

# Unofficial Document

When recorded, return to:  
**MATTHEW R. BERENS, ESQ.**  
**BERENS, KOZUB & LORD PLC**  
7047 East Greenway Parkway, Suite 140  
Scottsdale, Arizona 85254

MA

2002-07-01 09:46  
1 OF 2

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## PERMANENT VEHICULAR AND PEDESTRIAN ACCESS AND EMERGENCY VEHICLE EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, TOWNKING ENTERPRISE CO., LTD., an Arizona corporation, ("Grantor"), hereby grants and conveys to UNITED ASSETS, INC., an Arizona corporation and its successors, assigns, agents, employees, contractors, invitees and licensees, any emergency service providers and/or utility provider and the City of Scottsdale, Arizona, (collectively the "Grantee"), the non-exclusive, perpetual right, easement and privilege of ingress and egress upon, across, over and under that certain real property situated in Maricopa County, Arizona described in Exhibit "A" attached hereto and incorporated herein (the "Burdened Parcel"), for the purpose of providing ingress and egress for the use, enjoyment and benefit of pedestrians, motorized or non-motorized vehicular traffic, and all emergency vehicles, in connection with the operation of a development project on certain real property owned by Grantee situated in Maricopa County, Arizona described in Exhibit "B" attached hereto and incorporated herein (the "Benefitted Parcel").

Grantor and Grantee shall share equally the entire cost incurred by Grantor to inspect, maintain, repair, replace and/or remove any Surface Improvements (as hereafter defined) to the Burdened Property; provided, however, Grantor, acting in its sole discretion, shall manage, maintain, repair and replace such Surface Improvements as necessary to maintain same in good working order and repair. If Grantee shall fail to pay the amounts incurred by Grantor for such maintenance, repair or replacement of the Surface Improvements to the Burdened Property within ten days of presentation of a billing therefor, Grantee or its successors and assigns, in addition to paying such amounts incurred by Grantor, shall also pay interest thereon at the rate of 18% per annum from the date such billing was presented, until payment has been made in full.

Grantee covenants and agrees with Grantor, on behalf of itself or its successors and assigns, as the case may be, to indemnify, hold harmless and defend (with legal counsel reasonably acceptable to Grantor) Grantor for, from and against any and all claims, liabilities, and expenses, and reasonable attorneys' fees and court costs which may be claimed or asserted against Grantor, its successors or assigns, or the Burdened Parcel, on account of the exercise by Grantee and/or its invitees, licensees, agents, employees, successors and assigns of the rights, easements and privileges herein granted and conveyed, including, but without limitation, claims for property damage and bodily injury and any mechanics' or materialmen's liens or claims of lien which may be asserted against Grantor, its successors or assigns, or the Burdened Parcel, except to the extent such claims, liabilities and expenses are the result of the negligence or intentional misconduct of Grantor or its successors and assigns on or about the Burdened Parcel.

Grantor covenants and agrees with Grantee, on behalf of itself or its successors and assigns, as the case may be, to indemnify, hold harmless and defend (with legal counsel reasonably acceptable to Grantee) Grantee for, from and against any and all claims, liabilities, and expenses, and reasonable attorneys' fees and court costs which may be claimed or asserted against Grantee, its successors or assigns, or the Burdened Parcel, on account of the exercise by Grantor and/or its invitees, licensees, agents, employees, successors and assigns of the rights, easements and privileges herein reserved by Grantor, including, but without limitation, claims for property damage and bodily injury and any mechanics' or materialmen's liens or claims of lien which may be asserted against Grantee, its successors or assigns, or Grantee's interest in the Burdened Parcel, except to the extent such claims, liabilities and expenses are the result of the negligence or intentional misconduct of Grantee or its successors and assigns on or about the Burdened Parcel.

During the term of this Easement, and prior to entry upon the Burdened Parcel, Grantor and Grantee shall deliver to the other a currently effective certificate of commercial general liability insurance written on an "occurrences" basis with a minimum combined single limit of \$1,000,000.00 with coverage for owned and non-owned motor vehicles and contractual liability coverage and with a reasonable deductible amount. All policies of insurance required by the terms of this Easement shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the insured which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against the insured. Grantor and Grantee and their respective successors and assigns shall be named as an additional insured under the respective insurance policies. Such insurance coverage may be included in blanket insurance policies. The insurer(s) of such certificates shall commit to give both parties <sup>Official Document</sup> thirty (30) days prior notice before cancellation of the policies or reduction in coverage, except in case of nonpayment of premiums, in which case the insurer(s) shall commit to give both parties ten (10) days prior notice before cancellation or reduction in coverage. If either party fails to pay such premium prior to the due date, then the other party may pay all or any part thereof and the non-paying party shall immediately reimburse the other party the amount so paid together with interest thereon at eighteen percent (18%) per annum from date of payment until such reimbursement has been made in full. Such insurance shall be underwritten by corporate insurers licensed in Arizona which are reasonably acceptable to both parties. Each party agrees to maintain such insurance in force throughout the term of this Easement. Each party agrees from time to time to furnish to the other party current certificates of insurance to evidence that such insurance is in full force and effect as required hereunder.

Any party exercising the rights reserved herein which damages any street, access way, sidewalk, walkway, lighting, landscaped area or other surface improvements (collectively, the "Surface Improvements") when exercising such rights shall restore the damaged Surface Improvements to a condition substantially the same as that which existed immediately before such damage occurred.

This Easement and the benefits and burdens thereof shall (i) be binding upon and run with the Benefitted Parcel and the Burdened Parcel, respectively, and (ii) inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

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This Easement may be terminated, modified, or amended only by a writing signed by all the then owners of the Burdened Parcel and the Benefitted Parcel; provided, however, that in the event a mortgage lien or lien of a deed of trust exists on the Benefitted Parcel, consent of the mortgagee or beneficiary under the deed of trust shall be obtained prior to said modification, termination or amendment, which consent shall not be unreasonably withheld or delayed.

In the event either party hereto breaches either the covenants or warranties contained in this Easement, such party shall indemnify, hold harmless and defend (with legal counsel reasonably acceptable to the non-breaching party) the other party for all costs incurred in connection with such breach. Such costs shall include all losses and expenses of any type or kind and interest thereon in the manner provided by law, including, without limitation, reasonable attorneys' fees. Further, the non-breaching party shall have the right to all other legal and equitable remedies, including injunctive relief, in the event of any such breach.

Grantor agrees to reasonably cooperate in the establishment of a curb cut in order to provide access to the Burdened Parcel and otherwise as required to implement the intent of this Easement.

Subject to the requirements of any consensual lienholder under any mortgage or deed of trust encumbering the Burdened Parcel or the Benefitted Parcel concerning impounds for payment thereof, Grantor and Grantee shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all ad valorem real property taxes and assessments which are levied against their respective properties.


Nothing contained herein shall be interpreted or construed as either creating a dedication or grant of any rights to the public or causing <sup>any party</sup> <sub>Official Document</sub> to be a joint venturer or partner of any other party.

This Easement may be executed in counterparts each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Easement this 17<sup>th</sup> day of April, 2002.

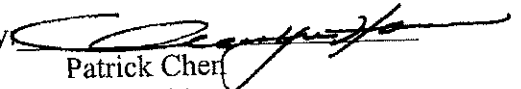
**GRANTOR:**

**TOWNKING ENTERPRISE CO., LTD.,**  
an Arizona corporation

By:   
Patrick Chen  
Its: President

**GRANTEE:**

**UNITED ASSETS, INC.,**  
an Arizona corporation

By:   
Patrick Chen  
Its: President

20020448660

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2002, by Patrick Chen, the President of **TOWNKING ENTERPRISE CO., LTD.**, an Arizona corporation, for and on behalf of the company.

James J. Mack  
Notary Public



**JAMES J. MACK**  
Notary Public - Arizona  
Maricopa County  
Expires 10/31/05

My Commission Expires:

10/31/05

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2002, by Patrick Chen, the President of **UNITED ASSETS, INC.**, an Arizona corporation, for and on behalf of the company.

James J. Mack  
Notary Public



**JAMES J. MACK**  
Notary Public - Arizona  
Maricopa County  
Expires 10/31/05

My Commission Expires:

10/31/05

**Exhibit A**  
**Burdened Parcel**

Unofficial Document

**Legal Description  
For Ingress/Egress Easement**

A strip of land twenty-four (24) feet in width lying twelve (12) feet on each side of the centerline situated in the North half of Section Eleven (11), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a point on the North line of the Northwest quarter of said Section 11 that lies North 88 degrees 59 minutes 30 seconds West 629.63 feet from the North quarter corner of said Section 11;

Thence departing said North line South 00 degrees 40 minutes 53 seconds East 78.06 feet; thence South 77 degrees 28 minutes 22 seconds East 625.76 feet to the beginning of a curve concave to the Southwest with its center lying South 12 degrees 31 minutes 38 seconds West 72.68 feet;

Thence Southeasterly along said curve through a central angle of 79 degrees 04 minutes 38 seconds a distance of 100.31 feet;

Thence South 01 degrees 36 minutes 17 seconds West 68.27 feet to the beginning of a curve concave to the Northwest with its center lying North 88 degrees 23 minutes 43 seconds West 184.09 feet;

Thence Southwesterly along last said curve through a central angle of 36 degrees 06 minutes 13 seconds a distance of 116.00 feet to the beginning of a reversing curve concave to the Southeast with its center lying South 52 degrees 17 minutes 30 seconds East 68.40 feet;

Thence Southwesterly along last said curve through a central angle of 35 degrees 39 minutes 03 seconds a distance of 42.56 feet;

Thence South 02 degrees 03 minutes 03 seconds West 370.85 feet to the beginning of a curve concave to the Northeast with its center lying South 87 degrees 56 minutes 57 seconds East 152.87 feet;

Thence Southeasterly along last said through a central angle of 28 degrees 42 minutes 33 seconds a distance of 76.60 feet to the TRUE POINT OF BEGINNING;

Thence South 41 degrees 50 minutes 40 seconds West 57.18 feet;

Thence South 00 degrees 24 minutes 36 seconds West 303.58 feet;

Thence South 82 degrees 24 minutes 16 seconds East 30.00 feet to the TERMINUS of the herein described centerline.

**EXHIBIT "A"**

Page 1 of 4

Prepared by: AEC Consultants, Inc.  
1710 E. Indian School Rd., #100  
Phoenix, Arizona  
(602) 264-1427

Date: February 21, 2002

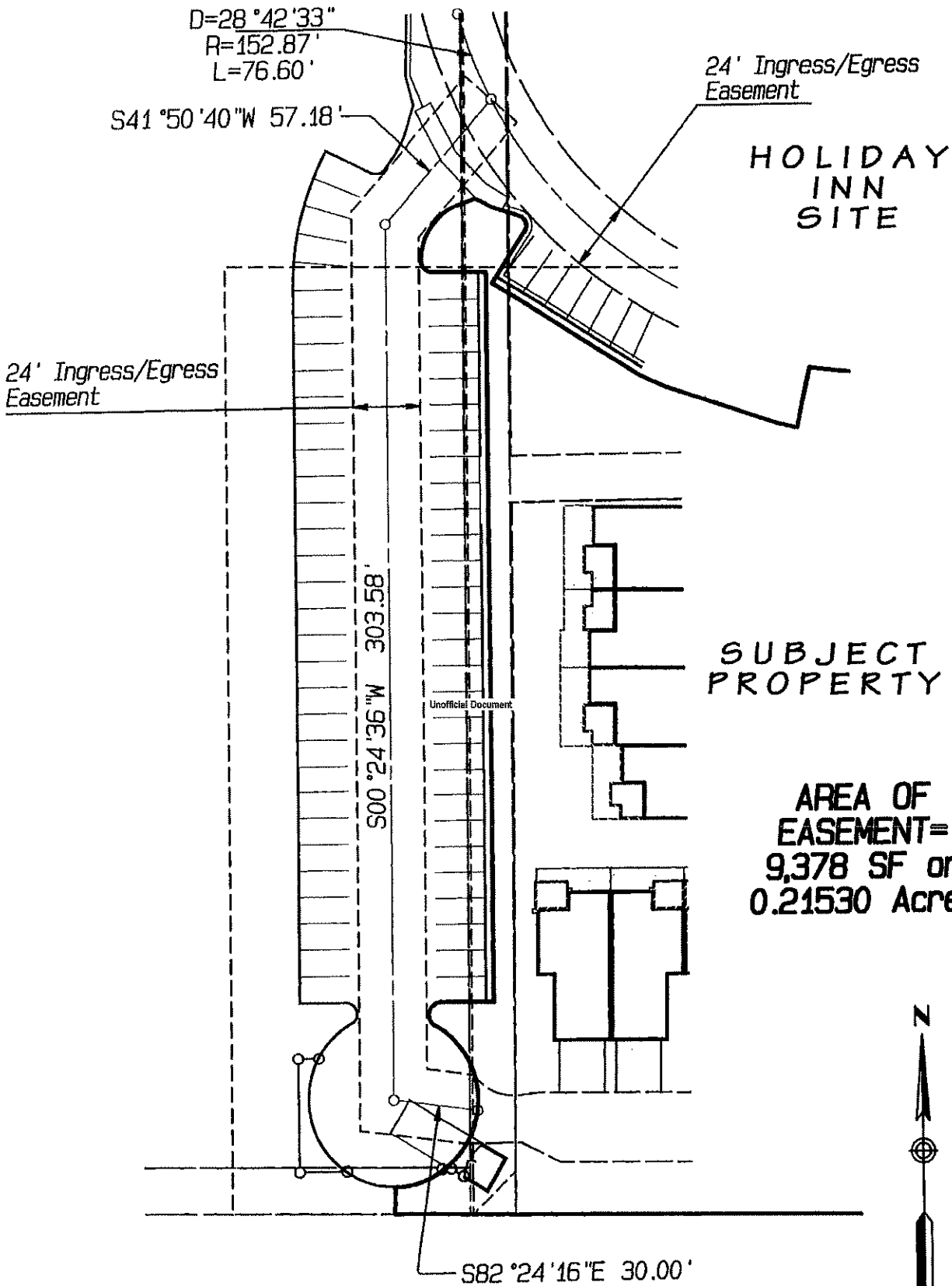
AEC Job No. 98018

Unofficial Document





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**SUBJECT  
PROPERTY**

**AREA OF  
EASEMENT=  
9,378 SF or  
0.21530 Acres**



N.T.S.

**A.E.C. CONSULTANTS, INC.**  
 (amwest engineering)  
 1710 east indian school road suite 100  
 phoenix, arizona 85016  
 phone (602) 264-1427 (602) 230-7221 fax

**EXHIBIT "B"**  
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**Exhibit B**  
**Benefitted Parcel**

Unofficial Document

Legal Description  
Condominium Property

A portion of the North one-half of Section 11, Township Two (2) North, Range Four (4) East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Beginning at the center of Section 11,

Thence North 00 degrees 26 minutes 19 seconds East along the East line of the Northwest quarter Section 11 a distance of 1321.21 feet to the Southeast corner of the Northeast quarter of the Northwest quarter, Section 11, said point being the TRUE POINT OF BEGINNING;

Thence North 88 degrees 57 minutes 03 seconds West a distance of 42.79 feet;

Thence North 01 degrees 02 minutes 57 seconds East a distance of 9.39 feet to a point of intersection with a circular curve having a radius of 29.96 feet and a radius point which bears North 00 degrees 05 minutes 28 seconds West from the point of intersection;

Thence continuing along the arc of said curve to the left through a central angle of 147 degrees 20 minutes 10 seconds a distance of 77.05 feet to a point of reverse curvature of a circular curve having a radius of 4.47 feet and a radius point which bears North 18 degrees 30 minutes 23 seconds East from the point of reverse curvature;

Thence continuing along the arc of said curve to the right through a central angle of 162 degrees 11 minutes 11 seconds a distance of 12.64 feet;

Thence South 89 degrees 18 minutes 26 seconds East a distance of 18.41 feet;

Thence North 00 degrees 19 minutes 51 seconds East a distance of 252.84 feet;

Thence North 89 degrees 15 minutes 55 seconds West a distance of 18.45 feet to the point of intersection of a circular curve having a radius of 4.10 feet and a radius point which bears North 02 degrees 05 minutes 43 seconds West from the point of intersection;

Thence continuing along the arc of said curve to the right through a central angle of 108 degrees 14 minutes 30 seconds a distance of 7.74 feet to a point of intersection of a circular curve having a radius of 19.25 feet and a radius point which bears South 87 degrees 23 minutes 29 seconds East from the point of intersection of a circular curve;

Thence continuing along the arc of said curve to the right through a central angle of 40 degrees 52 minutes 38 seconds a distance of 13.74 feet to a point of intersection of a circular curve having a radius of 14.03 feet and a radius point which bears South 53 degrees 33 minutes 40 seconds East from the point of intersection;

**EXHIBIT "B"**

Thence continuing along the arc of said curve to the right through a central angle of 32 degrees 14 minutes 13 seconds a distance of 7.89 feet;

Thence North 68 degrees 40 minutes 33 seconds East a distance of 6.43 feet to a point of intersection of a circular curve having a radius of 4.95 feet and a radius point which bears South 21 degrees 19 minutes 27 seconds East from the point of intersection;

Thence continuing along the arc of said curve to the right through a central angle of 20 degrees 53 minutes 57 seconds a distance of 1.81 feet:

Thence South 70 degrees 21 minutes 54 seconds East a distance of 1.99 feet;

Thence South 59 degrees 21 minutes 19 seconds East a distance of 4.41 feet;

Thence South 71 degrees 43 minutes 26 seconds East a distance of 9.78 feet to a point of intersection with a circular curve having a radius of 3.51 feet and a radius point which bears South 12 degrees 53 minutes 10 seconds West from the point of intersection;

Thence continuing along the arc of said curve to the right through a central angle of 124 degrees 25 minutes 36 seconds a distance of 7.63 feet;

Thence South 33 degrees 10 minutes 13 seconds West a distance of 20.54 feet;

Thence South 57 degrees 39 minutes 51 seconds East a distance of 60.08 feet;

Thence South 64 degrees 54 minutes 00 seconds East a distance of 5.45 feet;

Thence South 66 degrees 17 minutes 39 seconds East a distance of 5.58 feet;

Thence South 71 degrees 20 minutes 52 seconds East a distance of 39.81 feet to a point of intersection with a circular curve having a radius of 164.57 feet and a radius point which bears North 15 degrees 45 minutes 21 seconds East from the point of intersection;

Thence continuing along the arc of said curve to the left through a central angle of 02 degrees 56 minutes 17 seconds a distance of 8.44 feet;

Thence North 12 degrees 16 minutes 49 seconds East a distance of 21.31 feet to the point of intersection of a circular curve having a radius of 164.87 feet and a radius point which bears North 09 degrees 08 minutes 17 seconds East from the point of intersection;

Thence continuing along the curve to the left through a central angle of 08 degrees 58 minutes 24 seconds a distance of 25.82 feet;

Thence South 89 degrees 50 minutes 18 seconds East a distance of 36.66 feet;

Thence South 00 degrees 01 minutes 24 seconds West a distance of 24.55 feet;

Thence South 89 degrees 58 minutes 36 seconds East a distance of 64.40 feet;

Thence South 89 degrees 31 minutes 16 seconds East a distance of 40.61 feet;

Thence North 89 degrees 03 minutes 14 seconds East a distance of 40.78 feet;

Thence North 89 degrees 47 minutes 28 seconds East a distance of 49.69 feet;

Thence North 00 degrees 21 minutes 55 seconds West a distance of 18.47 feet to a point of curvature of a circular curve having a radius of 5.00 feet;

Thence continuing along the arc of said curve to the right through a central angle of 90 degrees 31 minutes 37 seconds a distance of 7.90 feet to a point of tangency;

Thence South 89 degrees 50 minutes 18 seconds East a distance of 87.63 feet to a point of intersection with a circular curve having a radius of 126.92 feet and a radius point which bears South 07 degrees 55 minutes 43 seconds West from the point of intersection;

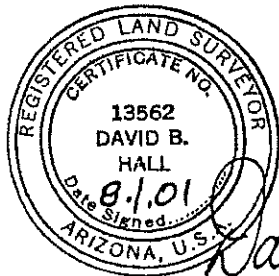
Thence continuing along the arc of said curve to the right through a central angle of 40 degrees 20 minutes 58 seconds a distance of 89.38 feet;

Thence South 32 degrees 16 minutes 51 seconds West a distance of 4.78 feet;

Thence South 02 degrees 31 minutes 00 seconds West (record), South 02 degrees 34 minutes 49 seconds West (measured) a distance of 252.64 feet;

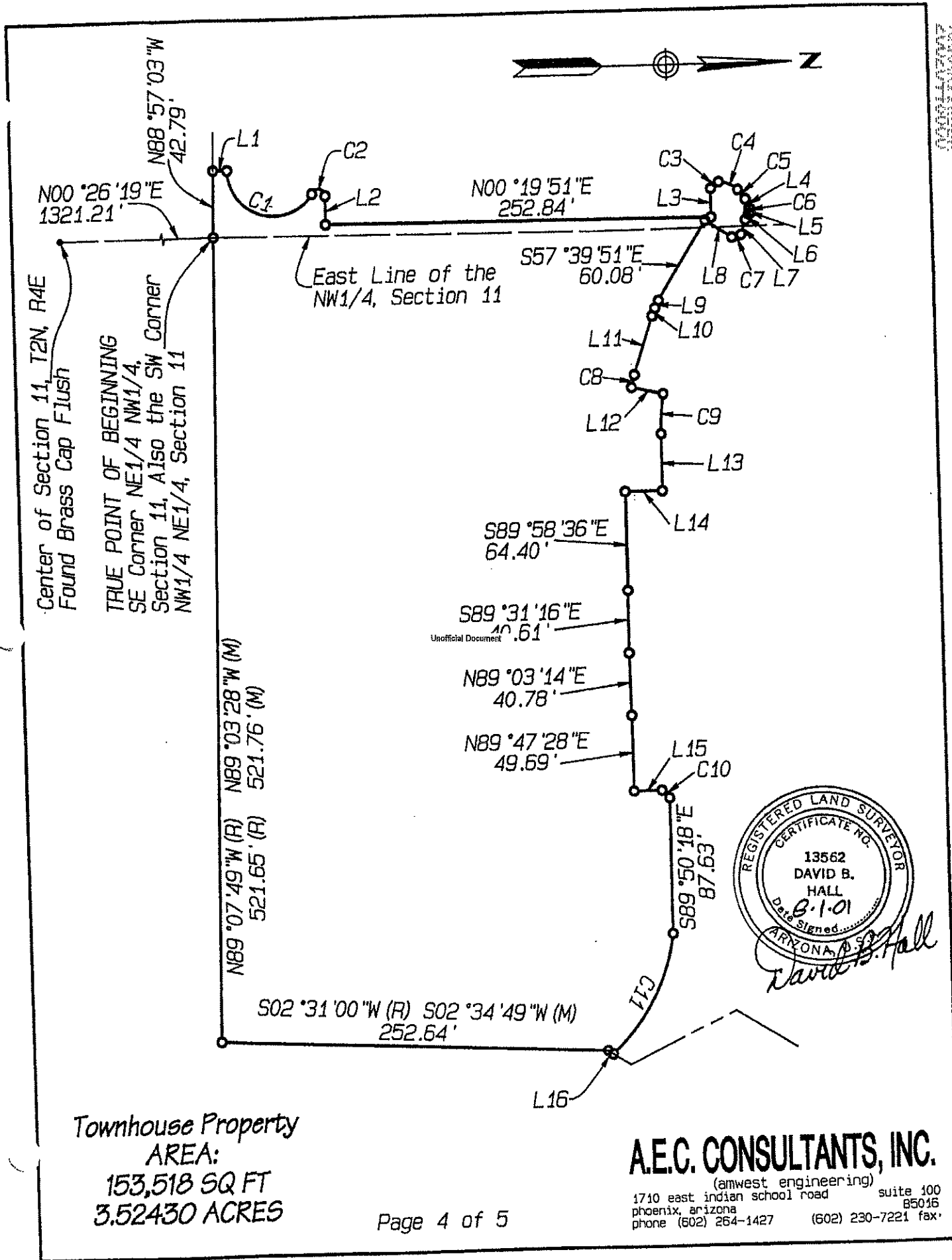
Thence North 89 degrees 07 minutes 49 seconds West (record), North 89 degrees 03 minutes 28 seconds West (measured) a distance of 521.65 feet (record), 521.76 feet (measured) to the True Point of Beginning.

Prepared by: A.E.C. Consultants, Inc.  
1710 E. Indian School Road, Ste. 100  
Phoenix, AZ 85016  
(602) 264-1427



David B. Hall R.L.S. #13562

20020448660



**LINE TABLE**

	BEARING	DISTANCE
L1	N01°02'57"E	9.39'
L2	S89°18'26"E	18.41'
L3	N89°15'55"W	18.45'
L4	N68°40'33"E	6.43'
L5	S70°21'54"E	1.99'
L6	S59°21'19"E	4.41'
L7	S71°43'26"E	9.78'
L8	S33°10'13"W	20.54'
L9	S64°54'00"E	5.45'
L10	S66°17'39"E	5.58'
L11	S71°20'52"E	39.81'
L12	N12°16'49"E	21.31'
L13	S89°50'18"E	36.66'
L14	S00°01'24"W	24.55'
L15	N00°21'55"W	18.47'
L16	S32°16'51"W	4.78'

Unofficial Document

**CURVE TABLE**

	LENGTH	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	77.05'	N16°14'27"E	29.96'	147°20'10"	57.51'	102.26'
C2	12.64'	N09°35'59"E	4.47'	162°11'11"	8.83'	28.50'
C3	7.74'	N37°58'28"W	4.10'	108°14'30"	6.64'	5.66'
C4	13.74'	N23°02'51"E	19.25'	40°52'38"	13.45'	7.18'
C5	7.89'	N52°33'27"E	14.03'	32°14'13"	7.79'	4.05'
C6	1.81'	N79°07'32"E	4.95'	20°53'57"	1.80'	0.91'
C7	7.63'	S14°54'02"E	3.51'	124°25'36"	6.22'	6.67'
C8	8.44'	S75°42'48"E	164.57'	02°56'17"	8.44'	4.22'
C9	25.82'	S85°20'55"E	164.87'	08°58'24"	25.79'	12.94'
C10	7.90'	N44°53'53"E	5.00'	90°31'37"	7.10'	5.05'
C11	89.38'	S61°53'47"E	126.92'	40°20'58"	87.54'	46.63'

**A.E.C. CONSULTANTS, INC.**

(amwest engineering)  
 1710 east indian school road suite 100  
 phoenix, arizona 85016  
 phone (602) 264-1427 (602) 230-7221 fax