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Garcia

**WHEN RECORDED, RETURN TO:**

Snell & Wilmer, LLP  
400 East Van Buren  
Phoenix, AZ 85004-2202  
Attn: Byron Sarhangian, Esq.  
977611A

**ACCESS AND UTILITY EASEMENT AGREEMENT**

This Access and Utility Easement Agreement (this "Agreement") is made as of June 15<sup>th</sup>, 2021 (the "Effective Date") by and between VAN'S GOLF PROPERTIES L.L.C., an Arizona limited liability company ("Van's Golf"); DUNN-EDWARDS CORPORATION, a Delaware corporation ("Dunn-Edwards," and together with Van's Golf, the "Grantors"); and FLW STORAGE LLC, an Arizona limited liability company ("Grantee"). Van's Golf, Dunn-Edwards, and Grantee are sometimes collectively referred to herein as the "Parties" or individually as the "Party".

**RECITALS**

A. Van's Golf, Dunn-Edwards, and Grantee are each the owners of their respective parcels of real property located in Scottsdale, Arizona, as more particularly described in Exhibit A-1, Exhibit A-2, and Exhibit A-3 hereto (the "Van's Golf Property", the "Dunn-Edwards Property" and the "Grantee Property", respectively).

B. The Van's Golf Property (aka Pad 5A and APN 215-51-001R) and the Dunn-Edwards Property (aka Pad 4 and APN 215-51-001N) are subject to the Reciprocal Easement Declaration recorded on September 2, 1994, in Document No. 94-0655559, Official Records of Maricopa County, Arizona (called the "Existing REA"). Among other things, the Existing REA establishes an easement called the "Entryway Easement" between the Van's Golf Property and the Dunn-Edwards Property for the benefit of various parcels described in the Existing REA.

C. By their execution of this Agreement, Grantors intend to grant to Grantee an access easement over the area that is subject to the Entryway Easement ("Existing Easement Area") as well as those areas that are legally described on Exhibit B-1 and Exhibit B-2 attached hereto, thereby affording the Grantee Property access to Frank Lloyd Wright Boulevard, all in exchange for the consideration described in this Agreement. The Parties additionally intend to establish certain restrictions and limitations that are described below.

D. Grantee intends to construct a self-storage project on the Grantee Property with controlled access features (the "Project").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. Grant of Easements.

(a) Van's Golf Access Easement. Van's Golf hereby grants to Grantee, and its successors and assigns as owners of the Grantee Property, and hereby creates and imposes upon the portion of the Van's Golf Property that consists of (a) the portion of the Existing Easement Area that falls within the Van's Golf Property, and (b) the property legally described on Exhibit B-1 attached hereto (collectively, the "**Van's Easement Area**"), for the benefit of the Grantee Property: (i) a perpetual, non-exclusive easement on, over, and through the Van's Easement Area for the purpose of pedestrian and vehicular ingress and egress by Grantee and Grantee's employees, agents, contractors, customers, visitors, invitees, licensees, tenants, subtenants, and concessionaires (collectively, "**Permittees**"); and (ii) a perpetual, non-exclusive easement on, over, under, and through the Van's Easement Area for the purposes of installing, constructing, connecting, maintaining, repairing, replacing, and relocating underground utility facilities, conduit, and cables, together with all appurtenant equipment deemed necessary by Grantee (collectively, the "**Facilities**"). For added clarity, the definition of "**Facilities**" shall include underground facilities only.

(b) Dunn-Edwards Access Easement. Dunn-Edwards hereby grants to Grantee, and its successors and assigns as owners of the Grantee Property, and hereby creates and imposes upon the portion of the Dunn-Edwards Property that consists of (a) the portion of the Existing Easement Area that lies within the Dunn-Edwards Property, and (b) the property legally described on Exhibit B-2 attached hereto (collectively, the "**Dunn-Edwards Easement Area**"), for the benefit of the Grantee Property: (i) a perpetual, non-exclusive easement on, over, and through the Dunn-Edwards Easement Area for the purpose of pedestrian and vehicular ingress and egress by Grantee and Grantee's Permittees; and (ii) a perpetual, non-exclusive easement on, over, under, and through the Dunn-Edwards Easement Area for the purposes of installing, constructing, connecting, maintaining, repairing, and replacing the Facilities.

(c) Definitions. The Van's Easement Area and the Dunn-Edwards Easement Area are called, collectively, the "**Expanded Easement Area.**" The Expanded Easement Area consists of the Existing Easement Area plus an approximately 720 square foot parcel of land that lies between the northerly end of the Existing Easement Area and the Grantee Property (the "**Additional Easement Area**"), which is legally described on Exhibit B-3 hereto. Exhibit C hereto is a diagram that depicts the approximate locations of the Van's Golf Property, the Dunn-Edwards Property, the Grantee Property, and the Expanded Easement Area.

(d) Relocate. Grantee shall have the right to relocate the electric transformer that is currently located on the portion of the Expanded Easement Area that forms part of the Dunn-Edwards Property to another location within the Dunn-Edwards Property that is approved by Dunn-Edwards (such approval not to be unreasonably withheld, conditioned or delayed), provided that (i) Grantee provides Dunn-Edwards with 10 days' prior written notice of the proposed relocation; (ii) the relocation does not unreasonably interfere with or diminish the utility services to Dunn-Edwards; and (iii) Grantee bears all of the costs of the relocation.

(e) Existing Improvements. Subject to the provisions of Section 1(d) above, Grantee acknowledges that all existing improvements that may be located in the Expanded Easement Area (curbing, landscaping, etc.) are expressly permitted under this Agreement from and after the Effective Date. Grantee agrees to use its reasonable efforts to ensure that these existing improvements will not be required to be removed in connection with Grantee's construction and installation work described in this Agreement; provided, however, in the event such disturbance cannot be reasonably avoided, Grantee shall have the right to remove any such existing improvements in connection with Grantee's construction and installation work described in this Agreement so long as Grantee restores such area promptly to the same or similar condition.

(f) Permittees. Notwithstanding anything to the contrary in this Agreement, the term "Permittees" will include the persons and entities described above only insofar as necessary for the lawful and customary use of the Grantee Property.

(g) Additional Limitations. Any above-ground Facilities proposed to be installed in the Expanded Easement Area must be approved in writing by the owner of the burdened parcel, except that Grantee may install pavement and curbing without further approval and except that Grantee may relocate the electric transformer on the Dunn-Edwards Property or the Grantee Property, as provided under Section 1(d) above. Further, Grantee must not alter the location of the existing curb cuts and driveway areas that provide access to the Van's Golf Property or the Dunn-Edwards Property.

2. Nature and Effect of Easements and Restrictions. The easements, covenants, restrictions and provisions contained in this Agreement:

(a) Are made for the direct benefit of the Parties hereto and their respective Permittees in their use of their respective properties;

(b) Create equitable servitudes upon each Party's property in favor of the properties of the other Parties;

(c) Constitute covenants running with the land, and shall bind and benefit the future owners of the properties in question; and

(d) Are appurtenances to the properties of each of the Parties, and shall not be transferred, assigned or encumbered except as an appurtenance to such properties.

3. Term. This Agreement shall continue in full force and effect in perpetuity, unless and until terminated by a duly recorded instrument, executed and acknowledged by all of the Parties subject to this Agreement on the date of such recordation. Anything to the contrary in this Agreement notwithstanding, however, either Grantor (or its successor owner) may terminate this Agreement, and the easements granted hereunder, by recording a notice of termination with the office of the Maricopa County Recorder, should Grantee (or any successor owner or Permittee of the Grantee Property) violate any of the provisions of Section 25(a) below.

4. Initial Construction and Installation.

(a) Grantee agrees that neither Grantee nor its Permittees will: (i) use the Expanded Easement Area for construction vehicle or equipment access during the development and construction of the Project, except as permitted in Section 4(d) below; or (ii) use any part of the Dunn-Edwards Property or the Van's Golf Property (including the Expanded Easement Area) at any time for parking, storage or staging.

(b) In connection with the installation of the Facilities, Grantee and its Permittees may use and locate construction vehicles and equipment in the Expanded Easement Area but only when engaged in actual construction and installation. During its installation of the Facilities, Grantee will use reasonable efforts to minimize (and cause its Permittees to minimize) any disruption to access to the Dunn-Edwards Property and Van's Golf Property and, in no case, will access be interrupted during customary business hours of operation on the Dunn-Edwards Property or the Van's Golf Property, as applicable. By way of example, Grantee will provide temporary access over all open-trenched areas affecting access points to the Dunn-Edwards Property or the Van's Golf Property. Grantee will provide both Dunn-Edwards and Van's Golf with at least 10 days' prior written notice of the commencement of any planned installation of the Facilities, including the estimated completion date as well as any plans for altered access or temporary restrictions in the areas of construction. When not actively used in construction and installation of the Facilities, the Expanded Easement Area must be maintained by Grantee in a clean and safe condition. Once commenced, all Facilities installation must be completed in a commercially reasonable time.

(c) Grantors have advised Grantee that various utility easements affect the Expanded Easement Area. Grantee must make all appropriate inquiry of any applicable utility company regarding the exact physical location of all utility lines. Grantee must obtain all appropriate consents and approvals to relocate any existing utility lines. All utility relocation work must be performed in accordance with the utility company's standards and requirements. Grantee shall ensure that its activities in the Expanded Easement Area do not damage the existing utility lines or interrupt utility service, and Grantee must indemnify, defend, and hold harmless each of the applicable Grantors for, from, and against all loss, cost, damage, liability, and claims arising out of any acts or omissions of Grantee or its Permittees in connection with the utility work described above.

(d) Grantee shall use commercially reasonable efforts to complete the construction of the Project on the Grantee Property within twenty-four (24) months of commencement, subject to force majeure and/or other causes beyond the reasonable control of Grantee. Except in connection with active construction efforts on the Expanded Easement Area described in Section 4(b) above, Grantee will use alternate access points (other than the Expanded Easement Area) for construction vehicles and material deliveries during construction of the Project on the Grantee Property. This includes Grantee's use of the alternate access points to the farthest east and west of the Grantee Property. If, and only if, Grantee is prevented from using these alternative access points by applicable governmental authorities, Grantee, after written notice to both Grantors, will be entitled to use the Expanded Easement Area for construction traffic to and from the Grantee Property so long as: (i) construction vehicle and equipment access is limited, to the fullest extent possible, to periods of time before 6:00 a.m. and after 6:00 p.m.; (ii) entry and exit points from and to the Expanded Easement Area from and to the Van's Golf Property and the Dunn-Edwards Property are not blocked by entry or exit traffic from the Grantee

Property (which may be accomplished through monitored and regulated ingress and egress by Grantee); and (iii) all damage as a result of this construction traffic is promptly repaired.

(e) No later than the earliest of (i) three months following completion of the installation of the Facilities, (ii) completion of construction of the Project on the Grantee Property, or (iii) 36 months following the Effective Date, Grantee shall, at its sole cost, restore the paving on the Entry Easement Area and pave the Additional Easement Area, in each case to Grantors' reasonable satisfaction and at least to the standards of the paving on the Entry Easement Area when it was initially installed.

(f) As partial consideration for Grantors' grant of the easements provided for in this Agreement, Grantee shall, at its sole cost, no later than six months following the Effective Date, restore the parking lots located on the Van's Golf Property and the Dunn-Edwards Property to commercial grade, Class A standards, in each case reasonably satisfactory to the Grantor who owns the parking lot in question. In the case of Dunn-Edwards' parking lot, such standards shall include, without limitation, performing all of the work relating to such parking lot that is specified in the bid by Sundland Asphalt dated August 3, 2020, No. 6199, Scottsdale Store #65, a copy of which has been provided to Grantee.

5. Construction Liens. In the event any liens are filed against the Dunn-Edwards Property or the Van's Golf Property in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to this Agreement, Grantee shall have the liens immediately discharged of record.

6. Non-disturbance and Repair. Grantee will not cause unreasonable interference with the activities of the Grantors or any of the benefitted owners described in the Existing REA in connection with Grantee's operations in the Expanded Easement Area.

7. Maintenance. At all times from and after the Effective Date, Grantee, at its sole cost and expense, shall maintain, repair, and replace the Expanded Easement Area in good order, condition, and repair; provided, however, that the Parties owning each of the Dunn-Edwards Property, the Van's Golf Property and the Grantee Property, respectively, will be responsible for maintaining, repairing, and replacing, in each case except as provided in Section 4 above: (i) any utility facilities installed by such Party in or under the Expanded Easement Area or another Party's property; and (ii) any parking areas, landscaping, lighting, and monument signs located on such Party's property. For purposes of the prior sentence, each Party shall have the right to enter the Expanded Easement Area to perform the utility maintenance, repair, and/or replacement. Grantee's ongoing maintenance responsibilities described in this Section 7 will include the repair of all pot holes and periodic repaving; however, if any damage results from an identifiable and specific use or condition on either the Van's Golf Property or the Dunn-Edwards Property (other than ordinary wear and tear), the responsible owner will pay for the costs of repair. Any owner conducting any maintenance, repair, replacement, construction, installation, or other similar activity on another Party's property that may impact access over or utilities within the Expanded Easement Area as permitted in this Agreement, including without limitation, construction and installation of any utilities: (i) must provide plans and specifications to the Party owning the burdened property for any new construction for the burdened owner Party's review and approval, which will not be unreasonably withheld, and will be deemed given

if such Party fails to respond within 15 days after receipt; (ii) must provide at least 10 days' written notice to all other Parties prior to commencing any such activity (except in the case of an emergency, in which case notice must be given as soon as, and in a manner that is, reasonably practicable); (iii) may not unreasonably interfere with the business operations of any other property; (iv) must coordinate its construction activities with the burdened owner Party and reasonably accommodate such Party's requests to the extent related to minimizing disruption to such Party's property; (v) after commencement, must diligently pursue such activity to completion; and (vi) must cause such activities to be performed in a good and workmanlike, lien-free manner.

8. Default: Remedies.

(a) If Grantee fails to perform any of its obligations under this Agreement as and when provided for hereunder (including, without limitation, Grantee's obligations under Sections 4(e), 4(f), and 7 above), either of Grantors may provide written notice to Grantee and the other Grantor of the failure of performance, in which case, if Grantee fails to perform the matter within 30 days of the written notice (or, if such default is not one that is reasonably susceptible of being cured within a period of 30 days, then within such additional period of time as may be reasonably necessary to effect a cure, so long as Grantee commences cure within such 30-day period and thereafter diligently and continuously pursues such cure to completion), Grantee shall be in "**Default**" hereunder. Upon the occurrence of a Default, the notifying Grantor may (i) cause the work to be performed at Grantee's expense and Grantee will reimburse the performing Grantor for the cost of the performance and repairs plus a 10% service fee by no later than 30 days after Grantee has been supplied with a verifiable cost accounting, (ii) seek injunctive relief, and/or (iii) seek damages. Amounts not timely repaid under this Section 8(a) will bear interest at the rate of 10% per annum.

(b) There is hereby established a lien against the Grantee Property, which lien shall secure payment of all amounts that Grantee (or any subsequent owner of the Grantee Property) should become obligated to pay to either Grantor pursuant to Section 8(a) above. Any Grantor claiming a lien pursuant to the preceding sentence shall, in order to enforce such lien, execute and record a notice of its claim of lien, which notice shall include (i) the name of the lien claimant; (ii) an identification of the owner or reputed owner of the Grantee Property; (iii) a legal description of the Grantee Property; (iv) a description of the basis for the claim, including, if applicable, a general description of the work performed that has given rise to the claim of lien and a statement itemizing the amount thereof; and (v) a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the recorder's number hereof. The notice shall be duly acknowledged and shall certify that a copy thereof has been served upon the owner against whom the lien is claimed by personal service or by certified mail, return receipt requested. The lien shall be in the amount claimed thereby (plus interest at 10% per annum and any additional costs and expenses, including reasonable attorneys' fees, incurred by the lien claimant in seeking to enforce or foreclose such lien) and may be foreclosed in the manner provided by law for foreclosure of realty mortgages.

9. Indemnity and Insurance. Each Party agrees to indemnify, defend, and hold harmless each of the other Parties for, from, and against all loss, cost, damage, liability, and claims arising out of the use of the Expanded Easement Area by the respective Party or its

Permittees. In furtherance of this indemnity, each Party will insure the use of the Expanded Easement Area by commercial general liability insurance in commercially reasonable amounts of not less than \$1,000,000.00 U.S. per occurrence and aggregate and will name the other Parties as additional insureds on the policies.

10. No Public Rights. Nothing contained in this Agreement shall or shall be deemed to constitute a gift or dedication of any portion of the Expanded Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantors and Grantee that this Agreement shall be strictly limited to and for the purposes expressed in this Agreement and/or the Existing REA. Grantors and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third-party beneficiaries of this Agreement or of any of the rights and privileges conferred herein.

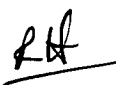
11. Amendment. Except as otherwise provided in Section 3 above, no termination, extension, modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed and acknowledged by the Parties and recorded.

12. Priority of this Agreement. This Agreement shall be senior and superior to any and all deeds of trust, mortgages or similar monetary liens or encumbrances of any type or amount (each, an "**Encumbrance**") which may now or hereafter encumber the Van's Golf Property, the Dunn-Edwards Property, or the Grantee Property. Each Party hereby represents and warrants that its Property is not subject to any Encumbrances by any lender except those signing on the Lender Consent pages attached to this Agreement.

13. Attorneys' Fees. In the event that any litigation should arise out of or relate to this Agreement, the prevailing Party or Parties shall be entitled to recover its/their court costs and reasonable attorneys' fees from the non-prevailing Party or Parties.

14. Notices. All notices, demands, statements and requests required or permitted to be given hereunder must be in writing and shall be deemed properly given (i) when personally delivered; (ii) three business days after being mailed by certified U.S. mail, return receipt requested, postage prepaid; or (iii) one business day after being sent by FedEx, Express Mail, or other commercial overnight courier, in each case (except for personal delivery) addressed as set forth below:

If to Van's Golf: c/o Roger Dunn Golf  
1430 South Village Way, Suite "T"  
Santa Ana, CA 92705  
Attention: Alan G. Morris

If to Dunn-Edwards: c/o Nick Hess  
Dunn-Edwards Corporation  
~~4885 E. 2nd Place~~ 4885 E. 52nd Place   
Los Angeles, CA 90058

If to Grantee: Clear Sky Capital  
 2398 East Camelback Road, Suite 615  
 Phoenix, AZ 85016  
 Attn: Matt Mason, General Counsel

With a required copy to: Snell & Wilmer, LLP  
 400 East Van Buren  
 Phoenix, AZ 85004-2202  
 Attn: Byron Sarhangian, Esq.

If any Party changes its address, such Party shall promptly send notice to the other Parties of the new address to which notices to such Party should be sent.

15. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

16. Entire Agreement. This Agreement and the exhibits attached hereto contain all of the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements between the Parties or any of them with respect to the subject matter hereof are merged herein and replaced by this Agreement.

17. No Strict Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction in order to fulfill the intentions of the Parties. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures of the Parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

19. Captions. The Section headings appearing in this Agreement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any Section hereof.

20. Further Assurances. Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by any other Party to effectuate the purposes and intention of this Agreement.

21. Power and Authority. Each Party hereby represents and warrants that (i) it has taken, as applicable, all corporate, partnership, limited liability company or equivalent entity actions required for its execution and delivery of this Agreement; and (ii) its compliance with or

fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which it is a party or by which it is otherwise bound.

22. Exhibits. All Exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

23. Recording. This Agreement shall be recorded in the records of Maricopa County, Arizona.

24. Governing Laws. The internal laws of the State of Arizona shall apply to this Agreement without giving effect to the choice of law provisions of such State.

25. Grantee's Special Covenants. Grantee covenants and agrees that:

(a) The Project will be completed no later than three years from the date this Agreement is recorded.

(b) At no time will the Grantee Property be used for an auction (except for auctions conducted in the ordinary course of a self-storage business), paint store, golf equipment store, drive-thru or fast food restaurant, grocery or similar big box retail store, gym or physical fitness facility, swap meet, auto auction, marijuana dispensary, funeral home, flea market, adult entertainment club, adult video store or adult book store, liquor store, abortion clinic, church or other place of worship, tattoo parlor, self-service laundry facility, check cashing establishment, off track betting facility, banquet hall, auditorium, massage parlor, vapor store, office devoted to the Department of Motor Vehicles, office or clinic primarily devoted to drug rehabilitation services, or office devoted to monitoring or meeting of paroled individuals.

(c) In no event shall the Grantee Property's use of the Expanded Easement Area exceed 60 vehicle trips (i.e., 30 ins and 30 outs) per hour during peak periods.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**



**ACCESS AND UTILITY EASEMENT AGREEMENT – SIGNATURE PAGE**

The Parties have executed this Agreement as of the Effective Date above.

**GRANTORS:**

**DUNN-EDWARDS CORPORATION**, a  
Delaware corporation

By: *Robert Hill*  
Name: Robert Hill  
Title: EVP/CFO

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On MAY 5, 2021, before me, AMALIA OROSCO-MEZA, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared ROBERT W HILL,

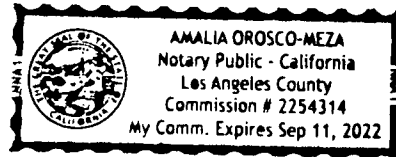
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Amalia Orasco-Meza*  
Signature of Notary Public

(Notary Seal)





**LENDER CONSENT**

JPMorgan Chase Bank, N.A. ("Lender"), is the Beneficiary of a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Deed of Trust"), recorded in the Office of the County Recorder of Maricopa County on February 3, 2017, as Document No. 20170087021 covering the Van's Golf Property described in the Agreement to which this Lender Consent is attached, and Lender hereby subordinates the lien evidenced by the above described Deed of Trust to the Agreement and agrees the Agreement shall remain in full force and effect even if Lender enforces the lien evidenced by such Deed of Trust.

**LENDER:**  
**JPMORGAN CHASE BANK, N.A.**

By [Signature]  
Its Vice president

STATE OF California

COUNTY OF Orange

This instrument was acknowledged before me on 06/10, 2021, by Jennifer Tang, the Vice president of Chase.

[Signature]  
Notary Public, State of California

My Commission expires  
01/25/2022



**ACCESS AND UTILITY EASEMENT AGREEMENT - SIGNATURE PAGE**

**LENDER CONSENT**

Clear Sky Capital Scottsdale Self Storage LP ("Lender"), is the Beneficiary of a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust"), recorded in the Office of the County Recorder of Maricopa County on September 5, 2019, as Document No. 20190693140, covering the Grantee Property described in the Agreement to which this Lender Consent is attached, and Lender hereby subordinates the lien evidenced by the above described Deed of Trust to the Agreement and agrees the Agreement shall remain in full force and effect even if Lender enforces the lien evidenced by such Deed of Trust.

**LENDER:**

Clear Sky Capital Scottsdale Self Storage LP

By *John Stevenson*  
Its *Authorized Officer*

STATE OF *Arizona*

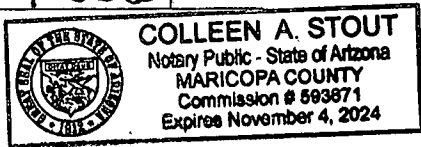
COUNTY OF *maricopa*

This instrument was acknowledged before me on *June 15*, 2021, by *John Stevenson*, the *authorized* of Clear Sky Capital Scottsdale Self Storage LP. *Officer*

*Colleen A Stout*  
Notary Public, State of *Arizona*

My Commission expires

*11-4-2024*



**EXHIBIT A-1  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Van's Golf Property)

That portion of the Southeast quarter of Section 1, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 1; Thence South 00 degrees 08 minutes 16 seconds West along the East line of said Southeast quarter a distance of 734.64 feet to a point on the Southerly right-of-way line of Granite Reef Aqueduct as described in Docket 11594, pages 159 to 162, inclusive, records of Maricopa County, Arizona; Thence North 76 degrees 27 minutes 37 seconds West along said Southerly line a distance of 443.57 feet to the True Point of Beginning; Thence South 13 degrees 32 minutes 23 seconds West 346.28 feet to a point on the Northerly line of Frank Lloyd Wright Boulevard (C.A.P. Parkway) as described in Document No. 85-016485 and Document No. 85-016489, records of Maricopa County, Arizona, said point lying on a curve, the radius of which bears North 19 degrees 33 minutes 11 seconds East a distance of 1735.00 feet; Thence Northwesterly along said Northerly line and the arc of said curve through a central angle of 05 degrees 06 minutes 36 seconds a distance of 154.74 feet; Thence North 13 degrees 32 minutes 23 seconds East leaving said Northerly line a distance of 323.24 feet to a point on the Southerly right-of-way line of said Granite Reef Aqueduct; Thence South 76 degrees 27 minutes 37 seconds East along said Southerly line a distance of 152.96 feet to the True Point of Beginning.

**EXHIBIT A-2  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Dunn-Edwards Property)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 734.64 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GRANITE REEF AQUEDUCT AS DESCRIBED IN DOCKET 11594, PAGE 159, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 76 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID SOUTHERLY LINE 596.53 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 13 DEGREES 32 MINUTES 23 SECONDS WEST LEAVING SAID SOUTHERLY LINE 323.24 FEET TO A POINT ON THE NORTHERLY LINE OF FRANK LLOYD WRIGHT BOULEVARD (C.A.P. PARKWAY) AS DESCRIBED AS 85-016485 OF OFFICIAL RECORDS AND RECORDED AS 85-016489 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 24 DEGREES 39 MINUTES 47 SECONDS EAST 1735.00 FEET;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 35 MINUTES 34 SECONDS 169.35 FEET;

THENCE NORTH 13 DEGREES 32 MINUTES 23 SECONDS EAST LEAVING SAID NORTHERLY LINE 282.51 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRANITE REEF AQUEDUCT;

THENCE SOUTH 76 DEGREES 27 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY LINE 164.32 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-3  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Grantee Property)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE SOUTH 00°08'16" WEST ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 734.61 FEET TO THE SOUTHERLY LINE OF THE CAWCD AQUEDUCT RIGHT-OF-WAY;

THENCE NORTH 76°27'37" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 97.66 FEET TO THE SOUTHEAST CORNER OF THE ABANDONED RIGHT-OF-WAY AS DESCRIBED IN RECORDED DOCUMENT 88-012452, IN THE RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL:

THENCE CONTINUING NORTH 76°27'37" WEST ALONG THE SOUTHERLY LINE OF SAID CAWCD AQUEDUCT AND THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, A DISTANCE OF 1452.85 FEET TO A POINT, SAID POINT LIES ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3065.00 FEET AND WHOSE CENTER BEARS SOUTH 29°16'56" WEST FROM THE LAST DESCRIBED POINT;





THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 08°25'29", AN ARC LENGTH OF 450.68 FEET TO A POINT OF NONTANGENCY;

THENCE SOUTH 76°27'37" EAST PARALLEL WITH AND 20.00 FEET SOUTHERLY OF THE AFOREMENTIONED ABANDON RIGHT-OF-WAY, A DISTANCE OF 1872.59 FEET;

THENCE SOUTH 00°08'16" WEST PARALLEL WITH AND 95.00 FEET WEST OF THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 92.52 FEET TO THE POINT-OF-BEGINNING.

**EXHIBIT B-1  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

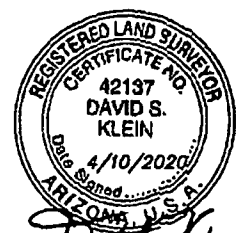
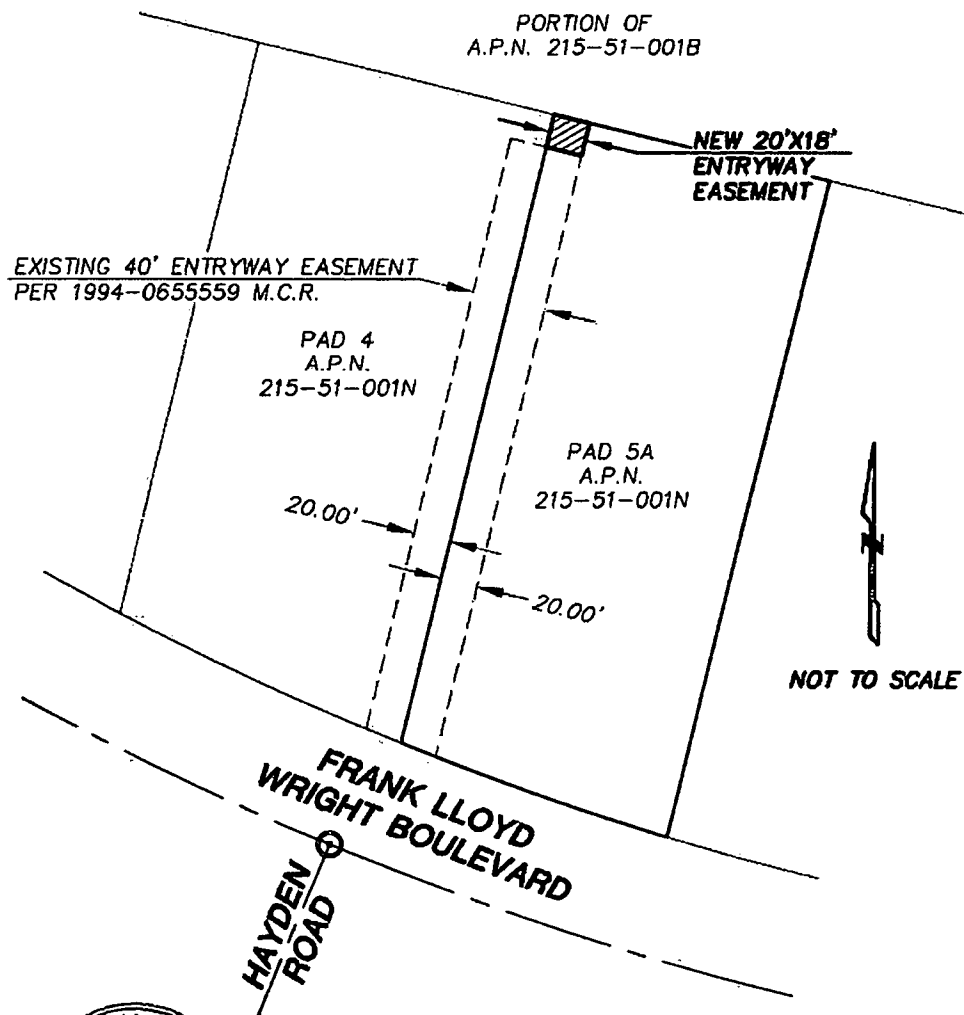
(legal description of the portion of the Additional Easement Area that falls within the Van's Golf Easement Area; depiction of such portion and of the Existing Easement Area)

<p><b>EXHIBIT</b></p> <p>DESCRIPTION OF 18'X20' ENTRYWAY EASEMENT 8720 E. FRANK LLOYD WRIGHT BOULEVARD</p>					
<p>THE WEST 20.00 FEET OF THE NORTH 18.00 FEET PAD 5A AS DESCRIBED IN DOCUMENT NO. 1994-0655559, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA</p> <p>COMPRISING OF 360 SQ. FEET OR 0.008 ACRES MORE OR LESS</p>					
 <i>David S. Klein</i>	<table border="1"> <tr> <td style="text-align: center;">  </td> <td>           2122 W. Lone Cactus Dr.            Ste. 11, Phoenix, AZ 85027            623-869-0223 (office)            623-869-0726 (fax)  <a href="http://www.superiorsurveying.com">www.superiorsurveying.com</a>  <a href="mailto:info@superiorsurveying.com">info@superiorsurveying.com</a> </td> </tr> <tr> <td>DATE: 4/10/2020</td> <td>JOB NO.: 180718-EX2</td> </tr> </table>		2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) <a href="http://www.superiorsurveying.com">www.superiorsurveying.com</a> <a href="mailto:info@superiorsurveying.com">info@superiorsurveying.com</a>	DATE: 4/10/2020	JOB NO.: 180718-EX2
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DATE: 4/10/2020	JOB NO.: 180718-EX2				

# EXHIBIT

DEPICTION OF  
18'X20' ENTRYWAY EASEMENT  
8720 E. FRANK LLOYD WRIGHT BOULEVARD

PORTION OF  
A.P.N. 215-51-001B



*David S. Klein*

**SUPERIOR**  
SURVEYING SERVICES, INC.

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www.superiorsurveying.com  
info@superiorsurveying.com

DATE: 4/10/2020

JOB NO.: 190718-EX2

**EXHIBIT B-2  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the portion of the Additional Easement Area that falls within the Dunn-Edwards Easement Area; depiction of such portion and of the Existing Easement Area)

**EXHIBIT**

**DESCRIPTION OF  
18'X20' ENTRYWAY EASEMENT AT  
8686 E. FRANK LLOYD WRIGHT BOULEVARD**

THE EAST 20.00 FEET OF THE NORTH 18.00 FEET PAD 4 AS DESCRIBED IN DOCUMENT NO. 1994-0655559, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

COMPRISING OF 360 SQ. FEET OR 0.008 ACRES MORE OR LESS



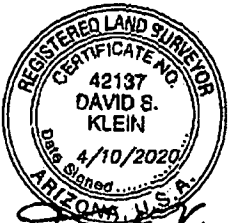
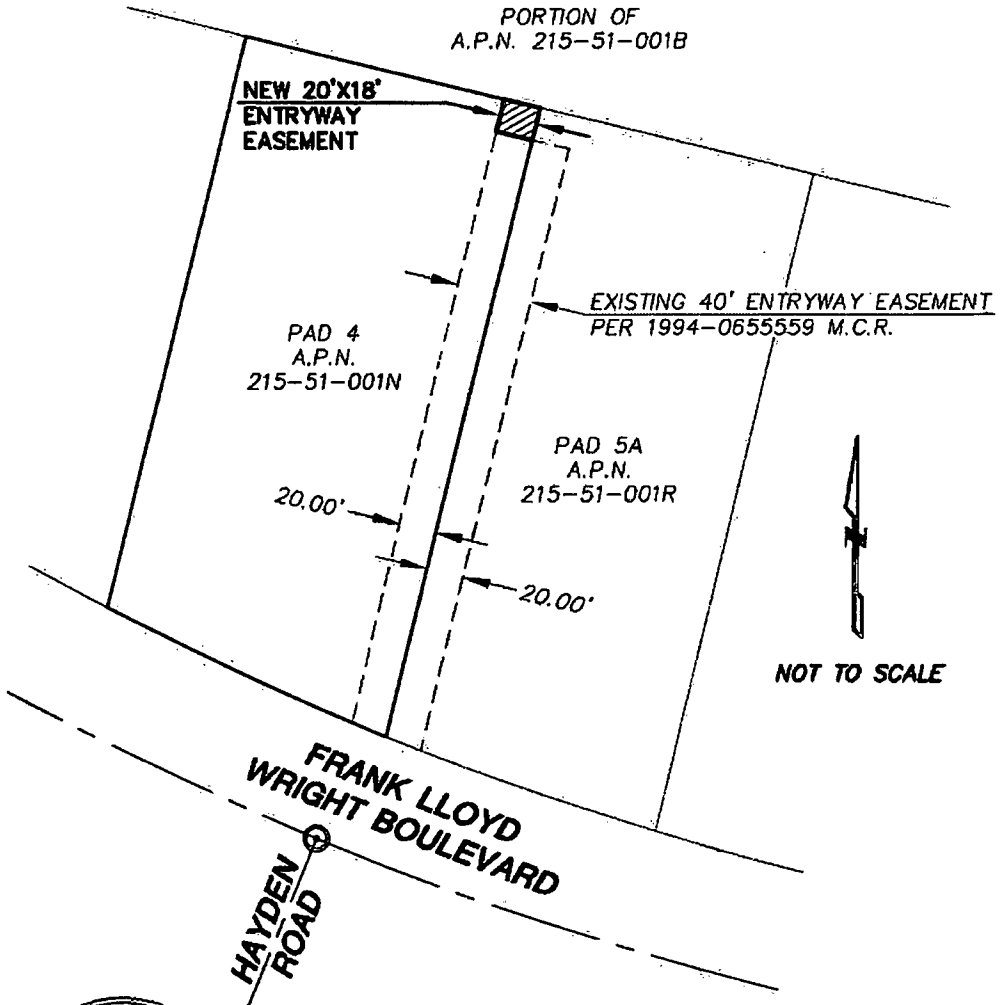
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	DATE: 4/10/2020

# EXHIBIT

DEPICTION OF  
18'X20' ENTRYWAY EASEMENT  
8686 E. FRANK LLOYD WRIGHT BOULEVARD

PORTION OF  
A.P.N. 215-51-001B



*David S. Klein*

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	DATE: 4/10/2020      JOB NO.: 190718-EX1

**EXHIBIT B-3  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Additional Easement Area; depiction of the Additional Easement Area and of the Existing Easement Area, which collectively form the Expanded Easement Area)

**EXHIBIT**

**DESCRIPTION OF  
18'X40' ENTRYWAY EASEMENT  
8686 & 8720 E. FRANK LLOYD WRIGHT BOULEVARD**

THE EAST 20.00 FEET OF THE NORTH 18.00 FEET OF PAD 4, TOGETHER WITH THE WEST 20.00 FEET OF THE NORTH 18.00 FEET OF PAD 5A AS DESCRIBED IN DOCUMENT NO. 1994-0655559, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

COMPRISING OF 720 SQ. FEET OR 0.008 ACRES MORE OR LESS



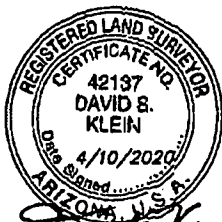
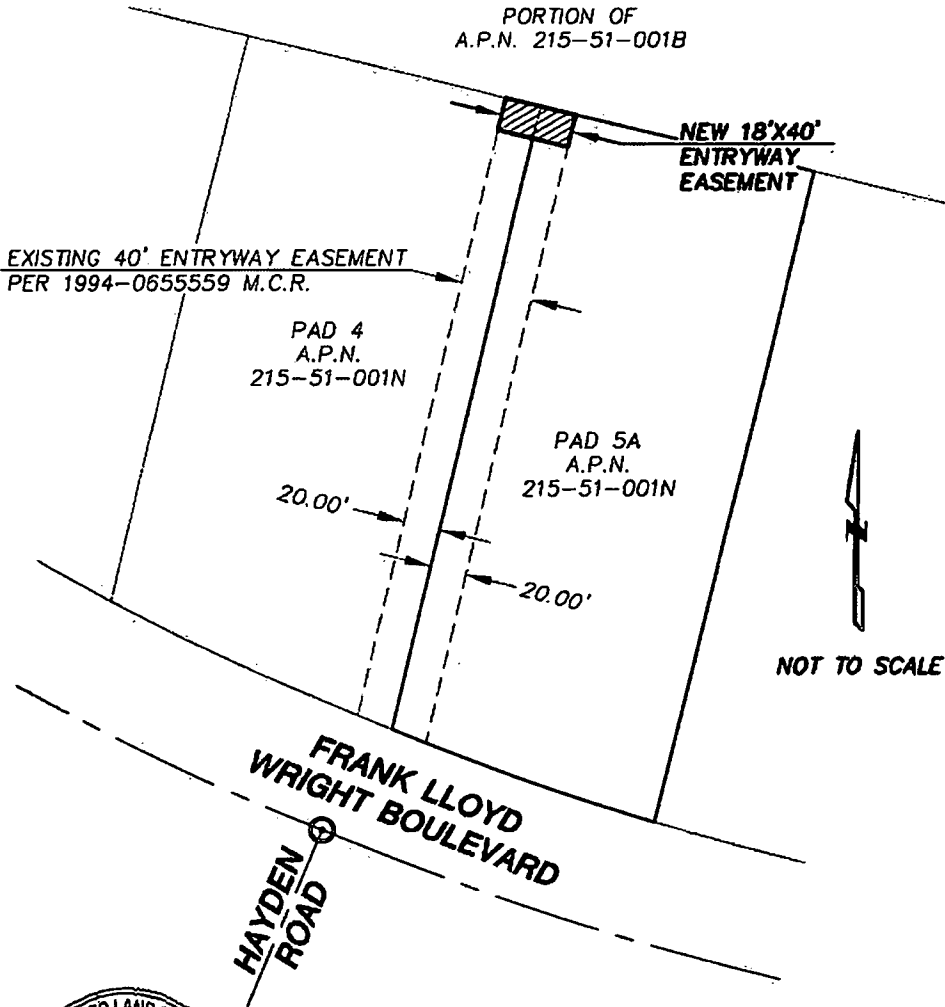
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	<b>DATE: 4/10/2020</b>

# EXHIBIT

DEPICTION OF  
18'X40' ENTRYWAY EASEMENT  
8720 E. FRANK LLOYD WRIGHT BOULEVARD

PORTION OF  
A.P.N. 215-51-001B



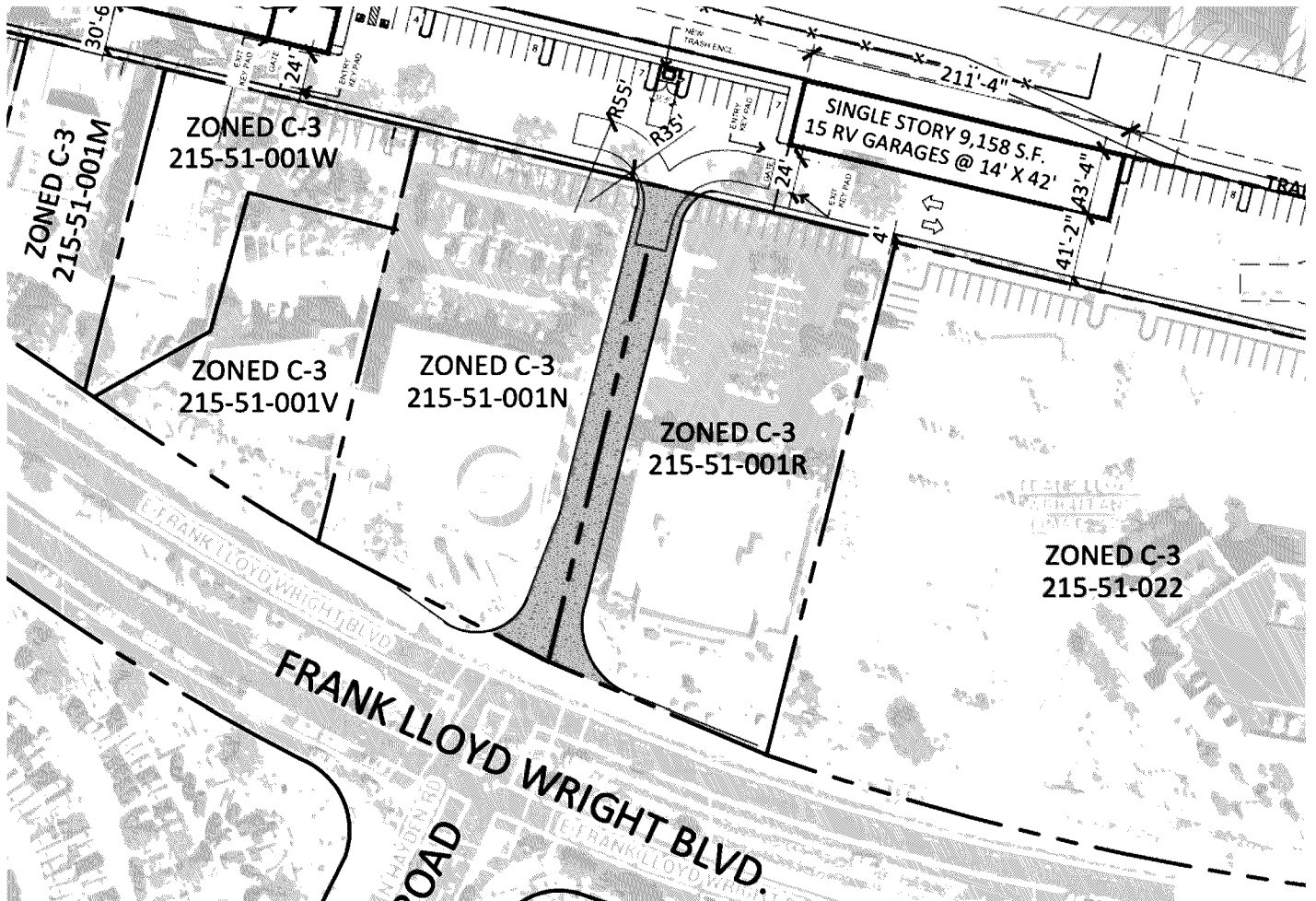
**SUPERIOR**  
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DATE: 4/10/2020

JOB NO.: 190718-EX2

**EXHIBIT C  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**



- The shaded area is the approximate location of the Expanded Easement Area. Note, however, that the Expanded Easement Area does not include any curved expansions onto either Frank Lloyd Wright Blvd. or Grantee's Property. See the depiction of the Expanded Easement Area on Exhibit B-3, which is more accurate.
- The parcel marked 215-51-001R is the approximate location of the Van's Golf Property.
- The parcel marked 215-51-0012N is the approximate location of the Dunn-Edwards Property.
- The long, narrow parcel that adjoins the Van's Golf Property and the Dunn-Edwards Property on the opposite ends from Frank Lloyd Wright Blvd. and shows the proposed locations of two long, narrow buildings is the approximate location of the Grantee Property.

1623859716620-24-1-1--  
Garcia

**WHEN RECORDED, RETURN TO:**

Snell & Wilmer, LLP  
400 East Van Buren  
Phoenix, AZ 85004-2202  
Attn: Byron Sarhangian, Esq.  
977611A

**ACCESS AND UTILITY EASEMENT AGREEMENT**

This Access and Utility Easement Agreement (this "Agreement") is made as of June 15<sup>th</sup>, 2021 (the "Effective Date") by and between VAN'S GOLF PROPERTIES L.L.C., an Arizona limited liability company ("Van's Golf"); DUNN-EDWARDS CORPORATION, a Delaware corporation ("Dunn-Edwards," and together with Van's Golf, the "Grantors"); and FLW STORAGE LLC, an Arizona limited liability company ("Grantee"). Van's Golf, Dunn-Edwards, and Grantee are sometimes collectively referred to herein as the "Parties" or individually as the "Party".

**RECITALS**

A. Van's Golf, Dunn-Edwards, and Grantee are each the owners of their respective parcels of real property located in Scottsdale, Arizona, as more particularly described in Exhibit A-1, Exhibit A-2, and Exhibit A-3 hereto (the "Van's Golf Property", the "Dunn-Edwards Property" and the "Grantee Property", respectively).

B. The Van's Golf Property (aka Pad 5A and APN 215-51-001R) and the Dunn-Edwards Property (aka Pad 4 and APN 215-51-001N) are subject to the Reciprocal Easement Declaration recorded on September 2, 1994, in Document No. 94-0655559, Official Records of Maricopa County, Arizona (called the "Existing REA"). Among other things, the Existing REA establishes an easement called the "Entryway Easement" between the Van's Golf Property and the Dunn-Edwards Property for the benefit of various parcels described in the Existing REA.

C. By their execution of this Agreement, Grantors intend to grant to Grantee an access easement over the area that is subject to the Entryway Easement ("Existing Easement Area") as well as those areas that are legally described on Exhibit B-1 and Exhibit B-2 attached hereto, thereby affording the Grantee Property access to Frank Lloyd Wright Boulevard, all in exchange for the consideration described in this Agreement. The Parties additionally intend to establish certain restrictions and limitations that are described below.

D. Grantee intends to construct a self-storage project on the Grantee Property with controlled access features (the "Project").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. Grant of Easements.

(a) Van's Golf Access Easement. Van's Golf hereby grants to Grantee, and its successors and assigns as owners of the Grantee Property, and hereby creates and imposes upon the portion of the Van's Golf Property that consists of (a) the portion of the Existing Easement Area that falls within the Van's Golf Property, and (b) the property legally described on Exhibit B-1 attached hereto (collectively, the "**Van's Easement Area**"), for the benefit of the Grantee Property: (i) a perpetual, non-exclusive easement on, over, and through the Van's Easement Area for the purpose of pedestrian and vehicular ingress and egress by Grantee and Grantee's employees, agents, contractors, customers, visitors, invitees, licensees, tenants, subtenants, and concessionaires (collectively, "**Permittees**"); and (ii) a perpetual, non-exclusive easement on, over, under, and through the Van's Easement Area for the purposes of installing, constructing, connecting, maintaining, repairing, replacing, and relocating underground utility facilities, conduit, and cables, together with all appurtenant equipment deemed necessary by Grantee (collectively, the "**Facilities**"). For added clarity, the definition of "**Facilities**" shall include underground facilities only.

(b) Dunn-Edwards Access Easement. Dunn-Edwards hereby grants to Grantee, and its successors and assigns as owners of the Grantee Property, and hereby creates and imposes upon the portion of the Dunn-Edwards Property that consists of (a) the portion of the Existing Easement Area that lies within the Dunn-Edwards Property, and (b) the property legally described on Exhibit B-2 attached hereto (collectively, the "**Dunn-Edwards Easement Area**"), for the benefit of the Grantee Property: (i) a perpetual, non-exclusive easement on, over, and through the Dunn-Edwards Easement Area for the purpose of pedestrian and vehicular ingress and egress by Grantee and Grantee's Permittees; and (ii) a perpetual, non-exclusive easement on, over, under, and through the Dunn-Edwards Easement Area for the purposes of installing, constructing, connecting, maintaining, repairing, and replacing the Facilities.

(c) Definitions. The Van's Easement Area and the Dunn-Edwards Easement Area are called, collectively, the "**Expanded Easement Area.**" The Expanded Easement Area consists of the Existing Easement Area plus an approximately 720 square foot parcel of land that lies between the northerly end of the Existing Easement Area and the Grantee Property (the "**Additional Easement Area**"), which is legally described on Exhibit B-3 hereto. Exhibit C hereto is a diagram that depicts the approximate locations of the Van's Golf Property, the Dunn-Edwards Property, the Grantee Property, and the Expanded Easement Area.

(d) Relocate. Grantee shall have the right to relocate the electric transformer that is currently located on the portion of the Expanded Easement Area that forms part of the Dunn-Edwards Property to another location within the Dunn-Edwards Property that is approved by Dunn-Edwards (such approval not to be unreasonably withheld, conditioned or delayed), provided that (i) Grantee provides Dunn-Edwards with 10 days' prior written notice of the proposed relocation; (ii) the relocation does not unreasonably interfere with or diminish the utility services to Dunn-Edwards; and (iii) Grantee bears all of the costs of the relocation.

(e) Existing Improvements. Subject to the provisions of Section 1(d) above, Grantee acknowledges that all existing improvements that may be located in the Expanded Easement Area (curbing, landscaping, etc.) are expressly permitted under this Agreement from and after the Effective Date. Grantee agrees to use its reasonable efforts to ensure that these existing improvements will not be required to be removed in connection with Grantee's construction and installation work described in this Agreement; provided, however, in the event such disturbance cannot be reasonably avoided, Grantee shall have the right to remove any such existing improvements in connection with Grantee's construction and installation work described in this Agreement so long as Grantee restores such area promptly to the same or similar condition.

(f) Permittees. Notwithstanding anything to the contrary in this Agreement, the term "Permittees" will include the persons and entities described above only insofar as necessary for the lawful and customary use of the Grantee Property.

(g) Additional Limitations. Any above-ground Facilities proposed to be installed in the Expanded Easement Area must be approved in writing by the owner of the burdened parcel, except that Grantee may install pavement and curbing without further approval and except that Grantee may relocate the electric transformer on the Dunn-Edwards Property or the Grantee Property, as provided under Section 1(d) above. Further, Grantee must not alter the location of the existing curb cuts and driveway areas that provide access to the Van's Golf Property or the Dunn-Edwards Property.

2. Nature and Effect of Easements and Restrictions. The easements, covenants, restrictions and provisions contained in this Agreement:

(a) Are made for the direct benefit of the Parties hereto and their respective Permittees in their use of their respective properties;

(b) Create equitable servitudes upon each Party's property in favor of the properties of the other Parties;

(c) Constitute covenants running with the land, and shall bind and benefit the future owners of the properties in question; and

(d) Are appurtenances to the properties of each of the Parties, and shall not be transferred, assigned or encumbered except as an appurtenance to such properties.

3. Term. This Agreement shall continue in full force and effect in perpetuity, unless and until terminated by a duly recorded instrument, executed and acknowledged by all of the Parties subject to this Agreement on the date of such recordation. Anything to the contrary in this Agreement notwithstanding, however, either Grantor (or its successor owner) may terminate this Agreement, and the easements granted hereunder, by recording a notice of termination with the office of the Maricopa County Recorder, should Grantee (or any successor owner or Permittee of the Grantee Property) violate any of the provisions of Section 25(a) below.

4. Initial Construction and Installation.

(a) Grantee agrees that neither Grantee nor its Permittees will: (i) use the Expanded Easement Area for construction vehicle or equipment access during the development and construction of the Project, except as permitted in Section 4(d) below; or (ii) use any part of the Dunn-Edwards Property or the Van's Golf Property (including the Expanded Easement Area) at any time for parking, storage or staging.

(b) In connection with the installation of the Facilities, Grantee and its Permittees may use and locate construction vehicles and equipment in the Expanded Easement Area but only when engaged in actual construction and installation. During its installation of the Facilities, Grantee will use reasonable efforts to minimize (and cause its Permittees to minimize) any disruption to access to the Dunn-Edwards Property and Van's Golf Property and, in no case, will access be interrupted during customary business hours of operation on the Dunn-Edwards Property or the Van's Golf Property, as applicable. By way of example, Grantee will provide temporary access over all open-trenched areas affecting access points to the Dunn-Edwards Property or the Van's Golf Property. Grantee will provide both Dunn-Edwards and Van's Golf with at least 10 days' prior written notice of the commencement of any planned installation of the Facilities, including the estimated completion date as well as any plans for altered access or temporary restrictions in the areas of construction. When not actively used in construction and installation of the Facilities, the Expanded Easement Area must be maintained by Grantee in a clean and safe condition. Once commenced, all Facilities installation must be completed in a commercially reasonable time.

(c) Grantors have advised Grantee that various utility easements affect the Expanded Easement Area. Grantee must make all appropriate inquiry of any applicable utility company regarding the exact physical location of all utility lines. Grantee must obtain all appropriate consents and approvals to relocate any existing utility lines. All utility relocation work must be performed in accordance with the utility company's standards and requirements. Grantee shall ensure that its activities in the Expanded Easement Area do not damage the existing utility lines or interrupt utility service, and Grantee must indemnify, defend, and hold harmless each of the applicable Grantors for, from, and against all loss, cost, damage, liability, and claims arising out of any acts or omissions of Grantee or its Permittees in connection with the utility work described above.

(d) Grantee shall use commercially reasonable efforts to complete the construction of the Project on the Grantee Property within twenty-four (24) months of commencement, subject to force majeure and/or other causes beyond the reasonable control of Grantee. Except in connection with active construction efforts on the Expanded Easement Area described in Section 4(b) above, Grantee will use alternate access points (other than the Expanded Easement Area) for construction vehicles and material deliveries during construction of the Project on the Grantee Property. This includes Grantee's use of the alternate access points to the farthest east and west of the Grantee Property. If, and only if, Grantee is prevented from using these alternative access points by applicable governmental authorities, Grantee, after written notice to both Grantors, will be entitled to use the Expanded Easement Area for construction traffic to and from the Grantee Property so long as: (i) construction vehicle and equipment access is limited, to the fullest extent possible, to periods of time before 6:00 a.m. and after 6:00 p.m.; (ii) entry and exit points from and to the Expanded Easement Area from and to the Van's Golf Property and the Dunn-Edwards Property are not blocked by entry or exit traffic from the Grantee

Property (which may be accomplished through monitored and regulated ingress and egress by Grantee); and (iii) all damage as a result of this construction traffic is promptly repaired.

(e) No later than the earliest of (i) three months following completion of the installation of the Facilities, (ii) completion of construction of the Project on the Grantee Property, or (iii) 36 months following the Effective Date, Grantee shall, at its sole cost, restore the paving on the Entry Easement Area and pave the Additional Easement Area, in each case to Grantors' reasonable satisfaction and at least to the standards of the paving on the Entry Easement Area when it was initially installed.

(f) As partial consideration for Grantors' grant of the easements provided for in this Agreement, Grantee shall, at its sole cost, no later than six months following the Effective Date, restore the parking lots located on the Van's Golf Property and the Dunn-Edwards Property to commercial grade, Class A standards, in each case reasonably satisfactory to the Grantor who owns the parking lot in question. In the case of Dunn-Edwards' parking lot, such standards shall include, without limitation, performing all of the work relating to such parking lot that is specified in the bid by Sundland Asphalt dated August 3, 2020, No. 6199, Scottsdale Store #65, a copy of which has been provided to Grantee.

5. Construction Liens. In the event any liens are filed against the Dunn-Edwards Property or the Van's Golf Property in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to this Agreement, Grantee shall have the liens immediately discharged of record.

6. Non-disturbance and Repair. Grantee will not cause unreasonable interference with the activities of the Grantors or any of the benefitted owners described in the Existing REA in connection with Grantee's operations in the Expanded Easement Area.

7. Maintenance. At all times from and after the Effective Date, Grantee, at its sole cost and expense, shall maintain, repair, and replace the Expanded Easement Area in good order, condition, and repair; provided, however, that the Parties owning each of the Dunn-Edwards Property, the Van's Golf Property and the Grantee Property, respectively, will be responsible for maintaining, repairing, and replacing, in each case except as provided in Section 4 above: (i) any utility facilities installed by such Party in or under the Expanded Easement Area or another Party's property; and (ii) any parking areas, landscaping, lighting, and monument signs located on such Party's property. For purposes of the prior sentence, each Party shall have the right to enter the Expanded Easement Area to perform the utility maintenance, repair, and/or replacement. Grantee's ongoing maintenance responsibilities described in this Section 7 will include the repair of all pot holes and periodic repaving; however, if any damage results from an identifiable and specific use or condition on either the Van's Golf Property or the Dunn-Edwards Property (other than ordinary wear and tear), the responsible owner will pay for the costs of repair. Any owner conducting any maintenance, repair, replacement, construction, installation, or other similar activity on another Party's property that may impact access over or utilities within the Expanded Easement Area as permitted in this Agreement, including without limitation, construction and installation of any utilities: (i) must provide plans and specifications to the Party owning the burdened property for any new construction for the burdened owner Party's review and approval, which will not be unreasonably withheld, and will be deemed given

if such Party fails to respond within 15 days after receipt; (ii) must provide at least 10 days' written notice to all other Parties prior to commencing any such activity (except in the case of an emergency, in which case notice must be given as soon as, and in a manner that is, reasonably practicable); (iii) may not unreasonably interfere with the business operations of any other property; (iv) must coordinate its construction activities with the burdened owner Party and reasonably accommodate such Party's requests to the extent related to minimizing disruption to such Party's property; (v) after commencement, must diligently pursue such activity to completion; and (vi) must cause such activities to be performed in a good and workmanlike, lien-free manner.

8. Default: Remedies.

(a) If Grantee fails to perform any of its obligations under this Agreement as and when provided for hereunder (including, without limitation, Grantee's obligations under Sections 4(e), 4(f), and 7 above), either of Grantors may provide written notice to Grantee and the other Grantor of the failure of performance, in which case, if Grantee fails to perform the matter within 30 days of the written notice (or, if such default is not one that is reasonably susceptible of being cured within a period of 30 days, then within such additional period of time as may be reasonably necessary to effect a cure, so long as Grantee commences cure within such 30-day period and thereafter diligently and continuously pursues such cure to completion), Grantee shall be in "**Default**" hereunder. Upon the occurrence of a Default, the notifying Grantor may (i) cause the work to be performed at Grantee's expense and Grantee will reimburse the performing Grantor for the cost of the performance and repairs plus a 10% service fee by no later than 30 days after Grantee has been supplied with a verifiable cost accounting, (ii) seek injunctive relief, and/or (iii) seek damages. Amounts not timely repaid under this Section 8(a) will bear interest at the rate of 10% per annum.

(b) There is hereby established a lien against the Grantee Property, which lien shall secure payment of all amounts that Grantee (or any subsequent owner of the Grantee Property) should become obligated to pay to either Grantor pursuant to Section 8(a) above. Any Grantor claiming a lien pursuant to the preceding sentence shall, in order to enforce such lien, execute and record a notice of its claim of lien, which notice shall include (i) the name of the lien claimant; (ii) an identification of the owner or reputed owner of the Grantee Property; (iii) a legal description of the Grantee Property; (iv) a description of the basis for the claim, including, if applicable, a general description of the work performed that has given rise to the claim of lien and a statement itemizing the amount thereof; and (v) a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the recorder's number hereof. The notice shall be duly acknowledged and shall certify that a copy thereof has been served upon the owner against whom the lien is claimed by personal service or by certified mail, return receipt requested. The lien shall be in the amount claimed thereby (plus interest at 10% per annum and any additional costs and expenses, including reasonable attorneys' fees, incurred by the lien claimant in seeking to enforce or foreclose such lien) and may be foreclosed in the manner provided by law for foreclosure of realty mortgages.

9. Indemnity and Insurance. Each Party agrees to indemnify, defend, and hold harmless each of the other Parties for, from, and against all loss, cost, damage, liability, and claims arising out of the use of the Expanded Easement Area by the respective Party or its



If to Grantee: Clear Sky Capital  
 2398 East Camelback Road, Suite 615  
 Phoenix, AZ 85016  
 Attn: Matt Mason, General Counsel

With a required copy to: Snell & Wilmer, LLP  
 400 East Van Buren  
 Phoenix, AZ 85004-2202  
 Attn: Byron Sarhangian, Esq.

If any Party changes its address, such Party shall promptly send notice to the other Parties of the new address to which notices to such Party should be sent.

15. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

16. Entire Agreement. This Agreement and the exhibits attached hereto contain all of the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements between the Parties or any of them with respect to the subject matter hereof are merged herein and replaced by this Agreement.

17. No Strict Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction in order to fulfill the intentions of the Parties. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures of the Parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

19. Captions. The Section headings appearing in this Agreement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any Section hereof.

20. Further Assurances. Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by any other Party to effectuate the purposes and intention of this Agreement.

21. Power and Authority. Each Party hereby represents and warrants that (i) it has taken, as applicable, all corporate, partnership, limited liability company or equivalent entity actions required for its execution and delivery of this Agreement; and (ii) its compliance with or

fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which it is a party or by which it is otherwise bound.

22. Exhibits. All Exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

23. Recording. This Agreement shall be recorded in the records of Maricopa County, Arizona.

24. Governing Laws. The internal laws of the State of Arizona shall apply to this Agreement without giving effect to the choice of law provisions of such State.

25. Grantee's Special Covenants. Grantee covenants and agrees that:

(a) The Project will be completed no later than three years from the date this Agreement is recorded.

(b) At no time will the Grantee Property be used for an auction (except for auctions conducted in the ordinary course of a self-storage business), paint store, golf equipment store, drive-thru or fast food restaurant, grocery or similar big box retail store, gym or physical fitness facility, swap meet, auto auction, marijuana dispensary, funeral home, flea market, adult entertainment club, adult video store or adult book store, liquor store, abortion clinic, church or other place of worship, tattoo parlor, self-service laundry facility, check cashing establishment, off track betting facility, banquet hall, auditorium, massage parlor, vapor store, office devoted to the Department of Motor Vehicles, office or clinic primarily devoted to drug rehabilitation services, or office devoted to monitoring or meeting of paroled individuals.

(c) In no event shall the Grantee Property's use of the Expanded Easement Area exceed 60 vehicle trips (i.e., 30 ins and 30 outs) per hour during peak periods.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**



**ACCESS AND UTILITY EASEMENT AGREEMENT – SIGNATURE PAGE**

The Parties have executed this Agreement as of the Effective Date above.

**GRANTORS:**

**DUNN-EDWARDS CORPORATION, a  
Delaware corporation**

By: *Robert Hill*  
Name: Robert Hill  
Title: EVP/CFO

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On MAY 5, 2021, before me, AMALIA OROSCO-MEZA, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared ROBERT W HILL,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Amalia Orasco-Meza*  
Signature of Notary Public

(Notary Seal)





**LENDER CONSENT**

JPMorgan Chase Bank, N.A. ("Lender"), is the Beneficiary of a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Deed of Trust"), recorded in the Office of the County Recorder of Maricopa County on February 3, 2017, as Document No. 20170087021 covering the Van's Golf Property described in the Agreement to which this Lender Consent is attached, and Lender hereby subordinates the lien evidenced by the above described Deed of Trust to the Agreement and agrees the Agreement shall remain in full force and effect even if Lender enforces the lien evidenced by such Deed of Trust.

**LENDER:**  
**JPMORGAN CHASE BANK, N.A.**

By [Signature]  
Its Vice president

STATE OF California

COUNTY OF Orange

This instrument was acknowledged before me on 06/10, 2021, by Jennifer Tang, the Vice president of Chase.

[Signature]  
Notary Public, State of California

My Commission expires  
01/25/2022



**ACCESS AND UTILITY EASEMENT AGREEMENT - SIGNATURE PAGE**

**LENDER CONSENT**

Clear Sky Capital Scottsdale Self Storage LP ("Lender"), is the Beneficiary of a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust"), recorded in the Office of the County Recorder of Maricopa County on September 5, 2019, as Document No. 20190693140, covering the Grantee Property described in the Agreement to which this Lender Consent is attached, and Lender hereby subordinates the lien evidenced by the above described Deed of Trust to the Agreement and agrees the Agreement shall remain in full force and effect even if Lender enforces the lien evidenced by such Deed of Trust.

**LENDER:**

Clear Sky Capital Scottsdale Self Storage LP

By *John Stevenson*  
Its *Authorized Officer*

STATE OF *Arizona*

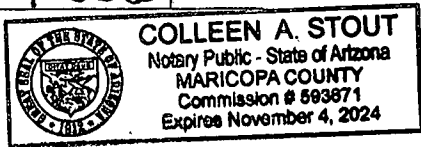
COUNTY OF *maricopa*

This instrument was acknowledged before me on *June 15*, 2021, by *John Stevenson*, the *authorized* of Clear Sky Capital Scottsdale Self Storage LP. *Officer*

*Colleen A Stout*  
Notary Public, State of *Arizona*

My Commission expires

*11-4-2024*



**EXHIBIT A-1  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Van's Golf Property)

That portion of the Southeast quarter of Section 1, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 1; Thence South 00 degrees 08 minutes 16 seconds West along the East line of said Southeast quarter a distance of 734.64 feet to a point on the Southerly right-of-way line of Granite Reef Aqueduct as described in Docket 11594, pages 159 to 162, inclusive, records of Maricopa County, Arizona; Thence North 76 degrees 27 minutes 37 seconds West along said Southerly line a distance of 443.57 feet to the True Point of Beginning; Thence South 13 degrees 32 minutes 23 seconds West 346.28 feet to a point on the Northerly line of Frank Lloyd Wright Boulevard (C.A.P. Parkway) as described in Document No. 85-016485 and Document No. 85-016489, records of Maricopa County, Arizona, said point lying on a curve, the radius of which bears North 19 degrees 33 minutes 11 seconds East a distance of 1735.00 feet; Thence Northwesterly along said Northerly line and the arc of said curve through a central angle of 05 degrees 06 minutes 36 seconds a distance of 154.74 feet; Thence North 13 degrees 32 minutes 23 seconds East leaving said Northerly line a distance of 323.24 feet to a point on the Southerly right-of-way line of said Granite Reef Aqueduct; Thence South 76 degrees 27 minutes 37 seconds East along said Southerly line a distance of 152.96 feet to the True Point of Beginning.

**EXHIBIT A-2  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Dunn-Edwards Property)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 08 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 734.64 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GRANITE REEF AQUEDUCT AS DESCRIBED IN DOCKET 11594, PAGE 159, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 76 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID SOUTHERLY LINE 596.53 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 13 DEGREES 32 MINUTES 23 SECONDS WEST LEAVING SAID SOUTHERLY LINE 323.24 FEET TO A POINT ON THE NORTHERLY LINE OF FRANK LLOYD WRIGHT BOULEVARD (C.A.P. PARKWAY) AS DESCRIBED AS 85-016485 OF OFFICIAL RECORDS AND RECORDED AS 85-016489 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT LYING ON A CURVE, THE RADIUS OF WHICH BEARS NORTH 24 DEGREES 39 MINUTES 47 SECONDS EAST 1735.00 FEET;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 35 MINUTES 34 SECONDS 169.35 FEET;

THENCE NORTH 13 DEGREES 32 MINUTES 23 SECONDS EAST LEAVING SAID NORTHERLY LINE 282.51 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRANITE REEF AQUEDUCT;

THENCE SOUTH 76 DEGREES 27 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY LINE 164.32 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A-3  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Grantee Property)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE SOUTH 00°08'16" WEST ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 734.61 FEET TO THE SOUTHERLY LINE OF THE CAWCD AQUEDUCT RIGHT-OF-WAY;

THENCE NORTH 76°27'37" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 97.66 FEET TO THE SOUTHEAST CORNER OF THE ABANDONED RIGHT-OF-WAY AS DESCRIBED IN RECORDED DOCUMENT 88-012452, IN THE RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL:

THENCE CONTINUING NORTH 76°27'37" WEST ALONG THE SOUTHERLY LINE OF SAID CAWCD AQUEDUCT AND THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, A DISTANCE OF 1452.85 FEET TO A POINT, SAID POINT LIES ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3065.00 FEET AND WHOSE CENTER BEARS SOUTH 29°16'56" WEST FROM THE LAST DESCRIBED POINT;





THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 08°25'29", AN ARC LENGTH OF 450.68 FEET TO A POINT OF NONTANGENCY;

THENCE SOUTH 76°27'37" EAST PARALLEL WITH AND 20.00 FEET SOUTHERLY OF THE AFOREMENTIONED ABANDON RIGHT-OF-WAY, A DISTANCE OF 1872.59 FEET;

THENCE SOUTH 00°08'16" WEST PARALLEL WITH AND 95.00 FEET WEST OF THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 92.52 FEET TO THE POINT-OF-BEGINNING.

**EXHIBIT B-1  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

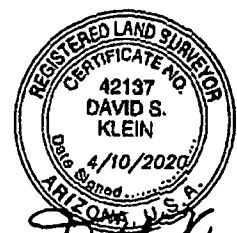
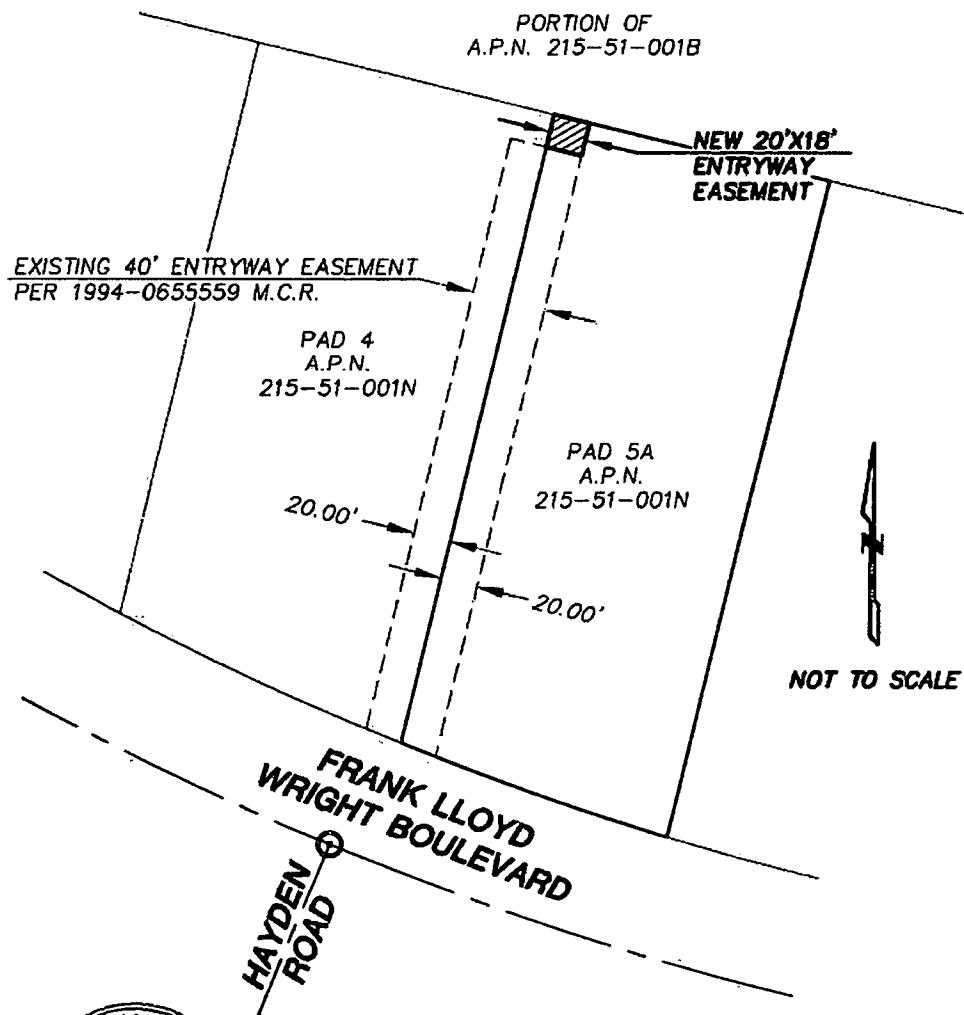
(legal description of the portion of the Additional Easement Area that falls within the Van's Golf Easement Area; depiction of such portion and of the Existing Easement Area)

<p><b>EXHIBIT</b></p> <p>DESCRIPTION OF 18'X20' ENTRYWAY EASEMENT 8720 E. FRANK LLOYD WRIGHT BOULEVARD</p>					
<p>THE WEST 20.00 FEET OF THE NORTH 18.00 FEET PAD 5A AS DESCRIBED IN DOCUMENT NO. 1994-0655559, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA</p> <p>COMPRISING OF 360 SQ. FEET OR 0.008 ACRES MORE OR LESS</p>					
 <i>David S. Klein</i>	<table border="1"> <tr> <td style="text-align: center;">  </td> <td> <p>2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com</p> </td> </tr> <tr> <td> <p>DATE: 4/10/2020</p> </td> <td> <p>JOB NO.: 180718-EX2</p> </td> </tr> </table>		<p>2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com</p>	<p>DATE: 4/10/2020</p>	<p>JOB NO.: 180718-EX2</p>
	<p>2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com</p>				
<p>DATE: 4/10/2020</p>	<p>JOB NO.: 180718-EX2</p>				

# EXHIBIT

DEPICTION OF  
18'X20' ENTRYWAY EASEMENT  
8720 E. FRANK LLOYD WRIGHT BOULEVARD

PORTION OF  
A.P.N. 215-51-001B



**SUPERIOR**  
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr.  
Ste. 11, Phoenix, AZ 85027  
623-869-0223 (office)  
623-869-0726 (fax)  
www.superiorsurveying.com  
info@superiorsurveying.com

DATE: 4/10/2020

JOB NO.: 190718-EX2

**EXHIBIT B-2  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

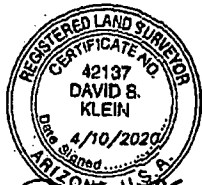
(legal description of the portion of the Additional Easement Area that falls within the Dunn-Edwards Easement Area; depiction of such portion and of the Existing Easement Area)

**EXHIBIT**

**DESCRIPTION OF  
18'X20' ENTRYWAY EASEMENT AT  
8686 E. FRANK LLOYD WRIGHT BOULEVARD**

THE EAST 20.00 FEET OF THE NORTH 18.00 FEET PAD 4 AS DESCRIBED IN DOCUMENT NO. 1994-0655559, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

COMPRISING OF 360 SQ. FEET OR 0.008 ACRES MORE OR LESS



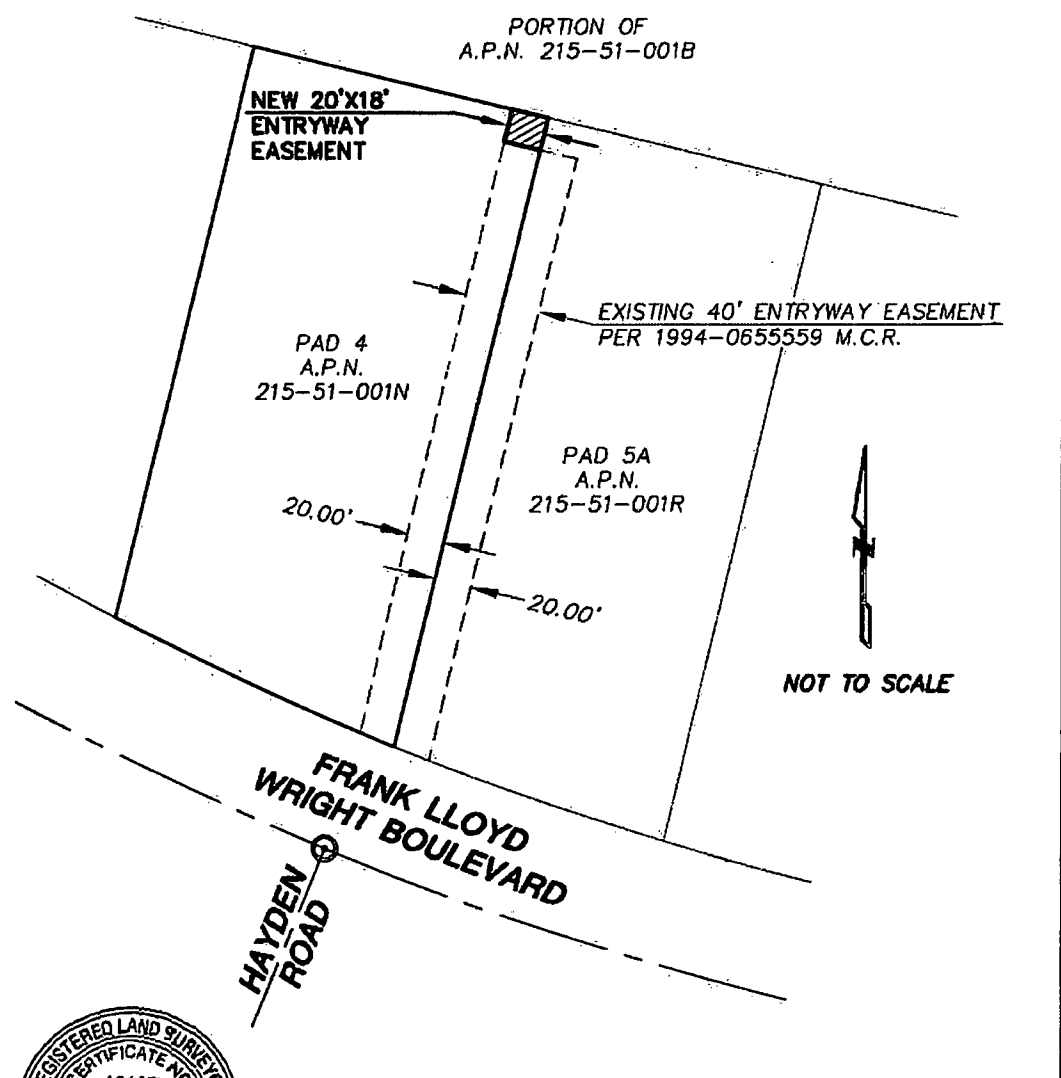
*David B. Klein*

 <b>SUPERIOR</b> SURVEYING SERVICES, INC.	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) <a href="http://www.superiorsurveying.com">www.superiorsurveying.com</a> <a href="mailto:info@superiorsurveying.com">info@superiorsurveying.com</a>
	DATE: 4/10/2020

# EXHIBIT

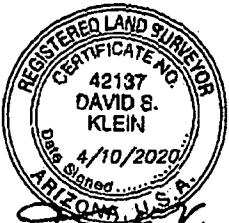
DEPICTION OF  
18'X20' ENTRYWAY EASEMENT  
8686 E. FRANK LLOYD WRIGHT BOULEVARD

PORTION OF  
A.P.N. 215-51-001B



FRANK LLOYD  
WRIGHT BOULEVARD

HAYDEN  
ROAD



*David S. Klein*

 <b>SUPERIOR</b> SURVEYING SERVICES, INC.	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) <a href="http://www.superiorsurveying.com">www.superiorsurveying.com</a> <a href="mailto:info@superiorsurveying.com">info@superiorsurveying.com</a>
	DATE: 4/10/2020

**EXHIBIT B-3  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

(legal description of the Additional Easement Area; depiction of the Additional Easement Area and of the Existing Easement Area, which collectively form the Expanded Easement Area)

**EXHIBIT**

**DESCRIPTION OF  
18'X40' ENTRYWAY EASEMENT  
8686 & 8720 E. FRANK LLOYD WRIGHT BOULEVARD**

THE EAST 20.00 FEET OF THE NORTH 18.00 FEET OF PAD 4, TOGETHER WITH THE WEST 20.00 FEET OF THE NORTH 18.00 FEET OF PAD 5A AS DESCRIBED IN DOCUMENT NO. 1994-0655559, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

COMPRISING OF 720 SQ. FEET OR 0.008 ACRES MORE OR LESS



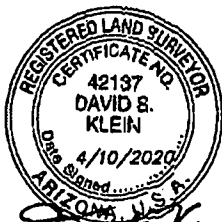
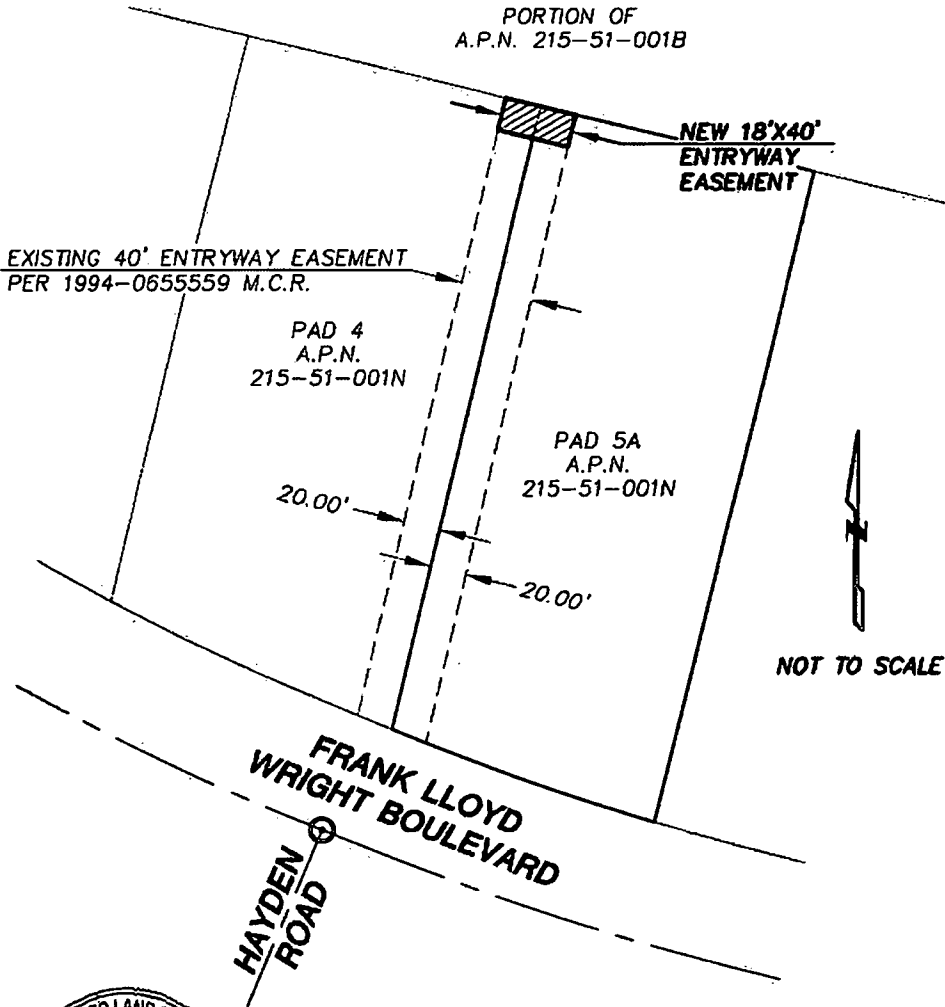
*David S. Klein*

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	<p>DATE: 4/10/2020</p>

# EXHIBIT

DEPICTION OF  
18'X40' ENTRYWAY EASEMENT  
8720 E. FRANK LLOYD WRIGHT BOULEVARD

PORTION OF  
A.P.N. 215-51-001B



*David S. Klein*

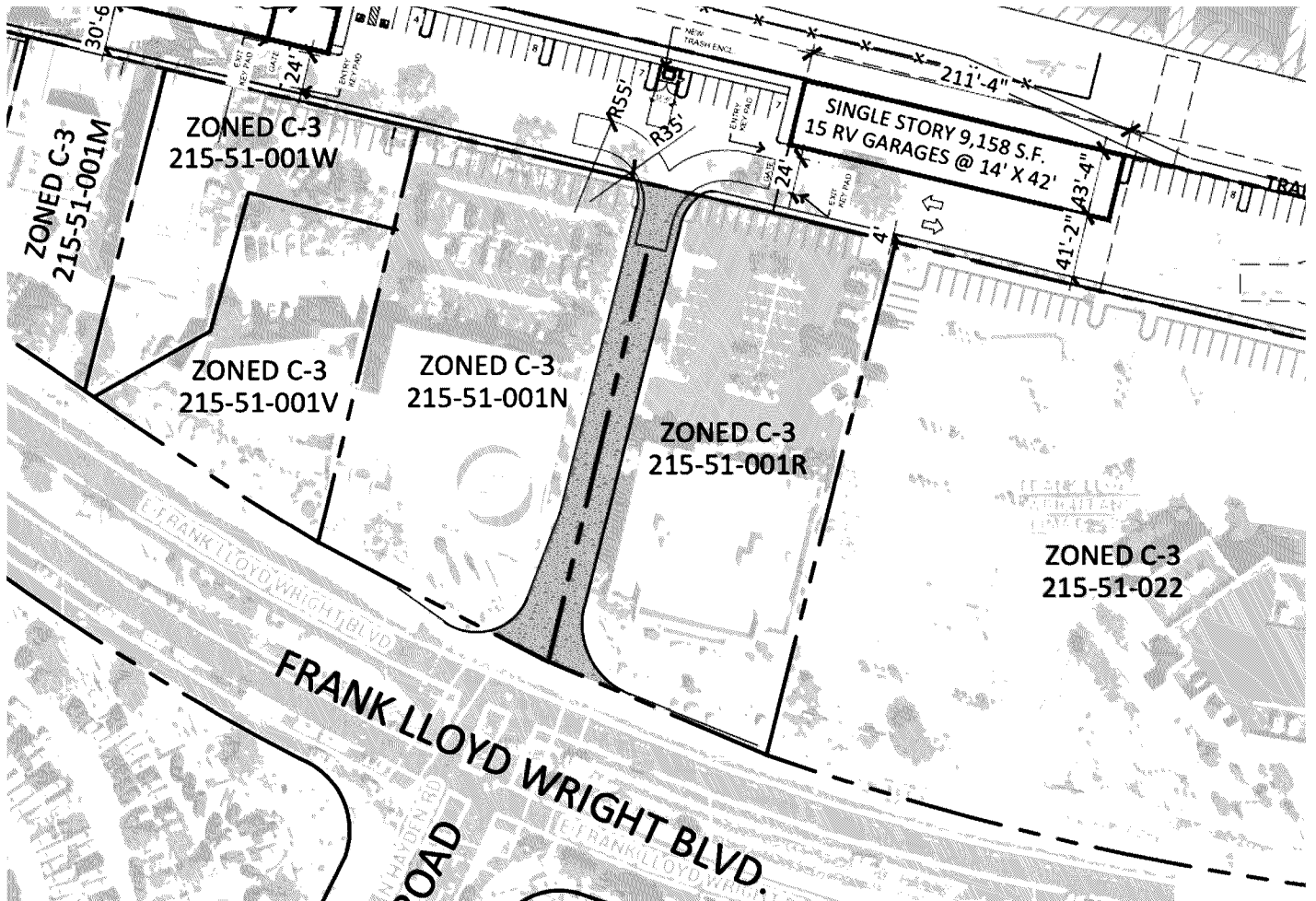
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www.superiorsurveying.com  
info@superiorsurveying.com

DATE: 4/10/2020

JOB NO.: 190718-EX2

**EXHIBIT C  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**



- The shaded area is the approximate location of the Expanded Easement Area. Note, however, that the Expanded Easement Area does not include any curved expansions onto either Frank Lloyd Wright Blvd. or Grantee's Property. See the depiction of the Expanded Easement Area on Exhibit B-3, which is more accurate.
- The parcel marked 215-51-001R is the approximate location of the Van's Golf Property.
- The parcel marked 215-51-0012N is the approximate location of the Dunn-Edwards Property.
- The long, narrow parcel that adjoins the Van's Golf Property and the Dunn-Edwards Property on the opposite ends from Frank Lloyd Wright Blvd. and shows the proposed locations of two long, narrow buildings is the approximate location of the Grantee Property.