

**COMMERCIAL GROUND LEASE FOR RV & BOAT STORAGE
at the 111th Ave Alignment in Peoria, Arizona**

THIS COMMERCIAL GROUND LEASE ("**Lease**") is entered into as of _____, 2024 ("**Effective Date**") by and between **City of Peoria**, an Arizona municipal corporation ("**Lessor**"), and **Beardsley Storage, LLC**, an Arizona limited liability company, or its permitted assigns ("**Lessee**"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property located between Beardsley Road to the south and Rose Garden Lane to the north, and within the 111th Avenue alignment, in **Peoria, Maricopa County, Arizona**, comprising approximately ±31,089 square feet of unimproved land, more fully described in **Exhibit A** attached hereto and incorporated by reference (the "**Leased Premises**").

RECITALS

- A. Whereas, Beardsley Storage, LLC is in the process of rezoning the Base Parcel (defined below) from suburban ranch to a single-use planned area development (zoning case Z19-08) to construct and operate a recreational vehicle and boat storage facility.
- B. Whereas, the RV and boat storage facility, with enclosed, covered and uncovered parking spaces, would serve as a buffer between an existing residential community and more intense industrial uses, is consistent with the land use designation, supports the goals and policies of the Peoria General Plan.
- C. Whereas, to the east of the Base Parcel is the 111th Ave right of way (ROW) containing existing underground utilities and utility easements, as well as acting as a location for future underground utilities.
- D. Whereas, the zoning case requires minimum landscaping, and because of the long and narrow nature of the Base Parcel and, there was a request to utilize a portion of the 111th Ave ROW for landscaping purposes that would have been otherwise required in the Base Parcel.
- E. Whereas, the only allowed use of the Base Parcel is for an RV and boat storage facility, together with incidental ancillary uses, and the 111th Ave ROW will continue to be used for utilities, but not for vehicular traffic, the City of Peoria agreed to consider use of a portion of 111th Ave for landscaping purposes.
- F. Whereas, the City of Peoria and Beardsley Storage, LLC are entering into this lease agreement for the limited purposes of accommodating the landscaping in the 111th ROW, among other things.

NOW, THEREFORE, with the foregoing Recitals incorporated and made part of this Lease, and in consideration of the terms set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term; Commencement; Rent; Base Parcel.

(a) Term; Automatic Renewal.

(i) The initial term of this Lease shall be for twenty-five (25) years, with two (2) options to automatically extend the Lease an additional twenty-five (25) years each (collectively "**Lease Term**"). The Lease Term shall begin on the Commencement Date. **EACH AUTOMATIC EXTENSION SHALL BE INITIATED WITH, AND ONLY UPON LESSOR'S RECEIPT OF A SIGNED AND NOTARIZED ESTOPPEL CERTIFICATE FROM THE LESSEE NO LESS THAN SIX (6) MONTHS PRIOR TO THE RENEWAL DATE.** The Estoppel Certificate shall clarify and confirm the status of the Lease and shall state, at a minimum: (1) The Lease is currently in full force and effect and has not been modified or otherwise amended, unless amended by the Parties pursuant to the Lease; (2) Lessee is in full compliance with all the terms and conditions of the Lease, and is current with all duties and obligations at the time of renewal; (3) There is no existing default or unfulfilled obligations on the part of the Lessee under the Lease; (4) no event has occurred or condition exists which now, or with the passing of time, would constitute a default by the Lessee; (5) the person executing the Estoppel Certificate is duly authorized to execute and deliver it on behalf of the Lessee, and thereby bind the Lessee; and (6) Lessee acknowledges and agrees that submittal of this Estoppel Certificate is a material part of the Lease upon which the Lessor may rely.

(ii) Lessee agrees that upon receipt of Estoppel Certificate, Lessor may inspect the Leased Premises for compliance with the Lease and the Estoppel Certificate. If Lessor does not inspect nor respond to the Estoppel Certificate 30 days or more prior to the renewal date, the Lease shall be deemed renewed. If Lessor determines that the Leased Premises is noncompliant with the Lease or the Estoppel Certificate, Lessor shall notify Lessee, in writing, not less than thirty (30) days following receipt of a renewal notice from Lessee specifying the matters of noncompliance. If Lessee remedies and cures noncompliance prior to renewal date, the Lease shall automatically renew; provided, however, if the type of non-compliance noticed by Lessor as provided above is incapable of cure within the foregoing thirty (30) day time period by the exercise of commercially reasonable efforts, the extension of the Lease Term shall nevertheless be effective, however Lessee must continue to cure such matter to completion or shall be subject to being in default under this Lease.

(iii) Lessee acknowledges and agrees that submittal of the Estoppel Certificate is a material requirement of the Lease and failure to timely submit the Estoppel Certificate is a material condition to the renewal of the Lease Term, and shall not initiate automatic renewal of the Lease. If the Estoppel Certificate is not timely submitted, or if the Estoppel Certificate does not contain the minimum requirements stated in the prior paragraph, renewal of the Lease shall not be automatic and shall be only upon mutual, written agreement of the parties.

(iv) This Lease shall terminate automatically when the Base Parcel is no longer used for RV and/or boat storage or upon any change in the approved PAD referenced herein.

Future modifications to the PAD approved by Lessor which are consistent with the Lessee's use referenced in this Lease shall not cause a Lease termination. The failure to use the Leased Premises for RV and/or boat storage due to events of force majeure, casualty and rebuilding, remodeling and reconstruction, or sale or re-leasing/subletting shall not trigger a termination hereunder.

(v) The parties agree that to avoid a forfeiture of the Lessee's interest in the leasehold created by this Lease, no failure of the automatic right of extension of the Lease term or termination of this Lease pursuant to this Section 1(a) shall occur, unless and until Lessor gives a written notice of termination to Lessee and Lessee fails to deliver a notarized estoppel certificate (dated as of the acknowledgment date even if subsequent to the date set forth above) or reinstates the permitted use of the Leased Premises within 10 days of its receipt of such written notice from Lessor.

(b) **Commencement Date.** The "**Commencement Date**" shall be the Effective Date of this Lease.

(c) **Rent.** The parties agree that the Basic Rent due under this Lease for the Lease Term shall be \$15,000.00. Lessee shall pay 1/75th of the Basic Rent within ten (10) days of the Commencement Date and a similar sum in advance within ten (10) days of each anniversary date of the Commencement Date for the entire Lease Term. Lessee may prepay the foregoing Basic Rent amount in advance. Lessee shall pay all additional rent due under this Lease within thirty (30) days after incurring the same, but always before delinquency. Any Basic Rent or additional rent paid directly to Lessee under this Lease shall be paid to Lessor's address set forth below, or at such other place as Lessor may designate in writing, on the first of each month without demand, notice or offset.

The Basic Rent and additional rent shall be paid in lawful money of the United States of America to the "City of Peoria, Arizona" payable at 8401 W. Monroe, Peoria, Arizona 85345 and should be delivered to the attention of the City of Peoria Financial Services Director, or to such other place or person as Lessor may from time to time designate in writing.

(d) **No Setoff.** Except as expressly provided herein, Rent and additional rent and all other sums payable by Lessee hereunder shall be paid by Lessee without notice, demand, counterclaim, setoff, recoupment, deduction or defense of any kind or nature and without abatement, suspension, deferment, diminution or reduction.

(e) **Base Parcel.** The Leased Premises is appurtenant to a tract of land containing approximately 15.61 acres lying immediately west of the Leased Parcel for its entire length and bounded by Beardsley Road, 112th Avenue and Rose Garden Lane, Peoria, Arizona (the "**Base Parcel**"). The Base Parcel is depicted on the Site Plan attached hereto as **Exhibit B-1**. The Base Parcel is rezoned under a planned area development (PAD), case Z19-08, to construct and operate a recreational vehicle and boat storage facility, with enclosed, covered and uncovered parking spaces. In addition, a main entrance at Beardsley Road on the south and restricted emergency access at Rose Garden Lane on the north will be constructed. The entrance off of Beardsley Road will contain a portion of the 111th Ave ROW, and the emergency entrance at Rose Garden Lane will be gated and equipped with emergency access apparatus. A majority of the landscaping will be within the Base Parcel, but a portion of the landscaping, along with a wrought iron fence for security, will be within the 111th Ave ROW.

(f) **Access.** At the end of the Lease Term occurring for any reason, the then-owner of the Base Parcel shall be entitled to direct access from the Base Parcel to each abutting right-of-way of the Lessor (presently Beardsley Road and Rose Garden Lane). This provision shall survive the extinguishment or termination of the Lease Term.

2. **Leased Premises.** Generally depicted in Exhibit B, and more fully described in Exhibit A, the Leased Premises shall be used for the limited purpose established in this Lease and shall contain landscaping and landscape irrigation appurtenances, a wrought iron gate for security purposes, right of way and entrance improvements at Beardsley Road on the south, and an emergency gate and appurtenances at Rose Garden Lane on the north.

3. **Leased AS-IS.** Lessee accepts the Leased Premises in its present "AS-IS" physical condition and Lessee acknowledges and agrees that Lessor shall have no obligation to perform any work on the Leased Premises.

4. **Lessee Work.** Lessee shall be permitted to develop, construct, and maintain, at Lessee's expense, certain improvements installed in several phases in accordance with zoning case Z19-08 and relevant development requirements for the Base Parcel, submitted to and approved by Lessor through its Planning Department ("**Lessee's Work**"). Included in Lessee's Work is a fence within the boundaries of the Leased Premises so long as Lessee is in compliance with City zoning and building regulations. Once commenced the Lessee's Work shall be completed without interruption and Lessee shall continue said work until a certificate of occupancy (or equivalent) issued for Lessee's Work (which may be issued in connection with improvements to the Base Parcel), subject to events of force majeure. All work, services or materials required for Lessee to construct its improvements and use the Leased Premises shall be performed by Lessee or its agents or contractors at Lessee's sole expense, lien free, and in a workmanlike manner in accordance with all applicable laws, rules, regulations and codes, including any building requirements established by the City. Lessee is not Lessor's agent for the purposes of Lessee's Work.

(a) **Two Entrances.** Lessee's improvements shall be limited to the landscaped areas (which may be fenced) and no vehicle storage or other commercial improvements may be located in the Leased Premises. Notwithstanding the foregoing, Lessee may construct a north entrance and a south entrance (the "**Entrances**") to provide access to the Base Parcel to and from Beardsley Road and Rose Garden Lane, including emergency vehicle access. While directional signage may be located within the two (2) Entrances, no freestanding monument or similar sign is permitted on the Leased Premises without the Lessor's prior written consent. Lessee intends to always maintain open circulation within the Entrances on the Lease Premises for the benefit of the Base Parcel. No barriers shall be created between the Leased Premises and the Base Parcel within the Entrances, but Lessee may install control gates at the Entrances for security purposes.

5. **Permitted Use.** Lessee shall use the Leased Premises for landscaping and entrances as approved by the City and for no other purpose (the "**Permitted Use**"). Parking is prohibited on the Leased Premises. Any other change in Lessee's use requires Lessor's prior written consent. Lessee shall not use or permit the Leased Premises to be used in violation of this Lease, the laws, ordinances, regulations and requirements of the United States of America, the State of Arizona, the County of Maricopa, the City of Peoria or any subdivision or department thereof or any other authority or agency having jurisdiction over the Leased Premises

6. Hazardous Materials. Lessee warrants and agrees that during the Term, it will not manufacture, store, use or dispose of any hazardous materials on or about the Leased Premises. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor harmless for, from and against any loss, damage, release, remediation, mitigation, obligation, penalty, liability, litigation, demand, defense, judgment, suit, proceeding, cost, disbursement, and expense (including, but not limited to, the costs of reasonable investigation, remediation, removal, and legal fees and expenses) arising out of or related to Lessee's introduction of hazardous substances on the Leased Premises or arising out of or related to Lessee's breach of its obligations in this section.

7. Net Lease. As long as the City of Peoria shall remain the Lessor, it is the intention of the parties hereto that this Lease shall be a net lease and that Lessor shall receive the rents herein reserved and all sums which shall or may become payable hereunder by Lessee free from all taxes, charges, expenses, damages and deductions of every kind or sort whatsoever and that Lessee shall and will and hereby expressly agrees to pay all such sums which, except for the execution and delivery of this Lease, would have been chargeable against the Leased Premises and payable by Lessor. Lessee, however, shall not be under any obligation to pay any principal or interest on any mortgage or mortgages which may be placed by Lessor on the real property included within the Leased Premises, nor shall Lessee be under any obligation to pay any income taxes which may become payable by Lessor by reason of the income derived hereunder. Nothing provided in this Section shall be inconsistent with Lessee's obligations for Governmental Charges and any increase in taxes from those that would be owed as long as the City of Peoria remains the Lessor to those which would otherwise be owed if the City of Peoria transfers ownership of the real property included within the Leased Premises.

8. Surrender of the Leased Premises, Removal of Lessee Property. At the expiration of the Term, Lessee shall surrender the Leased Premises in the same state and condition as the Leased Premises were in at the Commencement Date, reasonable use and wear thereof and damages by the elements excepted. In addition, landscaping and groundcover shall remain but all fencing shall be removed if required by Lessor.

9. Insurance; Waiver of Subrogation. Lessee shall maintain during the Term insurance as required by Schedule 2 to this Lease. Notwithstanding anything to the contrary contained herein, Lessor and Lessee each waives any and all rights to recover against the other or against any occupant of the Leased Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of such other party or of such other occupant of the Leased Premises, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. Lessor and Lessee, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Leased Premises.

10. Governmental Charges.

(a) Throughout the Term, Lessee agrees to pay prior to delinquency as additional rent any property taxes and assessments, sales tax, permits and fees imposed by any governmental authority in connection with the Lessee Improvements or Leased Premises, further including any transaction privilege tax/rental/sales tax on the amounts Lessor receives from Lessee

or which Lessee pays directly for the benefit of Lessee. Such amounts shall be paid directly to the taxing authority or governmental entity having jurisdiction, and written evidence of the same shall be timely delivered by Lessee to Lessor on request. To the extent such costs and expenses (or any part thereof) cannot be charged directly to, and paid directly by, Lessee, such costs and expenses may be paid by Lessor and shall be reimbursed by Lessee as additional rent. In the event Lessor fails to submit a bill to Lessee within twenty-four (24) months after the date Lessor pays such expenses, Lessee shall not be obligated to reimburse Lessor with respect to such bill. Taxes will be prorated for any partial Lease Year. Notwithstanding the foregoing, Lessor is responsible for payment of all inheritance, estate, successor, transfer, gift, and income taxes imposed on Lessor or otherwise relating to the Leased Premises.

Lessee shall have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax or assessment. Lessor shall, if it determines it is reasonable to do so, and if so requested by Lessee, assist with any proceeding for contest or review of such taxes or assessments, but the entire cost of any such proceedings (including all costs, expenses and attorneys' fees reasonably sustained by Lessor in connection therewith) shall be borne by Lessee. In the event Lessor receives any refund of such taxes or assessments, and such taxes or assessments are related or applicable to the Leased Premises, Lessor shall credit such refund to Lessee against the next succeeding payments of taxes due from Lessee.

(b) Notwithstanding the foregoing, or any other provision to the contrary in this Lease, Lessee's obligation to pay real estate taxes on the Leased Premises, and any improvements located thereon, shall be limited to the real estate taxes owed as long as the City of Peoria remains the owner of the Leased Premises. Should the Leased be sold by the City of Peoria, and such sale result in an increase in real property taxes, such increase in real estate taxes shall be paid in a manner agreed to by the Lessee and successor Lessor.

11. Maintenance.

(a) Lessee covenants and agrees, at its sole cost and expense, at all times from and after the Delivery Date and throughout the Term of this Lease to maintain, repair, replace, and keep the Leased Premises, the Lessee improvements thereon and the other improvements in good condition and order, pursuant to the zoning case Z19-08, Peoria City Code, and commensurate with like businesses in the City, and in a state of good repair, excepting normal wear and tear. Such obligations include, without limitation, responsibility for replacing any dead landscaping with like-kind plant or tree replacements, removing weeds, and maintaining overgrowth.

(b) Lessor shall have no maintenance, replacement or repair obligations with respect to the Leased Premises, the Lessee improvements thereon, or any other improvements.

12. Casualty, Condemnation, or Taking. If the whole or any material part of the Leased Premises shall be destroyed by casualty or taken by casualty, condemnation or eminent domain, that materially impairs, in Lessee's sole discretion, Lessee's conduct of business operations at the Leased Premises or the Base Parcel, then Lessee may terminate this Lease (without further liability on the part of Lessee) by giving written notice to Lessor within ninety (90) days of Lessee receiving notice of or the occurrence of casualty or condemnation/eminent domain.; Upon such termination, Lessee shall surrender and vacate the Leased Premises within sixty (60) days of date of termination notice and Lessee shall at its cost shall return the entire

remaining Leased Premises to only landscaped area by removing all fencing, damaged or dead landscaping. In the event the entire Leased Premises is condemned, this Lease shall terminate on any order of entry for the condemning authority. In the event Lessee elects to terminate this Lease, Lessee shall be relieved of its obligations to pay rent and after the termination date, and Lessee shall surrender the Leased Premises to Lessor as of such date. Such release and surrender shall in no way prejudice or interfere with Lessee's right to an award for its loss. Such release and surrender shall in no way relieve Lessee of its operation, repair, and maintenance obligations at the Two Entrance.

13. Force Majeure. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition, other than monetary obligations including the obligation to pay rent or additional rent, under this Lease by any non-financial event beyond its reasonable control, such as a strike, lockout, labor dispute, act of God (excluding normal weather conditions), newly enacted restriction by a higher governmental entity, regulation or control, enemy or hostile governmental action, failure of power or utilities, riot, vandalism, explosion, war, natural or local emergency, civil commotion, insurrection, sabotage, flood, fire or other casualty, disease, outbreak, epidemic, pandemic, or any other condition beyond the reasonable control of the responsible party and that prevents the performance of the non-monetary obligations of such party for a period equal to any such prevention, delay or stoppage, such party shall be excused of such obligation, but shall not excuse the monetary obligations, once accrued, imposed with regard to Basic Rent, additional rent or other charges to be paid by Lessee pursuant to this Lease. Any party asserting an event of force majeure shall deliver to the other party a written notice of force majeure within thirty (30) calendar days of the first occurrence of force majeure or such party shall be deemed to have unconditionally waived and released any ability to assert a force majeure event in any manner.

14. Quiet Possession. Lessor warrants that during the Term, provided Lessee complies with the provisions and covenants of this Lease, Lessee shall have the quiet enjoyment and uninterrupted and exclusive right of use and possession of the Leased Premises, free from interference by Lessor or anyone claiming by, through or under Lessor.

15. Default.

(a) **By Lessee.** If Lessee shall default in the payment when due of any rent or additional rent or in the performance of any other covenant or obligation of Lessee herein, Lessor may forward written notice, as provided herein, of such default to Lessee, and the failure of Lessee to cure such default within thirty (30) days after the date of receipt of such notice (or, if any non-rent/additional rent default cannot reasonably be cured within such thirty (30) day period, within such reasonable additional time mutually agreed upon to cure, provided that Lessee pursues cure diligently and in good faith) shall thereafter allow Lessor those remedies set forth herein, as follows:

(i) Terminate this Lease and declare the Term hereof ended and re-enter the Premises and take possession thereof and remove all persons and property therefrom, and Lessee shall have no further claim thereon or hereunder;

(ii) Without declaring the Term ended, Lessor may reenter the Premises and occupy the whole or any part thereof for and on account of Lessee and collect from time to

time any accrued unpaid rent, if any, and additional rent which shall become payable or which may thereafter become payable;

(iii) Even though Lessor may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises. No termination of this Lease shall be effective unless made in a writing delivered by Lessor.

If this Lease is terminated, Lessor will be entitled to recover from Lessee the cost to return the Leased Premises to an unpaved graveled area including the Entrances and Lessee shall be liable for all costs in removal of such paving together with accrued and accruing unpaid rent, if any, and additional rent only through the date of termination.

In addition, Lessor shall have the right to cure any event of default and to charge Lessee for the cost of effecting such cure as additional rent not exceeding the sum of \$10,000.00 in any rolling 12-month period, provided that Lessor will have no obligation to cure any such event of default of Lessee.

(b) **By Lessor.** If Lessor shall default in the performance of any obligation of Lessor hereunder, Lessee shall so notify Lessor and, if Lessor fails to cure the default within thirty (30) days after the date of receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, within such reasonable additional time as is necessary to cure such default, provided that Lessor pursues cure diligently and in good faith), Lessee shall have all rights and remedies at law and in equity.

(c) **Damages Waiver.** Lessor and Lessee each hereby waive any claims for consequential, special or punitive damages.

(d) **Late Charge.** If Lessee shall fail or neglect to pay any amount due and payable to Lessor hereunder, and the delinquency shall continue for five (5) calendar days, then beginning on the sixth (6) day, Lessee shall pay to Lessor a late payment charge in the amount of Twenty Five Dollars (\$25.00) per day for each and every day any amount remains due and payable to Lessor hereunder; said late payment charge shall be in addition to, and not in lieu of, any other rights Lessor may have.

(e) **Interest.** All Basic Rent and additional rent due Lessor shall accrue interest at fifteen percent (15%) per annum from their due date until paid.

Indemnity. To the fullest extent permitted by law, Lessee shall defend and hold harmless and indemnify Lessor and its departments, Council-members, Mayor, boards, commissions, officers, officials, agents, attorneys, and employees for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (including, without limitation, reasonable attorney's fees and court costs, both at trial and on any appeal or up to any settlement), threatened, alleged, sustained or incurred by reason of, directly or indirectly, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property resulting from or caused by or claimed to have resulted from or been caused by (a) any act or thing done or omitted to be done by Lessee, its agents, employees, servants, invitees, or, without limitation, any other person or persons other than Lessor or its employees; or (b) any failure on the part of Lessee to perform or

comply with any of Lessee's covenants, obligations or liabilities hereunder other than claims resulting from Lessor's indemnitees' gross negligence or willful misconduct. The provisions of this Paragraph shall survive termination of this License Agreement.

16. Notice. Any notice given pursuant to this Lease shall be in writing and delivered in person, or sent by United States Certified, Registered Express Mail, Federal Express or other private courier, postage prepaid, and return receipt requested in the event of delivery by mail. Notices shall be given to Lessee and Lessor at the addresses set forth at the end of this paragraph. Notices shall be given when delivered personally, or if mailed, at midnight on the third business day after the date of mailing, or if sent by Federal Express or by other private courier on the next following business day. Email or facsimile is **not** effective notice under this Lease.

LESSOR:

To Lessor: Henry Darwin, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a copy to: Emily Jurmu, City Attorney
City's Counsel: City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

LESSEE:

Beardsley Storage, LLC
11150 West Beardsley Road
Sun City, AZ 85373

with a copy to:

Beardsley Storage, LLC
Post Office Box 19207
Las Vegas, NV 89132

Such addresses may be changed from time to time by either party by serving notice as above provided.

17. Warranty of Right to Lease. Lessor warrants that it has the full and complete right and authority to lease the Leased Premises.

18. Paragraph Headings. The paragraph headings of this Lease are inserted for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

19. Scope of Agreements; Amendments. It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions, inducements and understandings between them and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed

or implied, between them other than as herein set forth and this Lease shall not be modified in any manner except by an instrument in writing executed by the parties.

20. Binding Effect. The covenants and conditions contained herein shall apply to and bind the heirs, legal representatives, successors and assigns of the parties hereto.

21. Assignment and Subletting. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person to occupy the Leased Premises, or any portion thereof, without first obtaining the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Any assignment or subletting without the prior written consent of Lessor shall be void, and shall, at the option of Lessor, terminate this Lease unless cured within sixty (60) days of Lessor's written notice. Neither this Lease nor any interest therein shall be assignable, as to the interest of Lessee, by operation of law, without the prior written consent of Lessor.

22. Brokers. No brokers are involved in this transaction or entitled to a brokerage fee for the transaction evidenced by this Lease. Lessee discloses that certain principals of Lessee are licensed real estate brokers in the State of Arizona.

23. Estoppel Certificate.

(a) Lessee will execute, acknowledge and deliver to Lessor, within fifteen (15) days following request therefore, a certificate certifying (i) that this Lease is unmodified and in full force (or, if there have been modifications, that the lease agreement is in full force and effect, as modified, and stating the modifications), and (ii) the dates, if any, to which Basic Rent, additional rent and other sums payable hereunder have been paid, and (iii) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate. Any such certificate may be relied upon by any prospective purchaser or encumbrancer of the Leased Premises or any part thereof. Lessee's failure to deliver such certificate within the time permitted hereby shall be conclusive upon Lessee that this Lease is in full force and affect, except to the extent any modification has been represented by Lessor, and that there are no uncured defaults in Lessor's performance, and that not more than one month's rent has been paid in advance.

(b) Lessor will execute, acknowledge and deliver to any requesting leasehold mortgagee of the Leased Premises or the Base Parcel, within fifteen calendar (15) days following request therefore, a certificate certifying (i) that this Lease is unmodified and in full force (or, if there have been modifications, that the lease agreement is in full force and effect, as modified, and stating the modifications), and (ii) the dates, if any, to which Basic Rent, additional rent and other sums payable hereunder have been paid, and (iii) that no notice has been received by Lessor of any default which has not been cured, except as to defaults specified in said certificate. Any such certificate may be relied upon by any such leasehold mortgagee. Lessor's failure to deliver such certificate within the time permitted hereby shall be conclusive upon Lessor that this Lease is in full force and affect, except to the extent any modification has been represented by Lessee, and that there are no uncured defaults in Lessee's performance, and that not more than one month's rent has been paid in advance.

24. Recording. The parties shall record a short form of memorandum of lease at the requesting party's expense, substantially in the form attached to this Lease as **Exhibit C**. At Lessor's or Lessee's request, the parties shall execute a memorandum of lease in recordable form giving notice of such non-monetary terms as Lessor or Lessee may reasonably request, including Lessee's option rights, if applicable. If Lessee elects to record a memorandum of lease and Lessor requests in writing the removal of same upon the expiration or earlier termination of this Lease, Lessee shall (at Lessee's expense), remove the recorded memorandum from the title records within ten (10) days following such request.

25. Nonsubordinated Ground Lease. This is a nonsubordinated ground lease agreement. Lessor is not and shall not be obligated to subordinate its rights and ownership interest in the Leased Premises to any loan or money encumbrance that Lessee shall place against Lessee's Leasehold Estate.

26. General.

(a) Remedies Not Exclusive; No Waiver. The various rights and remedies herein contained shall not be considered as exclusive of any other right or remedy of such Party but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or remedy by either Party shall impair any such right, power, or remedy or be construed as a waiver of any default or nonperformance. Lessor shall not be deemed to have waived any term, covenant, or condition unless Lessor gives Lessee written notice of such waiver. The waiver by Lessor of a breach of any term, covenant, or condition contained in this Lease shall not be treated as a continuing waiver of such term, covenant, or condition, or as a waiver of any future breach of the same.

(b) Severability. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision or persons or circumstances other than those to which it is invalid and unenforceable, shall not be affected thereby, and such term or provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

(c) Integration; Amendment in Writing. This Lease is and shall be considered to be the only agreement or understanding between the Parties with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both Parties have been incorporated herein. It may not be amended or modified by any act or conduct of the Parties or by oral agreement unless reduced to writing and executed by the Parties.

(d) Successors and Assigns. Subject to the provisions hereof with respect to assignment, all of the rights and obligations of the Parties under this Lease shall be binding upon and inure to the benefit of the respective heirs, executors, and permitted successors and assigns of Lessor and Lessee.

(e) Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules.

(f) Venue & Jurisdiction. Legal actions regarding and related to this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal

District Court in the District of Arizona sitting in Maricopa County. City and Lessee agree to the exclusive jurisdiction of such courts. Claims by Lessee shall comply with time periods and all other requirements of City's claims procedures from time to time.

(g) Waiver of Jury Trial. The Parties expressly waive trial by jury in any action, proceeding, or counterclaim brought by either of them against the other, on any matter whatsoever arising out of or any way connected with this Lease or their relationship arising hereunder.

(h) Authority. Each individual executing this Lease on behalf of Lessee hereby warrants and represents that he is duly authorized to execute this Lease on behalf of said corporation or partnership.

(i) Time of Essence. Time is of the essence in the performance of each and every term, covenant, and condition of this Lease.

(j) Covenants and Conditions. Each and every provision of this Lease to be performed by Lessee shall be deemed both a covenant and condition. The Parties agree that each provision set forth herein, pursuant to which Lessee is required to pay Rent shall be and is a covenant of Lessee independent of any other term, condition, or covenant contained in this Lease. Lessee shall not be entitled to offset the claimed amount of damages against any Rent or other payments due hereunder, it is expressly agreed that such covenant to pay such amount shall be independent of any obligation of Lessor hereunder. All payments to be made by Lessee hereunder shall, unless otherwise expressly provided, be paid to Lessor without Notice or demand and without adjustment, deduction, or setoff, in lawful money of the United States.

(k) Days. If the last day of any time period stated in this Agreement or the date on which any obligations to be performed under this Agreement falls on a Friday, Saturday, Sunday, or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Friday, Saturday, Sunday or legal holiday.

(l) Relationship. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, employer and employee, master and servant, owner and contractor, sharecropper, partnership, or joint venture between the Parties, it is understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

(m) Knowledge, Review and Interpretation. The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have had the opportunity to consult with legal counsel about this Lease, including the meaning and effect of waiving any legal rights, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity to review the terms of this Lease and have carefully read it; (iii) they are sophisticated parties that have negotiated this Lease at arm's length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Lease against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Lease, which shall be interpreted in a reasonable manner to effect the purposes of this Lease and intent of the Parties as outlined herein.

(n) **Counterparts; Termination.** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. In the event of any termination of the Development Agreement, this Lease Agreement shall be terminated concurrently, and the Parties shall have no obligations to each other except for any obligations that are stated to survive a termination of the Development Agreement or this Lease Agreement.

(o) **No Third Party Beneficiaries.** No person or entity shall be a third-party beneficiary to this Lease or shall have any right or cause of action hereunder.

(p) **No Liability of City Officials.** Notwithstanding any other language in the Lease, no City Council Member, officer, director, trustee, partner, principal, member, employee, agent, affiliate, official, representative, agent, attorney, or employee of the City shall be personally liable to Lessee, or to any successor in interest to Lessee, in any way whatsoever including without limitation in the event of default by the City, for any amount that may become due to Lessee or its successors, or with respect to any obligation of the City under the terms of the Lease.

(q) **Arizona Law Provisions.** To the extent required by Arizona State law:

(i) No member, official, or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, that is prohibited by law. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

(ii) Lessee certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in § 35-393, Arizona Revised Statutes, of Israel.

(iii) To the extent applicable under A.R.S. § 41-4401, Lessee warrants compliance with all federal immigration laws and regulations that relate to their employees and contractors and their compliance with the e-verify requirements under A.R.S. § 23-214(A). The failure by Lessee to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

(iv) To the extent applicable under A.R.S. § 35-394, Lessee hereby certifies it does not currently, and for the duration of this Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People’s Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this Lease to be executed the day and year first above written.

LESSOR:

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation

By: _____
Jason Beck, Mayor

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

LESSEE:

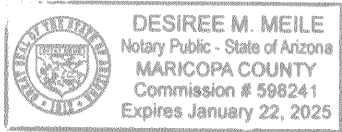
BEARDSLEY STORAGE, LLC, an Arizona limited liability company

By: Arrowhead RV & Boat Storage, LLC an Arizona limited liability company, its sole member

By: _____
Name: Michael A. Beall
Its: Authorized Signatory

STATE OF ARIZONA)
)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 28 day of October, 2024, by Michael B. Zell, the Authorized Signatory of Arrowhead RV & Boat Storage, LLC, an Arizona limited liability company, on behalf of the Lessee.



Notary Public

SCHEDULE 2

INSURANCE

(a) Liability Insurance. Lessee, at its sole expense, shall obtain and maintain from the date of the Lease and throughout the Term of the Lease commercial general liability insurance, written on an "occurrence" policy form, with liability limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate, covering bodily injury, property damage, personal injury and advertising injury arising out of Lessee's business operations, or use or occupancy of the Leased Premises. Lessor, Lessor's lender and any management company appointed to manage the Leased Premises shall each be named as an additional insured on the policy by endorsement. The insurance policy includes contractual liability coverage. If in the reasonable opinion of the insurance broker retained by Lessor the amount of liability insurance coverage maintained by Lessee is not adequate, Lessee shall from time to time (but no more frequently than once every five (5) year(s)) increase the insurance coverage as reasonably recommended by Lessor's insurance broker. In addition to the above described liability insurance, Lessee will maintain an umbrella policy with limits of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence or in the aggregate.

(b) Property Insurance. Lessee, at its sole expense, shall procure and maintain throughout the Term of the Lease property insurance. The property insurance shall be written on a "Special Causes of Loss" (formerly "all risk") policy form and shall provide for one hundred percent (100%) of the replacement value of the Building and any other Lessee Improvements on the Leased Premises. The policy shall be written with no coinsurance, and shall include vandalism and malicious mischief coverage and sign insurance. The proceeds from this policy shall be used by Lessee for the repair or restoration of the Building and other associated site improvements as more fully set forth in Section 3 of the Lease. Lessor shall be a loss payee as its interest may appear on the policy. This policy shall include Business Interruption Insurance subject to the deductible, limits, terms and conditions of the policy.

(c) Workers' Compensation and Employer Liability Coverage. Lessee, at its sole cost and expense, shall procure and maintain workers' compensation insurance as required by law and employer's liability insurance with limits of Five Hundred Thousand and No/100 Dollars (\$500,000.00) and shall contain a waiver of subrogation in favor of Lessor.

(d) Failure to Maintain Insurance. If Lessee fails to maintain the insurance required under the Lease, in addition to any other right or remedy available to it as a result thereof, Lessor shall have the right, but not the obligation, to obtain the required insurance. Lessee shall promptly reimburse Lessor as additional rent for the costs incurred, including the premium and other expenses, upon receipt of a statement for same from Lessor. In the case that Lessor exercises its right to obtain insurance as provided under this Schedule, Lessee shall pay Lessor an administrative fee of fifteen percent (15%) of any such amounts paid by Lessor.

(e) Form of Policies and Additional Requirements. The insurance requirements set forth above are independent of Lessee's waiver, indemnification, and other obligations under the Lease and shall not be construed or interpreted in any way to restrict, limit or modify Lessee's waiver, indemnification and other obligations or to in any way limit Lessee's liability under the Lease. In addition to the requirements above, the insurance required of Lessee must be issued by

an insurance company with a rating of no less than A-:VIII in the current Best's Insurance Guide or A- in the current Standard & Poor Insurance Solvency Review and admitted to engage in the business of insurance in the State of Arizona. The general liability and excess coverage will be primary insurance for claims under it and provide that insurance carried by Lessor and Lessor's lenders is strictly excess, secondary and noncontributing with any insurance carried by Lessee. Lessee shall deliver to Lessor on the date of the Lease (for liability policies) and on or before the Commencement Date (for property insurance policies) and ten (10) days before the expiration date of any policy a certificate of insurance on all policies procured by Lessee in compliance with Lessee's obligations under the Lease. Lessee may comply with its insurance coverage requirements through a blanket policy, provided Lessee, at Lessee's sole expense, procures a "per location" endorsement, or equivalent reasonably acceptable to Lessor, so that the general aggregate and other limits apply separately and specifically to the Leased Premises.

EXHIBIT A – LEASED PREMISES

The parties agree that the legal description set forth below is approved by the parties but subject to modification during engineering review of the site by Lessor.

111TH AVENUE LEASE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH MARICOPA COUNTY BRASS CAP FLUSH STAMPED 33307 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 19 FROM WHICH A 2-INCH ALUMINUM CAP IN POTHOLE (0.2 FEET DOWN) MARKING THE SOUTHWEST CORNER OF SAID SECTION 19 BEARS SOUTH 89 DEGREES 02 MINUTES 07 SECONDS WEST 2772.45 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST 55.01 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 TO A HALF-INCH CAPPED REBAR STAMPED 42137 MARKING THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 05 MINUTES 18 SECONDS WEST 2554.06 FEET ALONG SAID WEST LINE TO A HALF-INCH CAPPED REBAR STAMPED 42137 MARKING THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 88 DEGREES 53 MINUTES 00 SECONDS EAST 55.35 FEET ALONG SAID SOUTH LINE;

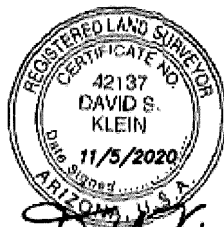
THENCE SOUTH 39 DEGREES 03 MINUTES 20 SECONDS WEST 75.83 FEET TO THE WEST LINE OF VENTANA LAKES UNIT 9, BOOK 308 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 2332.28 FEET ALONG THE WEST LINE OF SAID VENTANA LAKES UNIT 9 AND THE WEST LINE OF VENTANA LAKES UNIT 11, BOOK 308 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 27 DEGREES 14 MINUTES 12 SECONDS EAST 26.52 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 99.74 FEET;

THENCE SOUTH 42 DEGREES 34 MINUTES 59 SECONDS EAST 47.13 FEET TO THE NORTH LINE OF THE SOUTH 60.00 FEET OF SAID SOUTHEAST QUARTER;



PAGE 1 OF 2

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: 11/5/2020

JOB NO.: 190331

111TH AVENUE LEASE

THENCE SOUTH 89 DEGREES 02 MINUTES 07 SECONDS WEST 43.78 FEET TO THE WEST LINE OF SAID VENTANA LAKES UNIT 11;

THENCE SOUTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 5.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 01 MINUTES 17 SECONDS WEST 14.13 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

COMPRISING 31,089 SQ. FEET OR 0.714 ACRES MORE OR LESS.



David S. Klein

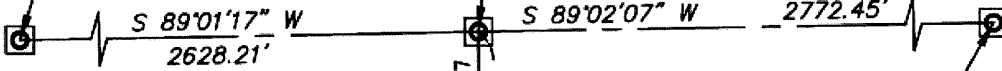
PAGE 2 OF 2

	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: 11/5/2020 JOB NO.: 190331

SOUTHEAST CORNER,
SECTION 19 T04N, R01E
FOUND 3" CITY OF PEORIA
BRASS CAP IN HANDHOLE
(0.60' DOWN)

SOUTH 1/4 CORNER, SECTION 19 T04N, R01E
FOUND 3" MARICOPA COUNTY BRASS
CAP FLUSH STAMPED 33307

BEARDSLEY ROAD



SOUTHWEST CORNER
SECTION 19, T04N, R01E
FOUND 2" ALUMINUM CAP
IN POTHOLE (0.2' DOWN)

LINE	BEARINGS	LENGTH
L1	N 00°05'18" W	55.01'
L2	N 88°53'00" E	55.35'
L3	S 39°03'20" W	75.83'
L4	S 27°14'12" E	26.52'
L5	S 00°14'42" E	99.74'
L6	S 42°34'59" E	47.13'
L7	S 89°02'07" W	43.78'
L8	S 00°14'42" E	5.00'
L9	S 89°01'17" W	14.13'
L10	N 00°05'18" W	40.01'

POINT OF BEGINNING
FOUND 1/2 CAPPED REBAR
STAMPED 42137

A.P.N.
200-13-002J

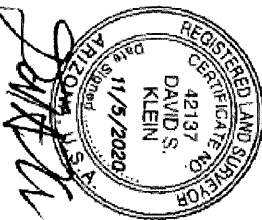
NORTH-SOUTH
MID-SECTION LINE

FOUND 1/2
CAPPED REBAR
STAMPED 42137

W. LINE OF VENTANA LAKES UNIT 9,
BK. 308, PG. 2, & VENTANA LAKES
UNIT 11, BK. 308, PG. 1, M.C.R.

ROSE GARDEN LANE

CENTER OF SECTION 19
FOUND COTTON PICKER
SPINDLE TAGGED 28090



SUPERIOR
SURVEYING SERVICES, INC.

DATE: 11/6/2020

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

JOB NO.: 180331

NOT TO SCALE



11TH AVE LEASE

**EXHIBIT B – PRELIMINARY SITE PLAN /
IMPROVEMENTS TO THE LEASED PREMISES**

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Peoria, Arizona
Office of the City Clerk
8401 West Monroe Street
Peoria, AZ 85345

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is made this ____ day of _____, 2024, between City of Peoria, an Arizona municipal corporation, whose address is City of Peoria, Arizona, 8401 West Monroe Street, Peoria, Arizona 85345, hereinafter referred to as "Lessor," and Beardsley Storage, LLC, whose initial address is 11150 West Beardsley Road, Sun City, AZ 85373, hereinafter referred to as "Lessee." Lessor and Lessee have entered into a Lease Agreement (the "Agreement") for that certain real property located north of Beardsley Road and south of Rose Garden Lane approximately _____ feet east of 112th Avenue, in Peoria, Maricopa County, Arizona, as more particularly described in Exhibit "A" attached hereto.

The term of the Agreement commenced _____, 2024, and shall be for an initial term of twenty-five (25) years with two consecutive extensions of the term of twenty-five (25) years each.

The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation

By: _____
Jason Beck, Mayor

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

State of Arizona)
) ss:
County of Maricopa)

Subscribed and sworn to before me this ____ day of _____, 2024, by Jason Beck, Mayor of the City of Peoria, Arizona, an Arizona municipal corporation, on behalf of the corporation.

Notary Public

My commission Expires:

LESSEE:

BEARDSLEY STORAGE, LLC, an Arizona limited liability company

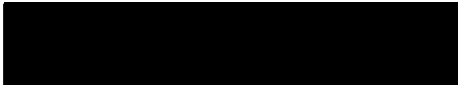
By: Arrowhead RV & Boat Storage, LLC an Arizona limited liability company, its sole member

By: 

Name: Michael A. Beall
Its: Authorized Signatory

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 23 day of October, 2024, by Michael Beall, the Authorized Signatory of Arrowhead RV & Boat Storage, LLC, an Arizona limited liability company, on behalf of the Lessee.



Notary Public

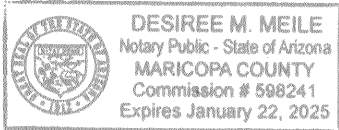


EXHIBIT A

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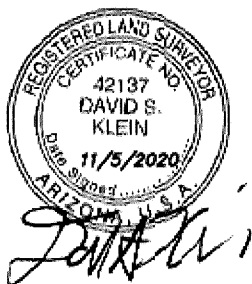
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PAGE 1 OF 2

 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: 11/5/2020

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David S. Klein

PAGE 2 OF 2

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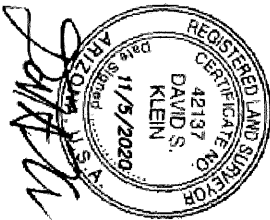
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CAP FLUSH STAMPED 33307

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S 89°01'17" W 2628.21' S 89°02'07" W 2772.45'

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A.P.N.
200-15-002J

POINT OF BEGINNING
FOUND 1/2 CAPPED REBAR
STAMPED 42137

NORTH-SOUTH
MID-SECTION LINE
N 00°05'18" W

2554.06'

FOUND 1/2
CAPPED REBAR
STAMPED 42137

2649.08'

2332.28'

W. LINE OF VENTANA LAKES UNIT 9,
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ROSE GARDEN LANE

CENTER OF SECTION 19
FOUND COTTON PICKER
SPINDLE TAGGED 28090

11TH AVE LEASE

NOT TO SCALE



SUPERIOR
SURVEYING SERVICES, INC.

DATE: 11/5/2020

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JOB NO.: 190331