

When Recorded Mail To:  
Town of Prescott Valley  
7501 E. Civic Circle  
Prescott Valley, AZ 86314

**TOWN OF PRESCOTT VALLEY  
WATER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to:

**BLUE ARIZONA LLC.  
(CULVER'S RESTAURANT)  
104 CARRIE LANE  
MANITOWOC, WI. 54220**

hereinafter referred to as GRANTOR, by the Town of Prescott Valley, a municipal corporation of Arizona, its successors and assigns, hereinafter referred to as GRANTEE, the receipt of which consideration is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove public utility improvements and facilities, together with the manhole structures, pipelines, conduits, poles together with the attendant customary uses, and all other necessary and appurtenant structures and facilities upon, along, over, under, across and through the land of the GRANTOR located in Yavapai County, Arizona, said land being more particularly described as follows:

**SEE EXHIBIT "A"**

together with the right of full and free ingress and egress for the purposes herein specified, and the right to authorize, permit and license public utility companies to use the easement jointly with the GRANTEE for their utility purposes.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its heirs, successors, and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its heirs, successors and assigns.

**Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)**

GRANTOR shall not erect, construct or permit to be erected or constructed, any building or other structure; shall not plant any trees; shall not drill any well; shall not install any fences; and shall not alter ground level by cuts or fills within the limits of said easement without the express written permission of the GRANTEE.

GRANTEE shall have the right to erect, maintain and use gates in all fences which now cross said easement and trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenience and safe exercise of the rights hereby granted.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 15 day of May, 2014

GRANTOR:

Dianne Mayra  
(Signature of Owner/Officer/Agent)

\_\_\_\_\_  
(Signature of Owner/Officer/Agent)

STATE OF Wisconsin )  
COUNTY OF Maritowoc ) §

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2014, by Dianne Mayra  
Member of Blue Arizona LLC  
(Title) (Name of Corporation/Company/LLC)

a(n) \_\_\_\_\_ Write in type: Corporation/Company/LLC  
(State or place of incorporation)

On behalf of said \_\_\_\_\_  
Write in type: Corporation/Company/LLC

[Signature]  
Notary Public

permanet  
My Commission Expires:

## LEGAL DESCRIPTION

All that portion of Parcel 2 as shown on the Record of Survey, recorded in Book 50 of Land Surveys, Page 4, Yavapai County Recorders Office, lying in a portion of Section 21, Township 14 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the most northerly corner of said Parcel 2 as shown on said Record of Survey, also being the most northerly corner of that certain parcel as described in Book 3958 of Official Records, Page 966 Yavapai County Recorders Office;

Thence South  $67^{\circ}37'13''$  West, along the northerly line of said parcel, also being the southerly right of way line of Copper Hills Drive, a distance of 32.14 feet;

Thence along a non-tangent curve, concave to the southwest, having a radius of 21.00 feet, a central angle of  $102^{\circ}01'59''$ , an arc length of 37.40 feet, a chord bearing South  $56^{\circ}46'57''$  East and a chord length of 32.65 feet;

Thence along a reverse-tangent curve, concave to the northeast, having a radius of 1045.00 feet, a central angle of  $12^{\circ}59'35''$ , an arc length of 236.98 feet, a chord bearing South  $12^{\circ}15'45''$  East and a chord length of 236.47 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said curve, concave to the northeast, having a radius of 1045.00 feet, a central angle of  $00^{\circ}16'27''$ , an arc length of 5.00 feet, a chord bearing South  $18^{\circ}53'46''$  East and a chord length of 5.00 feet;

Thence South  $71^{\circ}06'14''$  West, a distance of 4.00 feet;

Thence North  $18^{\circ}56'17''$  West, a distance of 5.00 feet;

Thence North  $71^{\circ}06'14''$  East, a distance of 4.00 feet to the TRUE POINT OF BEGINNING.

Containing 20.00 square feet, more or less.

JASON O'BRIEN, R.L.S.

01/02/14  
LE #912-01  
Parcel 2 Water Esmt.doc



EXPIRES 6/30/16

MAP TO ACCOMPANY  
LEGAL DESCRIPTION

