phoenix, Inc., a Delaware corporation is the TRUSTEE and Van Leeuwen Farms, LLC, an Arizona limited liability company is the BENEFICIARY under the Deed of Trust.

WHEREAS, it is the desire and intent of OWNER and TRUSTEE to grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns, and permittees, an easement in the location and for public purposes as more specifically set forth herein.

WHEREAS, it is the desire and intent of BENEFICIARY to consent to the grant and conveyance of such easement and to subordinate the Deed of Trust and the underlying lien to the Easement.

EASEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms contained herein, and for the consideration of One Dollar (\$1.00) and other good and valuation consideration, the receipt of which is hereby acknowledged, OWNER and TRUSTEE hereby grant, and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns, and permittees (collectively "GRANTEE") a permanent, perpetual, and exclusive easement upon, over, under, across, above, and through the real property described and depicted in Exhibit "B," attached hereto and incorporated herein (the "Easement Area") for the purposes of entering upon, constructing, operating, maintaining, replacing, and/or repairing a public road or highway; entering upon, constructing, operating, maintain, replacing and/or repairing utilities, including by way of example, but not limitation, electricity, water, wastewater telecommunications, data transmission and all other manner of utilities; and authorizing, permitting, and allowing the use thereof for utilities or other public purposes not inconsistent with the primary use of the Easement Area as a public road or highway. Without limitation, the rights granted hereunder include the right to grade, level, fill, drain, pave, construct, operate, maintain, repair and rebuild a road or highway and utility lines, pipes and related facilities, together with such bridges, culverts, drainage ways, ramps, sidewalks, curbs, gutters, cuts and other improvements as may be convenient for any of the foregoing and to cut back and trim such portions of branches and tops of trees now growing or which may hereafter grow or extend over such right-of-way so as to prevent the same from interfering with the efficient maintenance and operation of improvements to the Easement Area.

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. This Public Road and Utility Easement constitutes a covenant running with the land for the benefit of the GRANTEE.

OWNER and TRUSTEE hereby warrants and covenants to GRANTEE and its successors and assigns that every lender, easement holder or other person having any interest in the Easement Area adverse to or inconsistent with the conveyances or other property interests created or transferred by this Public Road and Utility Easement has consented to the conveyance of the easement granted herein as evidenced by an instrument recorded in the Maricopa County Recorder's Office.

CONSENTS

NOW THEREFORE, the BENEFICIARY hereby consents to the Easement and agree that any acquisition, transfer or sale of the Property made under the provisions of the Deed of Trust, whether by foreclosure, deed-in-lieu or other means shall be subject to the Public Road and Utility Easement.

GENERAL TERMS

The persons executing this document on behalf of a corporation, trust or other organization warrants is or her authority to do so and that all persons necessary to bind the parties to this Easement have joined in this document.

This Easement 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.

The date of the Easement set forth above shall be the date of execution by the last party to execute the Easement, and the City shall be entitled to fill in that date upon receipt of the fully executed Easement.

IN WITNESS WHEREOF, OWNER has caused this Easement to be signed by its duly authorized representative as of the date set forth below:

DATE: August 26, 2014

OWNER: MELCOR DEVELOPMENTS ARIZONA, INC.,
an Arizona corporation

By: 

Name: Darin Rayburn
Vice-President

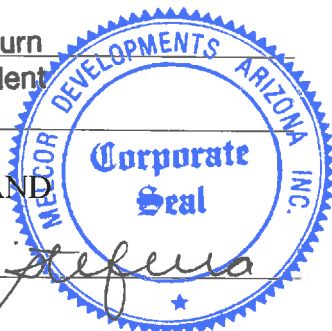
Title: _____

AND

By: 

Name: Naomi Stefura, CA
Vice-President, Finance

Title: _____

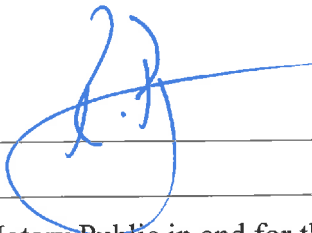


Signatures and Acknowledgements Continued on Following Pages

ACKNOWLEDGEMENT

I, ROBERT J. BLUGGENAN, Barrister and Solicitor, with the law firm of BRYAN & COMPANY LLP, a Notary Public in and for the Province of Alberta by Royal Authority appointed, DO CERTIFY AND ATTEST that the foregoing instrument was acknowledged before me this 26 day of AUGUST, 2014 by DARIN RAYBURN and NAOMI STEFURA, as Darin Rayburn and Naomi Stefura, CA, Vice-President Vice-President Finance, respectively, of MELCOR DEVELOPMENTS ARIZONA, INC., an Arizona corporation on behalf of the corporation.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of the office at the City of Edmonton, in province of Alberta, this 26 day of AUGUST, 2014.



Notary Public in and for the Province of
Alberta, Canada

Signatures and Acknowledgements Continued on Following Pages

IN WITNESS WHEREOF, TRUSTEE has caused this Easement to be signed by its duly authorized representative as of the date set forth below:

DATE: 9/5/2014

TRUSTEE: STEWART TITLE & TRUST OF PHOENIX, INC.,
A Delaware corporation, as Trustee, under the above
described Deed of Trust, in its Trustee capacity only,
not in its corporate capacity and not personally

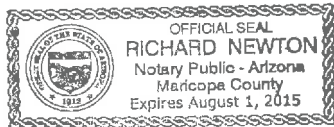
By: _____

Name: JOHN Lotardo

Its: SVP/General Counsel

State of Arizona)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 5 day of
September, 2014 by John Lotardo, as
SVP/General Counsel of Stewart Title & Trust of Phoenix, Inc., a Delaware corporation
and that he/she being authorized to do so, executed the foregoing instrument for the purposes
therein contained on behalf of Stewart Title & Trust of Phoenix, Inc., a Delaware corporation, as
Trustee, under the above described Deed of Trust, in its trustee capacity only, not in its corporate
capacity and not personally.



NOTARY PUBLIC

Signatures and Acknowledgements Continued on Following Pages

IN WITNESS WHEREOF, BENEFICIARY has caused this Easement to be signed by its duly authorized representative as of the date set forth below:

DATE: _____

BENEFICIARY: VAN LEEUWEEN FARMS, LLC,
an Arizona limited liability company

By: [Signature]
Name: Lawrence Hirsch
Its: Manager

AND

By: _____
Name: Nicholas Lees III
Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 2nd day of September 2014 by Lawrence Hirsch, a Manager of Van Leeuwen Farms, L.L.C., an Arizona limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Van Leeuwen Farms, L.L.C., an Arizona limited liability company.



[Signature]
Notary Public

Signatures and Acknowledgements Continued on Following Pages

STATE OF NORTH DAKOTA)
) ss.
County of Burleigh)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Nicholas Lees III, a Manager of Van Leeuwen Farms, L.L.C., an Arizona limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Van Leeuwen Farms, L.L.C., an Arizona limited liability company.

Notary Public

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, the ____ day of _____, 2014.

CITY: CITY OF GOODYEAR, ARIZONA,
An Arizona Municipal corporation

By: _____
Name: Brian Dalke
Its: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Brian Dalke, City Manager of City of Goodyear, Arizona, an Arizona municipal corporation.

Notary Public

EXHIBIT A

Legal Description of Property

PARCEL NO. 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10 MARKED WITH A BRASS CAP WHENCE THE SOUTHWEST CORNER OF SAID SECTION 10 MARKED WITH AN ALUMINUM CAP LIES WEST 2,644.93 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE WEST PARALLEL WITH 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1,312.20 FEET TO A POINT THAT LIES 1,332.73 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 00 DEGREES 01 MINUTES 07 SECONDS WEST PARALLEL WITH AND 1,332.73 FEET EAST OF SAID WEST LINE A DISTANCE OF 557.00 FEET; THENCE WEST PARALLEL WITH AND 590.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 156.50 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 07 SECONDS WEST PARALLEL WITH AND 1,176.23 FEET EAST OF THE WEST LINE OF SAID SOUTH WEST QUARTER A DISTANCE OF 764.39 FEET TO THE NORTH LINE OF THE SOUTH 1,354.38 FEET OF SAID SOUTHWEST QUARTER;

THENCE EAST PARALLEL WITH AND 1,354.38 FEET NORTH OF SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1,467.84 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00 DEGREES 03 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 1,321.39 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

EXHIBIT B

LEGAL DESCRIPTION OF SOUTH 183RD AVENUE ROADWAY EASEMENT AREA
(Attached)

GOODWIN?
MARSHALL?

CIVIL ENGINEERS - PLANNERS - SURVEYORS

EXHIBIT
LEGAL DESCRIPTION FOR
SOUTH 183RD AVENUE ROADWAY EASEMENT
PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, T1N, R2W
MARICOPA COUNTY, ARIZONA

All that certain lot, tract, or parcel of land, situated in a portion of the Southwest Quarter of Section 10, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at a found aluminum cap flush for the South Quarter corner of said Section 10, from which a found brass cap in handhole for the North Quarter corner of said Section 10 bears North 00 deg. 25 min. 37 sec. East (Basis of Bearings) - 5287.34 feet;

THENCE North 89 deg. 30 min. 48 sec. West along the South line of the Southwest Quarter of said Section 10, a distance of 63.08 feet;

THENCE North 00 deg. 29 min. 12 sec. East departing said South line, a distance of 75.00 feet;

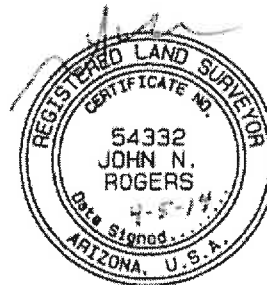
THENCE North 45 deg. 27 min. 22 sec. East, a distance of 46.65 feet;

THENCE North 00 deg. 25 min. 37 sec. East being 30.00 feet West of and parallel to the mid-section line of said Section 10, a distance of 1246.38 feet;

THENCE South 89 deg. 30 min. 48 sec. East, a distance of 30.00 feet to said mid-section line;

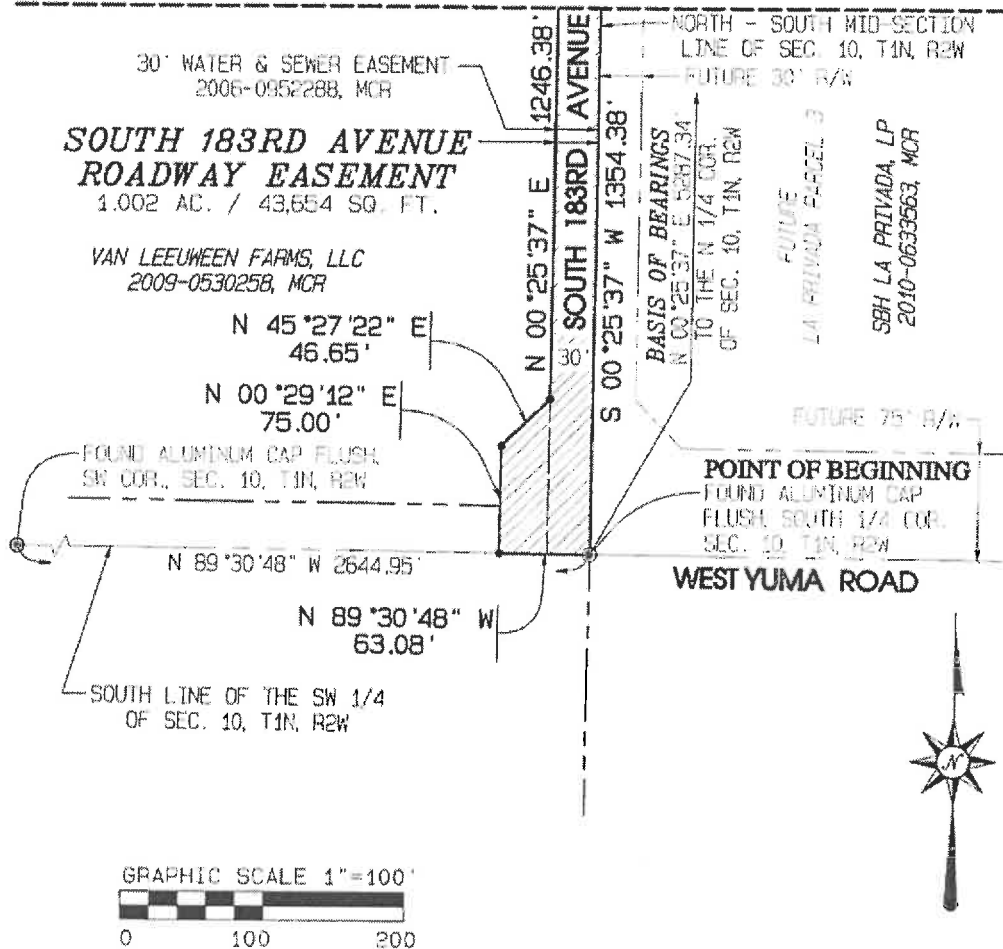
THENCE South 00 deg. 25 min. 37 sec. West along said mid-section line, a distance of 1354.38 feet to the POINT OF BEGINNING, containing 43.654 square feet or 1.002 acres of land, more or less.

Exhibit attached and made a part hereof.



EXPIRES 3/31/2016

MATCH SHEET 3



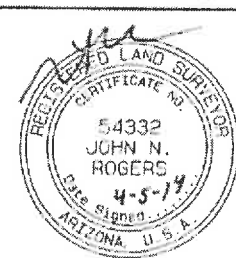
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SOUTH 183RD AVENUE ROADWAY EASEMENT
BEING A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 10, T1N, R2W, G&SRB&M, MARICOPA COUNTY, ARIZONA

**GOODWIN
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
6909 W. RAY ROAD #15, CHANDLER, ARIZONA 85226
(602) 218-7285

Scale: 1" = 100'
Date: 4/5/2014
Job No.: 10543A
Drafted: J.N.R.
Checked: R.D.H.



EXPIRES 3/31/2016

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