

Narrative regarding Ken Miller and access to his properties through the Arroyos.

Ken Miller ("MILLER") owns properties adjacent to The Arroyos Preserve ("PRESERVE") in La Paz Valley, Arizona.

MILLER has no legal access to his properties and has been using BLM trails for approximately 30-yrs for his ingress and egress.

Miller's only solution is to apply to BLM for a R/W easement over BLM land, an effort, according to BLM Field Office in Yuma, that would likely be successful. From experience, and based on the recent conversations with BLM Field Office personnel, the application process involves substantial effort and expense, taking more than 1+ years to complete.

The PRESERVE shares a road easement for ingress/egress with MILLER, but that easement is internal, between the properties, and is not accessible by MILLER without traveling over private property belonging to the PRESERVE.

The PRESERVE obtained its legal access and dedicated R/W across BLM land by successfully completing the required BLM application process approximately 10-years ago.

The PRESERVE encourages MILLER to apply for legal access to his properties by application to BLM for an easement.

The PRESERVE is willing to conditionally grant MILLER access to MILLER'S property over the Preserve's private property.

MILLER has agreed to pay the cost of preparing an agreement granting or leasing MILLER access to his properties over PRESERVE's private property.

Points of agreement for leasing access to MILLER that the PRESERVE would accept:

1. A path that is specifically defined over the PRESERVE's private property.
2. Traveling into other parts of PRESERVE property wouldn't be allowed.
3. Definite term for expiration of lease not to exceed 10-yrs.
4. Lease payment of \$200 /year for the first 5-years, then annual increases of FIFTY Percent /year thereafter.
5. Lease terminates immediately if MILLER transfers title to his property.
6. Lease terminates immediately if MILLER uses his land for any commercial purpose.
7. Lease terminates immediately if MILLER splits or subdivides his property.
8. Lease terminates immediately if MILLER uses the access for any purposes that would cause an increase in traffic over the PRESERVE's private property.
9. The agreement can be cancelled at any time by either party without notice, in which event any unused lease payment would be returned to MILLER.
10. MILLER executes and records a "Correction to Title" describing the rights-of-way as agreed to in the Memorandum of Agreement dated December 7, 2007.





Easement Road

No connecting  
road in BLM

Private Road  
Conditional Access  
to Miller & Watkins

County Road