

When Recorded Return to:
City Clerk, City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

Exempt under A.R.S. § 11-1134(A)(2)

VEHICULAR NON-ACCESS EASEMENT AGREEMENT

This Vehicular Non-Access Easement Agreement (this "Easement Agreement") is made this ____ day of _____, 20____, by and between BODE HOLDINGS LLC, an Arizona limited liability company ("Grantor") and the CITY OF EL MIRAGE, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor has a real property interest in or is the owner of that certain property located in the City of El Mirage, Arizona, consisting of approximately 2.76 acres, legally known as Assessor's Parcel Number 501-45-923 (the "Grantor Property").
- B. Grantor wishes to grant to the Grantee a non-exclusive easement (the "Easement") solely for vehicular non-access across the portion of the south property line of the Grantor Property as shown on attached Exhibits "A", "B", "C", and "D" (the "Easement Area").

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement over, on and across the portion of the Grantor Property constituting the Easement Area, as described and depicted in Exhibits "A", "B", "C", and "D" hereto for the sole purpose of providing vehicular non-access. Grantor reserves all rights to use the Easement Area in any matter that does not materially interfere with such easement grant to the Grantee.
- 2. Use of Easement Area. No structures shall be constructed, erected, or placed within the limits of the Easement Area that would materially impair the intended use of the Easement Area as a vehicular non-access area. No vehicular ingress, egress, access, or passage across, over, or through the Easement Area shall be permitted. Notwithstanding the foregoing, Grantor hereby reserves the right to impose reasonable limitations on any public use or access to the Easement Area for purposes of safety, security, operational considerations, and overall compatibility with the Grantor Property; to help ensure consistency of such use(s) with applicable federal, state, and local laws and regulations; for consistency with applicable provisions of any covenants, conditions, and restrictions

recorded against the Grantor Property; and to help ensure compatibility with other use(s) on the Grantor Property.

3. Maintenance. Grantor agrees that the Grantee has no maintenance responsibilities for the Easement granted herein. All maintenance shall be the responsibility of the owner of the land over which the Easement is located.
4. General Provisions. The following provisions shall apply to this Easement:
 - a. The obligations which are imposed by this Easement shall also be considered to be covenants running with the land, and all of the terms and conditions which are contained and expressed in this Easement shall bind and inure to the successors and assigns of the respective parties hereto.
 - b. This Easement will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Arizona.
 - c. No provision contained in this Easement shall be construed as creating a relationship of principal and agent, or partnership or joint venture.
 - d. This Easement may not be amended, altered or revised except by a written instrument signed by the then-current owner(s) of the Easement, and the Grantee, and such amendment shall be recorded in the Recorder's Office of Maricopa County.
 - e. The captions which are used in this Easement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Easement. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
 - f. In the event that any party shall institute an action or proceeding against any other party hereto to enforce, interpret, or seek damages for breach of any of the terms, provisions, or conditions of this Easement Agreement, then the prevailing party in any such action or proceeding shall be entitled to recover from the other party reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of any such action or proceeding.
 - g. Any notice which one party wishes or is required to give to the other party will be regarded as effective if such notice is in writing and either delivered (i) personally to such party or (ii) by certified or registered mail, return receipt requested and postage prepaid, or (iii) overnight courier, correctly addressed as set forth below. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery.

City: City of El Mirage
 10000 N El Mirage Road
 El Mirage, AZ 85335

Attn: City Manager

Owner: Bode Holdings LLC
3828 N 35th Avenue
Phoenix, AZ 85017

Any party may file written notice of change of address with the other parties.

5. Non-use and Abandonment. Upon Grantee's abandonment of the Easement, or portion thereof, all right, title, and interest of Grantee in the Easement Area not used for the purposes described above shall revert to Grantor, upon Grantor's request. Non-use of the Easement, or portion thereof, for a continuous period of two (2) years or more shall be conclusive evidence of the abandonment thereof, and Grantee will, on demand, execute, acknowledge, and deliver unto Grantor a good and sufficient deed quitclaiming to Grantor all said right of way and Easement or such portion thereof as may be abandoned.
6. Grantee Indemnity of Grantor. Grantee hereby agrees to indemnify Grantor against and hold it harmless from any and all loss, damage, liability for damages, costs and expenses, whether for damage to or loss of property, or injury to or death of persons, which shall in any way arise out of or be connected with the rights hereby granted, unless such damage, loss, injury or death shall be caused by the sole or active negligence or willful misconduct of Grantor.
7. No Dedication to the Public. Nothing contained herein shall be deemed to constitute any gift or dedication to the public or for public use, any portion of the Easement Areas or the Grantor's adjacent property, it being the intention and understanding of the parties that this Easement Agreement be strictly limited to and for the purposes herein expressed and is solely for the benefit of the parties

IN WITNESS TO THIS EASEMENT, the parties have caused this Easement to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

CAUTION: The above described easement may contain underground facilities, the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et seq. (Arizona Blue Stake Law) *prior to* excavation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Mayor and Council of El Mirage, Arizona, by its Mayor and its Clerk, duly authorized, have affixed hereunto their hand and caused its official seal to be affixed on this _____ day of _____, 20__.

CITY OF EL MIRAGE, an Arizona municipal corporation

Alexis A. Hermosillo, Mayor

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing Vehicular Non-Access Easement was acknowledged before me this _____ day of _____, 20__, before me by Alexis A. Hermosillo, Mayor of the City of El Mirage, an Arizona municipal corporation, and being authorized to do so, executed the foregoing instrument on behalf of the City for the purposes therein stated.

Notary Public

My Commission Expires: _____

ATTEST:

Jill Boltz, City Clerk

Dated: _____

Approval as to Form

By: _____
Justin Pierce, City Attorney

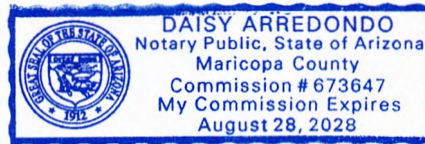
[SIGNATURES CONTINUE ON NEXT PAGE]

GRANTOR:

BODE HOLDINGS LLC,
an Arizona limited liability company

By: Michael R Bode
Its: Trustee

State of Arizona)
)ss
County of Maricopa)



The foregoing Vehicular Non-Access Easement was acknowledged before me this 19 day of August, 2026, by Michael R Bode, the Trustee of Bode Holdings LLC, an Arizona limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Bode Holdings LLC, an Arizona limited liability company.

Daisy Arredondo
Notary Public

My Commission Expires: August 28, 2028

EXHIBIT A

Legal Description

West Vehicular Non-Access Easement

[Attached]

EXHIBIT "A"

DESCRIPTION OF 1' VEHICULAR NON-ACCESS EASEMENT

A PORTION OF LOT 2, OF THE FINAL PLAT FOR "NORTHEAST CORNER OF OLIVE AVENUE AND EL MIRAGE ROAD", ACCORDING TO BOOK 987 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST 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 IN HANDHOLE STAMPED "36171" (0.50' DOWN) MARKING THE SOUTHWEST CORNER OF SECTION 25 FROM WHICH A 3-INCH MARICOPA COUNTY BRASS CAP FLUSH STAMPED "2007 RLS 621" MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST 2645.29 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST 240.02 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 2;

THENCE NORTH 00 DEGREES 02 MINUTES 10 SECONDS WEST 65.00 FEET ALONG SAID SOUTHERLY PROLONGATION TO A HALF-INCH REBAR WITH ORANGE PLASTIC CAP STAMPED "LS 45763" MARKING THE SOUTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING;

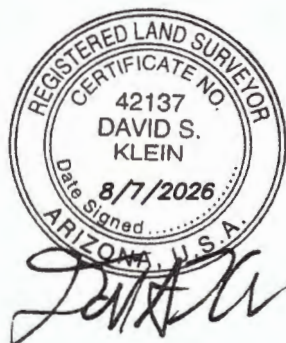
THENCE NORTH 00 DEGREES 02 MINUTES 10 SECONDS WEST 1.00 FEET ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 1.00 FOOT OF SAID LOT 2;

THENCE SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST 111.85 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 00 DEGREES 37 MINUTES 58 SECONDS WEST 1.00 FEET TO THE SOUTH LINE OF SAID LOT 2;

THENCE NORTH 89 DEGREES 22 MINUTES 02 SECONDS WEST 111.84 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

COMPRISING 112 SQUARE FEET MORE OR LESS.



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: 8/7/2026

JOB NO.: 202607095-EX1

EXHIBIT B

Easement Area

West Vehicular Non-Access Easement

[Attached]

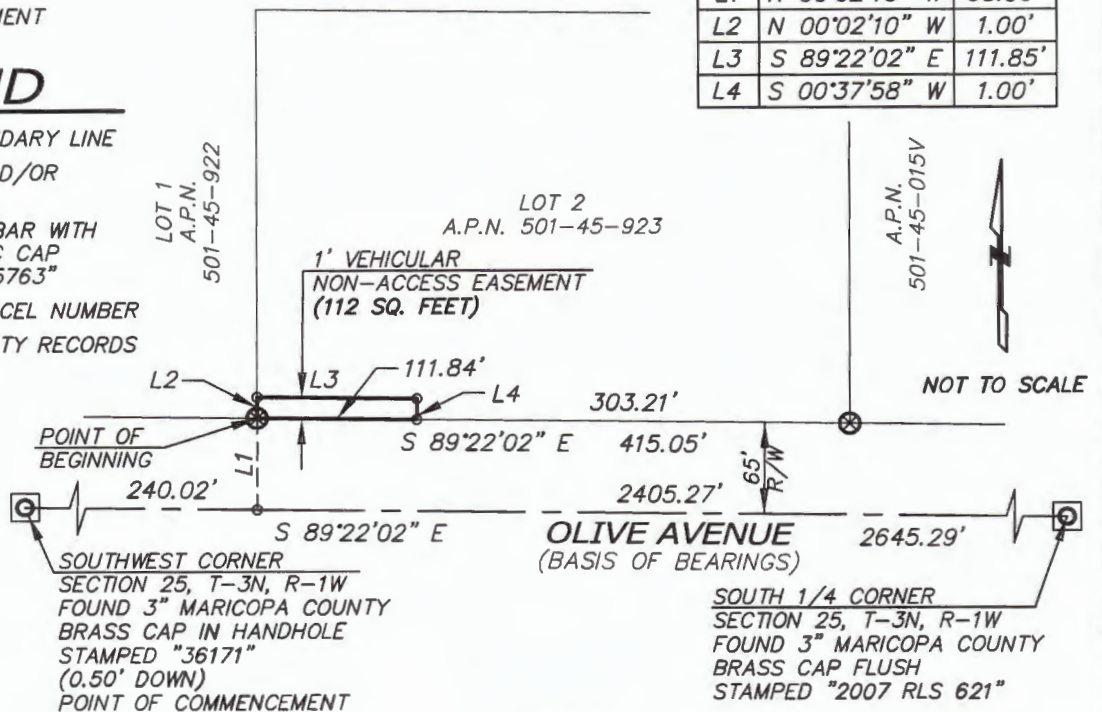
EXHIBIT "B"

DEPICTION OF
1' VEHICULAR
NON-ACCESS EASEMENT

LEGEND

- EASEMENT BOUNDARY LINE
--- CENTER LINE AND/OR MONUMENT LINE
⊗ FOUND 1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "LS 45763"
A.P.N. ASSESSORS PARCEL NUMBER
M.C.R. MARICOPA COUNTY RECORDS
R/W RIGHT OF WAY
BK. BOOK
PG. PAGE

LINE TABLE		
LINE	BEARING	DIST.
L1	N 00°02'10" W	65.00'
L2	N 00°02'10" W	1.00'
L3	S 89°22'02" E	111.85'
L4	S 00°37'58" W	1.00'



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www.superiorsurveying.com
info@superiorsurveying.com

DATE: 8/7/2026

JOB NO.: 202607095-EX1

EXHIBIT C

Legal Description

East Vehicular Non-Access Easement

[Attached]

EXHIBIT "C"

DESCRIPTION OF 1' VEHICULAR NON-ACCESS EASEMENT

A PORTION OF LOT 2, OF THE FINAL PLAT FOR "NORTHEAST CORNER OF OLIVE AVENUE AND EL MIRAGE ROAD", ACCORDING TO BOOK 987 OF MAPS, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST 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 IN HANDHOLE STAMPED "36171" (0.50' DOWN) MARKING THE SOUTHWEST CORNER OF SECTION 25 FROM WHICH A 3-INCH MARICOPA COUNTY BRASS CAP FLUSH STAMPED "2007 RLS 621" MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST 2645.29 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST 240.02 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 2;

THENCE NORTH 00 DEGREES 02 MINUTES 10 SECONDS WEST 65.00 FEET ALONG SAID SOUTHERLY PROLONGATION TO A HALF-INCH REBAR WITH ORANGE PLASTIC CAP STAMPED "LS 45763" MARKING THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST 142.34 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 37 MINUTES 58 SECONDS EAST 1.00 FEET TO THE NORTH LINE OF THE SOUTH 1.00 FOOT OF SAID LOT 2;

THENCE SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST 272.70 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF SAID LOT 2;

THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 1.00 FEET ALONG SAID EAST LINE TO A HALF-INCH REBAR WITH ORANGE PLASTIC CAP STAMPED "LS 45763" MARKING THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE NORTH 89 DEGREES 22 MINUTES 02 SECONDS WEST 272.71 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

COMPRISING 273 SQUARE FEET MORE OR LESS.



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DATE: 8/7/2026

JOB NO.: 202607095-EX2

EXHIBIT D

Easement Area

East Vehicular Non-Access Easement

[Attached]

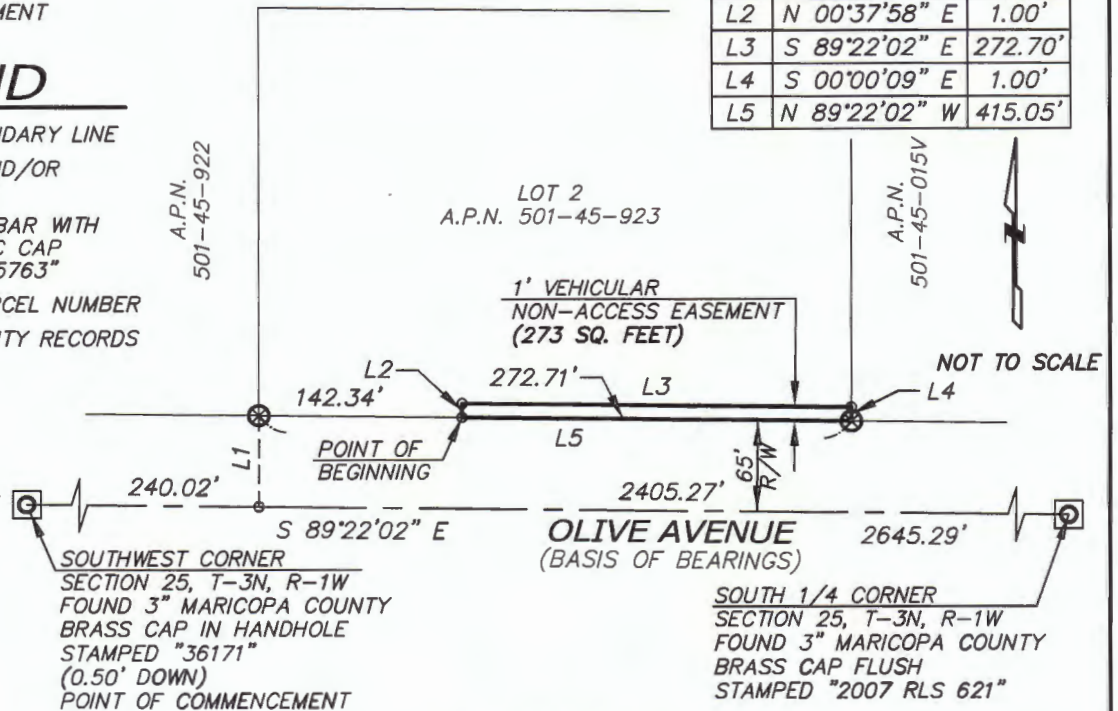
EXHIBIT "D"

DEPICTION OF
1' VEHICULAR
NON-ACCESS EASEMENT

LEGEND

- EASEMENT BOUNDARY LINE
--- CENTER LINE AND/OR MONUMENT LINE
⊗ FOUND 1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "LS 45763"
A.P.N. ASSESSORS PARCEL NUMBER
M.C.R. MARICOPA COUNTY RECORDS
R/W RIGHT OF WAY
BK. BOOK
PG. PAGE

LINE TABLE		
LINE	BEARING	DIST.
L1	N 00°02'10" W	65.00'
L2	N 00°37'58" E	1.00'
L3	S 89°22'02" E	272.70'
L4	S 00°00'09" E	1.00'
L5	N 89°22'02" W	415.05'



SUPERIOR
SURVEYING SERVICES, INC.

DATE: 8/7/2026

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JOB NO.: 202607095-EX2