

WHEN RECORDED RETURN TO:

50007966A-12-1-1--
Yorkm

City Clerk/Irb
CITY OF GOODYEAR
190 North Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

**BENEFICIARY CONSENT AND SUBORDINATION
OF DEED OF TRUST TO AN EMERGENCY ACCESS EASEMENT**

GOODYEAR BALLPARK VILLAGE OF BC1, LLC, an Arizona limited liability company ("Grantor") owns that certain property legally described in Exhibit "1", attached hereto (the "Grantor's Property"). **BMO HARRIS BANK N.A.**, a national banking association ("Harris Bank" or Beneficiary) is the beneficiary under that certain Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated March 7, 2018 and recorded in the official records of the Maricopa County, Arizona Recorder on March 8, 2018 as Instrument No. 2018-0176866, which has been repeatedly amended (the "Deed of Trust"). The Deed of Trust is secured by the Grantor's Property. Harris Bank as the beneficiary under the Deed of Trust, on behalf of themselves and all future successors and assigns hereby consents to Grantor granting to the City of Goodyear the Emergency Access Easement attached hereto as Exhibit "2".

Beneficiary, on behalf of itself and all future successors and assigns, hereby subordinates the Deed of Trust and the loan secured thereby to the Emergency Access Easement and agree that any acquisition, transfer or sale of all or part of Grantor's Property is subject to the Emergency Access Easement pursuant to the provisions of the Deed of Trust, whether by foreclosure, deed-in-lieu or other means shall be subject to the Emergency Access Easement. It is expressly understood that this consent and subordination applies only to the portion of the Grantor's Property that is subject to the Emergency Access Easement and that the consent and subordination shall not, in any way, affect the Deed of Trust and the loan secured thereby upon the remainder of Grantor's Property. The undersigned(s) represent they have full power and authority to execute this Beneficiary Consent and Subordination of Deed of Trust to an Emergency Access Easement on behalf of the represented Beneficiary.

This Beneficiary Consent and Subordination of Deed of Trust to an Emergency Access Easement ("Consent") may be executed and delivered by electronic transmission. A manually signed copy of this Consent 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 Consent.

IN WITNESS WHEREOF, Beneficiary has caused this Beneficiary Consent and Subordination of Deed of Trust to an Emergency Access Easement to be signed by their duly authorized representatives as of the date set forth below:

BENEFICIARY:**BMO Harris Bank, N.A., a national banking association**By: [Signature]Name: Jeffrey LumpkinsTitle: DirectorSTATE OF Illinois)
COUNTY OF Cook) ss.

On this 19th day of December, 2019, before me, personally appeared Jeffrey Lumpkins as Director of BMO HARRIS BANK, N.A., a national banking association and acknowledged that he/she authorized so to do, executed this Beneficiary Consent and Subordination of Deed of Trust to an Emergency Access Easement for the purposes therein contained on behalf of said entity.

[Signature]
Notary Public



[Exhibits Continued on Following Pages]

EXHIBIT 1
LEGAL DESCRIPTION

Lot 32A of a Minor Land Division Map of Ballpark Village-Wood Corporate Campus Lot 32, according to Book 1351 of Maps, Page 42, records of Maricopa County, Arizona.

APN: 500-07-966

EXHIBIT 2
LEGAL DESCRIPTION
EMERGENCY ACCESS EASEMENT ATTACHED

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 ACCESS EASEMENT

GRANTOR:

**GOODYEAR BALLPARK VILLAGE
OF BC1, LLC, an Arizona 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, **GOODYEAR BALLPARK VILLAGE OF BC1, LLC, an Arizona 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 Non-Exclusive Emergency Access Easement on over, across, above and through the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area") for use by the City of Goodyear and other entities that provide emergency services. The purposes of this easement is to provide access from Estrella Parkway to Lot 32 A1 of that certain Minor Land Division Map of Lot 32A of a Minor Land Division Map of Ballpark Village-Wood Corporate Campus Lot 32 to respond to calls for emergency services and to allow the City of Goodyear including its contractors the right, but not the obligation, to construct, operate, maintain, repair and/or replace improvements within the Easement Area needed to provide emergency access to Lot 32 A1.

The 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 City'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 City'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 (except drywells for storm water percolation under a paved surface) within the Easement Area. If GRANTOR grants easement rights to others over any of the property described in Exhibit "A" attached hereto then such rights shall be subject to, and shall not interfere with, the rights of GRANTEE under this easement. GRANTOR'S use of the property shall not change the surface or impact the drainage of the Easement Area without GRANTEE'S written authorization.

GRANTOR, its successors and assigns, shall be and remain responsible for the construction of the Emergency Access Road, which shall be constructed pursuant to the federal, state, and/or local laws, ordinances, policies, procedures or other requirements, including by way of example, but not limitation, the City of Goodyear's Engineering Design Standards and Policies in effect at the time of construction. GRANTOR, its successors and assigns, shall also be and remain responsible for the operation, maintenance and repair of the Emergency Access Road, and GRANTEE shall have no responsibility or liability for such construction, operation, maintenance or repair. GRANTEE shall have the right, but not the obligation to construct, operate, 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, operate, 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, operating, maintaining, replacing and/or repairing the Emergency Access Road and for all expenses, including, without limitation, reasonable attorney fees, incurred by the City in recovering such costs.

This Emergency Access Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

[Signatures on the following page].

IN WITNESS WHEREOF, this instrument is executed this ____ day of December, 2019.

GRANTOR:

Goodyear Ballpark Village of BC1, LLC,
an Arizona limited liability company

By: _____
Jonathan Boyd, Member & Manager

State of Arizona)
)ss.
County of Maricopa)

On this _____ day of December, 2019, personally appeared before me Jonathan Boyd, manager and member of Goodyear Ballpark Village of BC1, LLC, an Arizona limited liability company who executed this instrument on behalf of Goodyear Ballpark Village of BC1, LLC, an Arizona limited liability company, and who duly acknowledged the execution of this instrument to be the act Goodyear Ballpark Village of BC1, LLC, an Arizona limited liability company.

Notary Public

My Commission Expires:

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Signatures, Exhibits, and Acknowledgments on Following Pages

EXHIBIT A
LEGAL DESCRIPTION
FOR
EMERGENCY ACCESS EASEMENT ATTACHED



Legal Description
For
Emergency Access Easement

That portion of Lot 32A, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS LOT 32, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 1351 of Maps, Page 42, being more particularly described as follows;

COMMENCING at the Southwest Corner of said Lot 32A; Thence North 00 Degrees 49 Minutes 10 Seconds West along the West line of said Lot 32A a distance of 23.21 feet to the **TRUE POINT OF BEGINNING**; Thence continuing North 00 Degrees 49 Minutes 10 Seconds West along said West line a distance of 20.00 feet; Thence South 89 Degrees 53 Minutes 33 Seconds East a distance of 613.09 feet; Thence along an arc 43.98 feet to the left, having a radius of 28.00 feet, the chord of which is North 45 Degrees 06 Minutes 27 Seconds East for a distance of 39.60 feet; Thence North 00 Degrees 06 Minutes 27 Seconds East a distance of 24.79 feet; Thence along an arc 75.40 feet to the right, having a radius of 48.00 feet, the chord of which is North 45 Degrees 06 Minutes 27 Seconds East for a distance of 67.88 feet; Thence South 00 Degrees 06 Minutes 27 Seconds West a distance of 20.00 feet; Thence along an arc 43.98 feet to the left, having a radius of 28.00 feet, the chord of which is South 45 Degrees 06 Minutes 27 Seconds West for a distance of 39.60 feet; Thence South 00 Degrees 06 Minutes 27 Seconds West a distance of 24.79 feet; Thence along an arc 75.40 feet to the right, having a radius of 48.00 feet, the chord of which is South 45 Degrees 06 Minutes 27 Seconds West for a distance of 67.88 feet; Thence North 89 Degrees 53 Minutes 33 Seconds West a distance of 612.77 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.348 acres (15142 sq. ft.)



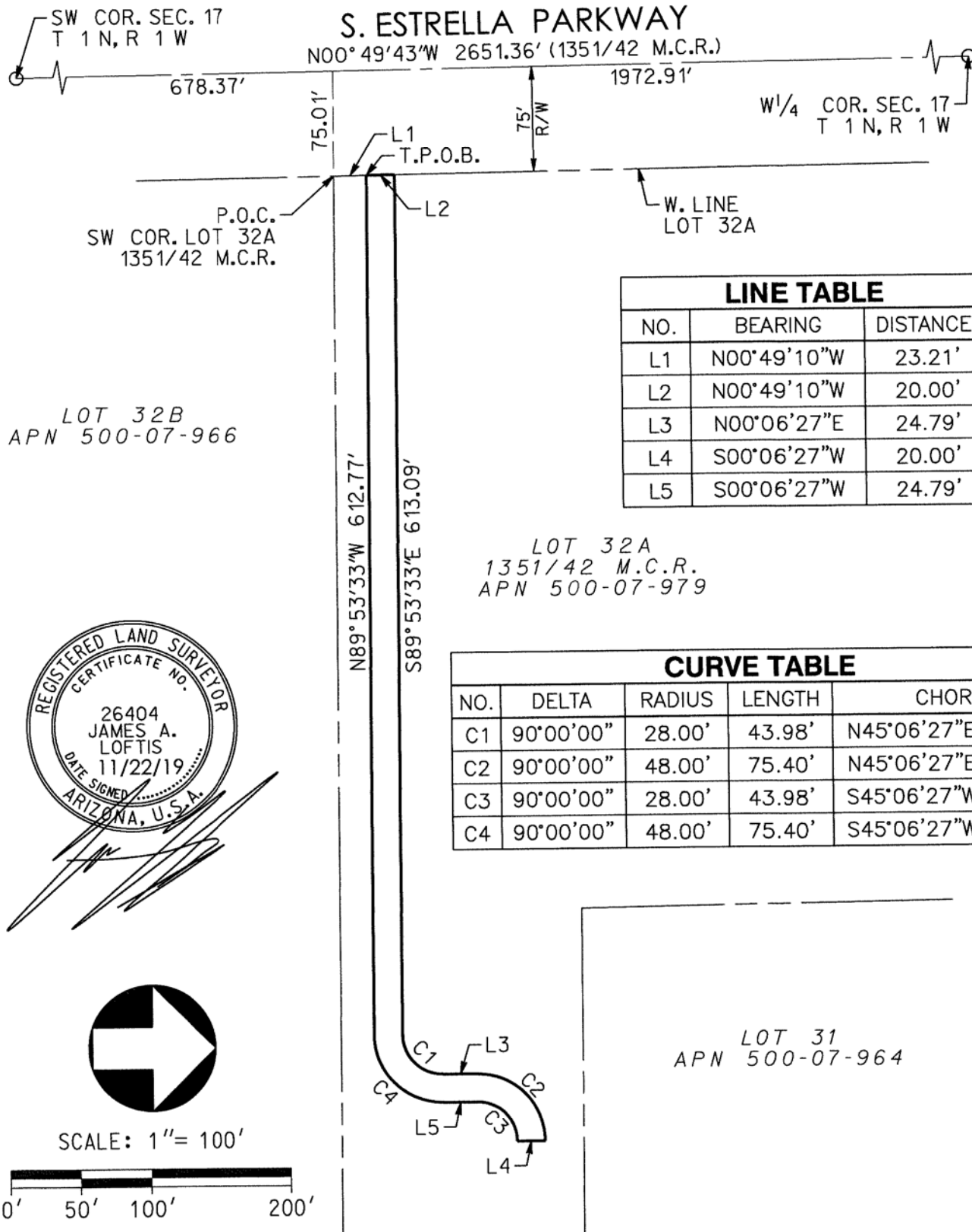


EXHIBIT "A"

EMERGENCY ACCESS EASEMENT

300engineering

planning

civil engineering

surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230
WWW.3ENGINEERING.COM

DATE:

PROJECT NO.

11/22/19

1309

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation,
the ____ day of December, 2019.

By: _____

Its: _____

Date: _____

State of Arizona)
)ss.
County of Maricopa)

On this day, personally appeared before me _____, as
_____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal
corporation, on behalf of said corporation.

Notary Public

IN WITNESS WHEREOF, this instrument is executed this ____ day of December, 2019.

GRANTOR:

Goodyear Ballpark Village of BC1, LLC,
an Arizona limited liability company

By: _____
Jonathan Boyd, Member & Manager

State of Arizona)
)ss.
County of Maricopa)

On this _____ day of December, 2019, personally appeared before me Jonathan Boyd, manager and member of Goodyear Ballpark Village of BC1, LLC, an Arizona limited liability company who executed this instrument on behalf of Goodyear Ballpark Village of BC1, LLC, an Arizona limited liability company, and who duly acknowledged the execution of this instrument to be the act Goodyear Ballpark Village of BC1, LLC, an Arizona limited liability company.

Notary Public

My Commission Expires:

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Signatures, Exhibits, and Acknowledgments on Following Pages