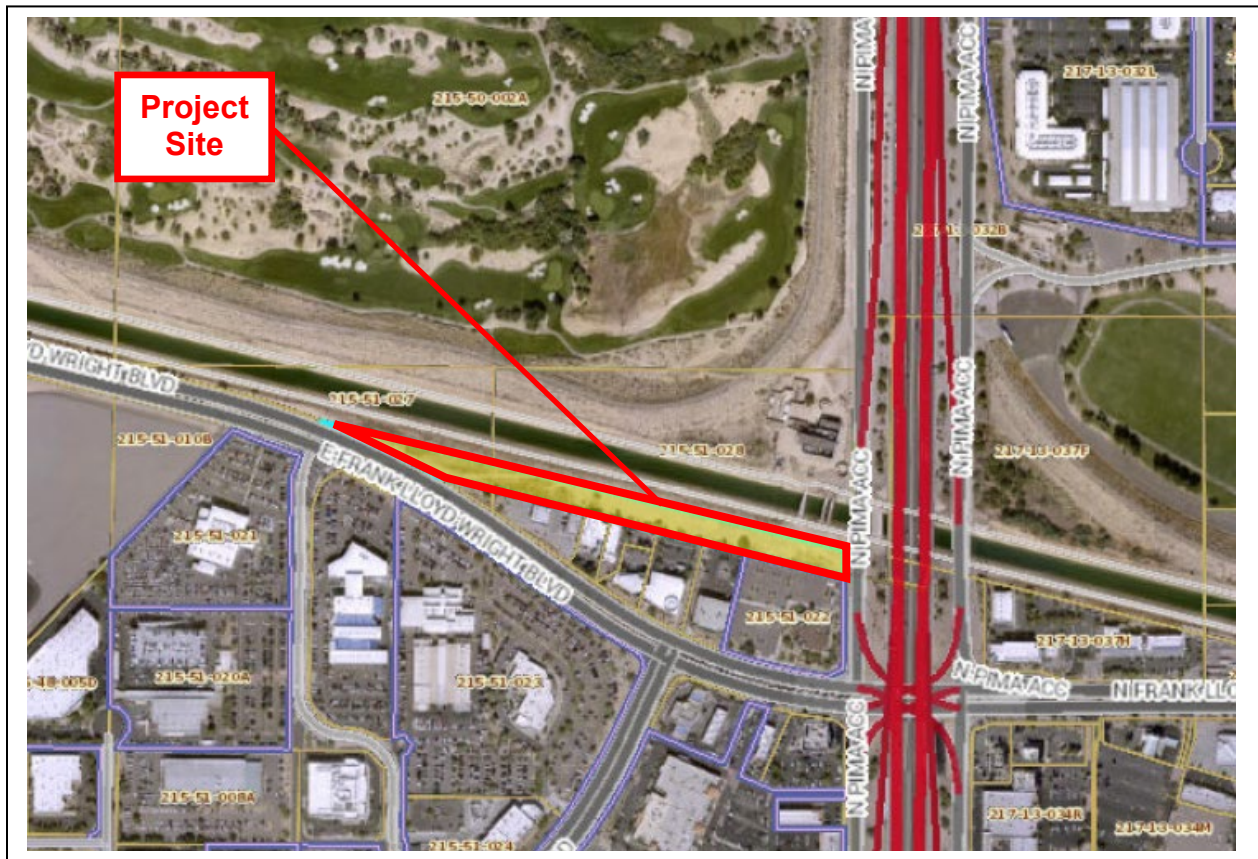


Scottsdale North Storage

Project Narrative

A request to rezone approximately 3.38 gross/net acres, located west of the Loop 101 and north of Frank Lloyd Wright Boulevard, from R1-35 to C-3, along with a Conditional Use Permit, to allow for Internalized Community and Vehicle Storage

VICINITY MAP



Rezoning Application Case #: 8-ZN-2021
Conditional Use Permit Application Case #: 16-UP-2021

Date Revised: January 10, 2021

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Introduction:

This Project Narrative is included as part of rezoning case application #8-ZN-2020 and also a request for a Conditional Use Permit (case number to be assigned / Project #962-PA-2020). These requests are in regard to an infill site that is approximately 3.38 gross/net acres, located west of the Loop 101 (Pima Freeway) and north of Frank Lloyd Wright Boulevard (APN 215-51-026). The specific requests are:

- Rezoning from R1-35 (Single-family Residential) to C-3 (Highway Commercial) to allow for an Internalized Community Storage facility. The zoning was initially requested for C-4 (General Commercial); after discussions with City of Scottsdale staff, the request is modified to C-3 (Highway Commercial). The rezoning case number is: #8-ZN-2020.
- The Conditional Use Permit to allow for Vehicle Storage (not adjacent to a residential zoning district) in the requested C-3 zoning district. The Conditional Use Permit application case number is yet to be assigned; the Project number is: #962-PA-2020.

The purpose of the rezoning and Conditional Use Permit “CUP”) is to develop 1-floor of basement and 3-stories of above ground internalized community storage (inclusive of an access) and covered vehicle (RV – recreational vehicle) spaces.

Project Overview:

The location of this proposed development is a vacant/remnant infill property that is sandwiched between existing commercial uses (such as a convenience store with fuel pumps, Sun Devil Auto, Van’s Golf Shop, Dunn-Edwards Paint and other uses) and the Hayden-Rhodes/Central Arizona Project canal.

As noted above, the purpose of the rezoning and Conditional Use Permit “CUP”) is to develop approximately 129,949 square feet of Internalized Community and Vehicle (RV) Storage consisting of 1 level of basement (underground) and 3 stories of above-ground storage (totaling approximately 121,432 square feet), an attached/internalized 900 square foot office area. The footprint of the building is approximately 30,000 square feet in size. A separate one-story 8,337 square foot building is to be provided for 13 indoor vehicle (RV – recreational vehicle) spaces. The first floor (above ground) proposes direct-access extra-large storage spaces for use by contractors – these units are virtually invisible to the public due to landscaping and the existing commercial uses that directly front Frank Lloyd Wright Boulevard. The basement and levels 2 and 3 are served via internal elevators and walkways – these units are not visible to the public.

Principal access to the proposed development is via an internal private accessway that is essentially the extension of Hayden Road, north of Frank Lloyd Boulevard. Secondary, gated emergency access only is proposed via a driveway onto Frank Lloyd Boulevard at

the extreme western end of the project site; this driveway generally aligns with Northsight Boulevard. Although the project site has frontage onto the southbound Loop 101 frontage road, no access is proposed. No additional roadway right-of-way dedications or improvements (other than the access itself) are proposed for Frank Lloyd Wright Boulevard, nor for Hayden Road or the Loop 101 Pima Freeway frontage road. Even though storage facilities such as this are notorious low traffic generators, a Traffic Impact Mitigation Analysis (“TIMA”) has been included with this application.

A total of 57 parking spaces are to be provided; a total of 39 parking spaces are required. Loading with the development occurs in three (3) different ways: 1. Storage for the ground floor direct-access units can be loaded either directly within the unit, or directly in front of a unit; 2. Storage of “vehicles”, also on the ground floor, is direct access – waiting vehicles utilize onsite parking areas, and; 3. Loading for units within any above/below ground unit must occur in the designated loading areas, where stored materials can be loaded onto an elevator. Vehicles used for such loading must be moved from the loading area and parked once the materials are unloaded (or if materials are brought to the loading area from a unit).

The Greater Airpark Character Area Plan, under Land Use Goal 7; Character and Design Goal 2, Policy 2.1.1, identifies Frank Lloyd Wright Boulevard as a signature corridor. As noted under Community Mobility Goal 7, Policy CM 7.1, of the Greater Airpark Character Area Plan, design that promotes access to those walking, cycling, or taking public transit is encouraged along Signature Corridors such as Frank Lloyd Wright Boulevard. Where appropriate and within the project site, sidewalk and/or other non-vehicular connectivity is provided between Frank Lloyd Wright Boulevard, the project site, and neighboring commercial uses, as indicated on the revised site plan included with this resubmittal.

Despite having limited frontage along Frank Lloyd Wright Boulevard (approximately 450-feet), which is angled such that its usefulness is severely constrained and limited, enhancements to Frank Lloyd Wright Boulevard, such as landscaping and a low wall, are only to be provided in this area. Typically, transit stops are provided after an intersection; therefore due to the configuration of the project site, an onsite (or even adjacent) transit stop location can not be provided.

Although the project site has significant constraints such as its extreme length (approximately one-third of a mile long) and narrow width (approximately 90-feet), great care has been taken to design a site and building that both enhances the built environment of the area, provides a much-needed service in the area and utilizes existing offsite buildings and structures to essentially “hide”. As you drive into the project site along the main driveway (Hayden Road extended), no buildings are immediately visible; they are to the left and right, somewhat “hidden” behind the various existing commercial uses that vary in height up to 3 stories. Nonetheless, the buildings have been designed to provide visual interest and to “disguise” any building massing. Faux windows are provided along portions of the north and south elevations in order to add this visual interest and to “breakup” the massing of the main 3-story building.

Additional landscaping, consisting of mature trees and other plant materials, are to be provided within parking areas and along the western and eastern portions of the project site (see Landscape Plan). Unfortunately, due to the constraints of the project site (narrow width and maneuverability) and that a major sewer force main is located just offsite to the north-side of the project site (which severely limits the size and types of plant materials due to potential root issues), no landscaping can occur along the north-side of the buildings as is suggested under Land Use Element Goal #7 of the Scottsdale General Plan 2001, and Land Use Goal #4, Policy LU 4.6 of the Greater Airpark Character Area Plan. However, the buildings themselves – which are architecturally treated and enhanced – do provide shading of the canal shared use path/trail. Additional landscaping along the southern boundary, adjacent to existing commercial uses, is concentrated to those areas where they are visible to the public, as the bulk of the project is somewhat “hidden” behind the existing commercial uses.

As indicated on the revised Site Plan, open space within the project exceeds City of Scottsdale requirements for overall Open Space, Frontage Open Space, and Parking Lot Landscaping.

As required by the City of Scottsdale, all activities are outside of the public view and either occur indoors or within an area screened by a 6-foot high CMU wall.

Security within the proposed Internalized Community and Vehicle Storage facility is provided through onsite surveillance during business hours and 24-hour video monitoring. In addition, motion-activated lights will be provided along the perimeter of the proposed buildings and site itself (fully shielded, so as to not spillover onto adjacent properties). Key cards and/or security codes will be required for all tenants so that access is controlled and monitored. It is not anticipated that onsite management will also reside onsite; this may occur if there is such a need.

Development Standards:

The development standards proposed for this project are to be unchanged from those noted within the proposed C-3 zoning district, as follows:

- Floor Area Ratio: 0.61; a maximum of 0.80 is allowed
- Height: 36-feet
- Front Setback: 40-feet provided; 0-feet required when not adjacent to residential
- Rear Setback: 4-feet provided; 0-feet required when not adjacent to residential
- Side Setback: 150+feet provided; 0-feet required when not adjacent to residential

No variations/deviations are requested from the underlying proposed C-3 zoning.

Relationship to Surrounding Properties:

The area is characterized as commercial to the south and west (convenience store with fuel pumps, Sun Devil Auto, Van’s Golf Shop, Dunn-Edwards Paint and other uses – all zoned C-3, with limited areas of C-4), the existing Hayden-Rhodes/Central Arizona Project canal to the north (zoned O-S), and the Loop 101 Pima Freeway to the east (not-zoned / C-2).

As discussed within this revised Project Narrative, where possible, landscaping is proposed to provide the appropriate transitions to the existing shared use path/trail to the north. Additionally, a combination of landscaping and setbacks are used for a transition to the existing commercial development to the south.

General Plan / Area Plan Conformance:

Scottsdale General Plan 2035

An update to the City of Scottsdale General Plan, the “Scottsdale General Plan 2035,” was ratified (“approved”) by the voters at a Special Election which occurred on November 2, 2021. The Scottsdale General Plan 2035 was approved by the Scottsdale City Council on June 8, 2021.

The proposed development conforms with the now-approved Scottsdale General Plan 2035, and meets a number of the goals and policies as demonstrated below.

Within the Scottsdale General Plan 2035, the Land Use designation for the project site is the “Mixed-Use Neighborhoods” land use category. In addition, the project site and surrounding area is also located within the “Regional Use Overlay.”



The “Mixed Use Neighborhoods” land use designation is defined as having (emphasis added) “... located in areas with strong access to multiple modes of transportation and major regional services... Mixed-Use Neighborhoods may be non-residential in the Greater Airpark Character Area”

The proposed use as an Internalized Community and Vehicle Storage facility is in conformance with the “Mixed Use Neighborhoods” land use designation by being located within an area with a strong mix of multiple modes of transportation (vehicular, transit, air, bicycle and pedestrian and is in direct proximity to local major roadways (Frank Lloyd Wright Boulevard and Hayden Road, as well as the Loop 101 Pima Freeway) and also within an area with major regional services (Scottsdale Airpark, Promenade commercial development and mix of various commercial uses immediately adjacent to/near the project site such as (retail, service, sales, office, etc.). Additionally, the project site is located within the Greater Airpark Character Area and the proposed use is non-residential.

In addition, the project site is also located within the “Regional Use Overlay.” The Regional Use Overlay designation is defined as providing (emphasis added) “flexibility for land uses when it can be demonstrated that new land uses are viable in serving a regional market. Regional uses include, but are not limited to, corporate office, region serving retail, major medical, educational campus, community service facilities, tourism, and destination attraction uses. In determining whether proposed land uses are regional in nature, the city will consider whether the use has a regional draw, implements current economic development policies, enhances the employment core and the city’s attractiveness to regional markets, benefits from good freeway access, and complements the established character for the area.

The proposed Internalized Community and Vehicle Storage facility conforms with the Regional Use Overlay designation as it will serve the local and regional area by providing businesses and persons with an offsite (to them) storage option for records, materials and other materials that they simply can’t keep at their respective locations. In addition – especially with prohibitions in many residential HOA’s against the parking of a recreational vehicle (or car or boat) at a residence, or the inability to park such an item in an unsecured location when residing in a rental community – the proposed Vehicle Storage component of the proposed use provides a secure location to keep their vehicle, RV or boat.

In addition to conformity with the Mixed Use Neighborhoods and Regional Use overlay land use designations of the project site, the proposed development conforms with a number of the goals and policies of the Land Use, Environmental Planning, Community Involvement, Circulation, Growth Area, Cost of Development and Economic Vitality elements of the pending Scottsdale General Plan 2035 as follows:

Land Use Element:

Goal LU 2: Sensitively transition and integrate land uses with the surrounding natural and built environments.

- Policy LU 2.3: Locate employment and major non-residential uses along major transportation networks to limit impacts on residential areas and provide citywide and regional access.

Response: The project site for the proposed development of an Internalized Community and Vehicle Storage facility is located near to Frank Lloyd Wright Boulevard, Hayden Road and the Loop 101 Pima Freeway; there are no nearby residential developments.

Goal LU 3: Maintain a balance of land uses to support a high quality of life.

- Policy LU 3.2: Integrate housing, employment, and supporting infrastructure, primarily in mixed-use neighborhoods and Growth and Activity Areas, to support a jobs/housing balance.
- Policy LU 3.3: Maintain a citywide balance of land uses, and consider modifications to the land use mix to accommodate changes in community vision, demographic needs, and economic sustainability.
- Policy LU 3.4: Provide an interconnected, accessible open space system, which includes pedestrian and equestrian links, recreation areas, canals, and drainage ways.
- Policy LU 3.5: Engage the community in all land use discussions.

Response: The proposed Internalized Community and Vehicle Storage facility is a complimentary use to the adjacent and nearby commercial uses, and will be utilized by those and area commercial uses. Residential uses further away may also utilize this proposed use. The proposed rezoning and CUP utilize community engagement as required by the City of Scottsdale.

Goal LU 5: Promote land use patterns that conserve resources, including land, clean air, water, and energy.

- Policy LU 5.1: Encourage a variety of compatible mixed-use land uses within or next to Growth and Activity Areas, along major streets, and within particular Character Areas to reduce automobile use and improve air quality.

- Policy LU 5.2: Concentrate greater development intensities in Growth and Activity Areas, thereby reducing development pressures in low-density areas and conserving energy.
- Policy LU 5.3: Minimize environmental hazards and protect the natural character of the desert through sensitive development on Environmentally Sensitive Lands.

Response: The project site for the proposed development is located within the Greater Scottsdale Airpark Growth Area, and along major area roadways. It is located adjacent to developed open space (CAP canal and TPC Golf Course), and compatibility with these uses is a major consideration in the design of the site and related buildings.

Goal LU 6: Attract and retain diverse employment, business, and retail land uses to improve the economic well-being of Scottsdale’s residents.

- Policy LU 6.1: Promote opportunities for the expansion and revitalization of employment and commercial uses within the city.
- Policy LU 6.3: Encourage commercial land uses of similar scale and character in proximity to or within medium- to high-density residential areas to promote walkable connections.

Response: The project site for the proposed development is considered to be infill, and will also add to the diversity of commercial and other non-residential uses in the area. The existing shared use path/trail along the CAP canal and sidewalks along Frank Lloyd Wright Boulevard and Hayden Road all provide walkable connections.

Goal LU 7: Protect the viability of the Scottsdale Airport by encouraging compatible land uses and development types in the surrounding area.

- Policy LU 7.1: Maintain and follow the Airport Part 150 Noise Compatibility Program. Noise contours and other related information must be disclosed to all potential residents and businesses according to the Airport Influence Area and Noise Contour Maps.
- Policy LU 7.2: Maintain Runway Protection Zones next to the Scottsdale Airport.
- Policy LU 7.3: Support aviation-related economic development opportunities and land uses near the Scottsdale Airport.

Response: The project site for the proposed development is located within the Greater Scottsdale Airpark Growth Area. The proposed use is non-residential and is compatible with the Scottsdale Airport. It has been reviewed by staff of the Scottsdale Airport and found to be compatible.

Environmental Planning element:

Goal EP 4: Expand the circular economy by maximizing resource recovery, reuse and recycling, and promoting use of recycled, recyclable, and renewable materials.

- Policy EP 4.12: Promote commercial and multi-family recycling and green waste diversion.

Response: The proposed Internalized Community and Vehicle Storage facility provides a much-needed service for the storage of goods and records that may otherwise find their way to a landfill. Having these and other items stored assures their reuse.

Goal EP 5: Encourage environmentally sound green buildings and low-impact site plans that support sustainable desert living.

- Policy EP 5.2 Increase the use of green infrastructure, including low-impact development (LID) stormwater management techniques, such as curb openings and permeable pavement.
- Policy EP 5.3 Construct durable and sustainable buildings using green building principles.
- Policy EP 5.4 Promote passive solar site and building design strategies that recognize and respond to the Sonoran Desert climate.
- Policy EP 5.5 Expand Green Building construction standards to include all new and remodeled residential and commercial buildings.
- Policy EP 5.6 Reduce regulatory barriers to encourage green commercial and residential building retrofits.

Response: The proposed Internalized Community and Vehicle Storage facility will be designed with Green Building construction considerations where possible, such as permeable pavement, curb openings for passive rainwater usage and passive solar site design strategies.

Goal EP 7: Identify and reduce heat islands.

- Policy EP 7.1 Identify areas most impacted by the heat island effect, and prioritize mitigation for these areas to reduce heat impacts.
- Policy EP 7.2 Incorporate development strategies such as shared parking models and the use of “cool materials” (e.g., landscaping, green roofs, reflective pavement, heat reduction asphalt coatings, permeable concrete, and treated dirt areas) to help reduce the heat island effect.
- Policy EP 7.4 Promote the long-term management and maintenance of urban and open area vegetation and protect and expand the provision of private and public open spaces to reduce the heat island effect.
- Policy EP 7.5 Minimize asphalt and promote alternative parking surfaces.
- Policy EP 7.6 Engage with, learn from, and collaborate with regional, statewide, and national governmental and other entities for best practices on heat mitigation strategies.

Response: The proposed Internalized Community and Vehicle Storage facility is designed, where possible, with Green Building and other design construction considerations to reduce heat island effects.

Goal EP 8: Plan, prepare, and adapt for significant climate impacts on city infrastructure and operations.

- Policy EP 8.2 Increase energy efficiency in buildings and vehicle fleets.
- Policy EP 8.3 Encourage use of clean, renewable energy sources.
- Policy EP 8.4 Employ green building and green infrastructure best practices.
- Policy EP 8.5 Establish land use and mobility plans that decrease transportation carbon emissions.
- Policy EP 8.6 Encourage waste reduction and water conservation.

Response: Where possible, the proposed Internalized Community and Vehicle Storage facility is designed to increase energy efficiency and with Green Building and Green Infrastructure best practices, as well as methods to reduce waste, increase water conservation and lessen carbon emissions.

Community Involvement Element

Goal CI 1: Seek early and ongoing community involvement through broad public input in project and policy-making discussions.

- Policy CI 1.1 Maximize opportunities for early notification of proposed projects using a variety of methods.
- Policy CI 1.2 Use public involvement plans to identify and engage interested parties, and provide opportunities for information exchange.
- Policy CI 1.3 Require project sponsors to conduct community involvement programs, and encourage them to show responsiveness to community comments, and demonstrate how comments are ultimately addressed.
- Policy CI 1.4 Encourage project sponsors and citizens to be transparent and civil in dialogue and deliberation.

Response: The rezoning and Conditional Use Permit processes require early and constant community involvement through signage, letters and neighborhood meetings. These are noted in the Public Participation Plan included with this submittal.

Goal CI 2: Proactively seek direct input from all areas of the community on civic matters through vigorous outreach programs.

- Policy CI 2.1 Provide public notification based on the characteristics of the specific case, plan, or policy, and use enhanced notification when warranted.
- Policy CI 2.2 Maintain community-wide contact lists that include representation from homeowner's associations, neighborhood and service groups, the faith community, schools, businesses, diverse cultural and ethnic organizations, and other interested parties.

Response: As with Goal CI 1 above, the rezoning and Conditional Use Permit processes require early and constant community involvement through signage, letters and neighborhood meetings. These and other materials provide specific information regarding the proposed project, the entitlement process (including public hearing dates, once provided by the City) and contact information for the applicant. These are also noted in the Public Participation Plan included with this submittal.

Goal CI 4: Foster community partnerships to share information and work toward collaborative solutions.

- Policy CI 4.3 Seek to involve community groups, HOAs, and other organizations in the sharing of both city and project information.

Response: Community groups, HOA's and other interested parties have been and will be notified of the project, any updates, and the hearing process.

Circulation element:

The project site for this Internalized Community and Vehicle Storage facility is located along a Valley Metro bus line (Bus Route #170), with a Park & Ride located approximately ½ -mile to the southeast.

Further, the project site is primarily accessed from a private drive onto Frank Lloyd Wright Boulevard, which is classified as a Regional Connection roadway within the Scottsdale General Plan 2035.

Goal C 1: Design and improve transportation corridors to safely and efficiently move people and goods.

- Policy C 1.2 Coordinate transportation and land use planning to enhance an integrated, sustainable transportation system that promotes livable neighborhoods, economic vitality, safety, efficiency, mode choice, and adequate parking.
- Policy C 1.3 Reduce conflict points between various modes of travel, for example, where the paths of vehicles and bicycles, pedestrians, or equestrians, cross, diverge, or merge.
- Policy C 1.4 Protect regional corridor traffic flow, function, and safety by using grade separations for non-motorized travel.
- Policy C 1.6 Provide connections that ensure functional and uninterrupted movement between transportation modes through Intelligent Transportation Systems and industry standard, best practices.
- Policy C 1.8 Support the Scottsdale Airport as an integral transportation hub, connecting the community to national and international markets.
- Policy C 1.9 Promote consistent wayfinding elements, including, signage, street naming, and numbering, to increase the efficiency of transportation systems.

- Policy C 1.10 Control access to and from arterial streets and regional transportation corridors to protect their abilities to move multimodal traffic efficiently.

Response: The proposed Internalized Community and Vehicle Storage facility utilizes the existing vehicular and non-vehicular area transportation system without adding much traffic. In addition, the proposed use enhances the existing shared use path/trail system along the north and is designed to bring any moving truck away from sidewalks and other non-vehicular areas.

Goal C 2: Reduce the number, length, and frequency of automobile trips to improve air quality, reduce traffic congestion, and enhance quality of life and the environment.

- Policy C 2.1 Encourage a mix of land uses that will reduce the distance and frequency of automobile trips and support mobility choices.
- Policy C 2.2 Integrate a variety of mobility choices along local and regional transportation corridors.
- Policy C 2.5 Promote non-motorized travel for short neighborhood trips.

Response: The proposed Internalized Community and Vehicle Storage facility provides another piece of the “mix” of area land uses – one that generates low traffic. Through the continued use of the existing shared use path/trail system that abuts the project site, the proposed use promotes non-motorized travel for both short neighborhood and medium-length trips.

Goal C 3: Continue to develop an effective, safe, and connected multimodal transportation system (e.g., streets, trails, bikeways, shared-use paths, transit).

- Policy C 3.1 Integrate park-and-ride facilities and transit centers along regional corridors and within Growth and Activity Areas.
- Policy C 3.2 Create a diversity of mobility choices in Growth and Activity Areas, which have the greatest intensity of development.
- Policy C 3.5 Increase accessibility to transit options through non-motorized and other transit connections, such as, neighborhood circulators; on-demand transportation network companies; improved/enhanced

sidewalks, multimodal paths, bicycle lanes; and non-motorized options for the final mile to reach public transit services.

- Policy C 3.6 Create, preserve, and enhance multimodal connections between residential areas and neighborhood-supporting land uses.
- Policy C 3.8 Incorporate dedicated pedestrian zones, or areas of pedestrian-only traffic, into areas of the city that have the greatest intensity of development.

Response: The proposed Internalized Community and Vehicle Storage facility maintains and enhances the existing pedestrian-oriented and non-vehicular shared use path/trail to the north, as well as not adversely affecting any existing sidewalk systems.

Growth Area element

The project site for the proposed Internalized Community and Vehicle Storage facility is located within the Greater [Scottsdale] Airpark Growth Area, which is the home of the Scottsdale Airport and is considered to be one of the largest employment centers in the State of Arizona, and is the largest employment and industrially-zoned area within Scottsdale. Within its boundaries are also the location of some of the largest and world-renowned special events in the city, such as the Waste Management Phoenix Open golf event, the Barrett-Jackson Collector Car Auction, and the Scottsdale Arabian Horse Show.

Goal GA 1: Direct growth in areas of the city that can support a concentration of development density and intensity, as well as a broad mix of uses.

- Policy GA 1.1 Designate Growth Areas in locations:
 - With infrastructure capacity to accommodate higher levels of activity and a mix of uses
 - Where infrastructure upgrade/extension will be most cost-effective;
 - With multimodal transportation access;
 - Needing focused reinvestment;
 - Where regional attractions exist or are planned; and/or
 - That will reduce development pressures in lower-intensity areas of the city.
- Policy GA 1.2 Designate Activity Areas in locations:
 - Where development is concentrated, but to a lesser degree than Growth Areas, and context based;

- With infrastructure capacity to accommodate moderate levels of activity and a mix of uses; and
 - Where infrastructure upgrade/extension will be cost-effective.
- Policy GA 1.3 Ensure that such development sensitively responds to neighborhoods, infrastructure, and character within and next to Growth Areas.
- Policy GA 1.4 Accommodate the highest intensity of development in designated Growth Areas. In some cases, Character Area Plans may be more specific on appropriate locations for higher intensity development within both Growth and Activity Areas.
- Policy GA 1.5 Identify Growth and Activity Area “edges,” and incorporate context-appropriate transitions between these “edges” and adjacent neighborhoods to minimize the impacts of higher-intensity development.

Response: The proposed Internalized Community and Vehicle Storage facility is a complimentary and compatible use to both the Greater Airpark Growth Area and to the adjacent and nearby commercial uses. Great care has been taken to integrate this use within the infill project site. Vehicular and non-vehicular accessibility exists near the project site.

Cost of Development element:

Goal COD 1: As permitted by State Law, require development to pay its fair share of the cost of public service needs it generates.

- Policy COD 1.1 Ensure funding mechanisms used to finance public services bear a reasonable relationship to the burden imposed.
- Policy COD 1.2 Public infrastructure provided by development should be reasonable, fair, and mutually beneficial to the city.
- Policy COD 1.3 Support fiscally responsible decision- and policy-making that affects growth, development, infill, and preservation.
- Policy COD 1.6 Continue to use water, water resources, and sewer development fees to ensure that new growth pays for itself without adversely impacting existing customers.

Response: The proposed Internalized Community and Vehicle Storage facility will pay its own development fees, including any applicable impact fees, and does

not rely or anticipate any public expenditures. This development will also pay for the extension of any needed infrastructure.

Goal COD 2: Promote development timing guided by the adequacy of existing and/or expandable infrastructure, services, and facilities.

- Policy COD 2.1 Plan and promote the orderly building of infrastructure, such as water, sewer, drainage, streets, and transit shelters.
- Policy COD 2.2 Ensure proposed development commits to construction of primary water, wastewater, and circulation systems, as necessary, before approval.
- Policy COD 2.3 Secure land for public facilities, such as water treatment plants, reservoirs, rights-of-way, parks and open spaces, libraries, community centers, police, and fire.
- Policy COD 2.4 Promote private-sector participation in the development of needed public facilities and amenities through required fees, dedication of land, and construction of facilities.

Response: The proposed Internalized Community and Vehicle Storage facility will utilize existing infrastructure, extended where necessary at its own expense. Where necessary, dedications of rights-of-way and/or easements will occur.

Goal COD 3: Coordinate infrastructure investment and land use decisions with long-term municipal economic sustainability.

- Policy COD 3.2 Use fiscal impact modeling to aid preparation of departmental operating plans, capital facilities development plans, and asset management programs.
- Policy COD 3.3 Conduct comprehensive analyses of long-term infrastructure replacement requirements and costs through Capital Improvement Planning.
- Policy COD 3.4 Develop and analyze alternative fiscal impact scenarios involving growth policies, service levels, funding methods, and cost and rate structures.

Response: The proposed Internalized Community and Vehicle Storage facility will provide a much-needed service to this area of Scottsdale, with no public

expenditures, little-to-no impact on existing infrastructure, is sustainable and has no negative impact on area uses.

Economic Vitality element:

Goal EV 2: Provide diverse economic activities, employment opportunities, and educational pursuits to enhance the socioeconomic prosperity of all community members.

- Policy EV 2.1 Target specific economic sectors for expansion or relocation in Scottsdale that will enhance the quality of life of the community, provide the greatest positive impact, and deliver the fewest negative impacts.
- Policy EV 2.2 Strengthen community partnerships with institutions to grow and support high-value startup businesses, research, and other entrepreneurial opportunities.
- Policy EV 2.3 Enhance accessible and effective education and job training opportunities.
- Policy EV 2.4 Attract and retain a mix of businesses and industries that can provide jobs for residents of all skill and education levels.

Response: The proposed Internalized Community and Vehicle Storage facility is a complimentary use to the adjacent and nearby commercial uses, and will be utilized by those and area commercial uses. Residential uses further away may also utilize this proposed use. The proposed rezoning and CUP utilize community engagement as required by the City of Scottsdale.

Goal EV 3: Sensitively manage land uses to provide and enhance economic development, fiscal health and job growth, while simultaneously protecting the integrity and lifestyle of neighborhoods.

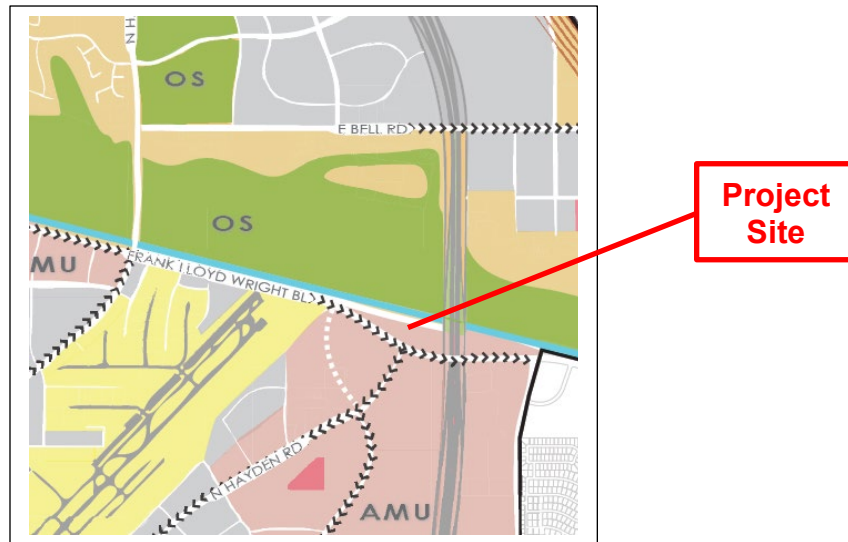
- Policy EV 3.4 Focus major employment and commercial uses in Growth Areas.
- Policy EV 3.6 Enhance and protect the Scottsdale Airport as a global connection for tourism and business development.
- Policy EV 3.7 Identify and promote opportunities for infill development, and ensure that infill development projects sensitively integrate into the environmental and neighborhood setting.

- Policy EV 3.8 Promote orderly, planned growth to reduce service costs, maximize use of existing and proposed public facilities, and enhance available revenues.
- Policy EV 3.9 Maintain and expand when appropriate for the city's fiscal health, resorts/tourism, employment, and commercial land uses to provide revenue, jobs, and contribute to the socioeconomic prosperity of our residents.

Response: The project site for this development is an infill location within the Greater Airport Growth Area, and adds to the vibrant mix of uses and services within this area. As a non-residential use, the proposed Internalized Community and Vehicular Storage facility supports, protects and enhances the Scottsdale Airport.

Greater Airpark Character Area Plan & Future Land Use Map

The [City of Scottsdale] Greater Airpark Character Area Plan, as initially adopted on April 26, 2010, and most-recently amended on November 10, 2020, designates the project site and surrounding area as “Airpark Mixed Use” (“AMU”), which is described as allowing a “variety of non-residential uses, including a combination of business, office, employment, retail, institutional, and hotel uses.” The proposed development, as an Internalized Community and Vehicle Storage facility, the proposed C-3 (Highway Commercial) zoning (which is the predominant zoning of the area) – and the related Conditional Use Permit – are all consistent with this land use designation.



Goals and Policies of the Greater Airpark Character Area Plan:

The proposed Internalized Community and Vehicle Storage facility conforms with a number of the Goals and Policies of the Greater Airpark Character Area Plan. Those most-applicable to the proposed development from the Land Use and Aviation sections of the Plan include the following:

Land Use:

Goal LU 1: Maintain and expand the Greater Airpark’s role as a national and international economic destination through appropriate land uses, development, and revitalization.

- Policy LU 1.1: Maintain and expand the diversity of land uses in the Greater Airpark.
- Policy LU 1.2: Support a mix of uses within the Greater Airpark that promote a sense of community and economic efficiency, such as clustering

similar/supportive uses and incorporating residential intended for the area's workforce, where appropriate

- Policy LU 1.3: Promote development intensities supportive of existing and future market needs.
- Policy LU 1.4: Encourage the redevelopment of underutilized land to more productive uses.
- Policy LU 1.6: Encourage the assemblage of small, inefficient parcels and the replacement of obsolete structures in the Greater Airpark utilizing strategies including, but not limited to, development flexibility and expedited processing of proposals.

Response: The proposed use, as an Internalized Community and Vehicle Storage facility, adds to the diversity of uses in the Greater Airpark area and is a use that is very compatible with the airport and its operations. Further, the project site for the proposed development is a vacant/undeveloped infill location, that due to its many constraints is not suitable for most developments.

Goal LU 3: Sensitively transition land use, scale, and intensity at the Greater Airpark boundary in areas adjacent to lower-scale residential neighborhoods.

- Policy LU 3.1: The scale of existing residential development should be acknowledged and respected through a sensitive edge buffer, which may include transitional development standards, landscape buffers, and sensitive architectural design solutions.

Response: Although not adjacent to residential uses, the proposed development has been designed to offer a transition from the mix of existing commercial uses and intensities (up to three-stories in height) to the shared use path/trail and CAP canal immediately to the north and developed open space further to the north.

Goal LU 4: Utilize development types to guide the physical and built form of the Greater Airpark (See Development Types Map, page 17).

The Greater Airport Character Area Plan notes a number of development types as indicated in the table below: The proposed use is considered to be Development Type 'C' which is characterized by buildings that are medium to higher in scale, medium to higher in building intensity, and of a varied building mass. The area immediately adjacent to the project site, particularly

to the north where there is the CAP canal/shared use path/trail and developed open space, is considered to be Development Type 'A' which is characterized by buildings that are lower in scale, lower to medium in mass and lower in building intensity.

The area to the north is considered to be undevelopable due to the existing CAP canal. Nonetheless, due to the shared use path/trail being located within a portion of the northeast corner of the project site, the shared use path/trail area will be maintained through this area.

Below is a copy of the Development Type chart from the Plan:

Development Type	Scale	Mass	Building Intensity
SE	Lower	Lower to Medium	Lower
Type A	Medium	Medium	Medium
Type B	Medium to Higher	Large and/or Continuous	Higher
Type C	Medium to Higher	Varies	Medium to Higher
RC	High to Highest	Varies	High to Highest

- Policy LU 4.1: Encourage medium-scale Type A development in areas appropriate for transitions from Types B and C development to lower-scale areas in and adjacent to the Greater Airpark Character Area.
- Policy LU 4.4: Support transitions in scale between development types.
- Policy LU 4.6: Transitions between development types should incorporate a blending in context of each development type and integrate the characteristics between them through appropriate site and building design.
- Policy LU 4.7: Encourage greater visual variety between employment/commercial land uses and residential neighborhoods and avoid continuous building shapes and mass adjacent to residential neighborhoods.

Response: As noted above, both the project site is Development Type 'C' while the area to the north is Development Type 'A.' The area to the north is undevelopable due to it being the CAP canal.

In addition, for the existing uses to the south (all commercial), the proposed development has been designed to be in scale with these adjacent uses

Goal LU 5: Encourage Greater Airpark development flexibility.

- Policy LU 5.1: Update and provide greater flexibility in development regulations to achieve the goals of the Greater Airpark Character Area Plan and encourage revitalization in the area.

Response: The Scottsdale Zoning Ordinance, as it exists today, works well for the proposed development at the project site.

- Policy LU 5.2: Greater Airpark public amenities and benefits should be provided by the private sector when development bonuses, such as increased floor area, greater intensity, greater height, development standard flexibility, and/or street abandonment are considered. Potential public amenities and benefits may include, but are not limited to:
 - Linkages to planned or existing trails and/or paths;
 - Transit and/or other mobility enhancements, including bicycle and pedestrian amenities;
 - Green building standards, such as LEED certification;
 - Net-zero/significant energy efficiency and/or on-site alternative energy generation for multiple properties; and/or
 - Area stormwater infrastructure.

Response: The proposed development looks to achieve the selected policies noted above by maintaining and enhancing the existing shared use path/trail along the north-side of the project site. In addition, the proposed development will achieve “net-zero” emissions and is being designed with green building standards where possible.

- Policy LU 5.5: Promote flexibility of land uses when it can be demonstrated that new land uses are viable in serving a regional market, such as corporate headquarters, tourism, and educational campuses.

Response: The proposed Internalized Community and Vehicle Storage facility will serve the offsite storage needs for area businesses, educational uses, residents, etc.

Goal LU 6: Promote the Greater Airpark as a mixed-use economic and aviation-based employment center that is complementary to Downtown Scottsdale, the city’s premier cultural, civic, and residential mixed-use core.

- Policy LU 6.1: Prioritize employment uses over residential uses in the Greater Airpark.

Response: The proposed Internalized Community and Vehicle Storage facility is non-residential in nature. While not expected to generate significant employment after construction (which will employ up to 100 persons, with after-construction employment of approximately 8-12 full- and part-time employees), it will provide a much-needed service in this area.

- Policy LU 6.3: Retail and service uses in Airpark Mixed Use and Regional Tourism Land Use Areas should serve local, as well as regional, markets.

Response: As noted previously, the proposed Internalized Community and Vehicle Storage facility will serve the local, area and regional offsite storage needs.

- Policy LU 6.4: Enforce and modify development standards and building codes to enhance compatibility of residential uses with aviation and employment, and buffer existing industrial and aviation uses from new and existing residential development. Examples include, but are not limited to:
 - Sound attenuation measures in the building code;
 - Maximum heights in certain areas;
 - Required notification of Airport proximity;
 - Noise disclosures and avigation easements for properties within the Greater Airpark;
 - Compliance with lighting standards set forth by the Federal Aviation Administration (FAA) and in the Scottsdale Design Standards and Policies Manual; and
 - Discouragement of residential development in certain areas (see Land Use Plan, pg 10 and Policy NH 3.2, pg 25).

Response: The proposed Internalized Community and Vehicle Storage facility will have a maximum height of three stories so as to “match” the heights of commercial uses that are immediately adjacent to the project site. In addition, as part of the due diligence process for this development, the proposed use has been reviewed by both the Scottsdale Airport and the Federal Aviation Administration (“FAA”) and has been deemed as having no impact.

- Policy LU 6.5: In accordance with the Airport’s Part 150 Noise Compatibility Study, require avigation easements and fair disclosure statements for all new and redevelopment projects in the Greater Airpark.

Response: If necessary, a disclosure can be provided for tenants.

Goal LU 7: Develop an interconnected network of Signature Corridors (See Land Use Plan Map, pg 11) to support the Greater Airpark as a place for meeting, creating, shopping, learning, as well as working.

- Policy LU 7.2: Promote a greater mix of uses along identified Signature Corridors, which complement and are compatible with each respective land use designation.

Response: The addition of the proposed Internalized Community and Vehicle Storage facility will add a complementary and compatible new use to the mix of uses on this area.

- Policy LU 7.3: Encourage and incentivize revitalization along Signature Corridors, particularly south of the Central Arizona Project Aqueduct.

Response: The project site, which is an infill location, is located to the south of the CAP canal.

As noted above, both the project site and surrounding commercial uses are

Goal LU 8: Create an interconnected network of meaningful open spaces within the Greater Airpark.

- Policy LU 8.5: Link the Greater Airpark to existing and planned citywide and regional open spaces, trails, and path systems.

Response: The project site is adjacent to the existing shared use path/trail system that runs along the CAP canal. Access to this shared use path/trail system, from the project site, will be maintained and enhanced.

Aviation:

Goal A3: Maintain and enhance aviation uses in the Aviation Future Land Use Area.

- Policy A 3.1: Encourage aviation-supporting businesses to locate within the Aviation Future Land Use Area and along taxilanes.
- Policy A 3.3: Discourage non-aviation uses in the Aviation Future Land Use Area.

Response: As noted above, the proposed use of an Internalized Community and Vehicle Storage Facility is non-residential in nature and will be utilized by area businesses and residents, including those who operate within the Scottsdale Airport.

Conditional Use Permit:

As a companion to the requested rezoning (to C-3/Highway Commercial), a Conditional Use Permit is also needed to allow for Vehicle Storage, when not adjacent to a residential zoning district.

The Conditional Use Permit application case number is 16-UP-2021.

Conditional Use Permit findings:

Pursuant to Section 1.401 of the City of Scottsdale Zoning Ordinance, a Conditional Use Permit may only be granted upon the following findings:

A. That the granting of such conditional use permit will not be materially detrimental to the public health, safety or welfare. In reaching this conclusion, the Planning Commission and the City Council's consideration shall include, but not be limited to, the following factors:

1. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination.

Response: The proposed Internalized Community and Vehicle Storage facility does not generate noise, smoke, odor, dust, vibration or illumination.

2. Impact on surrounding areas resulting from an unusual volume or character of traffic.

Response: There is not an unusual volume or character of traffic for the proposed Internalized Community and Vehicle Storage facility, as it generates very low traffic, as evidenced by the TIMA included with this submittal.

B. The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.

Response: The area is characterized as commercial to the south and west (convenience store with fuel pumps, Sun Devil Auto, Van's Golf Shop, Dunn-Edwards Paint and other uses – all zoned C-3, with limited areas of C-4), the existing Hayden-Rhodes/Central Arizona Project canal to the north (zoned O-S), and the Loop 101 Pima Freeway to the east (not-zoned / C-2).

Great care has been taken to design a site and building that both enhances the built environment of the area, provides a much-needed service in the area and utilizes existing offsite buildings and structures to essentially “hide”. As you drive into the project site along the main driveway (Hayden Road extended), no buildings are immediately visible; they are to the left and right, somewhat “hidden” behind the various existing commercial uses that vary in height up to 3 stories.

C. The additional conditions specified in Section 1.403, as applicable, have been satisfied.

Response: There are no specified additional conditions that apply to the proposed Internalized Community Storage, or to Vehicle Storage, as noted under Section 1.403 of the City of Scottsdale Zoning Ordinance.

Exhibit 'A'

Shared Access Easement Agreement

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 15th, 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.

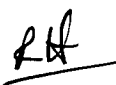
11. Amendment. Except as otherwise provided in Section 3 above, no termination, extension, modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed and acknowledged by the Parties and recorded.

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,

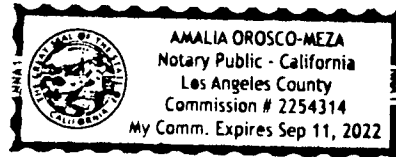
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

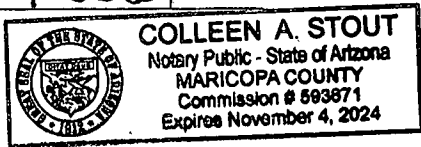
COUNTY OF *maricopa*

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)


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

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

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



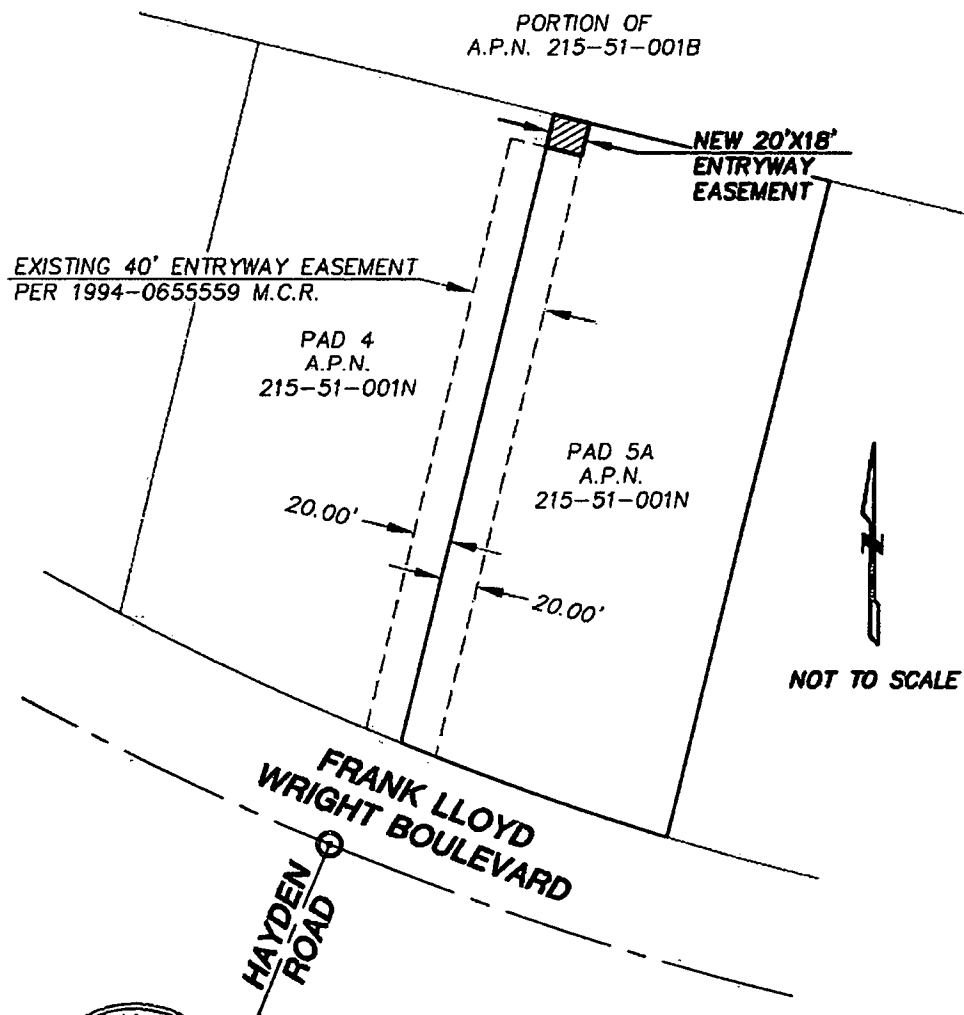
David S. Klein

	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.: 180718-EX2

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



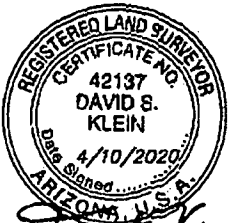
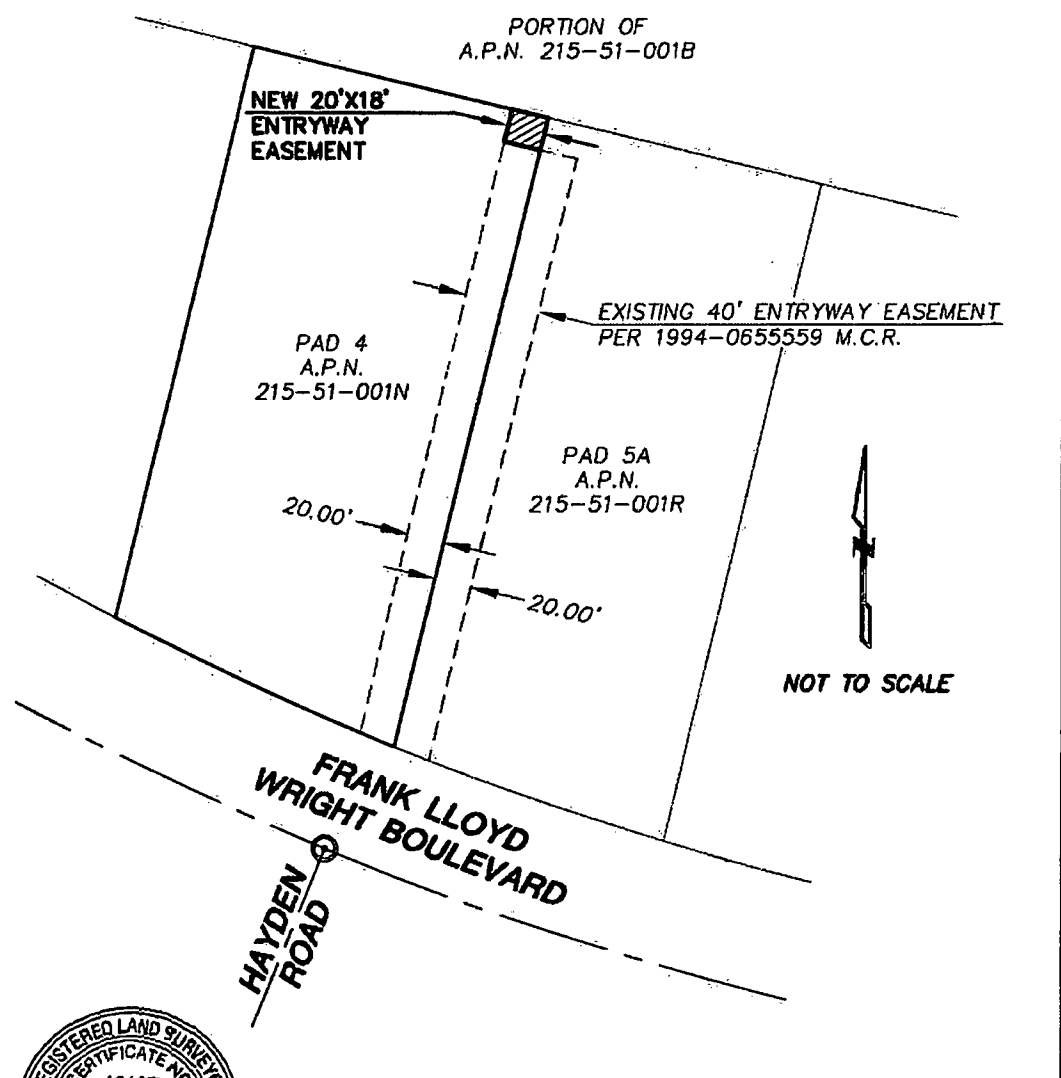
David B. Klein

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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

<p>SUPERIOR SURVEYING SERVICES, INC.</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>DATE: 4/10/2020</p>

**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

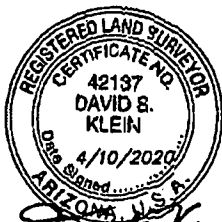
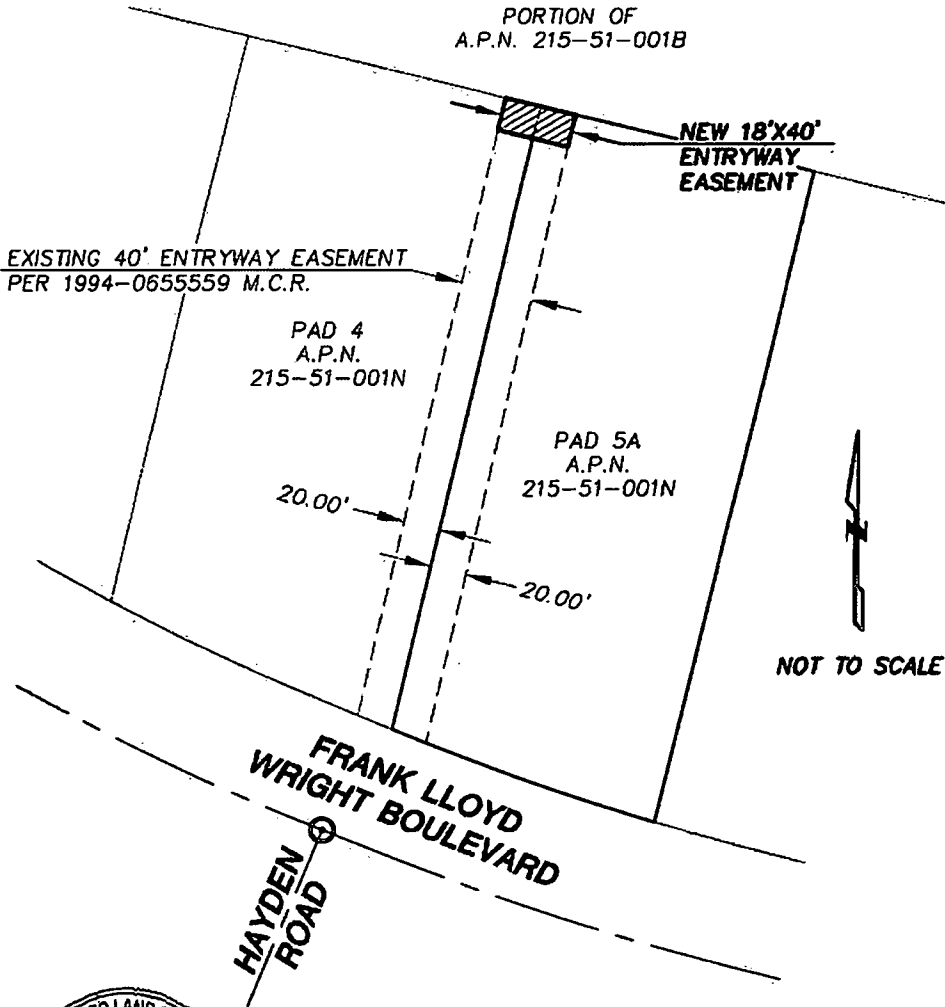
	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	DATE: 4/10/2020

JOB NO.: 190718-EX2

EXHIBIT

DEPICTION OF
18'X40' 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

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 15th, 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.

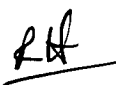
11. Amendment. Except as otherwise provided in Section 3 above, no termination, extension, modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed and acknowledged by the Parties and recorded.

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

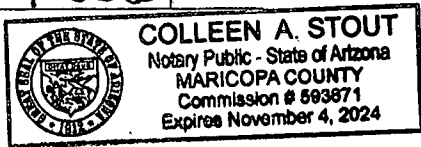
COUNTY OF maricopa

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)


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

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

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



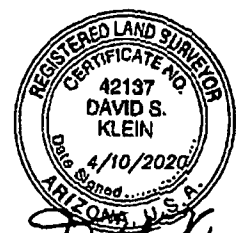
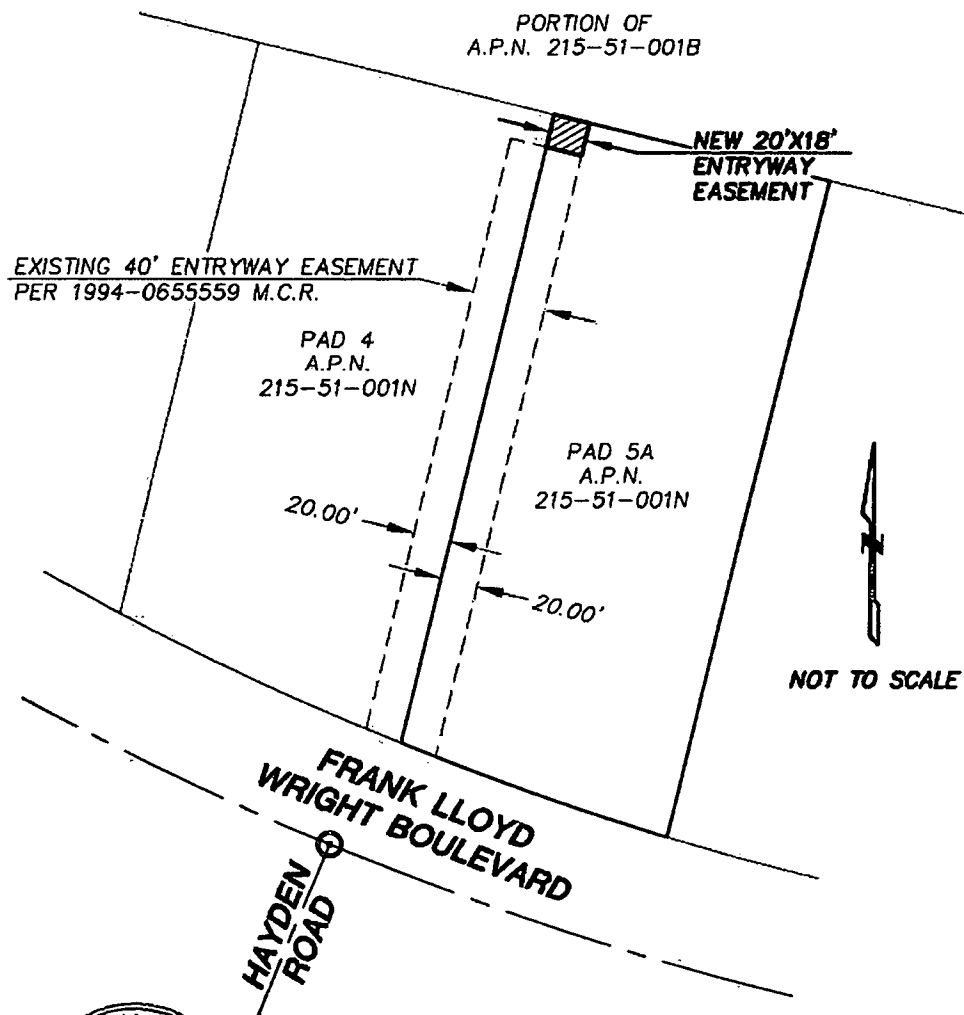
David S. Klein

	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.: 180718-EX2

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



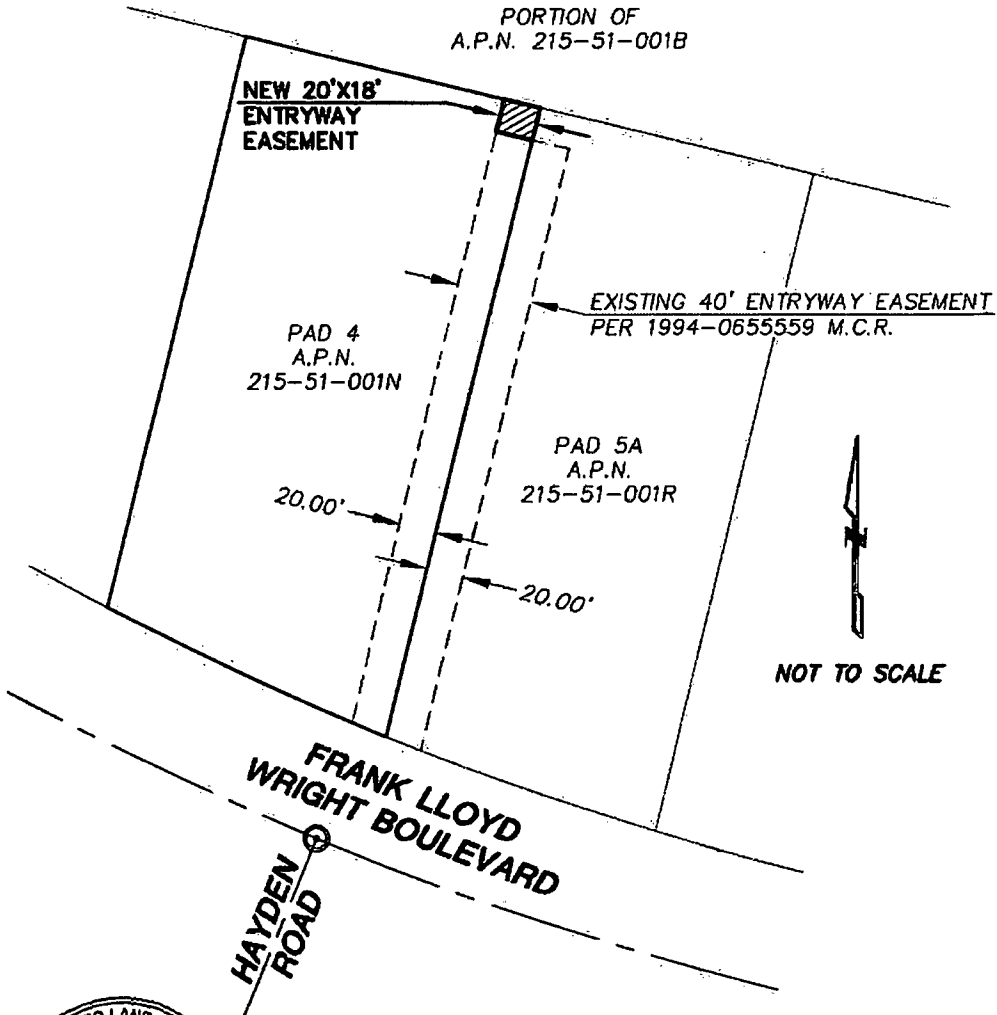
David B. Klein

 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

EXHIBIT

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

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



David S. Klein

 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-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



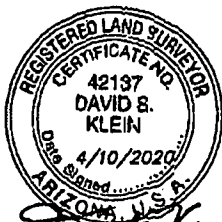
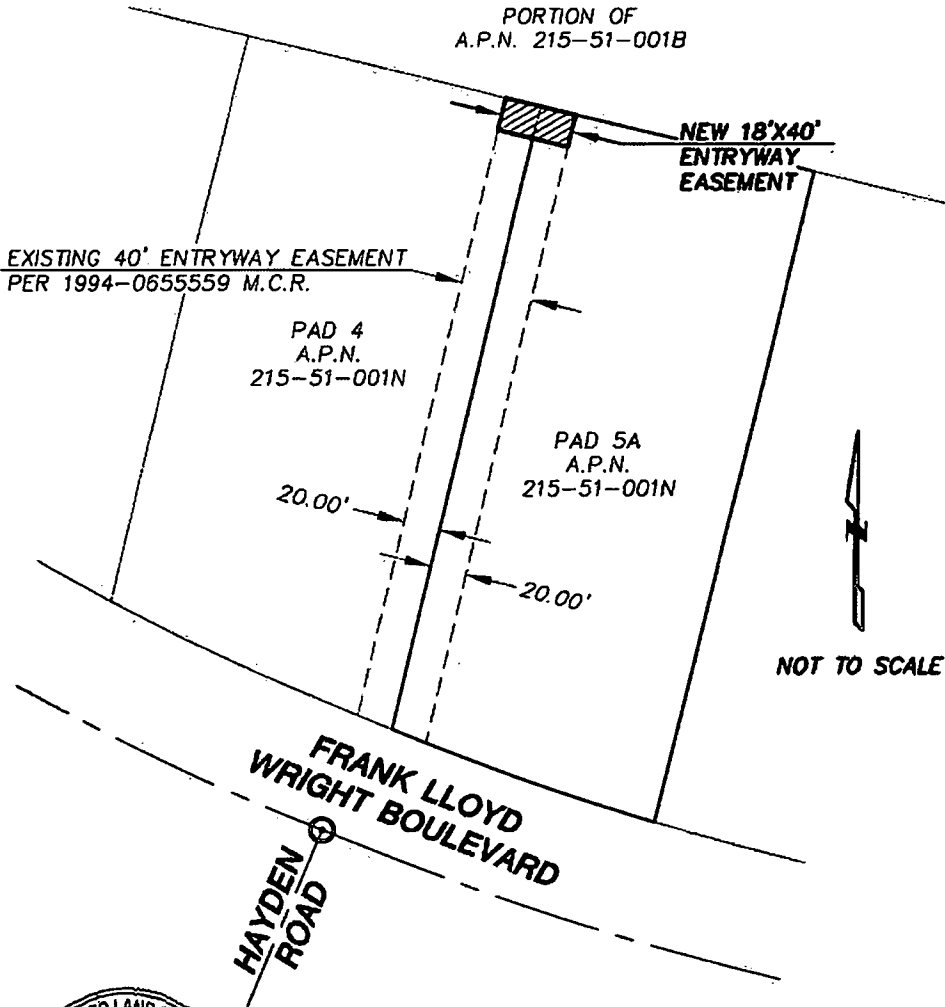
David S. Klein

 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

EXHIBIT

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

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



David S. Klein

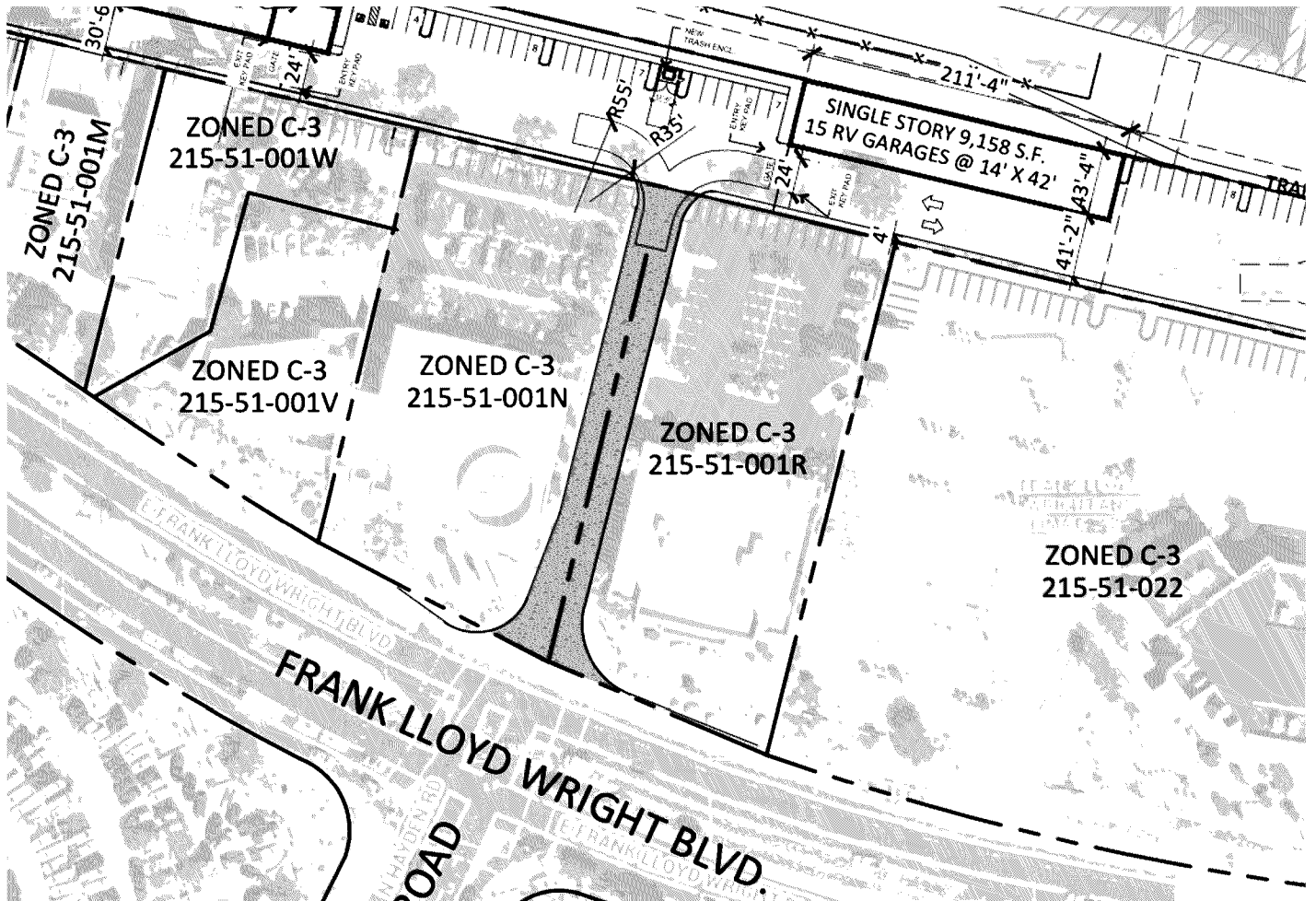
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DATE: 4/10/2020

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.