

When recorded return to:

Ingress and Egress Access Easement Agreement

This Ingress and Egress Access Easement Agreement (“Agreement”) is entered into as of this _____ day of _____, 2016 (“Effective Date”) by and between Lake Havasu City (“Grantor”) and the State of Arizona, by and through the Arizona State Land Department (“Grantee”), collectively, the “Parties.”

Recitals

WHEREAS:

1. The State of Arizona, acting by and through the Arizona State Land Department, held Public Auction No. 53-106791 on August 7, 2003. Lake Havasu City was the successful bidder at such auction, which resulted in the conveyance of 17.30 acres, more or less (the “Sale Parcel”), to Lake Havasu City via Patent Deed No. 53-106791-01 dated November 6, 2003 (the “Patent”), recorded at 2003098358 in Book 4765, page 871 in the Official Records of Mohave County;

2. As of the Effective Date, Lake Havasu City is the fee title holder of the Sale Parcel;

3. The Patent was conditioned upon the following ‘Condition of Sale’, which states in full: “The successful bidder shall be required to provide and dedicate access in a form acceptable to the Arizona State Land Department to all adjoining State Trust land within 1 year from date of sale. A breach of this condition may result in the reversion of all rights, title and interest in the land to the state pursuant to the conditions prescribed in A.R.S. 37-247” (the “Patent Condition”);

4. Lake Havasu City built, maintains, and utilizes the Sale Parcel for, among other things, a public beach (“London Bridge Beach Park”), a parking lot, and a non-public road (“Sir Peter Gadsden Boulevard”) which provides access through London Bridge Beach Park from McCulloch Boulevard to Beachcomber Boulevard; and

5. It is the intention of Lake Havasu City to fulfill the Patent Condition by granting to the State of Arizona an ingress and egress access easement for the benefit of adjoining State Trust Land parcels according to the terms and conditions herein;

6. It is the intention of the State of Arizona, by and through the Arizona State Land Department, to accept the grant of ingress and egress access from Lake Havasu City, according to the terms and conditions herein, in fulfillment of the Patent Condition.

For and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lake Havasu City (“Grantor”) hereby grants and conveys to the State of Arizona (“Grantee”) a perpetual, non-exclusive right of way and easement (“Easement”) in, under, upon, about, on, and through the Sale Parcel according to the following terms and conditions:

1. **Grant.** Grantor hereby grants to Grantee and to Grantee’s successors, assigns, heirs, beneficiaries, licensees, invitees, representatives, employees, agents, customers, and guests (collectively, the “Permittees”) the following easement rights:

- a. **Roadway Easement.** Ingress and egress access over those portions of the Sale Parcel inclusive of Sir Peter Gadsden Boulevard and the parking lot, together as legally described and depicted in Exhibit A attached hereto and incorporated herein by reference (the “Easement Parcel”), for the purpose of access and travel by Permittees;
- b. **Access Points to Adjoining State Trust Land Area 17.** Ingress/egress and access to the approximately 5.17-acre State Trust Land parcel lying north of London Bridge Beach Park, east of Sir Peter Gadsden Boulevard (hereinafter “Area 17”, as depicted and legally described on Exhibit B attached hereto) at a minimum of two commercial access points, but no more access points than is required to develop Area 17, which shall be constructed to provide ingress/egress and access at locations determined by Grantee to be in the best interests of Area 17. Such access points shall be at least the minimum width as required by City code or other applicable law for such access points at the time the access points are developed. The Parties understand and agree that these access points may be developed at some undetermined time in the future and may result in a loss of a then-current use (including, but not limited to, parking spaces) within and about the area of the access points
- c. **Access Points to Adjoining State Trust Land Areas 16 and 18A.** Ingress/egress and access to the approximately 22.9-acre State Trust Land parcels lying north of the west half of, and west of the east half of, Sir Peter Gadsden Boulevard (hereinafter “Areas 16 and 18A”, as depicted and legally described on Exhibit C attached hereto) at three commercial access points at locations determined by Grantee to provide ingress/egress and access to Areas 16 and 18A. Such access points shall be at least the minimum width as required by City code or other applicable law for such access points at the time the access points are developed. The Parties understand and agree that these access points may be developed at some undetermined time in the future and may result in a loss of the then-current use (including, but not limited to, parking spaces) within the area of the access points.
- d. **Access Points to Adjoining State Trust Land lying southwest of the Intersection of Sir Peter Gadsden Boulevard and McCulloch Boulevard.** Ingress/egress and access to the approximately 18.40-acre State Trust Land parcel lying southwest of the intersection of Sir Peter Gadsden Boulevard and McCulloch Boulevard (hereinafter the “Island Inn Parcel”, as depicted and legally

described on Exhibit D attached hereto) at three commercial access points at locations determined by Grantee to provide ingress/egress and access to the Island Inn Parcel. Such access points shall be at least the minimum width as required by City code or other applicable law for such access points at the time the access points are developed. The Parties understand and agree that these access points may be developed at some undetermined time in the future and may result in a loss of the then-current use within the area of the access points.

- e. Grantee shall not be required to bear any expense for any modifications to or reconfiguration of land adjacent to the Easement Parcel, including but not limited to the London Bridge Beach Park or any parking spaces, and necessary for Grantee's use or enjoyment of the Easement Parcel.

2. **Street Improvements.** Grantor shall construct and maintain a permanent road over the Easement Parcel with not less than one lane for motor vehicle traffic in each direction.

3. **Limitations on Improvements.** Grantor agrees not to make any changes to the Easement Parcel that would preclude ingress or access to any of the adjoining State Trust Land Parcels.

4. **No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the parcels to or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed in this Agreement.

5. **General Provisions.**

5.1 **Termination.** This agreement may be terminated at any time in a writing signed by both Parties. Further, pursuant to A.R.S. § 38-511, or any successor statute, the Grantee may cancel this Agreement within three (3) years after the Effective Date, without penalty or further obligations, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the State or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the Grantor in any capacity, or a consultant to the Grantor with respect to the subject matter of the Agreement, which cancellation shall be effective when written notice from the Governor of the State of Arizona is received by the Grantor unless the notice specifies a later time.

5.2 **Modification.** This Agreement shall not be modified except by written agreement signed by both Parties.

5.3 **Authority.** The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, that the individuals executing the Agreement below is legally authorized to do so on behalf of each Party, and that all necessary actions have been taken to give full force and effect to this Agreement.

5.4 **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns, heirs, and beneficiaries, and all provisions of this Agreement shall run with the land.

5.5 **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise

remain in full force and effect, provided that the fundamental purposes of this Agreement are not defeated by such severability.

5.6 **Remedies**. If a Party breaches or defaults with respect to any of the terms or conditions of this Agreement, the other Party shall be entitled to full and adequate relief by all available legal and equitable remedies, including, without limitation, injunction, specific performance, and a reversion of all rights under the Patent. A Party shall be in breach and default under this Agreement if the Party fails to perform, or allow for lawful performance by the other Party of its rights, under this Agreement for a period of 10 days after written notice from the other Party specifying the default.

5.7 **Indemnity**. Grantor agrees to indemnify, defend, and hold harmless Grantee for, from, and against any and all claims, costs, losses, expenses, or liabilities of any kind arising from or related to the actions or omissions of Grantor on or about the Easement Parcel.

5.8 **Waiver**. A waiver by either Party of a breach of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision of this Agreement.

5.9 **Governing Law**. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

5.10 **Recordation**. This Agreement, and any amendment or cancellation hereto, shall be recorded by the City, in its entirety, in the Official Records of Mohave County, Arizona, no later than ten (10) days after the Parties have executed this Agreement, or any amendment or cancellation hereto.

GRANTEE

STATE OF ARIZONA, by and through the Arizona State Land Department

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____ who executed the foregoing instrument for the purposes therein contained, by signing the name of the State Land Commissioner by herself as duly authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year set forth above.

Notary Public

My commission expires: _____

Exhibit A

EXHIBIT A

OK JPN 4/7/16

EASEMENT FOR PUBLIC INGRESS & EGRESS ACCESS

A portion of Sections 15 & 16, Township 13 North, Range 20 West,
Gila & Salt River Meridian, Mohave County, Arizona.
Being more particularly described as follows:

Commencing at the centerline intersection of McCulloch Boulevard and
Beachcomber Boulevard; said point bears N 43 degrees 35 minutes
13 seconds W., a distance of 1008.07 feet from the East 1/4 corner of
Section 16 as shown on Record of Survey recorded April 10, 1997, in
Book 15, Pages 27-27F of Record of Surveys, Reception No. 97-18365;
Thence S. 24 degrees 39 minutes 47 seconds W., along the centerline
of McCulloch Boulevard a distance of 518.32 feet; Thence S. 65 degrees
20 minutes 13 seconds E., leaving said centerline a distance of 100.00 feet
to a point on the Southeasterly Right of Way of McCulloch Boulevard;
Thence N. 24 degrees 39 minutes 47 seconds E., along said Right of Way
a distance of 470.75 feet to the True Point of Beginning;

Thence, S. 65 degrees 20 minutes 13 seconds E., leaving said Right of Way a
distance of 50.02 feet to a curve concave to the Southwest having a radius L-4
of 823.25 feet; Thence Southeasterly along said curve through a central C-1
angle of 29 degrees 07 minutes 05 seconds an arc length of 418.38 feet;
Thence, S. 36 degrees 13 minutes 08 seconds E., a distance of 752.17 feet L-5
to a curve concave to the Northeast having a radius of 500.00 feet;
Thence Southeasterly along said curve through a central angle of 24 degrees
34 minutes 28 seconds an arc length of 214.45 feet; C-2
Thence, S. 60 degrees 47 minutes 36 seconds E., a distance of 224.07 feet; L-6
Thence, S. 66 degrees 10 minutes 03 seconds E., a distance of 129.59 feet L-7
to a non-tangent curve concave to the Northwest having a radius of
323.00 feet, a radial bearing of said curve at said point bears S 09 degrees
23 minutes 57 seconds E., C-3
Thence Northeasterly along said curve through a central angle of 108 degrees
28 minutes 13 seconds an arc length of 611.49 feet; C-3
Thence, N. 27 degrees 52 minutes 10 seconds W., a distance of 51.30 feet L-8
to a curve concave to the East having a radius of 1090.00 feet;
Thence Northerly along said curve through a central angle of 28 degrees C-4
09 minutes 34 seconds an arc length of 535.71 feet;

(Continued on next page)

EXHIBIT A

EASEMENT FOR PUBLIC INGRESS & EGRESS ACCESS

(CONTINUED)

Thence, S. 89 degrees 42 minutes 13 seconds E., a distance of 70.00 feet; L-9
Thence, N. 00 degrees 17 minutes 47 seconds E., a distance of 832.66 feet; L-10
Thence, N. 89 degrees 38 minutes 59 seconds W., a distance of 130.00 feet; L-11
Thence, S. 00 degrees 17 minutes 47 seconds W., a distance of 832.66 feet; C-4
to a curve concave to the East having a radius of 1150.00 feet;
Thence Southerly along said curve through a central angle of 28 degrees
09 minutes 57 seconds an arc length of 565.32 feet; C-5
Thence, S. 27 degrees 52 minutes 10 seconds E., a distance of 51.30 feet L-13
to a curve concave to the Northwest having a radius of 263.00 feet;
Thence, Southerly along said curve through a central angle of 92 degrees C-6
01 minutes 20 seconds an arc length of 422.40 feet; a radial bearing of
said curve at said point bears S. 25 degrees 50 minutes 50 seconds E.,
Thence, leaving said curve on a non-tangent line N. 66 degrees 10 minutes
03 seconds W., a distance of 148.41 feet; L-14
Thence, N. 60 degrees 47 minutes 36 seconds W., a distance of 219.38 feet L-15
to a curve concave to the Northeast having a radius of 400.00 feet;
Thence, Northwesterly along said curve through a central angle of 24 degrees C-7
34 minutes 28 seconds an arc length of 171.56 feet;
Thence, N. 36 degrees 13 minutes 08 seconds W., a distance of 752.17 feet L-16
to a curve concave to the Southwest having a radius of 923.25 feet;
Thence, Northwesterly along said curve through a central angle of 29 degrees
07 minutes 05 seconds an arc length of 469.20 feet; C-8
Thence, N. 65 degrees 20 minutes 13 seconds W., a distance of 50.02 feet L-17
to a point on the Southeasterly Right of Way of McCulloch Boulevard;
Thence, S. 24 degrees 39 minutes 47 seconds W., along said Right of Way a
distance of 100.00 feet to the True Point of Beginning. L-18

The above described easement contains approximately 8.09± acres.

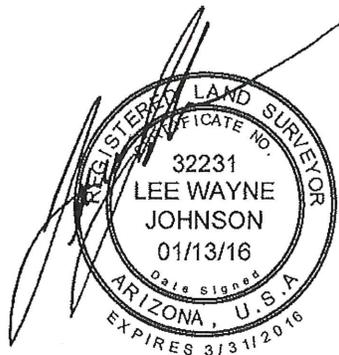
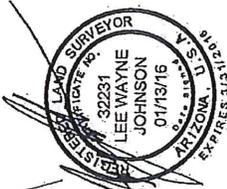
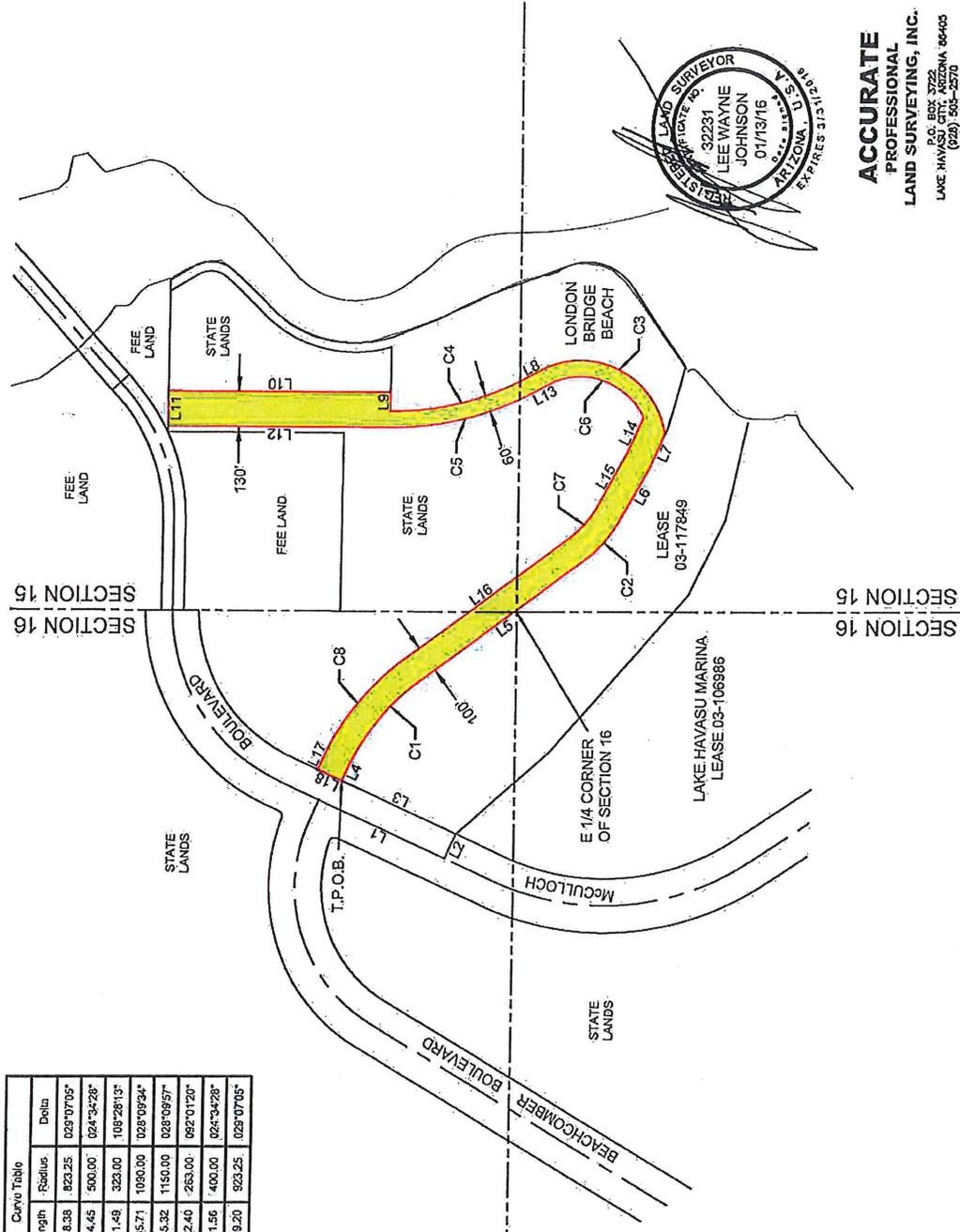


Exhibit A

EXHIBIT OF SIR PETER GADSDEN R-O-W IN A PORTION OF SECTIONS 15 & 16, T.13N., R.20W., G.&S.R.M., MOHAVE COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	518.32	S24° 35' 47"W
L2	100.00	S65° 20' 13"E
L3	4702.5	N24° 35' 47"E
L4	50.02	S65° 20' 13"E
L5	752.17	S56° 13' 08"E
L6	224.07	S60° 47' 39"E
L7	128.59	S65° 10' 03"E
L8	51.30	N27° 52' 10"W
L9	70.00	S69° 42' 13"E
L10	632.66	N00° 17' 47"E
L11	130.00	N89° 38' 59"W
L12	832.66	S00° 17' 47"W
L13	51.30	S27° 52' 10"E
L14	148.41	N65° 10' 03"W
L15	219.38	N60° 47' 36"W
L16	752.17	N36° 13' 08"W
L17	50.02	N65° 20' 13"W
L18	100.00	S24° 35' 47"W

Curve Table			
Curve #	Length	Radius	Delta
C1	418.38	823.25	028°07'05"
C2	214.45	500.00	024°34'28"
C3	611.48	323.00	108°28'13"
C4	535.71	1090.00	028°09'24"
C5	565.32	1150.00	028°09'57"
C6	422.40	263.00	092°01'20"
C7	171.56	400.00	024°34'28"
C8	489.20	923.25	028°07'05"



ACCURATE
PROFESSIONAL
LAND SURVEYING, INC.
P.O. BOX 3722
LAKE HAVASU CITY, ARIZONA 86403
(928) 585-2570

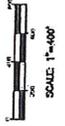
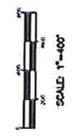
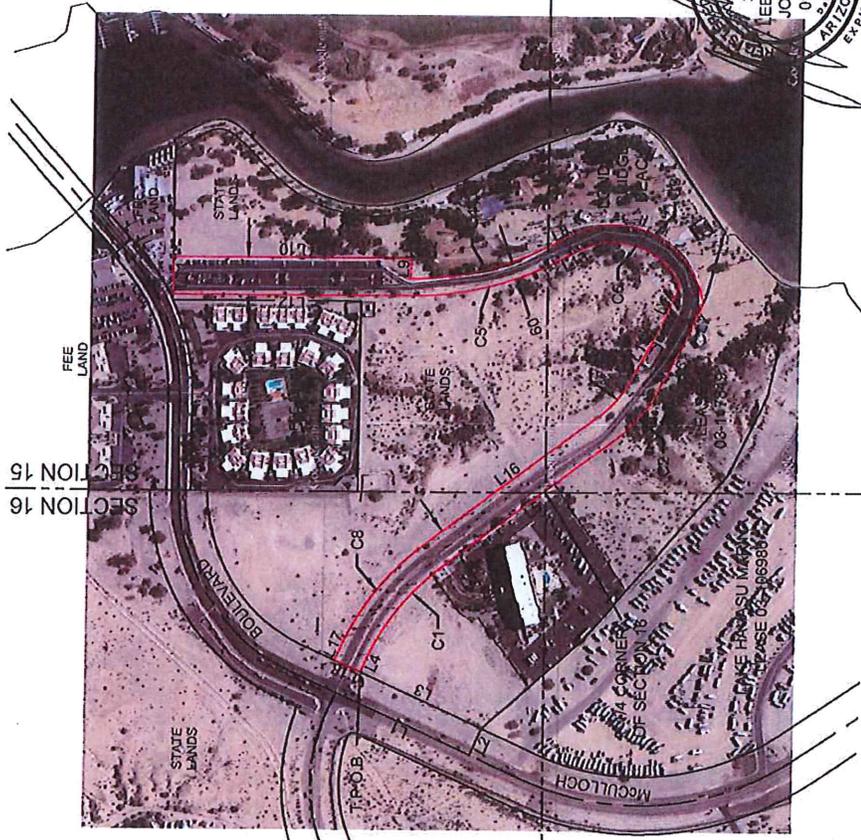


Exhibit A

EXHIBIT OF SIR PETER GADSDEN R-O-W IN A PORTION OF SECTIONS 15 & 16, T.13N., R.20W., G.&S.R.M., MOHAVE COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	518.32	S24° 39' 47"W
L2	100.00	S65° 20' 13"E
L3	470.75	N24° 39' 47"E
L4	50.02	S65° 20' 13"E
L5	762.17	S36° 13' 08"E
L6	224.07	S60° 47' 36"E
L7	129.59	S66° 10' 03"E
L8	51.30	N27° 52' 10"W
L9	70.00	S88° 42' 13"E
L10	832.66	N00° 17' 47"E
L11	130.00	N89° 39' 59"W
L12	832.66	S00° 17' 47"W
L13	51.30	S27° 52' 10"E
L14	148.41	N65° 10' 03"W
L15	219.39	N60° 47' 36"W
L16	762.17	N36° 13' 08"W
L17	50.02	N65° 20' 13"W
L18	100.00	S24° 39' 47"W

Curve Table				
Curve #	Length	Radius	Delta	
C1	418.38	823.25	028°07'05"	
C2	214.45	500.00	024°34'28"	
C3	611.48	323.00	108°28'13"	
C4	535.71	1090.00	028°09'34"	
C5	565.32	1150.00	028°09'57"	
C6	422.40	263.00	082°01'20"	
C7	171.56	400.00	024°34'28"	
C8	469.20	923.25	028°07'05"	



ACCURATE
PROFESSIONAL
LAND SURVEYING, INC.
 P.O. BOX 3722
 LAKE HAVASU CITY, ARIZONA 86405
 (928) 505-2570

Exhibit B

EXHIBIT ``B``
CONCESSION AREA 17
PITTSBURG POINT AFTER 53-106791

DESCRIPTION PER SURVEY OF
STATE LAND APRIL 4, 1997

THAT PORTION OF GOVERNMENT LOT 2, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 13 NORTH, RANGE 20 WEST, GILA AND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA, MORE PRECISELY DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 15 BEARS S00°18'52"W, A DISTANCE OF 1188.88 FEET, SAID POINT OF COMMENCEMENT ALSO BEING S00°18'52"W ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 100.00 FEET FROM THE CENTER LINE OF McCULLOCH BOULEVARD,

THENCE S00°18'52"W, ALONG SAID WEST LINE OF SECTION 15, A DISTANCE OF 528.15 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,

THENCE N 89°39'12"W, ALONG THE NORTH LINE OF GOVERNMENT LOT 1 IN SECTION 16, A DISTANCE OF 50.03 FEET,

THENCE S00°19'26"W, ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 110.22 FEET TO SOUTH WEST CORNER THEREOF,

THENCE S89°39'12"E, ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 50.03 FEET TO THE EAST LINE OF SECTION 16, ALSO BEING THE WEST LINE OF SECTION 15,

THENCE CONTINUING S89°39'12"E, ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 IN SECTION 15 A DISTANCE OF 80.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1,

THENCE N00°19'26"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 110.22 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER

THENCE S89°39'12"E ALONG SAID SOUTH LINE A DISTANCE OF 578.37 FEET, TO THE SOUTHEAST CORNER THEREOF,

THENCE N00°19'10"E A DISTANCE OF 660.10 FEET,

THENCE S89°40'15"E A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING

THENCE CONTINUING S89°40'15"E A DISTANCE OF 369.37 FEET TO A POINT, SAID POINT BEING 40.56 FEET WEST OF THE WESTERLY SIDE OF THE LONDON BRIDGE CHANNEL.

THENCE S30°00'38"E PARALLEL TO AND 35.00 FEET WEST OF THE WESTERLY SIDE OF THE SAID CHANNEL A DISTANCE OF 122.86 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET,

THENCE, CONTINUING PARALLEL TO AND 35.00 FEET WEST OF THE WESTERLY SIDE OF THE SAID CHANNEL, ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 111.53 FEET,

THENCE, CONTINUING PARALLEL TO AND 35.00 FEET WEST OF THE WESTERLY SIDE OF THE SAID CHANNEL, S40°59'22"W A DISTANCE OF 58.43 FEET,

THENCE, CONTINUING PARALLEL TO AND 35.00 FEET WEST OF THE WESTERLY SIDE OF THE SAID CHANNEL, S45°12'25"W A DISTANCE OF 130.25 FEET, TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 495.00 FEET,

THENCE CONTINUING PARALLEL TO AND 35.00 FEET WEST OF THE WESTERLY SIDE OF THE SAID CHANNEL, ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 526.11 FEET,

THENCE N89°40'15"W A DISTANCE OF 166.38 FEET,

THENCE N00°19'10"E A DISTANCE OF 832.66 FEET, TO THE POINT OF BEGINNING

CONTAINING 5.17 ACRES MORE OR LESS.

EXCEPTING AND RESERVING TO THE UNITED STATES AND ITS ASSIGNS, DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED ■ARIZONA INDEMNITY SELECTION. RECORDED JAN. 12, 1989, BOOK 1503, PAGE 777, MOHAVE COUNTY, ARIZONA, A PERMANENT FLOOD EASEMENT LYING BELOW THE ELEVATION OF 455 FEET MEAN SEA LEVEL. NO BUILDING, STRUCTURES, OR IMPROVEMENTS SHALL BE ERECTED OR USED FOR HUMAN OCCUPANCY BELOW 455 FEET NOR SHALL OTHER STRUCTURES BE CONSTRUCTED OR MAINTAINED ON LANDS BELOW THE ELEVATION OF 455 FEET WITHOUT APPROVAL BY THE BUREAU OF RECLAMATION.



EXPIRES 9/30/18

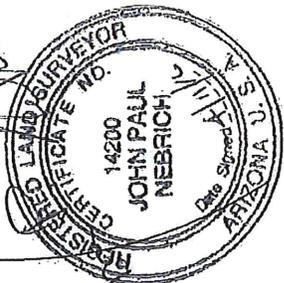
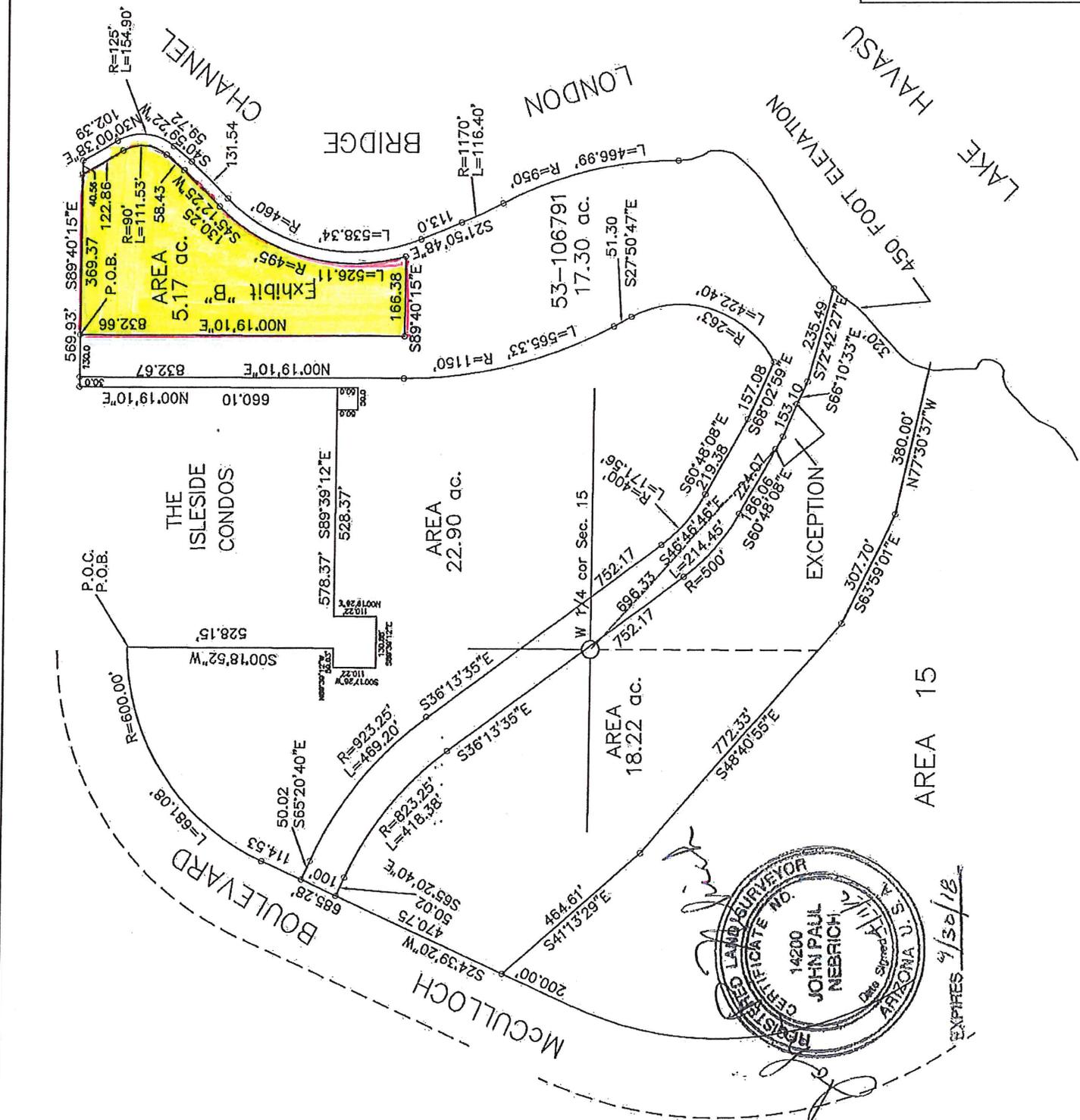
Exhibit B

T 13N, R 20W
 SEC 15, 16, 21, 22
 SURFACE



SCALE: 1" = 1/4" NA

ARIZONA STATE
 LAND DEPARTMENT
 T 13N, R 20W
 Sec 15, 16, 21, 22
 SURFACE
 YUMA CO.
 Sheet 1 of 1
 Date: 4/4/97
 Drawn by: JPN
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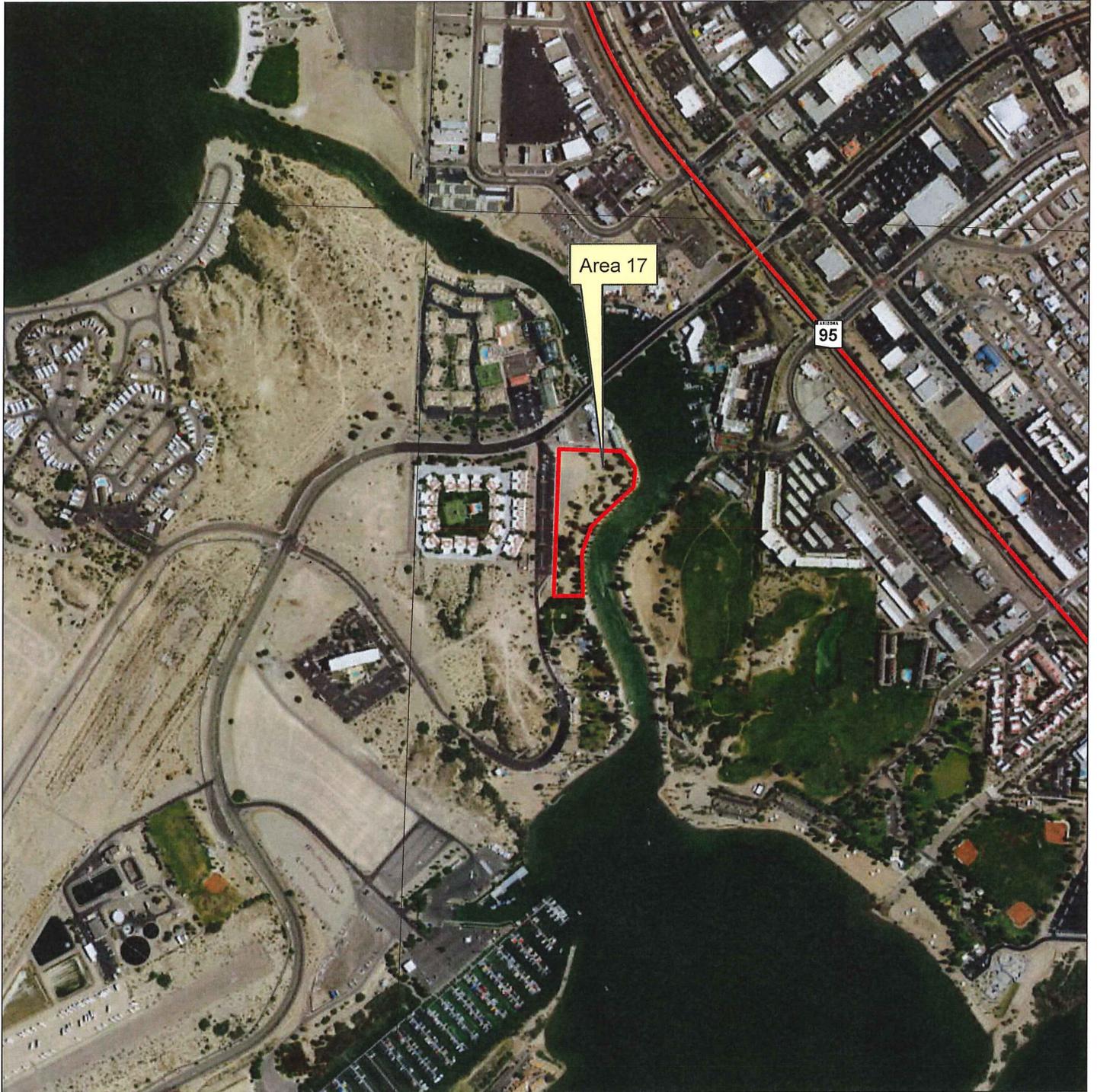


EXPIRES 4/30/18

Excepting and reserving to the United States and its assigns, described in that certain document entitled Arizona Indemnity Selection, recorded Jan. 12, 1989, Book 1503, Page 777, Mohave County Arizona, a permanent flood easement lying below the elevation of 455 feet mean sea level. No building, structures, or improvements shall be erected or used for human occupancy below 455 feet nor shall other structures be constructed or maintained on lands below elevation of 455 feet without approval by the Bureau of Reclamation.

The Arizona State Land Department makes NO WARRANTIES, implied or expressed, with respect to information shown on these maps.

Exhibit B - Area 17



**Arizona State
Land Department**
1616 W Adams Street Phoenix, AZ 85007

The Arizona State Land Department makes no warranties, implied or expressed, with respect to the information shown on this map.

Map produced by the Arizona State Land Department | Sep. 16, 2016

C:\calabra\03-117440 LHC Island Inn and Subject.mxd
Angela Calabresi

Exhibit C

EXHIBIT "C"
CONCESSION AREA 16 AND 18A
PITTSBURG POINT AFTER 53-106791

DESCRIPTION PER SURVEY OF
STATE LAND APRIL 4, 1997

THAT PORTION OF GOVERNMENT LOT 2, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4SW1/4) OF SECTION 15 AND A PORTION OF GOVERNMENT LOT 2 OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 20 WEST, GILA AND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA, MORE PRECISELY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 15 BEARS S00°18'52"W, A DISTANCE OF 1188.88 FEET, SAID POINT OF BEGINNING ALSO BEING S00°18'52"W ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 100.00 FEET FROM THE CENTER LINE OF McCULLOCH BOULEVARD,

THENCE S00°18'52"W, ALONG SAID WEST LINE OF SECTION 15, A DISTANCE OF 528.15 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15,

THENCE N 89°39'12"W, ALONG THE NORTH LINE OF GOVERNMENT LOT 1 IN SECTION 16, A DISTANCE OF 50.03 FEET,

THENCE S00°19'26"W, ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 110.22 FEET TO SOUTH WEST CORNER THEREOF,

THENCE S89°39'12"E, ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 50.03 FEET TO THE EAST LINE OF SECTION 16, ALSO BEING THE WEST LINE OF SECTION 15,

THENCE CONTINUING S89°39'12"E, ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 IN SECTION 15 A DISTANCE OF 80.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1,

THENCE N00°19'26"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 110.22 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER

THENCE S89°39'12"E ALONG SAID SOUTH LINE A DISTANCE OF 528.37 FEET,

THENCE S00°19'10"W A DISTANCE OF 50.00 FEET,

THENCE S89°39'12"E A DISTANCE OF 50.00 FEET,

THENCE N00°19'10"E A DISTANCE OF 710.00 FEET,

THENCE S89°40'15"E A DISTANCE OF 30.00 FEET TO A POINT THAT IS 539.93 FEET WESTERLY FROM THE WESTERLY SIDE OF THE LONDON BRIDGE CHANNEL,

THENCE S00°19'10"W A DISTANCE OF 832.67 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET,

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 565.33 FEET,

THENCE S27°50'47"E, A DISTANCE OF 51.30 FEET, TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 263.00 FEET,

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 442.40 FEET,

THENCE N68°02'59"W, A DISTANCE OF 157.08 FEET,

THENCE N60°48'03"W A DISTANCE OF 219.38 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET,

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 171.56 FEET,

THENCE N36°13'35"W, A DISTANCE OF 752.17 FEET, TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 923.25 FEET,

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 469.20 FEET,

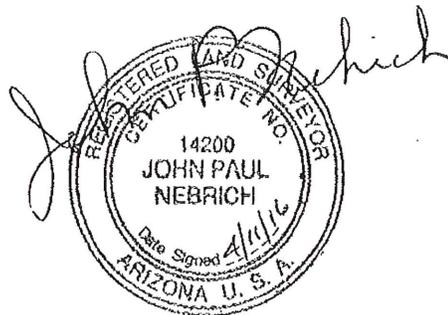
THENCE N65°20'40"W, A DISTANCE OF 50.02 FEET, TO THE EASTERLY R.O.W. LINE OF McCULLOCH BLVD. (200 FEET WIDE)

THENCE N24°39'20"E ALONG SAID R.O.W. A DISTANCE OF 114.53 FEET, TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET,

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 681.08 FEET, TO THE POINT OF BEGINNING.

CONTAINING 22.90 ACRES MORE OR LESS.

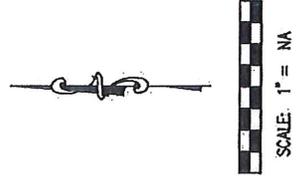
EXCEPTING AND RESERVING TO THE UNITED STATES AND ITS ASSIGNS, DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED ARIZONA INDEMNITY SELECTION. RECORDED JAN. 12, 1989, BOOK 1503, PAGE 777, MOHAVE COUNTY, ARIZONA, A PERMANENT FLOOD EASEMENT LYING BELOW THE ELEVATION OF 455 FEET MEAN SEA LEVEL. NO BUILDING, STRUCTURES, OR IMPROVEMENTS SHALL BE ERECTED OR USED FOR HUMAN OCCUPANCY BELOW 455 FEET NOR SHALL OTHER STRUCTURES BE CONSTRUCTED OR MAINTAINED ON LANDS BELOW THE ELEVATION OF 455 FEET WITHOUT APPROVAL BY THE BUREAU OF RECLAMATION.



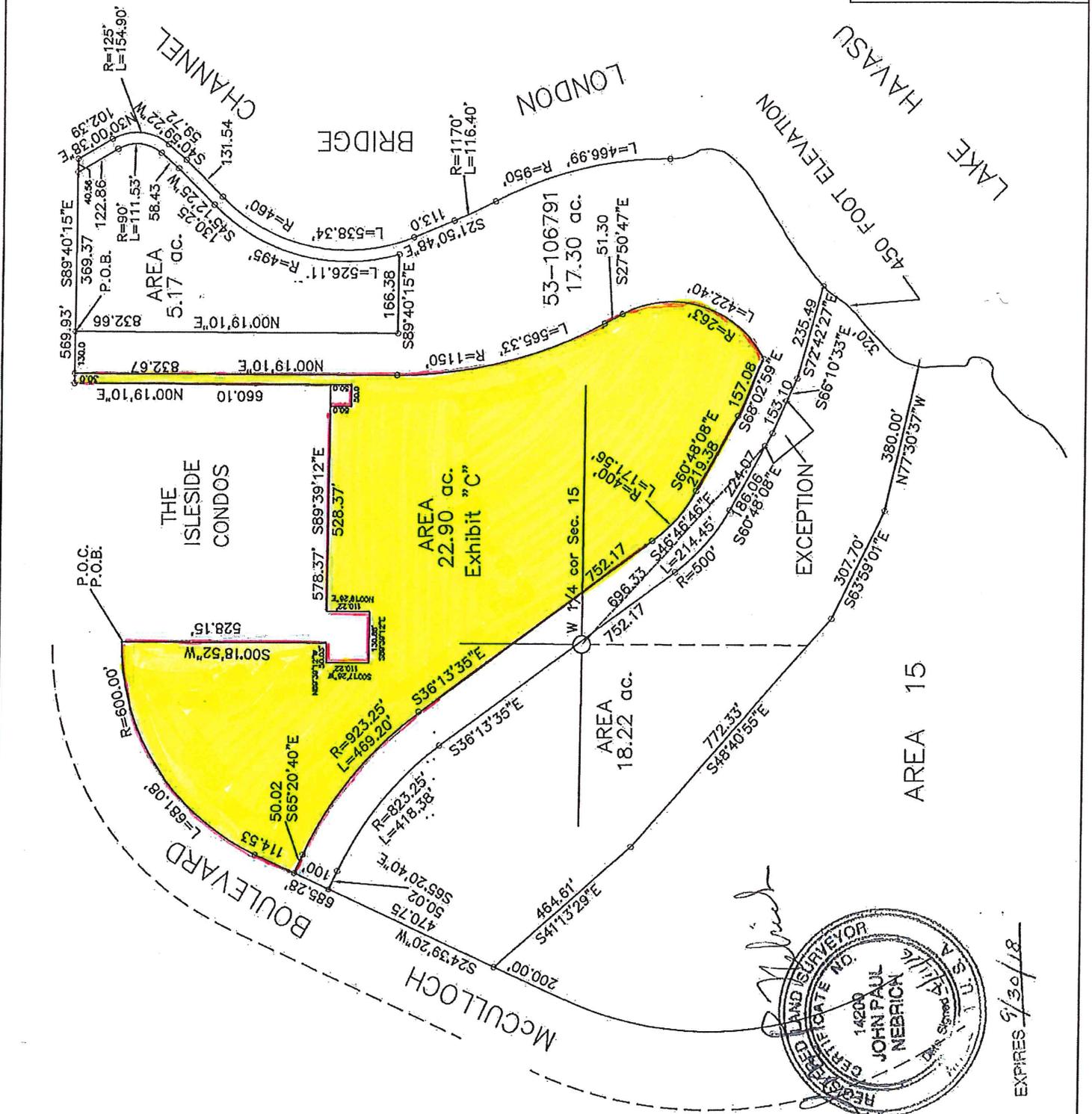
EXPIRES 9/30/18

Exhibit C

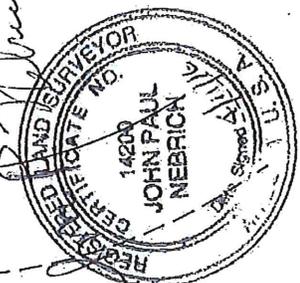
T 13N, R 20W
 SEC 15, 16, 21, 22
 SURFACE



ARIZONA STATE
 LAND DEPARTMENT
 T 13N, R 20W
 Sec 15, 16, 21, 22
 SURFACE
 YUMA CO.
 Sheet 1 of 1
 Date: 4 / 4 / 97
 Drawn by: JPN
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Excepting and reserving to the United States and its assigns, described in that certain document entitled Arizona Indemnity Selection, recorded Jan. 12, 1989, Book 1503, Page 777, Mohave County Arizona, a permanent flood easement lying below the elevation of 455 feet mean sea level. No building, structures, or improvements shall be erected or used for human occupancy below 455 feet nor shall other structures be constructed or maintained on lands below elevation of 455 feet without approval by the Bureau of Reclamation.



EXPIRES 9/30/18

The Arizona State Land Department makes NO WARRANTIES, implied or expressed, with respect to information shown on these maps.

Exhibit C - Areas 16 and 18A



**Arizona State
Land Department**
1616 W Adams Street Phoenix, AZ 85007

The Arizona State Land Department makes no warranties, implied or expressed, with respect to the information shown on this map.
Map produced by the Arizona State Land Department | Sep. 16, 2016
*O:lacalabraHavasuu Road ROW Exhibit B.mxd
Angela Calabresi*

Exhibit D

EXHIBIT 'D'
ASLD 03-117440
PORTIONS OF CONCESSION AREA 16, AND 18A
PITTSBURG POINT AFTER PATENT 53-106791

DESCRIPTION PER SURVEY OF
STATE LAND APRIL 4, 1997

THAT PORTION OF GOVERNMENT LOT 2 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 AND A PORTION OF GOVERNMENT LOTS 2 AND 3 OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 20 WEST, GILA AND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA, MORE PRECISELY DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 15 BEARS $S00^{\circ}18'52''W$, A DISTANCE OF 1188.88 FEET, SAID POINT OF COMMENCEMENT ALSO BEING $S00^{\circ}18'52''W$ ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 100.00 FEET FROM THE CENTER LINE OF McCULLOCH BOULEVARD, SAID POINT OF COMMENCEMENT ALSO BEING THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, WHOSE RADIUS POINT BEARS $S00^{\circ}18'21''E$,

THENCE SOUTHWESTERLY ALONG THE CURVE TO THE LEFT, SAID CURVE BEING THE EASTERLY RIGHT OF WAY LINE OF McCULLOCH BLVD. (200 FEET WIDE) HAVING A CENTRAL ANGLE OF $65^{\circ}02'19''$ AN ARC DISTANCE OF 681.08 FEET,

THENCE $S24^{\circ}39'47''W$ ALONG SAID R.O.W. A DISTANCE OF 214.53 FEET, TO THE POINT OF BEGINNING

THENCE $S65^{\circ}20'13''E$ ALONG THE SOUTH LINE OF A PARCEL OF LAND PER BOOK 4765 PAGE 871, A DISTANCE OF 50.02 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 823.25 FEET,

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 418.38 FEET,

THENCE $S36^{\circ}13'02''E$ A DISTANCE OF 752.17 FEET TO THE BEGINNING POINT OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET,

THENCE ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 214.45 FEET,

THENCE $S60^{\circ}52'26''E$, A DISTANCE OF 223.90 FEET,

THENCE $S66^{\circ}18'29''E$, ALONG THE SAID SOUTH LINE OF BOOK 4765 PAGE 871 A DISTANCE OF 152.99 FEET,

THENCE $S74^{\circ}42'27''E$, A DISTANCE OF 235.49 MORE OR LESS FEET, TO THE HIGH WATER LINE OF THAT BODY OF WATER KNOWN AS LAKE HAVASU AT AN ELEVATION OF 450.00 FEET STANDARD MEAN SEA LEVEL DATUM.

THENCE $S44^{\circ}46'50''W$, ALONG SAID HIGH WATER LINE, REFERRED TO AS THE WESTERLY SIDE OF THE LONDON BRIDGE CHANNEL AS SHOWN ON RS 11/42, A DISTANCE OF 251.41 FEET,

THENCE S16°26'49"W, CONTINUING ALONG SAID WESTERLY SIDE OF THE CHANNEL A DISTANCE OF 64.97 FEET,

THENCE N77°30'10"W FROM THE SAID WESTERLY SIDE OF THE CHANNEL A DISTANCE OF 379.14 FEET MORE OR LESS,

THENCE N63°58'54"W A DISTANCE OF 307.70 FEET,

THENCE N48°40'28"W A DISTANCE OF 772.33 FEET,

THENCE N41°13'02"W A DISTANCE OF 464.61 FEET, TO THE EASTERLY R.O.W. LINE OF McCULLOCH BLVD. (200 FEET WIDE)

THENCE N24°39'47"E ALONG SAID R.O.W. A DISTANCE OF 470.75 FEET, TO THE POINT OF BEGINNING.

CONTAINING 18.40 ACRES MORE OR LESS.

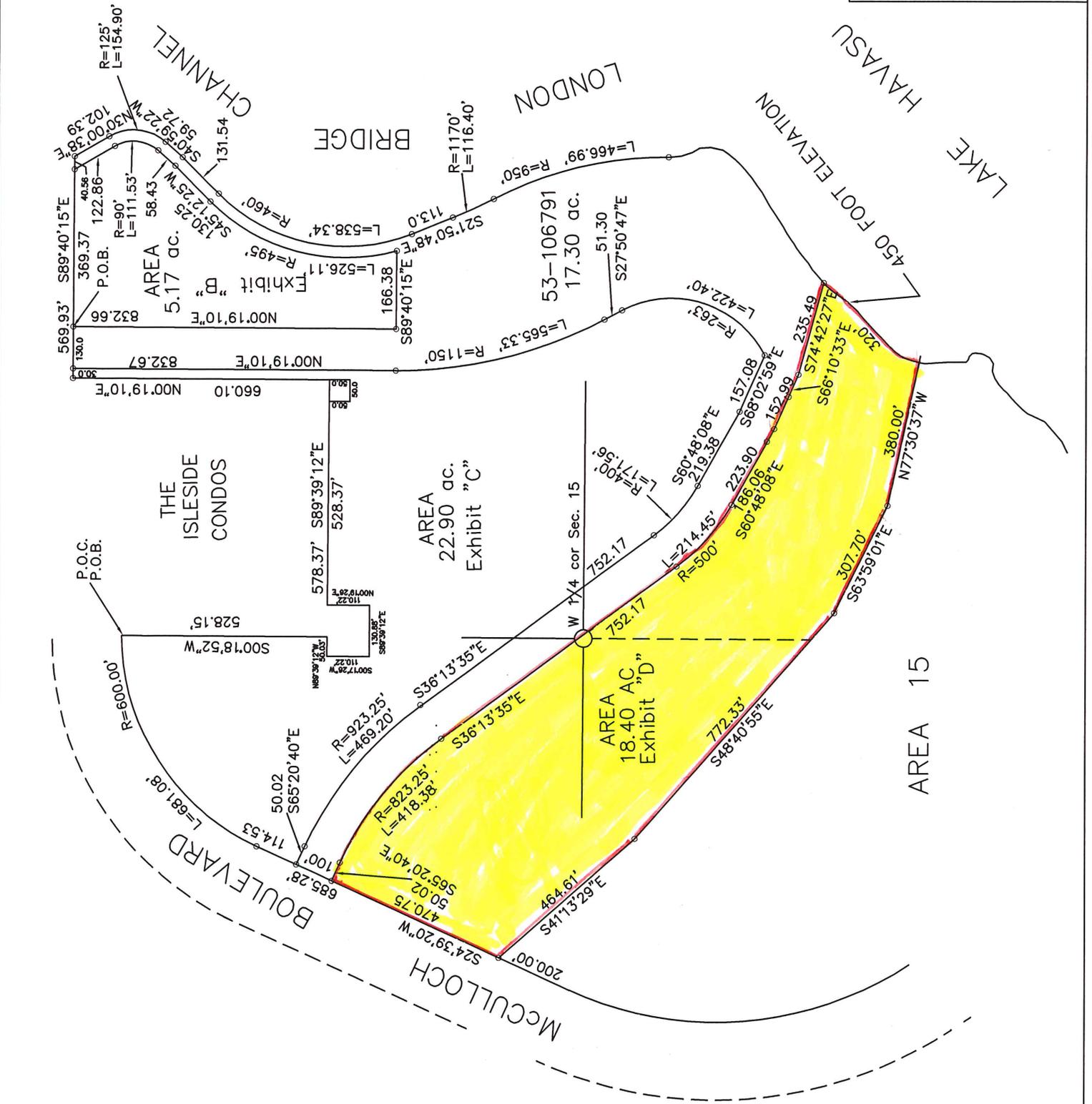
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T 13N, R 20W
 SEC 15, 16, 21, 22
 SURFACE



EXHIBIT
 D

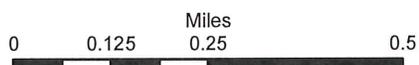
ARIZONA STATE
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The Arizona State Land Department makes NO WARRANTIES, implied or expressed, with respect to information shown on these maps.

Exhibit D - Island Inn Parcel



**Arizona State
Land Department**
1616 W Adams Street Phoenix, AZ 85007

The Arizona State Land Department makes no warranties, implied or expressed, with respect to the information shown on this map.

Map produced by the Arizona State Land Department | Sep. 16, 2016

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Angela Calabrese