

Upon recordation, return to:
Earl & Curley, P.C.
Attn: Taylor C. Earl
3101 N. Central Ave., Suite 1000
Phoenix, AZ 85012

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("**Agreement**") is created and executed this ____ day of _____ 202__ by Polk Devco, LLC, an Arizona limited liability company ("Devco") and DSC3, LLC, an Arizona limited liability company ("**DSC3**"). Hereafter, Devco and DSC3 are referred to collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

- A. Devco is the owner of the real property legally described in **Exhibit A** attached hereto ("**Devco Property**").
- B. DSC3 is the owner of the real property legally described in **Exhibit B** attached hereto ("**DSC3 Property**") (the Devco Property and the DSC3 Property are hereafter referred to collectively as the "**Properties**").
- C. Pursuant to abandonment request _____, the City Council of the City of Scottsdale, a municipal corporation in the state of Arizona (the "**City**") approved the abandonment of all its right-of-way and easement rights ("**Abandonment Approval**") within the property legally described and depicted in **Exhibit C** attached hereto ("**Abandonment Area**"), which Abandonment Area was formerly a section of public right of way known as Polk Street.
- D. As part of the City process associated with the Abandonment Approval, a portion of the Abandonment Area was released to DSC3, which portion is legally described and depicted in **Exhibit D** attached hereto ("**DSC3 Abandonment Portion**"), and the remaining portion was released to Devco.
- E. Prior to the recording of this Agreement, DSC3 will have conveyed to Devco the DSC3 Abandonment Portion, making Devco the fee title owner of the entire Abandonment Area.

- F. In conjunction with the execution of this Agreement, to fulfill a condition of the Abandonment Approval, DSC3 has executed and conveyed to the City a non-vehicular access easement on the entire western boundary of the DSC3 Property to prevent vehicular access directly from Miller Road onto the DSC3 Property.
- G. The DSC3 Property contains a multifamily residential use that has historically accessed the DSC3 Property over the Abandonment Area, when it was held by the City as public right of way.
- H. The Parties desire to execute this Agreement to provide DSC3 with permanent, legal access over the Abandonment Area to ensure DSC3 and the Occupants of the DSC3 Property (defined hereafter) have permanent legal access to the DSC3 Property.

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated into the terms and provisions of this Agreement by this reference.
2. Access Easement. Devco hereby establishes for the benefit of the DSC3 Property and does hereby convey to the DSC3 Property, a permanent, non-exclusive, and appurtenant access easement over the area legally described and depicted in **Exhibit E** ("**Access Easement Area**"), which shall allow the owners, occupants, lessees, guests, invitees, agents, contractors, permittees of the DSC3 Property and emergency personnel servicing the DSC3 Property (collectively, "**Occupants of DSC3 Property**") the right to cross over and through the Access Easement Area ("**Access Easement**"). The Access Easement shall not include the right for the Occupants of the DSC3 Property to loiter within the Access Easement Area or to park vehicles or to otherwise leave equipment or other chattel within the Access Easement Area.
3. Maintenance of the Access Easement Area. Devco shall maintain the Easement Area at its sole cost and expense in a condition reasonably commensurate with the condition of public roadways within the City. Notwithstanding any language to the contrary in this Agreement, Devco shall not be required to perform any work toward improving the condition of the Easement Area prior to receiving a final certificate of occupancy from the City for development on the Devco Property.
4. Devco Use of Access Easement Area. The owners, occupants, lessees, guests, invitees, agents and permittees of the Devco Property (collectively, "**Occupants of Devco Property**") retain the right to use the Access Easement Area in any lawful manner not in conflict with the rights granted to DSC3 herein and may obtain written approval for such conflicting use from the owner(s) of the DSC3 Property, which grant shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Devco reserves the right to conduct driveway construction and driveway maintenance activities ("**Driveway Construction/Maintenance Activities**") within the Easement Area so long as (a) access to the DSC3 Property over the Easement Area is preserved, with an allowance for such continuing access to be temporarily modified from its normal form during the

period in which Driveway Construction/Maintenance Activities are occurring (“**Temporary Access Limitations**”) and (b) written notice of such Driveway Construction/Maintenance Activities and Temporary Access Limitations, along with a detailed plan of how access to the DSC3 Property will be preserved during the course of Driveway Construction/Maintenance Activities, is provided to DSC3 at least 15 business days in advance of any such Driveway Construction/Maintenance Activities commencing. DSC3 agrees to comply with the access plan of the Temporary Access Limitations during the course of the Driveway Construction/Maintenance Activities and to require such compliance of the tenants of the DSC3 Property and all other Occupants of the DSC3 Property that may be impacted and to be liable for any damages caused by any of the Occupants of the DSC3 Property to any improvements being installed or to any maintenance efforts occurring as part of the Driveway Construction/Maintenance Activities.

5. Indemnity. The owner(s) of the DSC3 Property shall indemnify, defend, and hold harmless the Occupants of the Devco Property from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, court costs and reasonable attorney’s fees, arising from or in any respect related to any exercise of or use of the Access Easement Area by the Occupants of the DSC3 Property pursuant to the easement allowances granted in this Agreement, except to the extent such injury, loss, or damage shall have been caused by the gross negligence or willful misconduct of any of the Occupants of the Devco Property.
6. Run with the Land. This Agreement and its provisions, including the rights, covenants, and restrictions established herein, shall run with the Properties for all purposes and shall be binding upon and inure to the benefit and burden (as the case may be) of the Occupants of the DSC3 Property and the Occupants of the Devco Property, as applicable under the terms herein, and any person having an interest in all or a portion of the Properties and their respective successors in interest and assigns.
7. Severability. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.
8. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Venue for any claiming arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
9. Entire Agreement; Amendment. This Easement Agreement contains the entire agreement between the Parties hereto relating to Parties’ use of the Easement Area for the purposes set forth herein. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement may only be amended by an instrument duly executed and acknowledged by the owner(s) of the Devco Property and the owner(s) of the DSC3 Property and recorded in the Official Records of Maricopa County, Arizona. In the event of a conflict between the covenants, terms and/or provisions of this Agreement and any written amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

10. Division of Ownership. If ownership of any of the Properties has been divided among multiple owners, the owner(s) of the majority of the acreage of the property in question shall be required to act on behalf of “the owner” of said property for any and all purposes under the terms of this Agreement.
11. Notices. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless made in writing and (i) personally delivered, (ii) delivered by air courier next-day delivery (e.g., Federal Express), or (iii) delivered by U.S. registered or certified mail, with air courier or U.S. Mail being deemed to have been given on the date of delivery or first attempted delivery as evidenced by the air courier or U.S. mail delivery record. The addresses for the purpose of this Section may be changed by giving written notice of such change by email or U.S. Certified mail, which shall reference the recording information for this Agreement. Unless and until such written notice of change is received, the last address and addressee provided below shall be deemed to continue in effect for all purposes hereunder.

Devco:
Polk Devco, LLC
15721 N. Greenway Hayden Loop
Suite 105
Scottsdale, AZ 85260
dfree003@gmail.com

With a copy to:

Taylor C. Earl, Esq.
Earl & Curley, P.C.
3101 N. Central Ave., Suite 1000
Phoenix, AZ 85012
tearl@earlcurley.com

DSC3:

DSC3, LLC
1523 Gibson Drive
Eureka, CA 95503

12. Effects of Breach. No breach, whether or not material, of the provisions of this Agreement shall entitle any of the Parties to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies that the Parties may have hereunder by reason of any breach of the provisions of this Agreement.
13. Waiver. No waiver of any of the terms, provisions, conditions, covenants or agreements contained herein shall be effective unless in writing executed by the Party for whose benefit the applicable term, provisions, condition, covenant or agreement is intended. No waiver

of any term, provisions, condition, covenant or agreement contained herein under a particular circumstance shall be deemed a waiver of such term, provision, condition, covenant or agreement under a different circumstance.

14. Exhibits. The exhibits attached hereto are incorporated herein.
15. Captions. All captions, titles or headings of all sections of this Agreement are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof. References to a “Section” without further attribution shall be deemed to refer to sections of this Agreement.
16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
17. Due Authority. The Parties each warrant and represent to the other Party that all requisite action has been taken to bind all Parties to this Agreement to the terms and conditions contained herein and that the person signing this Agreement on behalf of such Party has been completely and unconditionally authorized to bind such Party to this Agreement.
18. Term. The term of this Agreement shall be perpetual, unless validly amended to modify such term or terminated pursuant to the terms herein stated.
19. Effective Date. This Agreement shall be effective upon recordation in the office of the Maricopa County Recorder, following a valid execution by the Parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be duly executed as of the later of the dates written below.

Polk Devco, LLC, an Arizona limited liability company

Name: _____

Title: _____

Signature: _____

Date: _____

STATE OF ARIZONA)
)
County of Maricopa) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____, the _____ of Polk Devco, LLC, an Arizona limited liability company.

Notary Public

DSC3, LLC, an Arizona Limited Liability Company

Name: _____

Title: _____

Signature: _____

Date: _____

STATE OF ARIZONA)
) ss
County of Pinal)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__
by _____, the _____ of DSC3, LLC, an Arizona limited liability
company.

Notary Public

EXHIBIT A -DEVCO LLC PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH 522.00 FEET OF THE WEST 278.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2, A CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER OF SECTION 2, A STEM OF A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, BASIS OF BEARINGS, A DISTANCE OF 2643.51 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECTIONS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 289.00;

THENCE LEAVING SAID WEST LINE, NORTH 88 DEGREES 38 MINUTES 24 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 522 FEET OF SAID SOUTHEAST QUARTER, A DISTANCE OF 40.01 FEET, TO THE EAST LINE OF THE 40 FOOT RIGHT-OF-WAY LINE OF MILLER ROAD, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST DISTANCE OF 133.14 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 88 DEGREES 36 MINUTES 47 SECONDS EAST A DISTANCE OF 110.23 FEET;

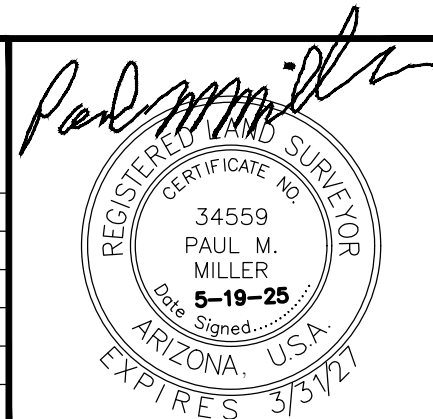
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 100.03 FEET;

THENCE NORTH 88 DEGREES 36 MINUTES 47 SECONDS EAST A DISTANCE OF 127.84 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 233.28 FEET;

THENCE SOUTH 88 DEGREES 38 MINUTES 24 SECONDS WEST A DISTANCE OF 238.07 FEET TO THE POINT OF BEGINNING.

| | |
|---|---------|
| 0293 DEVCO LLC PROPERTY LIMITS | |
| DRN: | CGJ |
| SCALE: | NONE |
| JOB NO.: | 0293 |
| DATE: | 5-19-25 |
| SHT | 1 |
| OF | 2 |



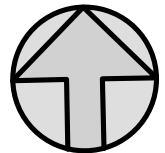
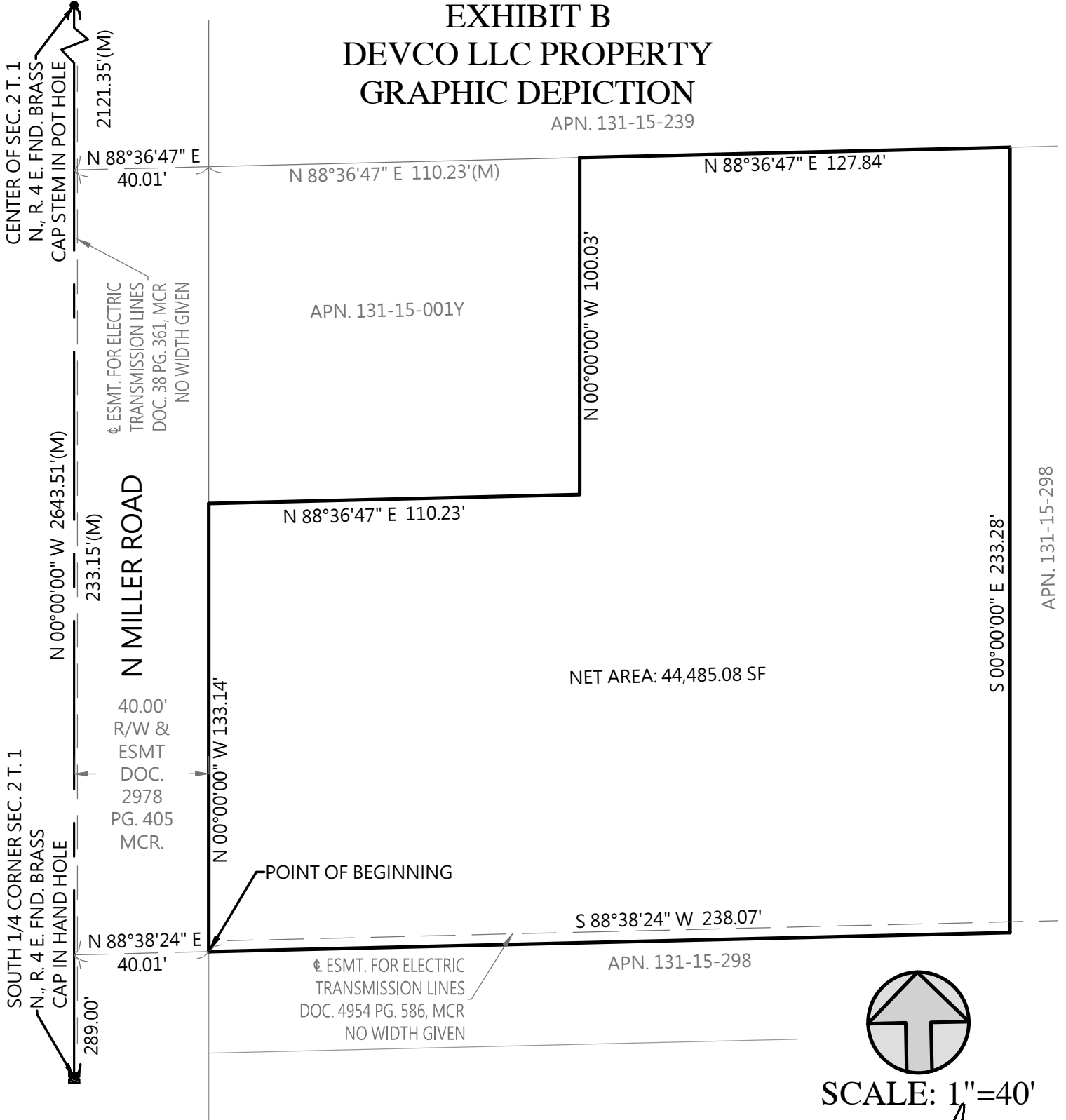
MILLER & SONS SURVEYING



2432 W PEORIA AVE. STE. 1302 BLDG 17 PHOENIX, AZ. 85029
 PH: (623) 875-1200 F: (623) 875-3777
 E-MAIL: PAUL@MILLERANDSONSSURVEYING.COM

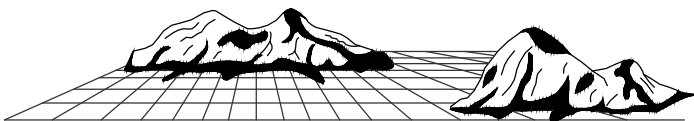
EXHIBIT B DEVCO LLC PROPERTY GRAPHIC DEPICTION

APN. 131-15-239



SCALE: 1"=40'

MILLER & SONS SURVEYING



2432 W PEORIA AVE STE 1302
PHOENIX AZ 85029
PH: (623) 875-1200 F: (623) 875-3777
JW-JOB # 0293



EXHIBIT A - DSC3 LLC PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH 522.00 FEET OF THE WEST 278.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2, A CITY OF SCOTTSDALE BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER OF SECTION 2, A STEM OF A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, BASIS OF BEARINGS, A DISTANCE OF 2643.51 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 522.15 FEET, TO THE NORTH LINE OF THE SOUTH 522 FEET OF THE SOUTHEAST QUARTER OF SECTION 2;

THENCE LEAVING SAID WEST LINE, NORTH 88 DEGREES 36 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 522 FEET OF SAID SOUTHEAST QUARTER, A DISTANCE OF 40.01 FEET, TO THE EAST LINE OF THE 40 FOOT RIGHT-OF-WAY LINE OF MILLER ROAD, AND THE POINT OF BEGINNING;

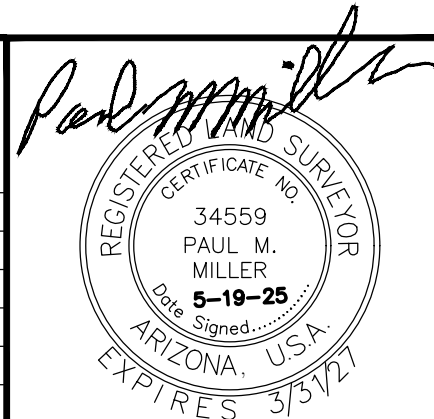
THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88 DEGREES 36 MINUTES 47 SECONDS EAST, AND PARALLEL WITH THE SOUTH LINE OF SECTION 2, A DISTANCE OF 110.23 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, A DISTANCE OF 100.03 FEET;

THENCE SOUTH 88 DEGREES 36 MINUTES 47 SECONDS WEST, AND PARALLEL WITH THE SOUTH LINE OF SECTION 2, A DISTANCE OF 110.23 FEET, TO SAID EAST RIGHT-OF-WAY LINE;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, A DISTANCE OF 100.03 FEET TO THE POINT OF BEGINNING.

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| 0293 DSC3 LLC PROPERTY LIMITS | |
| DRN: | CGJ |
| SCALE: | NONE |
| JOB NO.: | 0293 |
| DATE: | 5-19-25 |
| SHT | 1 |
| OF | 2 |

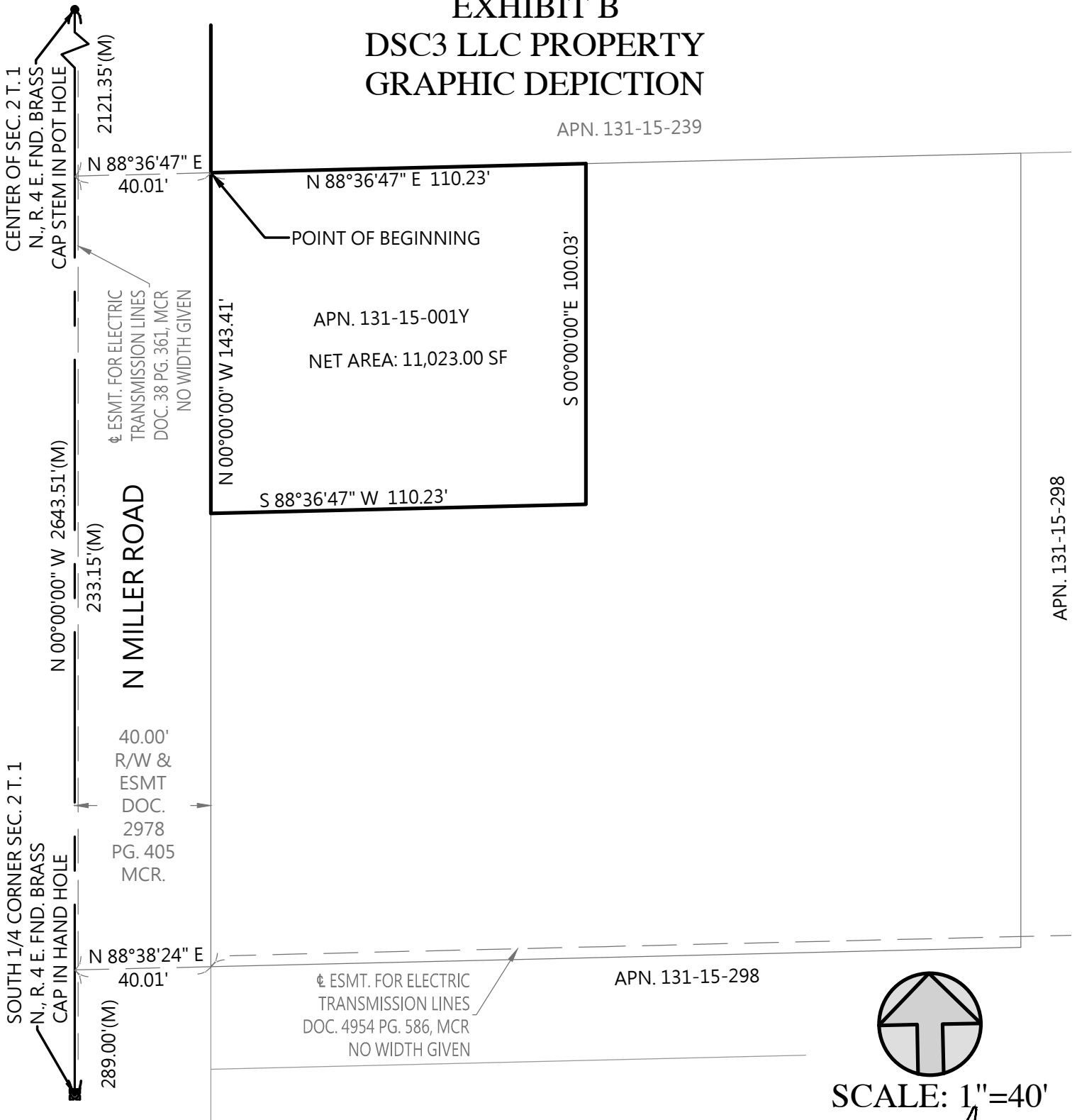


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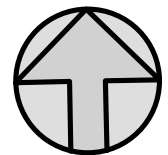
2432 W PEORIA AVE. STE. 1302 BLDG 17 PHOENIX, AZ. 85029
 PH: (623) 875-1200 F: (623) 875-3777
 E-MAIL: PAUL@MILLERANDSONSSURVEYING.COM

EXHIBIT B DSC3 LLC PROPERTY GRAPHIC DEPICTION

APN. 131-15-239

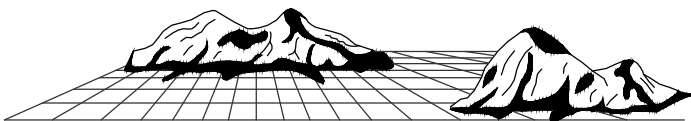


APN. 131-15-298



SCALE: 1"=40'

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2432 W PEORIA AVE STE 1302
PHOENIX AZ 85029
PH: (623) 875-1200 F: (623) 875-3777
JW-JOB # 0293

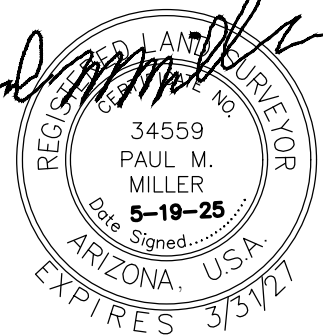


EXHIBIT C

RIGHT OF WAY ABANDONMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP IN A HANDHOLE AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 289.00 FEET ALONG THE MONUMENT LINE, ALSO KNOWN AS NORTH CENTERLINE OF MILLER ROAD TO A POINT;

THENCE NORTH 88 DEGREES 88 MINUTES 24 SECONDS EAST, A DISTANCE OF 40.01 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.14 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF NORTH MILLER ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.01 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF NORTH MILLER ROAD;

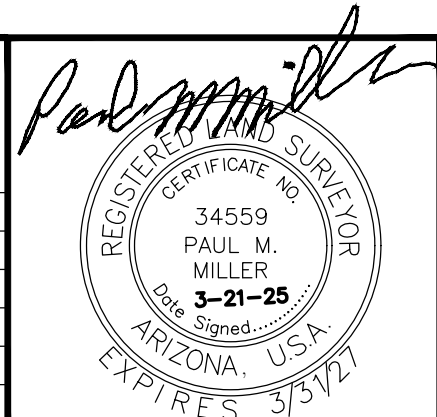
THENCE NORTH 88 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 238.07 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.01 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 238.07 FEET, TO THE POINT OF BEGINNING.

AREA CONTAINS **5,951.74** SQUARE FEET MORE OR LESS

| | |
|--|----------|
| 0293 RIGHT OF WAY ABANDONMENT THE ARDEN | |
| DRN: | RLM |
| SCALE: | NONE |
| JOB NO.: | 0293 |
| DATE: | 01-23-25 |
| SHT | 1 |
| OF | 2 |



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 PH: (623) 875-1200 F: (623) 875-3777
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EXHIBIT D RIGHT OF WAY ABANDONMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP IN A HANDHOLE AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 289.00 FEET ALONG THE MONUMENT LINE, ALSO KNOWN AS NORTH CENTERLINE OF MILLER ROAD TO A POINT;

THENCE NORTH 88 DEGREES 88 MINUTES 24 SECONDS EAST, A DISTANCE OF 40.01 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 120.64 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF NORTH MILLER ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF NORTH MILLER ROAD;

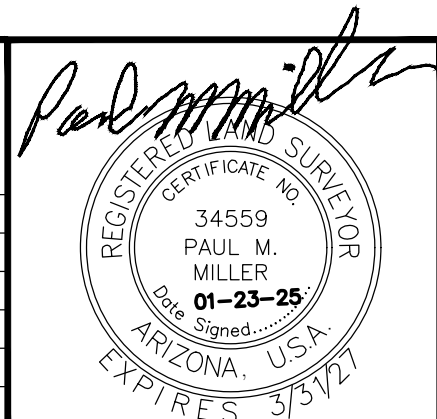
THENCE NORTH 88 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 110.23 FEET, TO THE POINT OF BEGINNING.

AREA CONTAINS 1,377.88 SQUARE FEET MORE OR LESS

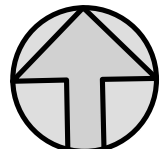
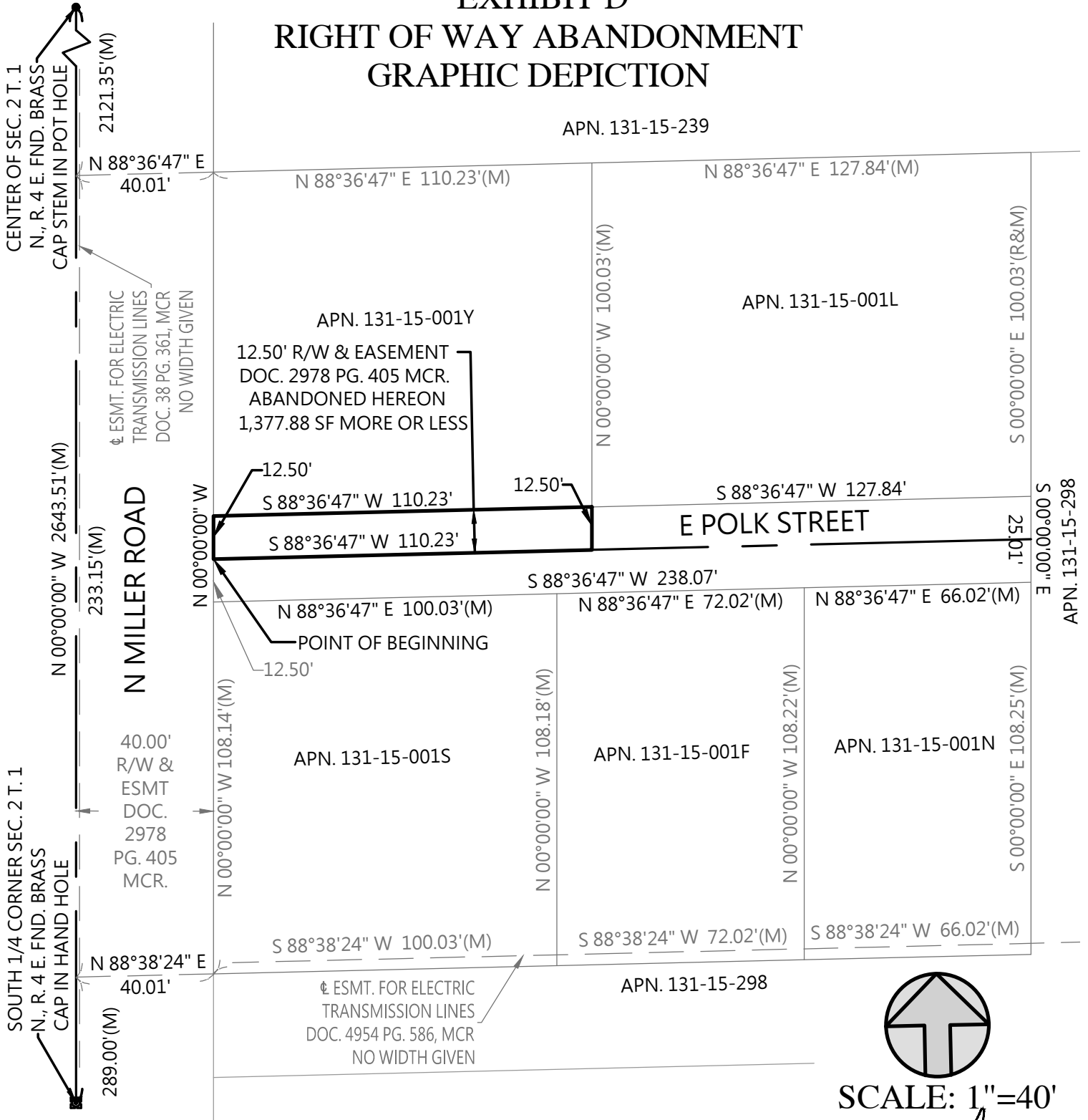
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|--|----------|
| 0293 RIGHT OF WAY ABANDONMENT THE ARDEN | |
| DRN: | RLM |
| SCALE: | NONE |
| JOB NO.: | 0293 |
| DATE: | 01-23-25 |
| SHT | 1 |
| OF | 2 |



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PH: (623) 875-1200 F: (623) 875-3777
E-MAIL: PAUL@MILLERANDSONSSURVEYING.COM

EXHIBIT D RIGHT OF WAY ABANDONMENT GRAPHIC DEPICTION



SCALE: 1"=40'

MILLER & SONS SURVEYING



2432 W PEORIA AVE STE 1302
PHOENIX AZ 85029
PH: (623) 875-1200 F: (623) 875-3777
JW-JOB # 0293

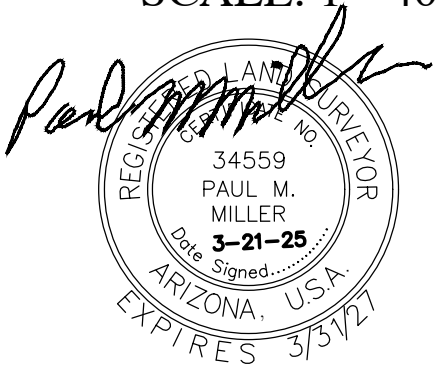


EXHIBIT E

PRIVATE ACCESS EASEMENT DEDICATION LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP IN A HANDHOLE AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 289.00 FEET ALONG THE MONUMENT LINE, ALSO KNOWN AS NORTH CENTERLINE OF MILLER ROAD TO A POINT;

THENCE NORTH 88 DEGREES 38 MINUTES 24 SECONDS EAST, A DISTANCE OF 40.01 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.14 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF NORTH MILLER ROAD, SAID POINT BEING THE POINT OF BEGINNING;

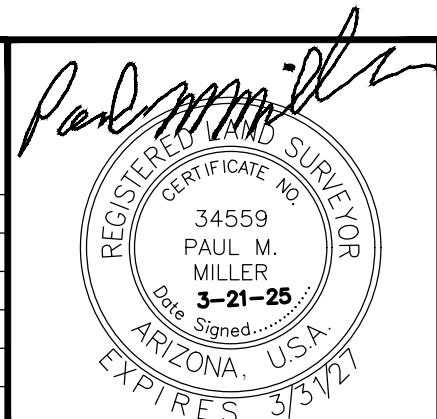
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 25.01 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF NORTH MILLER ROAD;

THENCE NORTH 88 DEGREES 36 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.23 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.01 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 36 MINUTES 47 SECONDS WEST, A DISTANCE OF 110.23 FEET, TO THE POINT OF BEGINNING.

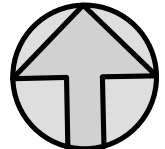
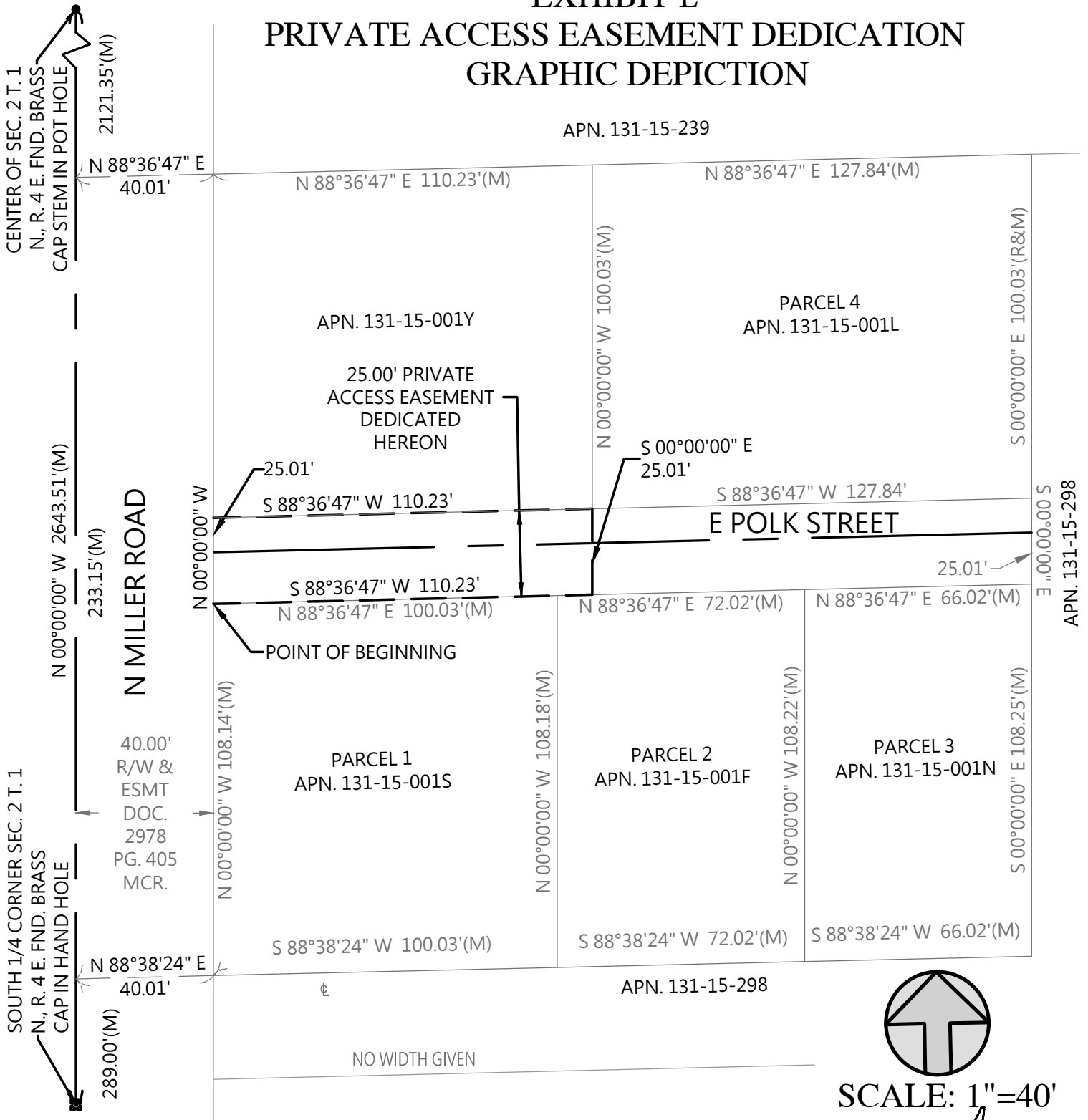
| | |
|--|----------|
| 0293 PRIVATE ACCESS ACCESS DEDICATION THE ARDEN | |
| DRN: | RLM |
| SCALE: | NONE |
| JOB NO.: | 0293 |
| DATE: | 01-22-25 |
| SHT | 1 |
| OF | 2 |



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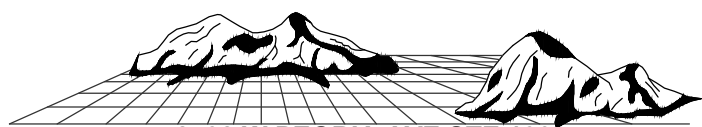
2432 W PEORIA AVE. STE. 1302 BLDG 17 PHOENIX, AZ. 85029
PH: (623) 875-1200 F: (623) 875-3777
E-MAIL: PAUL@MILLERANDSONSSURVEYING.COM

EXHIBIT E PRIVATE ACCESS EASEMENT DEDICATION GRAPHIC DEPICTION



SCALE: 1"=40'

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