

WHEN RECORDED, RETURN TO:

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this “Agreement”) is made and entered into as of _____, 2017, by and between LAKE HAVASU CITY, an Arizona municipal corporation (“City”), and VRE ENGLISH VILLAGE, LLC, a Missouri limited liability company (“VRE”).

RECITALS

A. VRE is the owner of certain real property more particularly described on Exhibit “A” attached hereto (the “VRE Property”).

B. VRE desires to grant to City, and City desires to receive from VRE, a non-exclusive easement on, over and across portions of the VRE Property for vehicular and pedestrian ingress and egress, all as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.** VRE hereby grants to City, for the benefit and use of City and its tenants, agents, servants, employees, contractors, visitors, invitees, successors and assigns (collectively, “Permittees”), a non-exclusive easement (the “Access Easement”) for the purpose of pedestrian ingress and egress on, over, and across that portion of the VRE Property comprising the initial fifteen feet (15’) of the VRE Property located immediately adjacent to the Lake Havasu Bridgewater Channel seawall in its current or future configurations, as more particularly depicted on Exhibit “B” attached hereto (the “Access Easement Area”), and for the additional purpose of providing City and its agents, servants, employees, contractors, successors and assigns vehicular ingress and egress solely for emergency access, refuse removal, and to construct, maintain and

replace the bollards and chains within the Access Easement Area as more particularly set forth herein, but expressly excluding vehicular ingress and egress by all other Permittees. The Access Easement does not include parking rights and the Access Easement Area shall not be used for parking.

This Access Easement is subject to all existing rights and encumbrances, including easements, leases and licenses to which the Access Easement Area is subject. VRE expressly reserves the right to (i) construct and locate, either temporarily or permanently, any improvements within the Access Easement Area, including without limitation, boat rental kiosks and any other retail kiosks, so long as such improvements are in compliance with applicable zoning approvals and do not prevent or unreasonably and materially disrupt the free flow of traffic within the Access Easement Area; and (ii) relocate the Access Easement Area in the event the Lake Havasu Bridgewater Channel seawall is reconfigured in the future.

2. Construction, Maintenance and Operation of Improvements.

(a) City covenants and agrees to replace all existing canon and ball bollards and chains currently located within or adjoining the Access Easement Area with new bollards and chains. City shall thereafter be responsible for (i) maintaining and repairing all bollards and chains within or adjoining the Access Easement Area, and (ii) reconstructing and replacing all paved portions of the Access Easement Area damaged by such construction, repair, or maintenance using pavers of a similar style and quality as the existing pavers.

(b) VRE shall be responsible for the day-to-day maintenance of the Access Easement Area, including removing all mud, obstacles, and debris from the Access Easement Area. VRE shall be responsible to replace the two existing light standards and lights currently located within the Access Easement Area with new light standards and lights, and for maintaining and repairing the light standards and lights within the Access Easement Area.

(c) If either party fails to fulfill its construction, maintenance, repair or replacement obligations under this Agreement, the other party shall have the right to enter on the applicable portion of the Access Easement Area to perform such obligations on behalf of the defaulting party. The party performing such obligations on behalf of the defaulting party shall be entitled to reimbursement by the defaulting party, upon written demand, for the reasonable costs of such work together with 10% interest per annum of all amounts due and owing from a date commencing 10 days after written demand until paid.

3. Indemnification. City shall indemnify, defend and hold VRE and its officers, officials, employees, agents and volunteers harmless from and against any claims, expenses, liabilities, deductibles, losses, damages and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, related to, arising from, due to or as a result of (a) the death of any person or any accident, injury, loss or damage, however caused, to any person or property, or any other type of claim or loss, arising from or in connection with the City's exercise of, or use of, the Access Easement granted herein (except

claims resulting from the gross negligence or willful misconduct of VRE, or any user of the VRE Property, or any of the agents, servants or employees of VRE, as applicable), wherever the same may occur, or (b) mechanics liens which arise from work performed by, or on behalf of, City.

4. **Mechanic's Liens.** In the event any mechanic's lien is filed against the VRE Property as a result of the activities or services performed or materials furnished by or for the benefit of City, then City shall cause such lien to be discharged within thirty (30) business days after receiving notice thereof either by paying the indebtedness which gave rise to such lien, or by posting bond or other security as shall be required by law to obtain such release and discharge.

5. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. All prior and contemporaneous agreements, representations, and understandings, whether oral or written, regarding the subject matter of this Agreement are superseded by this Agreement.

6. **Attorney Fees.** In the event of any controversy, claim, or dispute relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees and costs incurred by the prevailing party.

7. **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be gift or dedication of any portion of the Easement Area, and this Agreement shall be strictly limited to and for the purposes expressed herein.

9. **Conflict of Interest.** Pursuant to Arizona law, rules and regulations, no member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. § 38-511.

10. **Amendment.** This Agreement may be amended, modified, terminated or cancelled, in whole or in part, only by a written instrument signed by City and VRE and recorded in the records of the County Recorder of Mohave County, Arizona.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of VRE and its successors and assigns and every person or entity who becomes an owner of all or any portion of the Easement Area. The grantee of real property benefited or burdened by this Agreement shall, by acceptance of a deed conveying title thereto, accept such deed upon and subject to the easements or covenants contained in this Agreement. By such acceptance, each such grantee shall for itself and its successors and assigns, covenant, consent and agree with all other parties hereto, to keep, observe, comply with and to fully and timely perform the obligations and agreements set forth in this Agreement.

13. **Captions.** The headings or captions in this Agreement are for convenience and reference only and do not control or affect the meaning or construction of any of the provisions hereof.

14. **Enforcement.** In the event of any breach of this Agreement, any non-breaching party may exercise any right or remedy available to such party at law or in equity. The waiver of, or failure to enforce, any breach or violation of any of the covenants, easements or conditions contained in this Agreement shall not be deemed to be a waiver of the right to enforce, or to be deemed an abandonment of any particular covenant, easement or condition, nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such covenant, easement or condition, regardless of whether any person affected thereby had knowledge of the breach or violation.

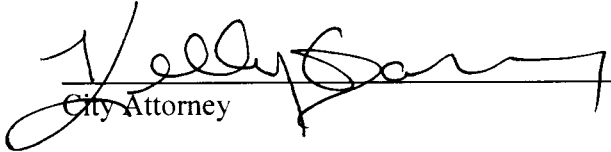
15. **Time of the Essence.** Time is of the essence with respect to the performance of each provision of and obligation under this Agreement.

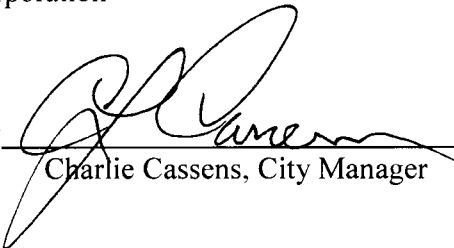
16. **Injunctive Relief.** In the event of any violation or threatened violation of this Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

IN WITNESS WHEREOF, City and VRE have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

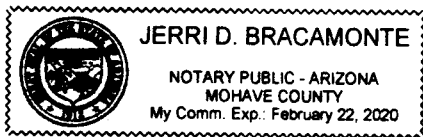
LAKE HAVASU CITY, an Arizona municipal corporation

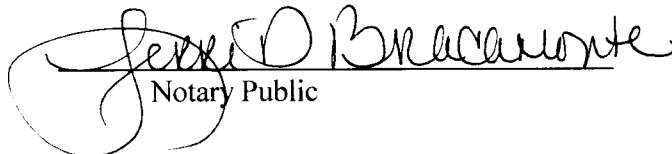

City Attorney

By 
Charlie Cassens, City Manager

STATE OF ARIZONA)
)
COUNTY OF MOHAVE) ss

The foregoing instrument was acknowledged before me this 7th day of March, 2017, by Charlie Cassens, the City Manager of Lake Havasu City.




Notary Public

My Commission Expires:

Feb. 22, 2020

VRE ENGLISH VILLAGE, LLC, a Missouri
limited liability company

By: OCALA FIRST CORPORATION, INC, a
Florida corporation, Manager

By: William J. Snyders
Its: Vice President

STATE OF Missouri)
)
COUNTY OF St. Louis) SS

The foregoing instrument was acknowledged before me this 7th day of March, 2017 by William Snyders Vice President of OCALA FIRST CORPORATION, INC, a Florida corporation, Manager of VRE ENGLISH VILLAGE LLC, a Missouri limited liability company, on behalf of the company.

Nancy M Ahrens
Notary Public

My Commission Expires:

11/12/2020

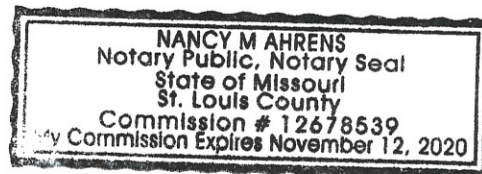


EXHIBIT A

"VRE Property"

Parcel No. 1: (Village Property 107-10-093 and 062)

That portion of Sections 10 and 15, Township 13 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 10, said corner being common to Sections 9, 15 and 16, Township 13 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

THENCE South 62 degrees 32 minutes 42 seconds East, a distance of 1107.72 feet to the TRUE POINT OF BEGINNING, said point being on the Northerly side of the London Bridge Channel, said point also being on a non-tangent curve, concave to the Northeast having a radius of 215.00 feet, a radial line of said curve at said point bears North 16 degrees 42 minutes 08 seconds East;

THENCE North 02 degrees 16 minutes 52 seconds West, a distance of 328.28 feet (Record North 02 degrees 16 minutes 37 seconds West a distance of 328.28 feet) to a point on the Southerly right-of-way line of Crystal Avenue/Mesquite Avenue Extension recorded in Book 85 of Official Records, pages 582-586, recorded on January 22, 1973, Mohave County, Arizona, said point also being on a non-tangent curve, concave to the North having a radius of 285.00 feet, a radial line of said curve at said point bears North 02 degrees 16 minutes 37 seconds West;

THENCE Easterly and Northeasterly along said curve through a central angle of 39 degrees 32 minutes 04 seconds, an arc distance of 196.65 feet;

THENCE North 48 degrees 11 minutes 19 seconds East, a distance of 404.49 feet to a point on the Westerly right-of-way of Arizona State Highway 95;

THENCE leaving said right-of-way of Mesquite Avenue Extension, Southeasterly along said right-of-way of Arizona State Highway 95, South 41 degrees 48 minutes 41 seconds East, a distance of 520.00 feet to a point on the Northwesterly easement line of McCulloch Boulevard as recorded in Book 473 of Official Records, page 763-766, on June 28, 1978, Mohave County, Arizona;

THENCE Southwesterly along said easement for roadway purposes, South 48 degrees 11 minutes 19 seconds West, a distance of 376.62 feet;

THENCE South 41 degrees 48 minutes 41 seconds East, a distance of 84.00 feet to a point on the Southeasterly easement line of said easement for roadway purposes;

THENCE South 48 degrees 11 minutes 19 seconds West, a distance of 185.99 feet to a point on the Northeasterly side of the London Bridge Channel;

THENCE Northwesterly along said London Bridge Channel North 41 degrees 48 minutes 41 seconds West, a distance of 84.00 feet to the beginning of a curve, concave to the Southwest having a radius of 125.00 feet;

THENCE Northwesterly along said curve through a central angle of 25 degrees 26 minutes 19 seconds, an arc distance of 55.50 feet;

EXHIBIT A

(Continued)

THENCE North 67 degrees 15 minutes 00 seconds West, a distance of 123.00 feet to the beginning of a curve, concave to the South having a radius of 200.00 feet;

THENCE Westerly along said curve through a central angle of 36 degrees 16 minutes 31 seconds an arc distance of 126.62 feet to the beginning of a reverse curve concave to the Northeast having a radius of 215.00 feet;

THENCE Northwesterly along said curve through a central angle of 30 degrees 13 minutes 39 seconds an arc distance of 113.43 feet to the TRUE POINT OF BEGINNING.

EXCEPT the structure known as the "London Bridge", including its structural components, stone facing, roadway and pedestrian ways over and across said structure and all other components of the London Bridge as conveyed to Lake Havasu City by Quit Claim Deed recorded in Book 600 of Official Records, page 773, Mohave County, Arizona;

EXCEPT all oil, gas, coal and minerals below a depth of 500 feet from the surface as reserved in Deeds recorded in Book 79 of Deeds, page 461 and in Book 156 of Deeds, page 423, records of Mohave County, Arizona; (The West half of the Northeast quarter of the Northwest quarter of Section 15);

EXCEPT all oil, gas, Coal and minerals below a depth of 500 feet from the surface as reserved in Deeds recorded in Book 157 of Deeds, page 37 and in Book 156 of Deeds, page 199, records of Mohave County, Arizona (portion lying within Section 10);

EXCEPT therefrom that 1.00 acre parcel recorded in Book 36 of Official Records, pages 359-361, Mohave County, Arizona recorded on January 23, 1972, more particularly described as follows:

A portion of Section 15, Township 13 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the centerline intersection of Swanson Avenue, a distance of 70.00 feet wide as shown on map of Tract 2200 Lake Havasu City, Reception No. 22277 recorded on March 07, 1967, in the office of the County Recorder, Mohave County, Arizona;

THENCE Northwesterly along said centerline of Lake Havasu Avenue and its Northwesterly prolongation North 41 degrees 48 minutes 41 seconds West, a distance of 597.00 feet to the centerline intersection of McCulloch Boulevard, a distance of 84.00 feet wide;

THENCE along said centerline of McCulloch Boulevard, South 48 degrees 11 minutes 19 seconds West, a distance of 888.87 feet;

THENCE leaving said centerline of McCulloch Boulevard North 41 degrees 48 minutes 41 seconds West, a distance of 205.00 feet;

THENCE North 17 degrees 17 minutes 55 seconds West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

THENCE North 03 degrees 10 minutes 25 seconds East, a distance of 96.57 feet (Record North 03 degrees 11 minutes 19 seconds East, a distance of 96.53 feet);

EXHIBIT A

(Continued)

THENCE North 86 degrees 49 minutes 35 seconds West (Record North 86 degrees 48 minutes 41 seconds West), a distance of 150.00 feet;

THENCE South 03 degrees 10 minutes 25 seconds West, a distance of 284.28 feet (Record South 03 degrees 11 minutes 19 seconds West, a distance of 284.16 feet);

THENCE South 67 degrees 10 minutes 19 seconds East, a distance of 59.15 feet (Record South 67 degrees 15 minutes 00 seconds East, a distance of 59.24 feet);

THENCE South 86 degrees 51 minutes 10 seconds East, a distance of 94.30 feet (Record South 86 degrees 48 minutes 41 seconds East, a distance of 94.18 feet);

THENCE North 03 degrees 10 minutes 25 seconds East, a distance of 132.59 feet (Record North 03 degrees 11 minutes 19 seconds East, a distance of 132.53 feet) to the beginning of a curve concave to the Southeast and having a radius of 40.00 feet;

THENCE Northeasterly along the arc of said curve through a central angle of 139 degrees 01 minute 32 seconds an arc distance of 97.06 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2: (Pub Property - 107-10-039)

A portion of Section 15, Township 13 North, Range 20 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the centerline intersection of Swanson Avenue, a distance of 70.00 feet wide as shown on Map of Tract 2200 Lake Havasu City, Reception No. 22277 recorded on March 07, 1967, in the office of the County Recorder, Mohave County, Arizona;

THENCE Northwesterly along said centerline of Lake Havasu Avenue and its Northwesterly prolongation North 41 degrees 48 minutes 41 seconds West, a distance of 597.00 feet to the center line intersection of McCulloch Boulevard, a distance of 84.00 feet wide;

THENCE along said centerline of McCulloch Boulevard, South 48 degrees 11 minutes 19 seconds West, a distance of 838.87 feet;

THENCE leaving said center line of McCulloch Boulevard North 41 degrees 48 minutes 41 seconds West, a distance of 205.00 feet;

THENCE North 17 degrees 17 minutes 55 seconds West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

THENCE North 03 degrees 11 minutes 19 seconds East, a distance of 96.53 feet;

THENCE North 86 degrees 48 minutes 41 seconds West a distance of 150.00 feet;

THENCE South 03 degrees 11 minutes 19 seconds West, a distance of 248.16 feet;

THENCE South 67 degrees 15 minutes 00 seconds East, a distance of 59.24 feet;

EXHIBIT A

(Continued)

THENCE South 86 degrees 48 minutes 41 seconds East, a distance of 94.18 feet;

THENCE North 03 degrees 11 minutes 19 seconds East, a distance of 132.53 feet to the beginning of a curve concave to the Southwest and having a radius of 40.00 feet;

THENCE Northeasterly along the arc of said curve through a central angle of 139 degrees 01 minutes 32 seconds an arc distance of 97.06 feet to the TRUE POINT OF BEGINNING.

EXCEPT all oil, gas, coal, and minerals below a depth of 500 feet from the surface, as reserved in Deed recorded in Book 79 of Deeds, page 461 and Book 156 of Deeds, page 423, records of Mohave County, Arizona.

ARIZONA STATE HIGHWAY 95

EXHIBIT B
Depiction of Access Easement Area

LONDON BRIDGE ROAD

McCULLOCH BOULEVARD

PUBLIC ACCESS
15'
EASEMENT

BRIDGEWATER
CHANNEL
SEAWALL



PROJ.NO.:	1646
DATE:	MAR.7, 2017
SCALE:	1"=100'
DRAWN BY:	JD
CHECKED BY:	JD

SWC LONDON BRIDGE RD & HWY 95 LAKE HAVASU CITY, AZ
15 FT. PUBLIC ACCESS EASEMENT EXHIBIT


HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436