

**RESOLUTION NO. 2021-1180**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING ACCEPTANCE OF DEDICATION OF CERTAIN INTERESTS IN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND OTHER PUBLIC USES.**

**WHEREAS**, pursuant to Section 1.3 of that certain Infrastructure Reimbursement Agreement between the Town of Chino Valley (the "Town") and Barnett Jacobs Real Estate, LLC (the "Developer"), approved January 14, 2020 (the "Infrastructure Agreement"), the Developer was required to dedicate to the Town certain real property (referred to therein and herein as the "Dedication Parcel") for future right-of-way and utility purposes; and

**WHEREAS**, pursuant to Section 1.4 of the Infrastructure Agreement, the Developer was required to construct certain utility extensions and dedicate to the Town an easement related to the utility extensions (the "Easement"); and

**WHEREAS**, upon execution by the Developer of the (i) Special Warranty Deed, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, conveying the Dedication Parcel to the Town, and (ii) Utility Easement Agreement, in substantially the form attached hereto as Exhibit B, conveying the Easement to the Town, the Mayor and Council of the Town of Chino Valley (the "Town Council") desires to accept the Dedication Parcel and the Easement from the Developer.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the Town of Chino Valley, Yavapai County, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

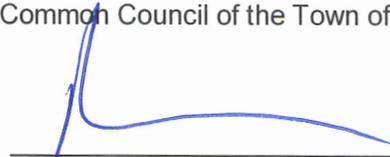
SECTION 2. Upon execution by the Developer of the Special Warranty Deed, in the form attached hereto as Exhibit A and incorporated herein by reference, the Dedication Parcel, comprising the real property described in the Special Warranty Deed attached hereto as Exhibit A, is hereby accepted.

SECTION 3. Upon execution by the Developer of the Utility Easement Agreement, in the form attached hereto as Exhibit B and incorporated herein by reference, the Easement, located as described and depicted in the Utility Easement Agreement attached hereto as Exhibit B, is hereby accepted.

SECTION 4. Upon Developer's execution of the Special Warranty Deed and the Utility Easement Agreement, the Town Manager is authorized and directed to execute such documents and to cause their recording in the Office of the Yavapai County Recorder.

SECTION 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

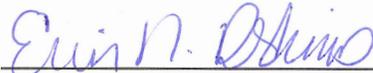
**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of March, 2021.



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Jack W. Miller, Mayor

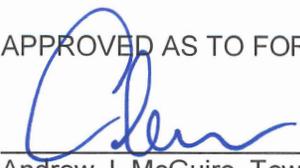
ATTEST:



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Erin N. Deskins, Town Clerk

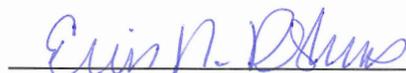
APPROVED AS TO FORM:



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Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2021-1180 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on March 9, 2021, and that quorum was present thereat and that the vote thereon was 7 ayes and 0 nays and 0 abstentions. 0 Council members were absent or excused.



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Erin N. Deskins, Town Clerk

EXHIBIT A  
TO  
RESOLUTION NO. 2021-1180

[Dedication Parcel Special Warranty Deed]

See following pages.

**WHEN RECORDED, RETURN TO:**

Town of Chino Valley  
c/o Andrew J. McGuire  
Gust Rosenfeld, PLC  
One East Washington Street  
Suite 1600  
Phoenix, Arizona 85004-2553

**SPECIAL WARRANTY DEED**

**THIS DEED IS EXEMPT FROM AFFIDAVIT PURSUANT TO A.R.S. § 11-1134(A)(3)**

For good and valuable consideration, **BARNETT JACOBS REAL ESTATE, LLC**, an Arizona limited liability company (“**Grantor**”), does hereby convey to the **TOWN OF CHINO VALLEY**, an Arizona municipal corporation (“**Grantee**”), 202 North State Route 89, Chino Valley, Arizona 86323, the following-described real property situated in Yavapai County, Arizona (the “**Property**”).

See **Exhibit A** attached hereto and incorporated herein by this reference.

To have and to hold unto the Grantee forever the Property free, clear and discharged of and from all matters whatsoever, except current taxes and other current assessments; patent reservations; all easements, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, restrictions and other matters which a physical inspection would reveal; and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and no other, subject to the matters above set forth.

**[SIGNATURE AND NOTARY PAGES FOLLOW]**



**[GRANTEE SIGNATURE AND NOTARY PAGE TO SPECIAL WARRANTY DEED]**

**TOWN OF CHINO VALLEY**, an Arizona  
municipal corporation

\_\_\_\_\_  
Cindy Blackmore, Town Manager

**ATTEST:**

\_\_\_\_\_  
Erin N. Deskins, Town Clerk

STATE OF ARIZONA        )  
  ) ss.  
County of Yavapai        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Cindy Blackmore, the Town Manager of the Town of Chino Valley, an Arizona municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

(Seal and Expiration Date)

**Exhibit A**

Legal Description and depiction  
See following pages.

**RIGHT-OF-WAY  
DEDICATION  
LEGAL DESCRIPTION**

That portion of the Southeast quarter of Section 15, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Commencing at the South quarter corner of said Southeast quarter of Section 15, from which the Southeast corner of said Section 15 bears North 89 degrees 49 minutes 00 seconds East, a distance of 2638.56 feet;

Thence North 00 degrees 17 minutes 09 seconds West along the North-South mid-section line, a distance of 25.00 feet the **TRUE POINT OF BEGINNING**;

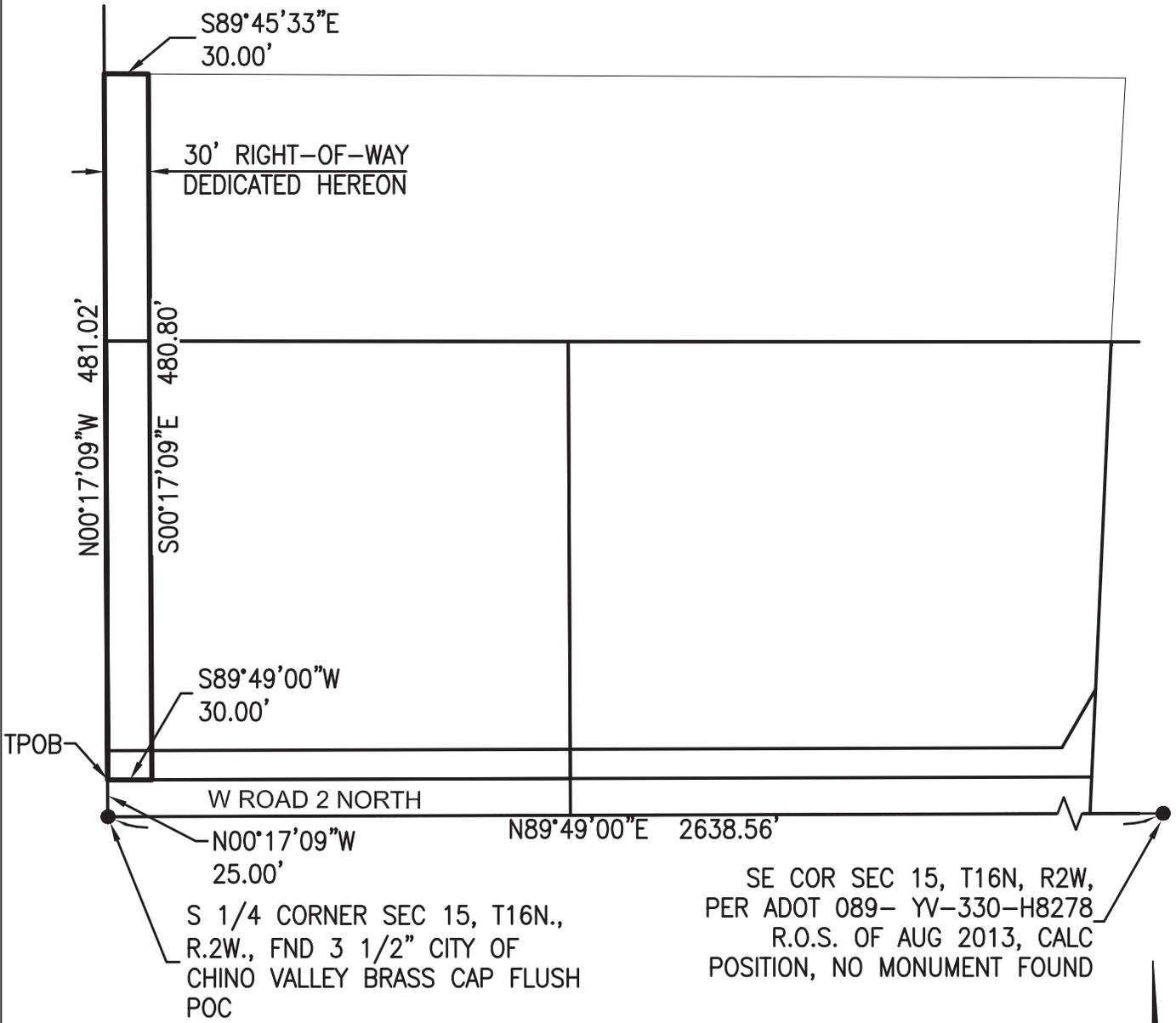
Thence continuing along said North-South mid-section line North 00 degrees 17 minutes 09 seconds West, a distance of 481.02 feet;

Thence South 89 degrees 45 minutes 33 seconds East, a distance of 30.00 feet;

Thence along a line parallel with and 30.00 feet East of said the North-South mid-section line, South 00 degrees 17 minutes 09 seconds East, a distance of 480.80 feet;

Thence along a line parallel with and 25.00 feet North of the East-West mid-section line, a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 14,427 square feet, or, 0.331 acres of land, more or less.



*Michael J. Thompson*  
EXPIRES: 9-30-22



NO SCALE

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

<b>Helix Engineering, LLC</b> Engineering / Surveying / Consulting 3240 E Union Hills, Suite 113, Phoenix, AZ 85050 (ph) 602-788-2616, www.hxeng.com	30' RIGHT-OF-WAY DEDICATION		
	DRAWN BY: MJT	JANUARY 8, 2020	JOB No.: 383
CHECKED BY: MJT		SHEET 2 OF 2	

EXHIBIT B  
TO  
RESOLUTION NO. 2021-1180

[Utility Easement Agreement]

See following pages.

**WHEN RECORDED, RETURN TO:**

Town of Chino Valley  
c/o Andrew J. McGuire  
Gust Rosenfeld, PLC  
One East Washington Street  
Suite 1600  
Phoenix, Arizona 85004-2553

**UTILITY EASEMENT  
THIS EASEMENT IS EXEMPT FROM AFFIDAVIT PURSUANT TO A.R.S. § 11-1134(A)(2)**

**GRANTOR:**

Barnett Jacobs Real Estate, LLC,  
an Arizona limited liability company  
650 North 99<sup>th</sup> Avenue, Suite 108  
Avondale, Arizona 85323

**GRANTEE:**

Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR do hereby grant and convey to GRANTEE, its successors and assigns, a perpetual easement described herein for utility purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove delivery and/or distribution lines, and other utility facilities and telemetering and communications equipment in, on, over, under, across, above and through the real property situated within Yavapai County, Arizona, described in the attached **Exhibit A**.

The GRANTEE shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such utility facilities, including the right to increase or decrease the size of the lines, and all other rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, including the right of ingress and egress to and from said easement and pipeline over adjoining property of the GRANTOR, and the right to remove trees and fences and to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that the GRANTOR shall have full use of said easement except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses which interfere with the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, including without

limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the utility facilities and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair. GRANTEE shall indemnify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE'S use of the easement area. GRANTEE shall return the property to its prior condition after completing the construction, maintenance or other uses permitted under the foregoing easement.

This Utility Easement constitutes a perpetual covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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

**[SIGNATURE AND NOTARY PAGE FOLLOWS]**



**EXHIBIT A**

Legal Description and depiction  
See following pages.

**UTILITY EASEMENT  
LEGAL DESCRIPTION**

That portion of the Southeast quarter of Section 15, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Commencing at the South quarter corner of said Southeast quarter of Section 15, from which the Southeast corner of said Section 15 bears North 89 degrees 49 minutes 00 seconds East, a distance of 2638.56 feet;

Thence North 00 degrees 17 minutes 09 seconds West, a distance of 25.00 feet to an existing rebar on the North right of way line of Road 2 North;

Thence North 89 degrees 49 minutes 00 seconds East along said North right of way line of Road 2 North, a distance of 285.00 feet to the **TRUE POINT OF BEGINNING**;

Thence North 00 degrees 17 minutes 09 seconds West, along a line parallel with and 30.00 feet West of the East line of the land described in the Special Warranty Deed 2019-0031269 SWD, a distance of 327.79 feet;

Thence South 89 degrees 57 minutes 14 seconds East, along a line parallel with and 30.00 feet North of the North line of the land described in the Special Warranty Deed 2019-0031267 SWD, a distance of 208.60 feet;

Thence North 45 degrees 02 minutes 46 seconds East, a distance of 14.34 feet;

Thence North 00 degrees 02 minutes 46 seconds East, a distance of 4.45 feet;

Thence South 89 degrees 57 minutes 14 seconds East, a distance of 8.56 feet;

Thence North 00 degrees 02 minutes 46 seconds East, a distance of 2.14 feet;

Thence South 89 degrees 57 minutes 14 seconds East, a distance of 20.00 feet;

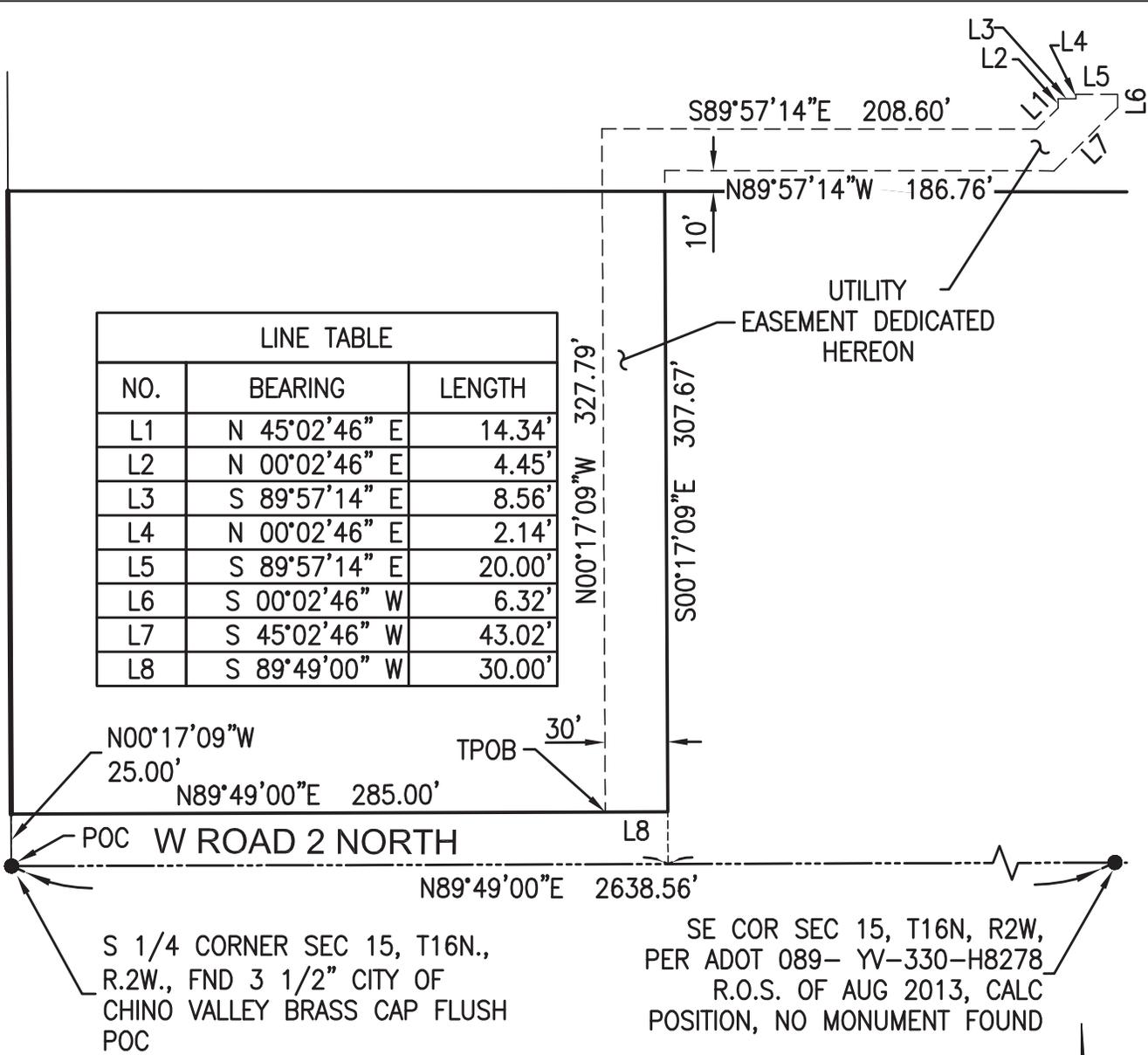
Thence South 00 degrees 02 minutes 46 seconds West, a distance of 6.32 feet;

Thence South 45 degrees 02 minutes 46 seconds West, a distance of 43.02 feet;

Thence North 89 degrees 57 minutes 14 seconds West, along a line parallel with and 10.00 feet North of said North line of the land described in the Special Warranty Deed 2019-0031267 SWD, a distance of 186.76 feet;

Thence South 00 degrees 17 minutes 09 seconds East, along said East line of the land described in the Special Warranty Deed 2019-0031269 SWD, a distance of 307.67 feet to the Southeast corner thereof, said Southeast corner being a point on said North right of way line of Road 2 North;

Thence South 89 degrees 49 minutes 00 seconds West, along said North right of way line of Road 2 North, a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 45°02'46" E	14.34'
L2	N 00°02'46" E	4.45'
L3	S 89°57'14" E	8.56'
L4	N 00°02'46" E	2.14'
L5	S 89°57'14" E	20.00'
L6	S 00°02'46" W	6.32'
L7	S 45°02'46" W	43.02'
L8	S 89°49'00" W	30.00'



*Michael J. Thompson*  
 EXPIRES: 9-30-22



NO SCALE

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

<b>Helix Engineering, LLC</b> Engineering / Surveying / Consulting 3240 E Union Hills, Suite 113, Phoenix, AZ 85050 (ph) 602-788-2616, www.hxeng.com	UTILITY EASEMENT		
	DRAWN BY: MJT	JANUARY 8, 2020	JOB No.: 383
	CHECKED BY: MJT		SHEET 2 OF 2