

October 10, 2024

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Matt McLachlan, AICP, Community Development Director

FROM: Jeff Pregler
Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2024-066
Approving the Abandonment of a sewer easement and acceptance of a new sewer easement, drainage easement, and public utility easement on Lots 8-11 of the Crossroads Commerce Center subdivision

REQUEST:

BHD Land Development, LLC is initiating a request to abandon an existing sewer easement while creating a new sewer easement, drainage easement, and public utility easement.

RECOMMENDATION:

The City Manager recommends approval.
The Community Development Director recommends approval.

GENERAL INFORMATION:

A. Location

Parcels located on the northwest corner of Industry Drive and Colombo Avenue, more specifically described as Parcel #'s 107-16-074, 107-16-073, 107-16-072, 107-16-071.

B. Site Area

8.35 acres MOL

BACKGROUND:

A. Proposal/Summary

The applicant is proposing to construct a 28,000 sf (MOL) warehouse building located within the Crossroads Commerce Center subdivision (identified above). The warehouse and all proposed site improvements were approved by a site plan at the August 9, 2024 Development Review Committee meeting.

As part of this development, the applicant will be combining all four lots and relocating existing sewer lines that conflict with the proposed warehouse building location. As a result, the sewer lines and existing sewer easement are proposed to be relocated in a location that does not conflict with buildings. A sewer easement is necessary to allow City staff to enter the property to maintain the lines. Exhibits A and B show the revised locations of the sewer lines and easement. This resolution will officially abandon the existing sewer easement and accept the revised sewer easement.

In addition, a drainage easement and a public utility easement will also need to be accepted and recorded. There is drainage infrastructure, such as drainage pipes, located on the applicant's property. The easement will allow the City to maintain these pipes and clean them of debris should blockages occur. The public utility easement is needed to allow utility companies and/or the City to access and maintain utility lines on the applicant's property. Exhibits A and B identify the locations of these easements.

A minor plat amendment is required to be completed by the applicant prior to combining the lots. This amendment will be submitted separately and reflect the proposed easements following recordation.

B. Development Considerations

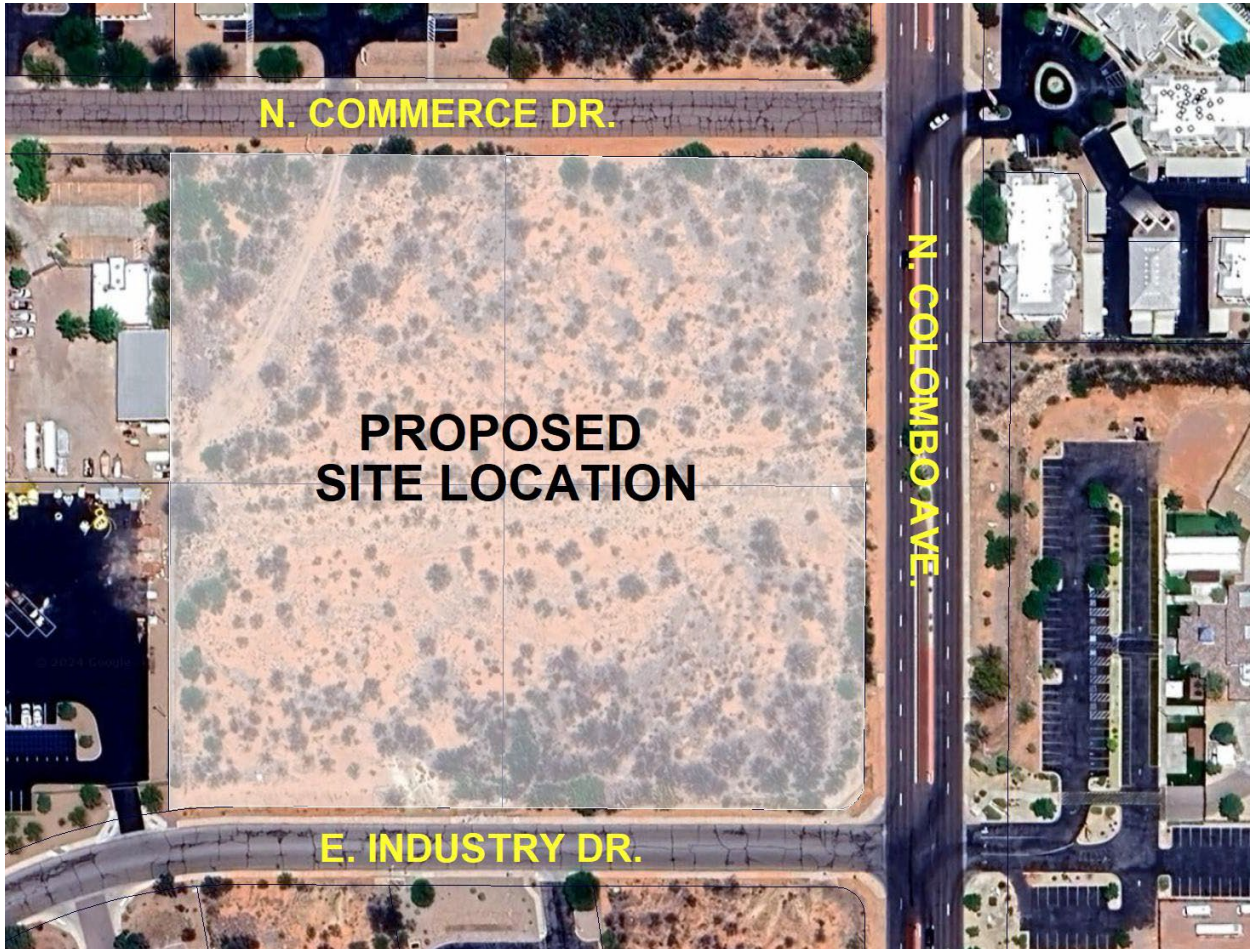
None.

C. Summary Recommendation

No objection to the recommended motion.

Attachment A
Exhibit A

ATTACHMENT A



RESOLUTION 2024-066

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; APPROVING THE ABANDONMENT OF A SEWER EASEMENT AND ACCEPTING A NEW SEWER EASEMENT, DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT, AS OUTLINED IN EXHIBITS A AND B, LOCATED IN A PORTION OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 21 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, BHD Land Development LLC is proposing to develop property located on the northwest corner of Industry Drive and Colombo Avenue, better described as parcels 107-16-074, 107-16-073, 107-16-072, 107-16-071; and

WHEREAS, the development will require the abandonment of a sewer easement and relocation of sewer lines; and

WHEREAS, the proposed site improvements will require the need for a new sewer easement, drainage easement, and public utility easement; and

WHEREAS, the applicant has provided a description and dimensions of all proposed easements as shown in Exhibits A and B; and

WHEREAS, this resolution reaffirms settled policy that allows the City Council to accept easements;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council regarding the approval of sewer easement abandonments and acceptance of easements, be, and hereby is, reaffirmed.

SECTION 2

That the documents attached hereto and made a part hereof, for a sewer easement abandonment and the acceptance of easements, as shown in Exhibits A and B be, and hereby is, approved.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 10TH DAY OF OCTOBER, 2024.

CLEA MCCAII
Mayor

APPROVED AS TO FORM:

ATTEST:

NATHAN WILLIAMS
City Attorney

JILL ADAMS
City Clerk

PREPARED BY: Jeff Pregler
Planner

EXHIBIT 'A'

ABANDONMENT OF A PORTION OF SANITARY SEWER EASEMENT LEGAL DESCRIPTION

A PORTION OF A 30.00 FOOT SANITARY SEWER EASEMENT AS RECORDED IN DOCKET #1671, PAGES 298-300, OFFICIAL RECORDS OF COCHISE COUNTY, ARIZONA AND LYING WITHIN PORTIONS OF LOTS 8, 9, 10 & 11 AS SHOWN ON CROSSROADS COMMERCE CENTER-PHASE II, ON FILE IN BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 21 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF NORTH COMMERCE DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP, STAMPED "2001 LS 14181" FROM WHICH THE INTERSECTION OF INDUSTRY DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP STAMPED "2001 LS 14181" BEARS SOUTH 00°03'23" EAST, A DISTANCE OF 1025.55 FEET;

THENCE SOUTH 00°03'23" EAST, A DISTANCE OF 334.34 FEET;

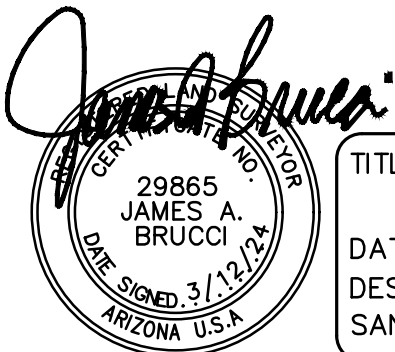
THENCE SOUTH 86°44'11" WEST, A DISTANCE OF 147.14 FEET, TO A POINT ON THE SOUTH LINE OF SAID 30.00 FOOT SANITARY SEWER EASEMENT, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 86°44'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 469.46 FEET;

THENCE NORTH 48°19'31" WEST, A DISTANCE OF 42.47 FEET, TO A POINT ON THE NORTH LINE OF SAID 30.00 FOOT SANITARY SEWER EASEMENT;

THENCE NORTH 86°44'11" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 533.15 FEET;

THENCE SOUTH 44°59'32" WEST, A DISTANCE OF 45.06 FEET, TO THE POINT OF BEGINNING.



TITLE: XB05
DATE: 3/12/24
DESC: ABANDONMENT
SAN. SEWER EASEMENT

HUNTER
ENGINEERING
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PAGE 1 OF 2
CIVIL AND SURVEY
PROJ.NO. XB05
PROJ.NO.BHDCC001-S

EXHIBIT 'B'
ABANDONMENT SANITARY SEWER EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°44'11"W	147.14'
L2	N48°19'31"W	42.47'
L3	S44°59'32"W	45.06'

LOT 11
 BK. 14,
 PG. 59 C.C.R.

LOT 10
 BK. 14, PG. 59 C.C.R.

30' SANITARY SEWER EASEMENT
 DKT.1671, PGS.298-300,
 AS SHOWN ON
 BK. 14, PG. 59, C.C.R.

LOT 8
 BK. 14, PG. 59 C.C.R.

LOT 9
 BK. 14, PG. 59 C.C.R.

70' R/W

NORTH COMMERCE DR.

FND. 2" BRASS
 CAP STAMPED
 2001 LS 14181

COLOMBO AVE.

334.34'

(BASIS OF BEARING) S0°03'23"E 1025.55'



N86°44'11"E 533.15'

S86°44'11"W 469.46'

TO BE ABANDONED

50' R/W

100' R/W

INDUSTRY DR. 35' R/W

70' R/W

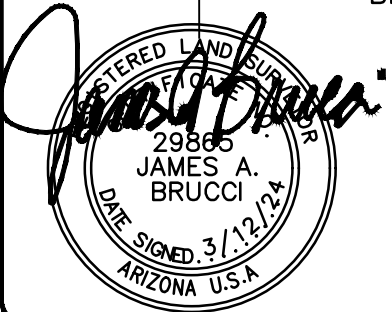
FND. 2" BRASS
 CAP STAMPED
 2001 LS 14181

HUNTER
 ENGINEERING
 10446 N. 74TH ST., SUITE 140
 SCOTTSDALE, AZ 85258
 T 480 991 3985
 F 480 991 3986

PAGE 2 OF 2
 CIVIL AND SURVEY

PROJ. NO. XB05
 PROJ. NO. BHD0001-S

TITLE: XB05
SCALE: 1"=100'
DATE: 3/12/24
DESC: ABANDONMENT
SAN. SEWER EASEMENT



DRAINAGE EASEMENT

For and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, _____, an _____ hereafter known as Grantor, does hereby grant unto the City of Sierra Vista, hereinafter referred to as Grantee, a permanent non-exclusive drainage easement 20.00 foot wide, over, across, and through the property described on Exhibit A and depicted on Exhibit B, both attached hereto ("Easement Area"), being a portion of that certain real property of Grantor described at Exhibit C attached hereto (the "Property").

EASEMENT DEDICATION

The easements granted herein are hereby dedicated, together with the right of ingress and egress, for the sole purpose of construction, inspection, repair, removal, replacement and maintenance of a drainage utility ("Drainage Utility") at will, to the extent required for the exercise of Grantee's right hereunder, and all upon the condition that Grantee, its successors and assigns, shall (1) perform all work in, under, or upon the Easement Area expeditiously and in a good and workmanlike fashion and in such manner as not to interfere with operations on the Property; and (2) after doing any work in, under, or upon the Easement Area, restore the ground as near as possible to a condition in which it was found before such work was undertaken.

Grantor(s) reserve(s) the right to cultivate and use the Easement Area for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Drainage Utility. Such reservation by Grantor(s) shall include the right to dedicate and use the Easement Area for cultivation or other agricultural purposes, and any other lawful use which will not interfere with or endanger the Drainage Utility or interfere with use of any of the rights herein granted. Nothing herein shall prohibit Grantor from laying out and establishing grass, shrubs, irrigation facilities, and decomposed granite (collectively, "Permitted Obstructions") along, upon, over and across the Easement Area or any portion thereof, provided that Grantor shall not erect or cause to be erected any building or structure on the Easement Area.

Grantee shall be liable for any damage to any Permitted Obstructions upon the Easement Area or any portion of the Property due to necessary utility operations and shall use reasonable care in exercising its right of entry for construction, maintenance, or repairs of the Drainage Utility.

Grantee agrees to indemnify, defend and hold harmless Grantor from and against all claims, damages (but specifically excluding any consequential, punitive, special, incidental and similar type damages), losses and expenses, including attorneys' fees (unless caused in whole or in part by a party indemnified hereunder) to the extent caused by Grantee's exercise of the easement rights granted herein, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and (ii) caused in whole or in part by any negligent act or omission of Grantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This Drainage Easement and the provisions herein, run with the land, and shall extend to and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2024.

By: _____

Name: _____

Title: _____

State of _____)
) ss.
County of _____)

Before me, a Notary Public, in and for the County of _____, State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that _____ executed the same for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____, 2024

Notary Public

My Commission Expires:

Exhibit A

Legal Description of Easement Area

EXHIBIT 'A'
DRAINAGE EASEMENT
LEGAL DESCRIPTION

A PORTION OF LOT 10, AS SHOWN ON CROSSROADS COMMERCE CENTER-PHASE II, ON FILE IN BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 21 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF NORTH COMMERCE DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP, STAMPED "2001 LS 14181" FROM WHICH THE INTERSECTION OF INDUSTRY DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP STAMPED "2001 LS 14181" BEARS SOUTH 00°03'23" EAST, A DISTANCE OF 1025.55 FEET;

THENCE SOUTH 00°03'23" EAST, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 89°59'32" WEST, A DISTANCE OF 50.50 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS 25.00 FEET, AND WHOSE CHORD BEARS SOUTH 05°48'02" EAST, A CHORD DISTANCE OF 5.00 FEET, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°29'18", AN ARC LENGTH OF 5.01 FEET, TO A POINT ON A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE CENTERLINE COLOMBO AVENUE;

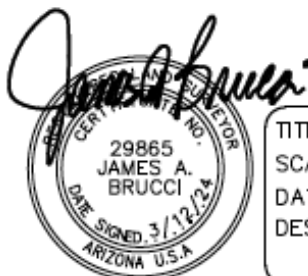
THENCE SOUTH 00°03'23" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 207.16 FEET, TO A POINT ON THE NORTH LINE OF A 20.00 FOOT DRAINAGE EASEMENT AS SHOWN ON BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA;

THENCE SOUTH 89°56'37" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00°03'23" WEST, A DISTANCE OF 192.16 FEET;

THENCE NORTH 45°01'55" WEST, A DISTANCE OF 28.30 FEET, TO A POINT ON THE SOUTH LINE OF A 20.00 FOOT DRAINAGE EASEMENT AS SHOWN ON BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA;

THENCE NORTH 89°59'32" EAST, ALONG SOUTH LINE, A DISTANCE OF 39.50 FEET TO THE POINT OF BEGINNING.



TITLE: **XB02**
SCALE: N.T.S.
DATE: 3/12/24
DESC: DRAINAGE
EASEMENT

HUNTER
ENGINEERING

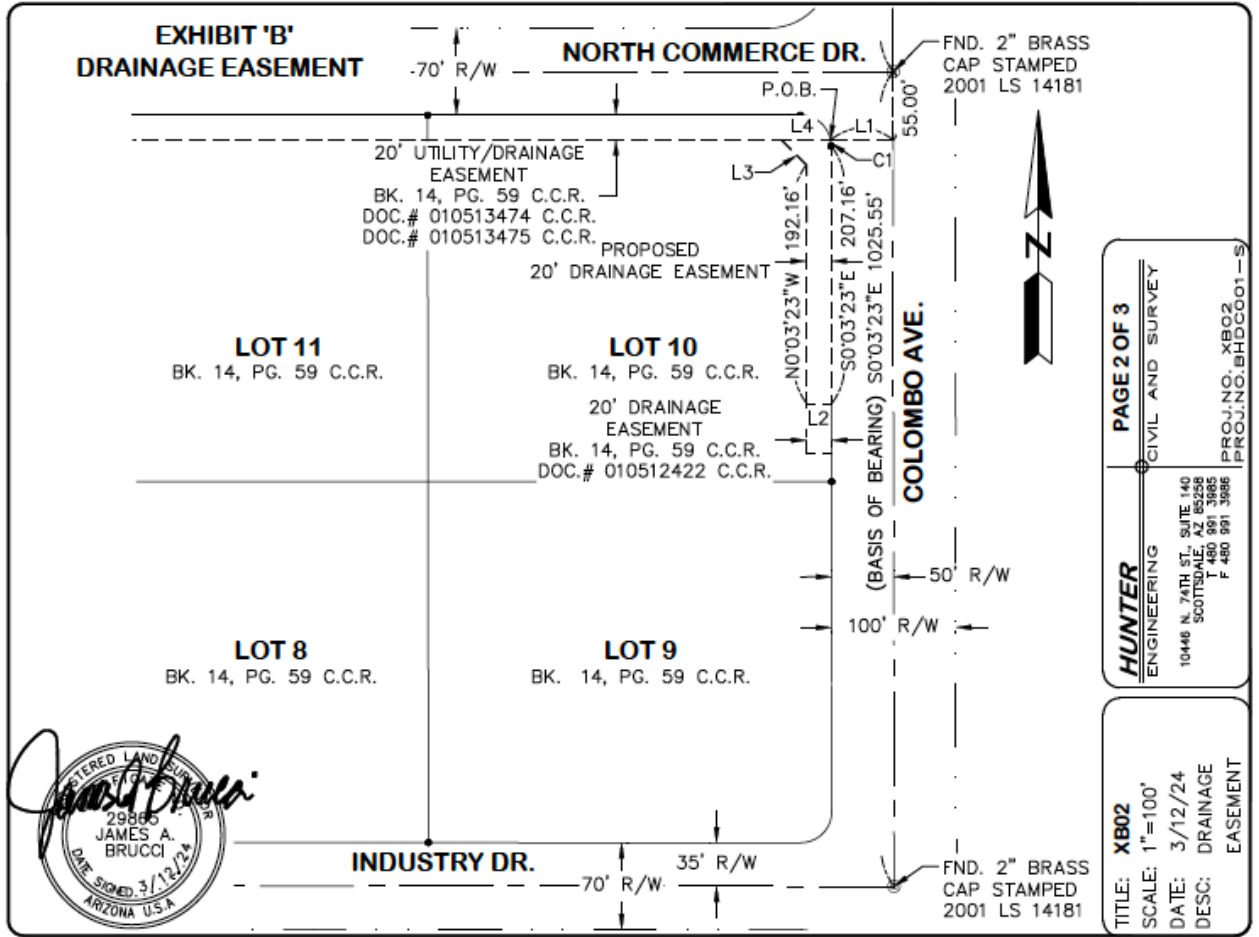
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3988

PAGE 1 OF 3
CIVIL AND SURVEY

PROJ.NO. XB02
PROJ.NO.BHDC001-S

Exhibit B

Depiction of Easement Area



**EXHIBIT 'B'
DRAINAGE EASEMENT**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°59'32"W	50.50'
L2	S89°56'37"W	20.00'
L3	N45°01'55"W	28.30'
L4	N89°59'32"E	39.50'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	$\Delta = 11^{\circ}29'18''$	25.00'	5.01'	S05°48'02"E	5.00'



TITLE: **XB02**
 DATE: 3/12/24
 DESC: DRAINAGE
 EASEMENT

HUNTER ENGINEERING	PAGE 3 OF 3 CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	PROJ.NO. XB02 PROJ.NO.BHDC001-S

SEWER EASEMENT

For and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, _____, an _____, hereafter known as Grantor, does hereby grant unto the City of Sierra vista, hereinafter referred to as Grantee, a permanent non-exclusive sewer easement 30.00 foot wide, over, across, and through the property described on Exhibit A and depicted on Exhibit B, both attached hereto ("Easement Area"), being a portion of that certain real property of Grantor described at Exhibit C attached hereto (the "Property").

EASEMENT DEDICATION

The easements granted herein are hereby dedicated, together with the right of ingress and egress, for the sole purpose of construction, inspection, repair, removal, replacement and maintenance of sewer line facilities ("Sewer Facilities") at will, all upon the condition that Grantee, its successors and assigns, shall (1) perform all work in, under, or upon the Easement Area expeditiously and in a good and workmanlike fashion and in such manner as not to interfere with operations on the Property; and (2) after doing any work in, under, or upon the Easement Area, restore the ground as near as possible to a condition in which it was found before such work was undertaken.

Grantor(s) reserve(s) the right to cultivate and use the Easement Area for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Sewer Facilities. Such reservation by Grantor(s) shall include the right to dedicate and use the property for cultivation or other agricultural purposes, and as yard area for structures, and any other lawful use which will not interfere with or endanger the Sewer Facilities or interfere with use of any of the rights herein granted. Nothing herein shall prohibit Grantor from laying out, establishing and constructing pavement, surfacing of roadways, driveways, sidewalks, curbing, gutters, grass, shrubs, fences, lighting, transformers, manholes, irrigation facilities, utility facilities, and related equipment (collectively, "Permitted Obstructions") along, upon, over and across the Easement Area or any portion thereof, provided that Grantor shall not erect or cause to be erected any building or structure on the Easement Area.

Grantee shall be liable for any damage to any Permitted Obstructions placed upon the Easement Area or any portion of the Property due to necessary utility operations and shall use reasonable care in exercising its right of entry for construction, maintenance, or repairs of the Sewer Facilities, it shall be responsible for any damages caused to the Easement Area, the Property, and the Permitted Obstructions, unless the Grantee determines that the Permitted Obstructions are interfering with the use and maintenance of the Easement Area.

Grantee agrees to indemnify, defend and hold harmless Grantor from and against all claims, damages (but specifically excluding any consequential, punitive, special, incidental and similar type damages), losses and expenses, including attorneys' fees (unless caused in whole or in part by a party indemnified hereunder) to the extent caused by Grantee's exercise of the easement rights granted herein, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and (ii) caused in whole or in part by any negligent act or omission of Grantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This Sewer Easement and the provisions herein, run with the land, and shall extend to and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2024.

By: _____

Name: _____

Title: _____

State of _____)
) ss.
County of _____)

Before me, a Notary Public, in and for the County of _____, State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that _____ executed the same for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____, 2024

Notary Public

My Commission Expires:

Exhibit A

Legal Description of Easement Area

EXHIBIT 'A'
SEWER EASEMENT
LEGAL DESCRIPTION

A PORTION OF LOTS 8 & 9, AS SHOWN ON CROSSROADS COMMERCE CENTER—PHASE II, ON FILE IN BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 21 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF NORTH COMMERCE DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP, STAMPED "2001 LS 14181" FROM WHICH THE INTERSECTION OF INDUSTRY DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP STAMPED "2001 LS 14181" BEARS SOUTH 00°03'23" EAST, A DISTANCE OF 1025.55 FEET;

THENCE SOUTH 00°03'23" EAST, A DISTANCE OF 334.34 FEET;

THENCE SOUTH 86°44'11" WEST, A DISTANCE OF 102.09 FEET, TO A POINT ON THE SOUTH LINE OF A 30.00 FOOT SANITARY SEWER EASEMENT AS SHOWN ON BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 44°59'32" WEST, A DISTANCE OF 114.35 FEET;

THENCE SOUTH 89°59'32" WEST, A DISTANCE OF 419.95 FEET;

THENCE NORTH 48°19'31" WEST, A DISTANCE OF 74.02 FEET, TO A POINT ON THE SOUTH LINE OF A 30.00 FOOT SANITARY SEWER EASEMENT AS SHOWN ON BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA;

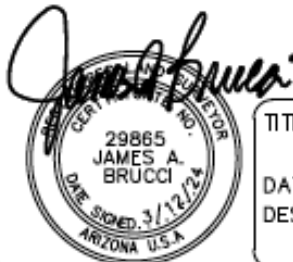
THENCE NORTH 86°44'11" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 42.47 FEET;

THENCE SOUTH 48°19'31" EAST, A DISTANCE OF 32.54 FEET;

THENCE NORTH 89°59'32" EAST, A DISTANCE OF 396.10 FEET;

THENCE NORTH 44°59'32" EAST, A DISTANCE OF 68.31 FEET;

THENCE NORTH 86°44'11" EAST, A DISTANCE OF 45.06 FEET, TO THE POINT OF BEGINNING.



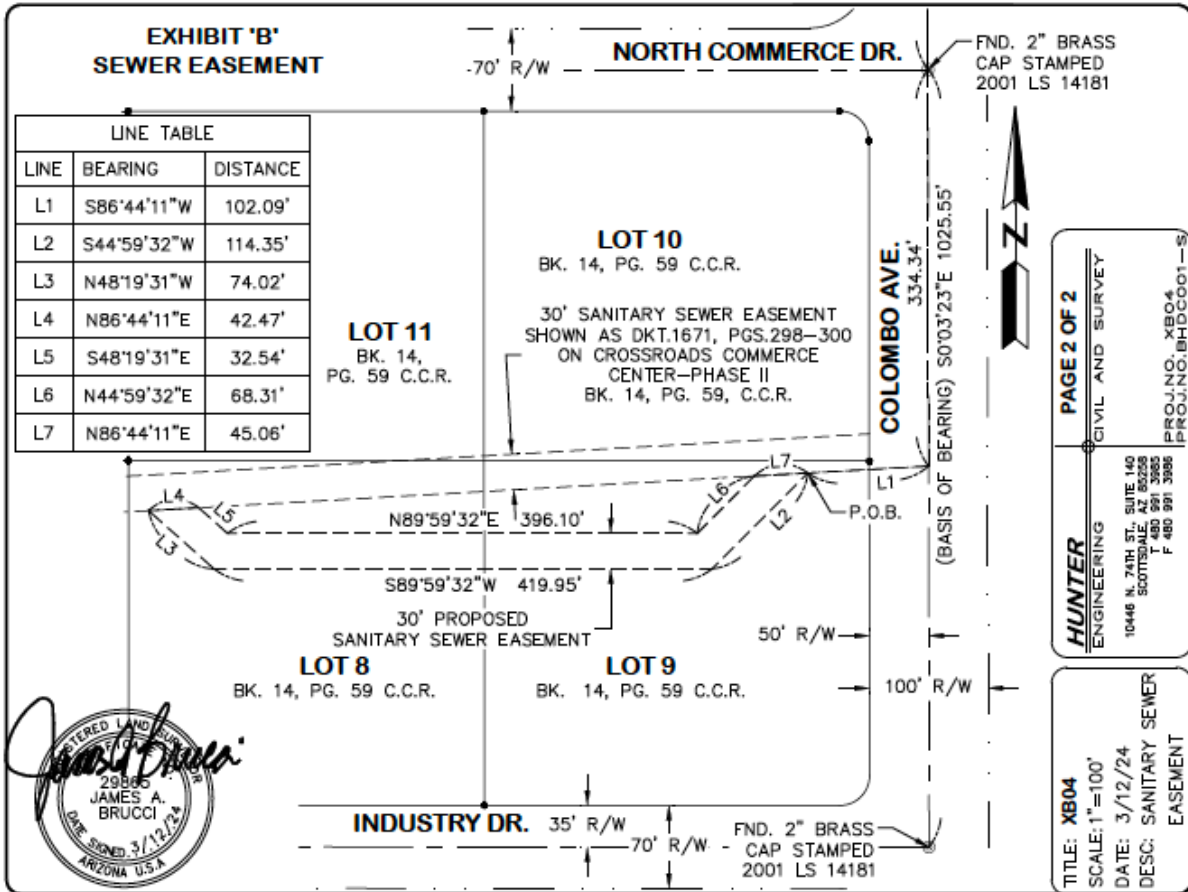
TITLE: **XB04**
DATE: 3/12/24
DESC: SANITARY SEWER
EASEMENT

HUNTER
ENGINEERING
10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PAGE 1 OF 2
CIVIL AND SURVEY
PROJ.NO. XB04
PROJ.NO.BHDC001-S

Exhibit B

Depiction of Easement Area



PUBLIC UTILITY EASEMENT

For and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, _____, an _____, hereafter known as Grantor, does hereby grant unto all public utility companies, hereinafter referred to as Grantee, a public non-exclusive utility easement 8.00 foot wide for the installation and maintenance of the utility system, over, under, and through the property described on Exhibit A and depicted on Exhibit B, both attached hereto ("Easement Area"), being a portion of that certain real property of Grantor described at Exhibit C attached hereto (the "Property").

EASEMENT DEDICATION

The easements granted herein are hereby dedicated, together with the right of ingress and egress, for the sole purpose of construction, inspection, repair, removal, replacement and maintenance of a utility system ("Utility System") by "grantees" at will, all upon the condition that Grantee, its successors and assigns, shall (1) perform all work in, under, or upon the Easement Area expeditiously and in a good and workmanlike fashion and in such manner as not to interfere with operations on the Property; and (2) after doing any work in, under, or upon the Easement Area, restore the ground as near as possible to a condition in which it was found before such work was undertaken.

Grantor(s) reserve(s) the right to cultivate and use the property for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Utility System. Such reservation by Grantor(s) shall include the right to dedicate and use the Easement Area for cultivation or other agricultural purposes, and as yard area for structures, and any other lawful use which will not interfere with or endanger the Utility System or interfere with use of any of the rights herein granted. Nothing herein shall prohibit Grantor from laying out, establishing and constructing pavement, surfacing of roadways, driveways, sidewalks, curbing, gutters, grass, shrubs, fences, lighting, transformers, manholes, irrigation facilities, utility facilities, and

related equipment (collectively, "Permitted Obstructions") along, upon, over and across the Easement Area or any portion thereof, provided that Grantor shall not erect or cause to be erected any building or structure on the Easement Area.

Grantee shall be liable for any damage to any Permitted Obstructions placed upon the Easement Area or any portion of the Property due to necessary utility operations and shall use reasonable care in exercising its right of entry for construction, maintenance, or repairs of the Utility System, it shall be responsible for any damages caused to the Easement Area, the Property and the Permitted Obstructions, unless the Grantee determines that the Permitted Obstructions are interfering with the use and maintenance of the Easement Area.

Grantee agrees to indemnify, defend and hold harmless Grantor from and against all claims, damages (but specifically excluding any consequential, punitive, special, incidental and similar type damages), losses and expenses, including attorneys' fees (unless caused in whole or in part by a party indemnified hereunder) to the extent caused by Grantee's exercise of the easement rights granted herein, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and (ii) caused in whole or in part by any negligent act or omission of Grantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This Public Utility Easement and the provisions herein, run with the land, and shall extend to and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

Exhibit A

Legal Description of Easement Area

EXHIBIT 'A'
PUBLIC UTILITY EASEMENT
LEGAL DESCRIPTION

A PORTION OF LOTS 9 & 10, AS SHOWN ON CROSSROADS COMMERCE CENTER-PHASE II, ON FILE IN BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 21 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF NORTH COMMERCE DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP, STAMPED "2001 LS 14181" FROM WHICH THE INTERSECTION OF INDUSTRY DRIVE AND COLOMBO AVENUE, MARKED BY A 2" BRASS CAP STAMPED "2001 LS 14181" BEARS SOUTH 00°03'23" EAST, A DISTANCE OF 1025.55 FEET;

THENCE SOUTH 00°03'23" EAST, A DISTANCE OF 55.00 FEET;

THENCE SOUTH 89°59'32" WEST, A DISTANCE OF 50.50 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 25.00 FEET, AND WHOSE CHORD BEARS SOUTH 05°48'02" EAST, A CHORD DISTANCE OF 5.00 FEET, ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°29'18", AN ARC LENGTH OF 5.01 FEET, TO A POINT ON A LINE PARALLEL WITH AND 50.00 FEET WEST OF THE CENTERLINE COLOMBO AVENUE;

THENCE SOUTH 00°03'23" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 535.57 FEET;

THENCE NORTH 89°58'25" WEST, ALONG THE NORTH LINE OF A 25.00 FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00°03'23" WEST, ALONG A LINE PARALLEL WITH AND 58.00 FEET WEST OF THE CENTERLINE COLOMBO AVENUE, A DISTANCE OF 535.56 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS 17.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°03'21", AN ARC LENGTH OF 5.06 FEET, TO A POINT ON THE SOUTH LINE OF A 20.00 FOOT UTILITY/DRAINAGE EASEMENT AS SHOWN ON BOOK 14 OF MAPS AND PLATS AT PAGE 59, IN THE RECORDS OF COCHISE COUNTY, ARIZONA;

THENCE NORTH 89°59'32" EAST, ALONG SOUTH LINE, A DISTANCE OF 8.25 FEET TO THE POINT OF BEGINNING.

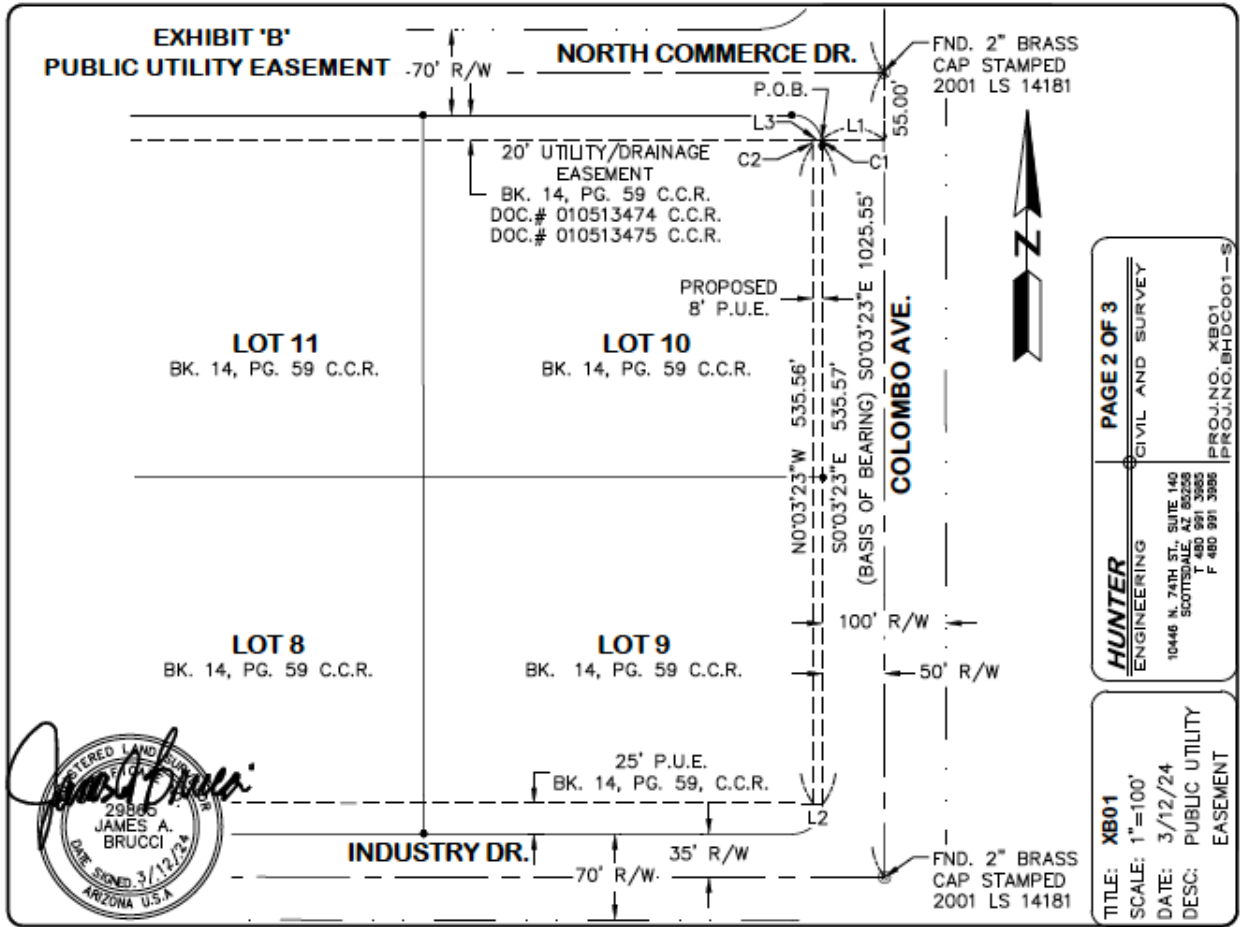


TITLE: **XB01**
SCALE: N.T.S.
DATE: 3/12/24
DESC: PUBLIC UTILITY
EASEMENT

HUNTER ENGINEERING	PAGE 1 OF 3 CIVIL AND SURVEY
10446 N. 74TH ST., SUITE 140 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	PROJ.NO. XB01 PROJ.NO.BHDC001-S

Exhibit B

Depiction of Easement Area



**EXHIBIT 'B'
PUBLIC UTILITY EASEMENT**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°59'32"W	50.50'
L2	N89°58'25"W	8.00'
L3	N89°59'32"E	8.25'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	$\Delta = 11^{\circ}29'18''$	25.00'	5.01'	S05°48'02"E	5.00'
C2	$\Delta = 17^{\circ}03'21''$	17.00'	5.06'	N08°35'04"W	5.04'



TITLE: **XB01**
 DATE: 3/12/24
 DESC: PUBLIC UTILITY
 EASEMENT

HUNTER ENGINEERING 10446 N. 74TH ST., SUITE 140 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	PAGE 3 OF 3 CIVIL AND SURVEY
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