

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into effective as of the date of full execution by and among the Town of Jerome, a municipal corporation (“Town”), and Verde Exploration, Ltd., a Delaware corporation, and Jerome Verde Development Co., a Delaware corporation, (collectively “Verde”). The parties may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

### RECITALS

A. Verde owns property in Yavapai County, Arizona, Yavapai County Assessor Parcel Nos. 401-03-029D, 401-09-005H, and 401-03-031D (Verde Exploration Ltd.) and 401-03-001P (Jerome Verde Development Co.) (“Property”).

B. The Town owns property in Yavapai County, Arizona, Yavapai County Assessor Parcel No. 401-03-001L, on which the Town operates a wastewater treatment plant.

C. On February 13, 2025, the Town filed an action in Yavapai County Superior Court captioned *Town of Jerome v. Verde Exploration, Ltd. et al.*, Case No. S1300CV202500182 (“Litigation”) to acquire certain easements over the Property. The Town has also filed an Application for Immediate Possession of the property to be acquired to begin making improvements to the Town’s wastewater treatment plant.

D. On March 26, 2025, the Parties engaged in mediation with Judge David Mackey, as a result of which the Parties reached consensus on certain terms, subject to approval by the Town Council and Verde’s Boards of Directors. The terms were subsequently approved by Town Council and Verde’s Boards of Directors and are incorporated into this Settlement Agreement.

E. The Parties have determined that it is in their collective best interest to execute this Settlement Agreement to avoid the cost, expense and inconvenience of further litigation. The Parties enter into this Settlement Agreement without admission of any fault or liability.

### TERMS

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree, as follows.

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated as a part of the Settlement Agreement, and the Parties ratify, stipulate, agree to, and warrant the truth and accuracy of all that is contained in the Recitals.

2. **Settlement Terms.**

2.1 Within fourteen (14) calendar days from full execution of this Agreement (“Closing”), the Town will pay Verde **One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500)** upon Verde’s execution of non-exclusive easements for sewer and roadway depicted on **Exhibit 1** as Existing Sewer Main, Existing Side Sewers 1, 2, 3 and 4, New Sewer Main and Maintenance Access, in forms attached as **Exhibit 2** (“Easements”).

2.2 Upon full execution of the Easements by Verde and the Town's payment to Verde, the Town will dismiss the Litigation with prejudice and record a release of lis pendens. In addition, and if necessary, the Town will file the appropriate pleadings to vacate any and all scheduled hearings related to or arising out of the Litigation.

2.3 Verde will execute a non-exclusive easement (which shall not be a public right-of-way) over the existing Cemetery Road on Verde property to the boundary of the Town Parcel 401-03-001L in the form attached as **Exhibit 3** ("Cemetery Road Easement"). The Town will bear the costs of a survey for the Cemetery Road Easement. The width and location of the Cemetery Road shall be recommended by a licensed engineer as reasonably necessary in conformance with generally accepted engineering standards, and in general conformance with the attached **Exhibit 4**, subject to final approval of the Parties, and provided that the Town may improve the Cemetery Road Easement to make it usable for full access to wastewater treatment plant. The Town shall ensure that any and all improvements made to Cemetery Road comply with that certain Class III Cultural Resources Inventory Survey dated May 18, 2023, prepared for the Town by the firm Logan Simpson. In the event a final Cemetery Road Easement is not prepared by Closing, Verde agrees that the Town may have immediate and continued use of existing Cemetery Road, which shall be deemed legal access from the Property to the wastewater treatment plant.

2.4 Upon written request by Verde and submission to the Town of stamped grading and drainage plans that comply with all applicable Town regulations, the Town shall, at its sole cost and expense, bury any sewer lines located within the Easements to be acquired under this Settlement Agreement that conflict with the grading and drainage plans to the depths required by applicable building codes, if such work is necessary. This obligation includes, without limitation, that if Verde's grading and drainage plans include the construction of a new roadway, the Town shall be solely responsible for all costs associated with burying the sewer lines to the required depths beneath the new roadway.

2.5 Verde may, at its discretion, seek variances from the Board of Adjustment to allow the creation of three distinct lots from Verde Parcel 401-03-001P, situated west of the existing Cemetery Road and with access to Cemetery Road, with the remainder of the parcel existing as a separate, standalone parcel. Should Verde elect to pursue such variances, the Town expressly agrees not to oppose Verde's variance applications and, to the extent legally permissible, Town through its planning staff agrees to affirmatively support Verde's position before the Board of Adjustment or any other necessary municipal or regulatory body by submitting letters of support, testimony, or other assistance, as may be requested by Verde and as permitted by law. In the sole event that the Board of Adjustment denies the requested variances, the Town shall, at its sole expense, relocate the portion of Cemetery Road immediately adjacent to the proposed parcels during the construction of the wastewater treatment plant. The relocation shall be executed in a location determined by the Town but subject to Verde's reasonable approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The resulting realignment shall provide for the creation of three parcels, each measuring not less than 5,000 square feet, for a cumulative minimum total area of 15,000 square feet. The Town shall bear all costs associated with surveying, design, engineering, permitting, construction, and related activities necessary to complete the road relocation, if required.

2.6 Following consultation with the Town Public Works Department, the Parties acknowledge that connection of the three proposed parcels contemplated in Paragraph 2.5 above to municipal sewer services is impractical or impossible, thereby necessitating the use of individual septic systems. Due to mandatory setback requirements for septic leach fields, it will be necessary to locate such leach fields either partially or entirely upon adjacent property owned by the Town west of the parcels or, alternatively, to relocate Cemetery Road farther eastward to accommodate the required leach field area within Verde's property boundaries. Accordingly, the Town agrees to undertake whichever of the following actions is necessary to facilitate the lawful and practical development of the parcels, in the Town's sole discretion:

2.6.1 Grant to Verde a permanent easement or easements over Town-owned property currently assigned Yavapai County APN 401-03-001L for the placement, installation, operation, inspection, maintenance, repair, and replacement of septic tanks, leach fields, and any other appurtenances necessary for a legally compliant septic system, with such easements to be in locations reasonably acceptable to Verde; or

2.6.2 Relocate Cemetery Road farther east, in accordance with subsection 2.5 above, to ensure sufficient area is available within Verde's property for compliant septic leach field placement, but only if the Town is required to relocate Cemetery Road pursuant to Paragraph 2.5 above.

2.7 Any action undertaken by the Town pursuant to this subsection shall be executed promptly, diligently, and in good faith, in a manner reasonably satisfactory to Verde, and without cost or expense to Verde, unless otherwise expressly agreed in writing by Verde.

2.8 The Town will waive sewer and water connection fees for the three lots on Verde Parcel 401-03-001P west of the existing Cemetery Road described in **Paragraph 2.5** above.

2.9 The Parties shall maintain a dual lock on the cemetery gate that can be opened independently by the Parties. The Town may erect a fence and gate on the north side of the cemetery at Cemetery Road at its sole cost and expense, provided that dual locks are maintained on the cemetery gate that can be opened independently by the Parties. The Town will be solely responsible for any costs and expenses incurred in installing, maintaining, repairing, and/or replacing said fence.

**3. Interpretive Law and Choice of Forum and Jurisdiction.** This Settlement Agreement is made and entered into in the State of Arizona and shall in all respects be interpreted, conformed or governed by and under the laws of the State of Arizona. If any action is ever taken to enforce or interpret this Settlement Agreement, the venue and jurisdiction of any such proceeding shall be in the Superior Court of Yavapai County, Arizona. The Parties irrevocably consent to said jurisdiction and venue, to the exclusion of all other potential or appropriate jurisdictions and/or venues.

**3.1 Arbitration.** Notwithstanding the foregoing, any dispute arising out of or relating to this Settlement Agreement or the Litigation shall be resolved by binding arbitration through David L. Mackey, and/or his business, Mackey Arbitration & Mediation. However, in the event a Party reasonably believes it faces immediate, irreparable, and actual harm, that

Party shall have the right, without first engaging in arbitration, to seek immediate injunctive or equitable relief from the Superior Court of Yavapai County, Arizona, or other court of competent jurisdiction. The Parties acknowledge and agree that seeking such interim relief shall not waive the requirement for arbitration of the underlying dispute.

4. **Authority.** Each Party represents and warrants that it has the requisite authority to enter into this Settlement Agreement, to perform its obligations hereunder, and to bind any persons, entities, or trusts claiming through it. Each Party further represents and warrants that its execution of this Settlement Agreement and performance of obligations herein will not violate any law, regulation, ordinance, rule, or third-party right. Additionally, the Town specifically represents and warrants that it has fully complied with all applicable open meeting laws and other governmental procedural requirements in approving, authorizing, and executing this Settlement Agreement. Each individual signing below represents and warrants that they possess the requisite authority to bind the Party on whose behalf they have executed this Agreement.

5. **Scope and Severability.**

5.1 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein. The Parties acknowledge and agree that there are no other written or oral contracts, understandings, warranties, or representations among the Parties, concerning the matters herein, except as set forth in this Settlement Agreement. No provisions of this Settlement Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated, except by an instrument in writing signed by the Party against whom enforcement of the amendment, modification, supplementation, change, waiver, discharge, or termination is sought.

5.2 The Parties agree that in the event any provision of this Settlement Agreement is not performed in accordance with the terms hereof, the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity or to which such Party may be entitled to under applicable law or this Agreement, without the necessity of proving the inadequacy of money damages as a remedy and without bond or other security being required.

5.3 In the event that any provision of the Settlement Agreement should be held void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.

6. **Attorneys' Fees and Costs.** Each Party shall bear their own attorneys' fees, costs and litigation expenses in connection with the Litigation and this Settlement Agreement. Should any Party breach this Settlement Agreement or fail to honor any or all of the provisions hereof, or should any Party be required to seek legal counsel in connection with the recovery of any losses or damages suffered as a result of any such breach, the successful party in any lawsuit shall be entitled to recover all reasonable costs and attorneys' fees.

7. **Effectiveness.** The Settlement Agreement shall become effective immediately upon execution of the Settlement Agreement by both Parties.

**8. Representations and Warranties.**

8.1 The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand, or any portion of or interest in any claim or demand, relating to any matter covered hereby.

8.2 Verde represents and warrants that they have not sold, assigned, conveyed, or otherwise disposed of their interests in the Property.

8.3 Each Party to this Settlement Agreement represents and warrants that the Party has read and reviewed this Settlement Agreement and has either had the benefit of the advice of legal counsel of such Party's choice with respect to the terms of this Settlement Agreement, or had the opportunity to seek such advice, and that each Party has executed this Settlement Agreement as such Party's own free act and deed for the uses and purposes set forth herein.

9. **Indemnification by Town.** The Town shall indemnify, defend, and hold harmless Verde, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to the Town's activities after the Effective Date within the Easements granted under this Settlement Agreement, including but not limited to the construction, installation, operation, maintenance, repair, replacement, or improvement of sewer lines. This obligation shall survive the execution and delivery of the Easements and shall survive any termination of this Settlement Agreement to the extent such claims arise from acts or omissions occurring during the Town's use of the Easements.

10. **Under Threat of Condemnation.** The Parties expressly acknowledge that the conveyance of easements contemplated under this Settlement Agreement is made under the threat and imminence of condemnation within the meaning of Section 1033 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations. The Parties further agree that Verde is entering into this Settlement Agreement and conveying the easements to the Town as a result of the condemnation action filed by the Town and the Application for Immediate Possession. The Parties intend and agree that Verde's conveyance qualifies as an involuntary conversion under Section 1033, and nothing in this Settlement Agreement shall be construed to negate or otherwise impair such treatment for federal or state income tax purposes.

11. **Paragraph Headings.** The paragraph headings in this Settlement Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Settlement Agreement or any of its provisions.

12. **Counterparts.** This Settlement Agreement may be executed in any number of duplicate originals, photocopies, facsimile copies, or pdf or other electronic copies, all of which will constitute one and the same instrument.

13. **Interpretation of Settlement Agreement.** The Parties each hereby waive any and all rights to apply in the interpretation of this Settlement Agreement the rule of construction such that ambiguities are to be resolved against the drafter of this Settlement Agreement. For the purposes of this Settlement Agreement, the Parties agree that ambiguities, if any, are to be resolved in the same manner as would have been the case if this Settlement Agreement had been jointly conceived and drafted.

14. **No Waiver.** No failure or delay by any Party in exercising any right or remedy provided under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default. No waiver shall be effective unless it is set forth explicitly in writing and signed by the Party waiving such right or remedy.

15. **Time is of the Essence.** Time is of the essence with respect to each and every provision of this Settlement Agreement.

16. **Additional Actions.** Each Party agrees upon request, in good faith, to make, execute, and deliver such further or additional documents and instruments and take such further action as may be necessary or appropriate to fully carry out the provisions, intent and purposes of this Settlement Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

**VERDE EXPLORATION LTD.**

**Verde Exploration, Limited, a Delaware corporation**

By: \_\_\_\_\_  
Robert S. Pecharich  
Its: President

Dated: \_\_\_\_\_

**JEROME VERDE DEVELOPMENT CO.**

**Jerome Verde Development Company, a Delaware corporation**

By: \_\_\_\_\_  
Robert S. Pecharich  
Its: President

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephen Polk  
Its: Attorney

Dated: \_\_\_\_\_

**TOWN OF JEROME**

**Town of Jerome, an Arizona municipal corporation**

By: \_\_\_\_\_  
Christina Barber  
Its: Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Brett Klein  
Its: Town Manager/Clerk

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

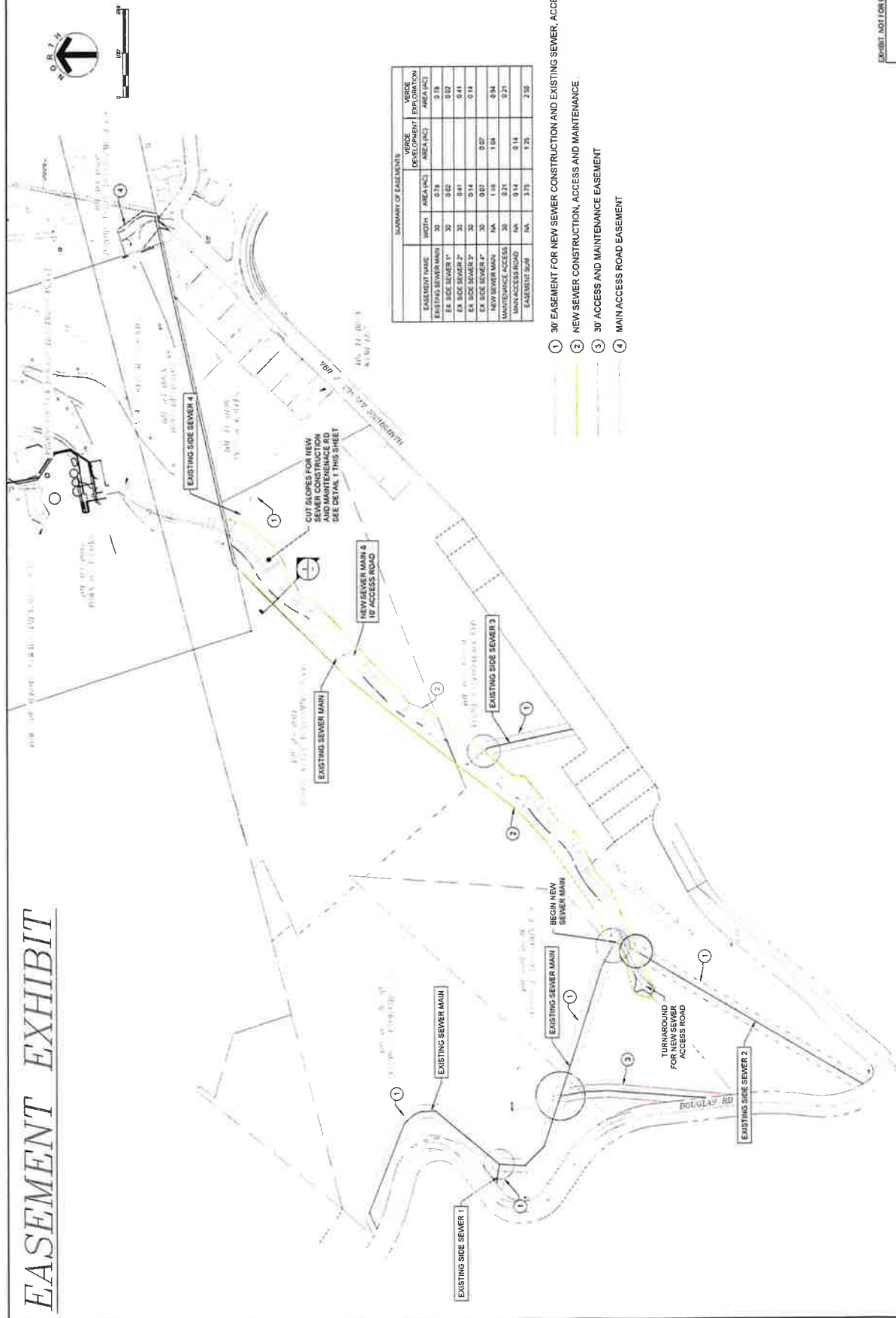
By: \_\_\_\_\_  
Jeffrey D. Gross  
Its: Attorney

Dated: \_\_\_\_\_

# EXHIBIT 1



# EASEMENT EXHIBIT



SUMMARY OF EASEMENTS			
EASEMENT NAME	WIDTH (FEET)	AREA (AC)	VEDE DEVELOPMENT EXPLANATION
EXISTING SIDE SEWER 1	30	0.79	EXISTING
EXISTING SEWER MAIN	30	0.02	EXISTING
EXISTING SIDE SEWER 2	30	0.02	EXISTING
EXISTING SIDE SEWER 3	30	0.14	EXISTING
EXISTING SIDE SEWER 4	30	0.02	EXISTING
NEW SEWER MAIN	NA	1.04	NEW
NEW SEWER MAIN 4 10' ACCESS ROAD	30	0.21	NEW
MAIN ACCESS ROAD	NA	0.14	NEW
EASEMENT SUM	NA	3.75	1.75

- 1 30' EASEMENT FOR NEW SEWER CONSTRUCTION AND EXISTING SEWER, ACCESS AND MAINTENANCE
- 2 NEW SEWER CONSTRUCTION, ACCESS AND MAINTENANCE
- 3 30' ACCESS AND MAINTENANCE EASEMENT
- 4 MAIN ACCESS ROAD EASEMENT

THIS EXHIBIT SHOWS PROPOSED EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF EXISTING AND NEW SEWER LINES TO BE OBTAINED BY THE TOWN OF JEROME

SEC  
COTTONWOOD AZ 86306  
408 282 1187

EXHIBIT NOT FOR CONSTRUCTION FOR AGENCY REVIEW ONLY

TOWN OF JEROME  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
PROPOSED SEWER EASEMENTS FROM JEROME VEDE DEVELOPMENT AND JEROME EXPLORATION EXHIBIT

DATE	11/17/23	SHEET	1
BY	AS SHOWN	REVISION	10-11-2022

# EXHIBIT 2

(Verde Exploration Sewer Easement)

## **SEWER EASEMENT**

Verde Exploration, Ltd., a Delaware corporation (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the Town of Jerome, a municipal corporation (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (hereinafter called the "Easement Premises") for purposes of maintaining underground sewer lines and related facilities:

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right over, through, across and under Grantor's Property to construct, install, reconstruct, replace, remove, repair, operate and maintain underground sewer lines, pipes, mains and facilities (hereinafter called "Grantee Facilities"), together with the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and with the right to use lands adjacent to said Easement Premises as may reasonably be required during temporary periods of construction, reconstruction, maintenance or repair.

Grantee shall be responsible for the maintenance, repair and replacement of all Grantee Facilities located within the Easement Premises at its sole cost and expense, other than repairs or replacements as a result of damage to Grantee Facilities caused by Grantor, its contractors, subcontractors, employees, agents or representatives, which shall be the obligation of Grantor.

Grantee agrees that the Grantee Facilities, as of the time of completion of construction, will be constructed in accordance with the minimum standards and requirements of Yavapai County, the City of Jerome, and all applicable permitting agencies for the design, engineering and construction of sewer facilities.

Grantee shall allow no liens to attach to the Grantor Property, or any parts thereof or any interest therein, out of work performed by, for, or on behalf of Grantee, its contractors, subcontractors, employees or agents. Grantee agrees that in the event that any lien is filed with respect all or any part of the Grantor Property arising out of work performed by, for, or on behalf of Grantee, Grantee shall, within thirty (30) days after written notice that said lien has been filed, either pay the claim secured by such lien or remove such lien from the Grantor Property by bond (in cash form or otherwise). In the event Grantee fails to do so, then Grantor may pay and satisfy such lien or remove such lien by bond (in cash form or otherwise), and shall be reimbursed by Grantee for all costs and expenses actually incurred in connection therewith, including costs and attorneys' fees.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this Easement, Grantor reserves the right to use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of the Grantee Facilities.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within or adjacent to the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, and their respective assigns, lessees, and successors in title.

This Agreement constitutes the entire agreement relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and/or assigns) which written document shall be recorded in the public records of Yavapai County, Arizona.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Verde Exploration Ltd. has caused this Sewer Easement to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 2025.

VERDE EXPLORATION LTD,  
A Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025  
by \_\_\_\_\_, the \_\_\_\_\_ of Verde Exploration Ltd., a Delaware Corporation.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal: \_\_\_\_\_  
Notary Public Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

**EXHIBIT "B"**  
**EASEMENT PREMISES**



**SOUTHWESTERN  
ENVIRONMENTAL  
CONSULTANTS, INC.**

www.sec-landmgt.com  
info@sec-landmgt.com

**19-1101CS  
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Verde Exploration**

### **LEGAL DESCRIPTION**

A parcel of land located in Section 23, Township 16 North, Range 2 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

**Commencing** at a 1/2" rebar with plastic cap stamped "JJ&A LS 4491" at the common corner of Lot 12, Block 1 and Lot 1, Block 3 of Dundee Place as recorded in Book 3 of Maps and Plats, Page 10, Yavapai County, and as shown on Results of Survey recorded Instrument 2018-0029087, Yavapai County, Arizona, from which a scribed "X" in concrete at Corner No. 1 of said Dundee Place as shown on said Results of Survey, lies North 77°44'17" East, used as the **Basis of Bearings** for this description, a distance of 815.56 feet;

**Thence**, South 77°45'28" West a distance of 181.35 feet, to a 1/2" rebar with plastic cap stamped "LS 3387",

**Thence**, South 77°20'45" West a distance of 515.91 feet to a point;

**Thence**, continuing, South 77°20'45" West a distance of 112.50 feet to a point,

**Thence**, South 46°25'56" West a distance of 99.51 feet to a point,

**Thence**, South 45°10'54" West a distance of 266.20 feet to a point;

**Thence**, South 38°16'28" West a distance of 316.66 feet, to the **True Point of Beginning**.



***Growth is inevitable...it's planning that makes the difference.***

825 COVE PARKWAY, STE A, COTTONWOOD, AZ 86326 • (928) 634-5889 • www.sec-landmgt.com



**Thence**, North 68°40'49" East a distance of 115.21 feet to a point;

**Thence**, South 36°11'07" West a distance of 113.12 feet to a point;

**Thence**, South 40°42'59" West a distance of 17.46 feet to **Point "A"**;

**Thence**, continuing, South 40°42'59" West a distance of 15.29 feet to a point;

**Thence**, continuing, South 40°42'59" West a distance of 67.25 feet to a point;

**Thence**, South 07°01'09" West a distance of 28.00 feet to a point;

**Thence**, South 51°06'55" West a distance of 60.00 feet to a point;

**Thence**, South 56°24'18" West a distance of 68.00 feet to a point;

**Thence**, South 33°49'52" West a distance of 42.00 feet to a point,

**Thence**, South 49°03'03" West a distance of 23.00 feet to a point,

**Thence**, South 64°56'01" West a distance of 80.00 feet to a point,



**Thence**, South 48°40'36" West a distance of 56.00 feet to a point,

**Thence**, South 67°19'45" West a distance of 125.00 feet to a point,

**Thence**, South 70°27'59" West a distance of 2.35 feet to a point,

**Thence**, continuing, South 70°27'59" West a distance of 23.46 feet **Point "B"**,

**Thence**, continuing, South 70°27'59" West a distance of 23.46 feet

**Thence**, continuing, South 70°27'59" West a distance of 35.73 feet to a point,

**Thence**, South 48°26'19" West a distance of 42.00 feet to a point,

**Thence**, North 59°19'10" West a distance of 20.00 feet to a point,

**Thence**, North 00°46'46" West a distance of 12.00 feet to a point,

**Thence**, North 15°06'11" East a distance of 32.00 feet to a point,

**Thence**, North 73°28'24" East a distance of 98.00 feet to a point,

**Thence**, North 21°10'41" East a distance of 10.00 feet to a point,

**Thence**, North 46°53'58" East a distance of 15.78 feet to **Point "C"**,

**Thence**, continuing, North 46°53'58" East a distance of 15.78 feet to a point,



**Thence**, North 64°47'21" East a distance of 24.97 feet to a point,

**Thence**, North 69°18'26" East a distance of 22.39 feet to a point,

**Thence**, North 63°22'24" East a distance of 23.78 feet to a point,

**Thence**, North 57°23'49" East a distance of 23.48 feet to a point,

**Thence**, North 55°10'50" East a distance of 169.06 feet to a point,

**Thence**, North 48°30'36" East a distance of 94.11 feet to a point,

**Thence**, North 37°24'02" East a distance of 158.14 feet to a point,

**Thence**, North 38°16'28" East a distance of 19.58 feet to the **True Point of Beginning**.

**TOGETHER WITH THE FOLLOWING, BEING A STRIP OF LAND 30 FEET WIDE AND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**Beginning** at the aforementioned Point "A";

**Thence**, South 38°07'37" East a distance of 12.10 feet

**Thence**, South 12°24'16" East a distance of 193.53 feet to the **Terminus** of said centerline, with said centerline and sidelines extended or trimmed on the northwesterly line of a parcel per Book 182 of Land Surveys, Page 44, Yavapai County Arizona.



**TOGETHER WITH THE FOLLOWING, BEING A STRIP OF LAND 30 FEET WIDE AND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**Beginning** at the aforementioned **Point “B”**;

**Thence**, South 30°42’54” West a distance of 595.81 feet to the **Terminus** of said centerline, with said centerline and sidelines extended or trimmed on the easterly sideline of a 50 foot wide Easement per Book 2050 of Official Records, Page 220, Yavapai County Arizona.

**TOGETHER WITH THE FOLLOWING, BEING A STRIP OF LAND 30 FEET WIDE AND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**Beginning** at the aforementioned **Point “C”**;

**Thence**, North 61°11’31” West a distance of 55.55 feet to a point,

**Thence**, North 72°07’48” West a distance of 306.93 feet to **Point “D”**,

**Thence**, South 09°37’55” East a distance of 57.63 feet to a point,

**Thence**, South 02°35’06” East a distance of 49.50 feet to a point,

**Thence**, South 04°28’26” West a distance of 224.78 feet to the **Terminus** of said centerline, with said centerline and sidelines extended or trimmed on the easterly sideline of a 50 foot wide Easement per Book 2050 of Official Records, Page 220, Yavapai County Arizona.



**TOGETHER WITH THE FOLLOWING, BEING A STRIP OF LAND 30 FEET WIDE AND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**Beginning** at the aforementioned **Point “D”**;

**Thence**, North 72°07'48” West a distance of 120.35 feet to a point,

**Thence**, North 45°17'46” West a distance of 61.93 feet to a point,

**Thence**, North 04°01'09” East a distance of 58.05 feet to **Point “E”**,

**Thence**, North 81°43'51” West a distance of 44.17 feet to the **Terminus** of said centerline, with said centerline and sidelines extended or trimmed on the easterly sideline of a 50 foot wide Easement per Book 2050 of Official Records, Page 220, Yavapai County Arizona.

**TOGETHER WITH THE FOLLOWING, BEING A STRIP OF LAND 30 FEET WIDE AND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

**Beginning** at the aforementioned **Point “E”**;

**Thence**, North 40°21'03” East a distance of 187.96 feet to a point,

**Thence**, North 01°53'25” West a distance of 31.68 feet to a point,

**Thence**, North 23°12'50” West a distance of 17.84 feet to a point,

**Thence**, North 42°50'37” West a distance of 30.46 feet to a point,



**Thence**, North 68°05'56" West a distance of 217.54 feet to a point,

**Thence**, South 64°41'01" West a distance of 41.37 feet to the **Terminus** of said centerline, with said centerline and sidelines extended or trimmed on the easterly sideline of a 50 foot wide Easement per Book 2050 of Official Records, Page 220, Yavapai County Arizona.

With the sidelines from Points "A", "B" and "C" extended or trimmed on the first described area hereon.

Total area described hereon containing **2.50 acres** more or less and being subject to any easements or encumbrances of record.

*The description hereon was prepared by SEC Inc. on January 14, 2025.*

*SEC Inc. and the registrant cited below will not be responsible for errors committed by others if this description is not reproduced in its entirety exactly as written above including this disclaimer. No liability is accepted for misuse or assumptions made by unauthorized users.*

*The description above is graphically depicted in the Exhibit attached hereto and made a part hereof without which this document is to be considered incomplete.*

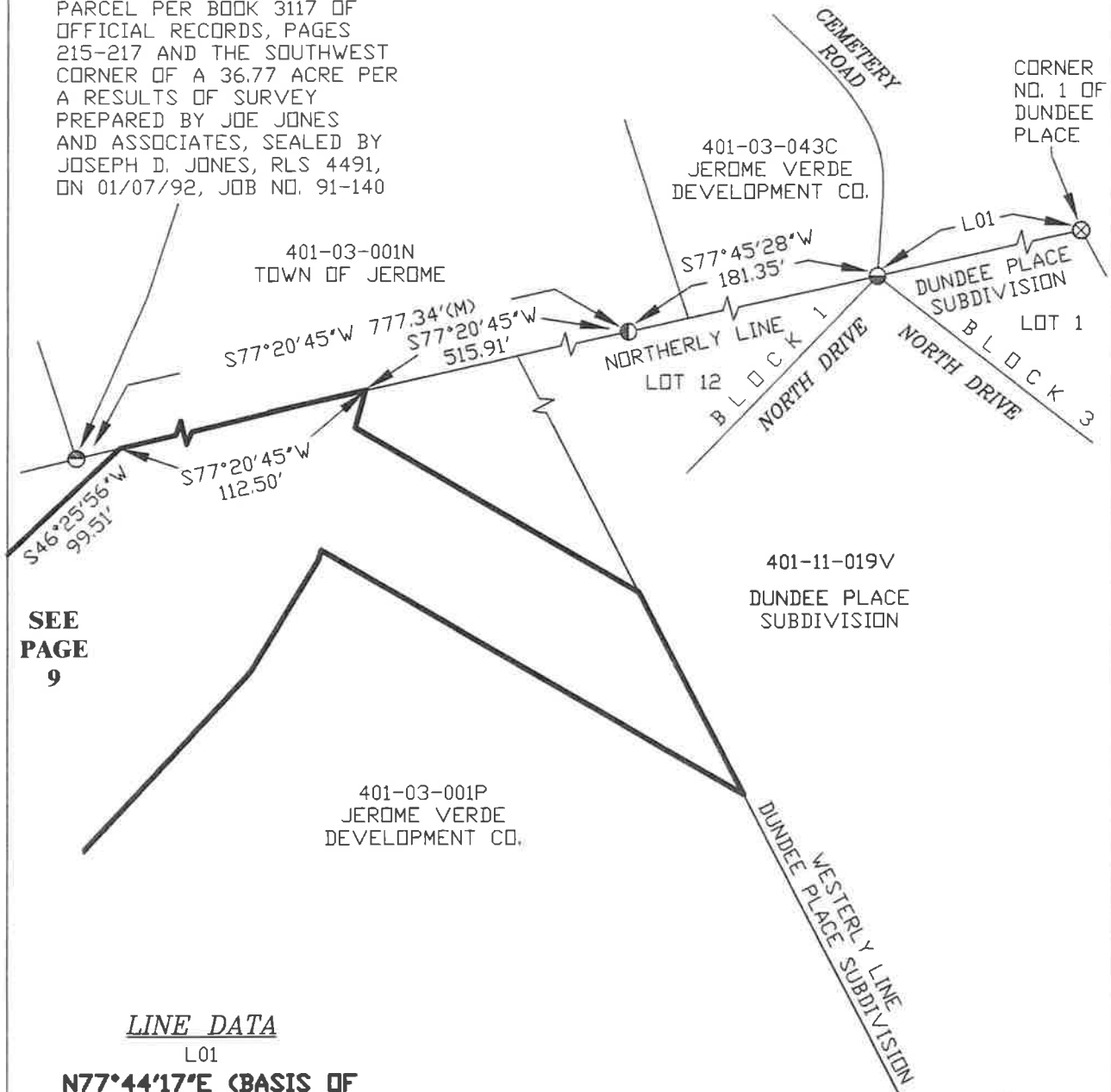
*The author of this description is Mark J. Farr RLS 40829.*



# EXHIBIT

LOCATED IN SECTION 23, T.16N., R.2E.,  
GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

SOUTHWEST CORNER OF A  
PARCEL PER BOOK 3117 OF  
OFFICIAL RECORDS, PAGES  
215-217 AND THE SOUTHWEST  
CORNER OF A 36.77 ACRE PER  
A RESULTS OF SURVEY  
PREPARED BY JOE JONES  
AND ASSOCIATES, SEALED BY  
JOSEPH D. JONES, RLS 4491,  
ON 01/07/92, JOB NO. 91-140



SEE  
PAGE  
9

## LINE DATA

L01

**N77°44'17"E (BASIS OF  
BEARINGS PER G.P.S.)**

N77°45'00"E 815.56'(R1)  
815.56'(M)

## LEGEND

- INDICATES FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "JJ&A LS 4491"
- ⊗ INDICATES FOUND SCRIBED "X" IN CONCRETE
- INDICATES FOUND 1/2" REBAR WITH OBLITERATED PLASTIC CAP
- INDICATES FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 33873"
- (M) INDICATES MEASURED DIMENSIONS
- (R1) INDICATES DIMENSIONS PER RESULTS OF SURVEY INSTRUMENT 2018-0029087



## TOWN OF JEROME



825 COVE PARKWAY, SUITE A  
COTTONWOOD, ARIZONA 86326  
(928) 634-5889  
www.sec-landmgt.com

EXHIBIT  
SECTION 23  
T.16N., R.2E.

DATE 01/14/25	DRAWN B.L.S.	SHEET 8 OF 14
SCALE NONE	CHECKED M.J.F.	19-1101CE Town Jerome "Exhibit.dwg"

# EXHIBIT

LOCATED IN SECTION 23, T.16N., R.2E.,  
GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

401-03-001N  
TOWN OF JEROME

SEE PAGE 8

401-03-001P  
JEROME VERDE  
DEVELOPMENT CO.

401-03-001P  
JEROME VERDE  
DEVELOPMENT CO.

401-03-031D  
VERDE  
EXPLORATION  
LTD

±2.50 ACRES

POINT "A"

SEE  
PAGE  
10



401-07-131

401-07-130

TOWN OF JEROME



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SECTION 23  
T.16N., R.2E.

DATE	DRAWN	SHEET
01/14/25	B.L.S.	9 OF 14
SCALE NONE	CHECKED M.J.F.	19-1101CE Town Jerome "Exhibit.dwg"



# EXHIBIT

LOCATED IN SECTION 23, T.16N., R.2E.,  
GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

401-03-001P  
JEROME VERDE  
DEVELOPMENT CO.

**POINT "A"**

SEE  
PAGE  
9

401-03-031D  
VERDE  
EXPLORATION  
LTD

**±2.50 ACRES**

401-09-005H  
VERDE  
EXPLORATION  
LTD

**±2.50 ACRES**

SEE  
PAGES  
11-12

SEE  
PAGE  
14

401-03-031D  
VERDE  
EXPLORATION  
LTD

401-07-130

401-07-129

401-07-128A

401-07-127A

U.S. 89A

401-03-029D  
VERDE  
EXPLORATION  
LTD

**POINT "B"**

DOUGLAS ROAD  
50' EASEMENT PER  
BOOK 2050 OF OFFICIAL  
RECORDS, PAGE 220

SEE  
PAGE 11

401-03-029D  
VERDE  
EXPLORATION  
LTD



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**EXHIBIT  
SECTION 23  
T.16N., R.2E.**

DATE  
01/14/25

DRAWN  
B.L.S.

SHEET  
10 OF 14

SCALE  
NONE

CHECKED  
M.J.F.

19-1101CE  
Town Jerome  
"Exhibit.dwg"

# EXHIBIT

LOCATED IN SECTION 23, T.16N., R.2E.,  
GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

SEE  
PAGE  
12

401-09-005H  
VERDE  
EXPLORATION  
LTD

SEE  
PAGE  
14

## LINE TABLE

L1
S70°27'59"W 35.73'
L2
S48°26'19"W 42.00'
L3
N59°19'10"W 20.00'
L4
N00°46'46"W 12.00'
L5
N15°06'11"E 32.00'
L6
N73°28'24"E 98.00'
L7
N21°10'41"E 10.00'
L8
N46°53'58"E 15.78'
TIE ONLY
L9
N46°53'58"E 15.78'
TIE ONLY
L10
N64°47'21"E 24.97'
L11
N69°18'26"E 22.39'
L12
N63°22'24"E 23.78'
L13
N57°23'49"E 23.48'

401-09-005H  
VERDE  
EXPLORATION  
LTD

POINT "C"

SEE  
PAGE  
10

±2.50 ACRES

POINT "B"

401-03-029D  
VERDE  
EXPLORATION  
LTD

401-03-029D  
VERDE  
EXPLORATION  
LTD



DOUGLAS ROAD  
50' EASEMENT PER  
BOOK 2050 OF OFFICIAL  
RECORDS. PAGE 220

## TOWN OF JEROME



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EXHIBIT  
SECTION 23  
T.16N., R.2E.

DATE  
01/14/25

DRAWN  
B.L.S.

SHEET  
11 OF 14

SCALE  
NONE

CHECKED  
M.J.F.

19-1101CE  
Town Jerome  
"Exhibit.dwg"

# EXHIBIT

± 2.50 ACRES

LOCATED IN SECTION 23, T.16N., R.2E.,  
GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

SEE  
PAGE  
13

401-03-029D  
VERDE  
EXPLORATION  
LTD

401-09-005H  
VERDE  
EXPLORATION  
LTD

SEE  
PAGE  
14

POINT  
"D"

POINT "C"

± 2.50 ACRES

SEE PAGE 11  
FOR L1-L13

SEE  
PAGE  
11

POINT  
"B"

DOUGLAS ROAD  
50' EASEMENT PER  
BOOK 2050 OF OFFICIAL  
RECORDS, PAGE 220

401-03-029D  
VERDE  
EXPLORATION  
LTD

401-03-029D  
VERDE  
EXPLORATION  
LTD



TOWN OF JEROME

EXHIBIT  
SECTION 23  
T.16N., R.2E.



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DATE  
01/14/25

DRAWN  
B.L.S.

SHEET  
12 OF 14

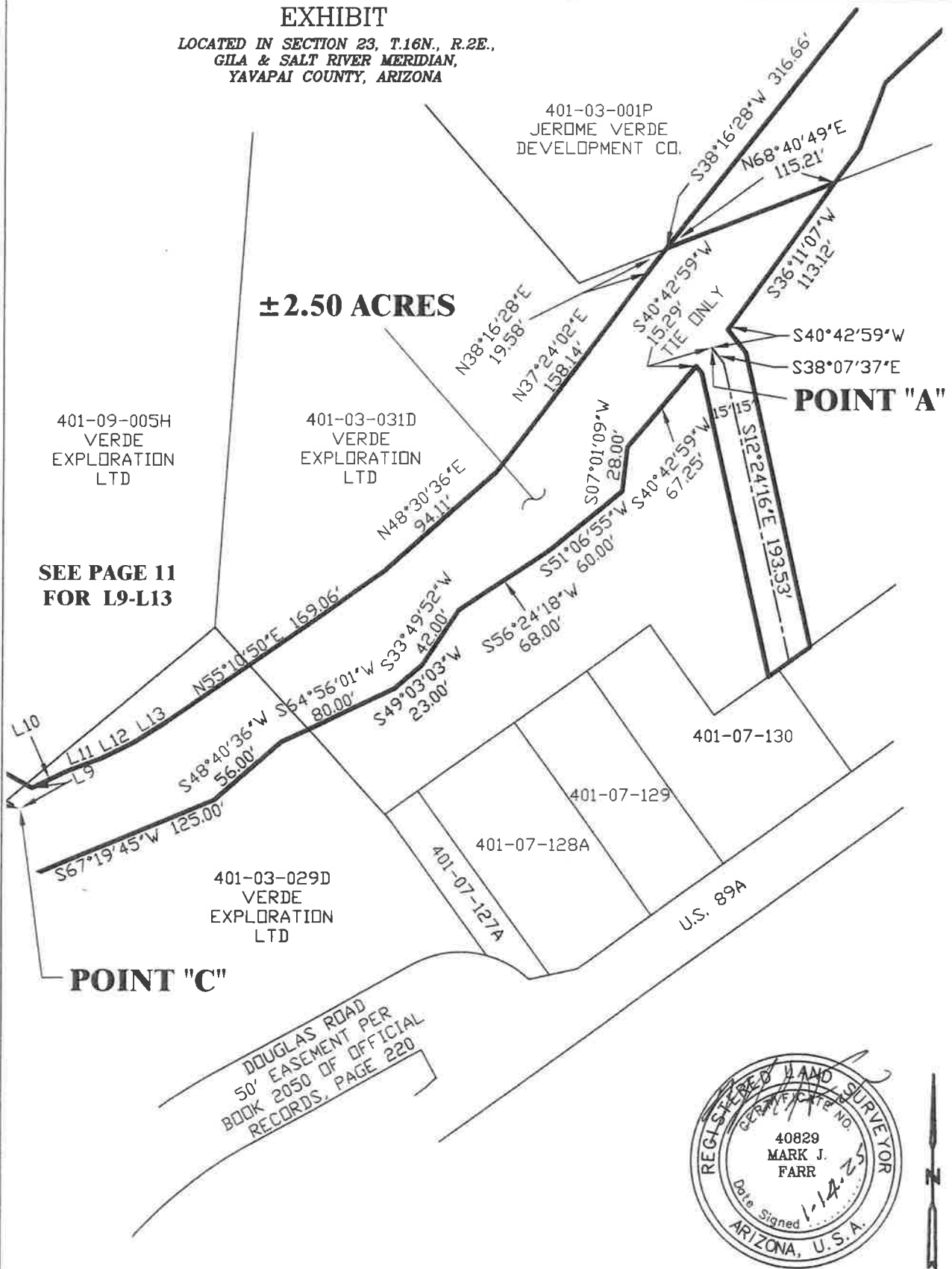
SCALE  
NONE

CHECKED  
M.J.F.

19-1101CE  
Town Jerome  
"Exhibit.dwg"

# EXHIBIT

LOCATED IN SECTION 23, T.16N., R.2E.,  
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YAVAPAI COUNTY, ARIZONA



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EXHIBIT  
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T.16N., R.2E.

DATE 01/14/25	DRAWN B.L.S.	SHEET 14 OF 14
SCALE NONE	CHECKED M.J.F.	19-1101CE Town Jerome "Exhibit.dwg"

# EXHIBIT 2

(Jerome Verde Sewer Easement)

## **SEWER EASEMENT**

Jerome Verde Development Co., a Delaware corporation (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the Town of Jerome, a municipal corporation (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (hereinafter called the "Easement Premises") for purposes of maintaining underground sewer lines and related facilities:

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right over, through, across and under Grantor's Property to construct, install, reconstruct, replace, remove, repair, operate and maintain underground sewer lines, pipes, mains and facilities (hereinafter called "Grantee Facilities"), together with the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and with the right to use lands adjacent to said Easement Premises as may reasonably be required during temporary periods of construction, reconstruction, maintenance or repair.

Grantee shall be responsible for the maintenance, repair and replacement of all Grantee Facilities located within the Easement Premises at its sole cost and expense, other than repairs or replacements as a result of damage to Grantee Facilities caused by Grantor, its contractors, subcontractors, employees, agents or representatives, which shall be the obligation of Grantor.

Grantee agrees that the Grantee Facilities, as of the time of completion of construction, will be constructed in accordance with the minimum standards and requirements of Yavapai County, the City of Jerome, and all applicable permitting agencies for the design, engineering and construction of sewer facilities.

Grantee shall allow no liens to attach to the Grantor Property, or any parts thereof or any interest therein, out of work performed by, for, or on behalf of Grantee, its contractors, subcontractors, employees or agents. Grantee agrees that in the event that any lien is filed with respect all or any part of the Grantor Property arising out of work performed by, for, or on behalf of Grantee, Grantee shall, within thirty (30) days after written notice that said lien has been filed, either pay the claim secured by such lien or remove such lien from the Grantor Property by bond (in cash form or otherwise). In the event Grantee fails to do so, then Grantor may pay and satisfy such lien or remove such lien by bond (in cash form or otherwise), and shall be reimbursed by Grantee for all costs and expenses actually incurred in connection therewith, including costs and attorneys' fees.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this Easement, Grantor reserves the right to use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of the Grantee Facilities.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within or adjacent to the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, and their respective assigns, lessees, and successors in title.

This Agreement constitutes the entire agreement relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and/or assigns) which written document shall be recorded in the public records of Yavapai County, Arizona.

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## **EXHIBIT “A”**

### **LEGAL DESCRIPTION OF GRANTOR’S PROPERTY**

**EXHIBIT "B"**  
**EASEMENT PREMISES**



**SOUTHWESTERN  
ENVIRONMENTAL  
CONSULTANTS, INC.**

www.sec-landmgt.com  
info@sec-landmgt.com

**19-1101CS**

**Page 1 of 5**

**Jerome Verde Development**

### **LEGAL DESCRIPTION**

A parcel of land located in Section 23, Township 16 North, Range 2 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

**Commencing** at a 1/2" rebar with plastic cap stamped "JJ&A LS 4491" at the common corner of Lot 12, Block 1 and Lot 1, Block 3 of Dundee Place as recorded in Book 3 of Maps and Plats, Page 10, Yavapai County, and as shown on Results of Survey recorded Instrument 2018-0029087, Yavapai County, Arizona, from which a scribed "X" in concrete at Corner No. 1 of said Dundee Place as shown on said Results of Survey, lies North 77°44'17" East, used as the **Basis of Bearings** for this description, a distance of 815.56 feet;

**Thence**, South 77°45'28" West a distance of 181.35 feet, to a 1/2" rebar with plastic cap stamped "LS 3387",

**Thence**, South 77°20'45" West a distance of 515.91 feet the **True Point of Beginning**,

**Thence**, South 15°39'36" West a distance of 9.40 feet to a point;

**Thence**, South 59°49'15" East a distance of 80.41 feet to a point on the westerly line of said Dundee Place,

**Thence**, South 27°13'46" East, per said Results of Survey, a distance of 55.70 feet to a point;

**Thence**, North 59°49'15" West a distance of 119.56 feet to a point;

**Thence**, South 15°39'36" West a distance of 2.61 feet to a point;



***Growth is inevitable...it's planning that makes the difference.***

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**Thence,** South 31°28'33" West a distance of 32.00 feet to a point;

**Thence,** South 42°41'27" West a distance of 60.00 feet to a point;

**Thence,** South 61°37'12" West a distance of 112.00 feet to a point;

**Thence,** South 34°28'24" West a distance of 42.00 feet to a point;

**Thence,** South 45°15'42" West a distance of 65.00 feet to a point;

**Thence,** South 47°01'24" West a distance of 250.00 feet to a point;

**Thence,** South 21°03'12" West a distance of 45.00 feet to a point;

**Thence,** South 36°11'07" West a distance of 26.88 feet to a point;

**Thence,** South 68°40'49" West a distance of 115.21 feet to a point;

**Thence,** North 38°16'28" East a distance of 316.66 feet to a point,

**Thence,** North 45°10'54" East a distance of 256.20 feet to a point,

**Thence,** North 46°25'56" East a distance of 99.51 feet to a point,



**Thence**, North 77°20'45" East a distance of 112.50 feet to the **True Point of Beginning** and containing **1.11 acres** more or less and being subject to any easements or encumbrances of record.

*The description hereon was prepared by SEC Inc. on January 14, 2025.*

*SEC Inc. and the registrant cited below will not be responsible for errors committed by others if this description is not reproduced in its entirety exactly as written above including this disclaimer. No liability is accepted for misuse or assumptions made by unauthorized users.*

*The description above is graphically depicted in the Exhibit attached hereto and made a part hereof without which this document is to be considered incomplete.*

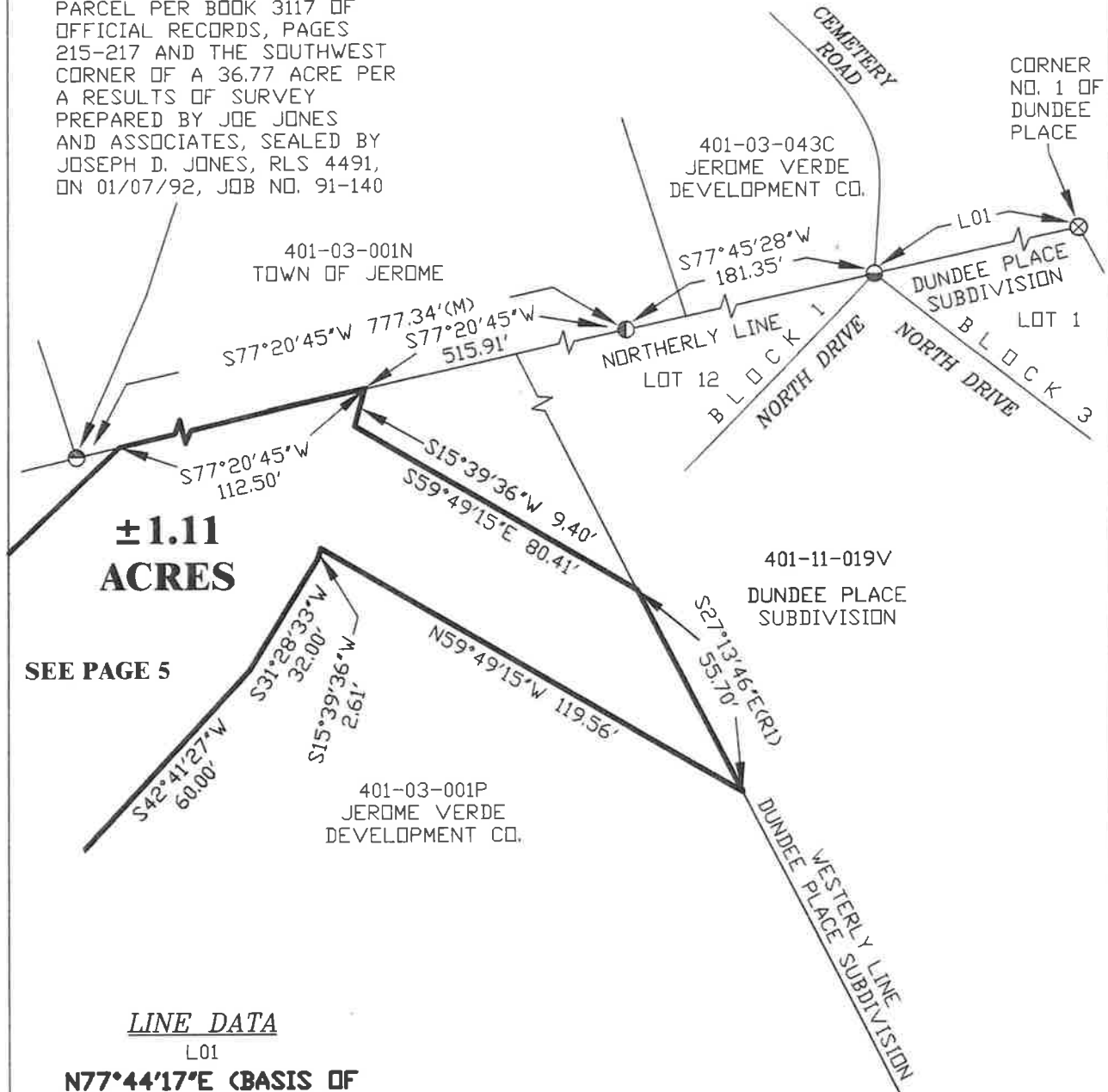
*The author of this description is Mark J. Farr RLS 40829.*



# EXHIBIT

LOCATED IN SECTION 23, T.16N., R.2E.,  
GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA

SOUTHWEST CORNER OF A  
PARCEL PER BOOK 3117 OF  
OFFICIAL RECORDS, PAGES  
215-217 AND THE SOUTHWEST  
CORNER OF A 36.77 ACRE PER  
A RESULTS OF SURVEY  
PREPARED BY JOE JONES  
AND ASSOCIATES, SEALED BY  
JOSEPH D. JONES, RLS 4491,  
ON 01/07/92, JOB NO. 91-140



SEE PAGE 5

## LINE DATA

L01

**N77°44'17"E (BASIS OF  
BEARINGS PER G.P.S.)**

N77°45'00"E 815.56'(R1)  
815.56'(M)

## LEGEND

- INDICATES FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED 'JJ&A LS 4491'
- ⊗ INDICATES FOUND SCRIBED 'X' IN CONCRETE
- INDICATES FOUND 1/2" REBAR WITH OBLITERATED PLASTIC CAP
- INDICATES FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED 'LS 33873'
- (M) INDICATES MEASURED DIMENSIONS
- (R1) INDICATES DIMENSIONS PER RESULTS OF SURVEY INSTRUMENT 2018-0029087



## TOWN OF JEROME



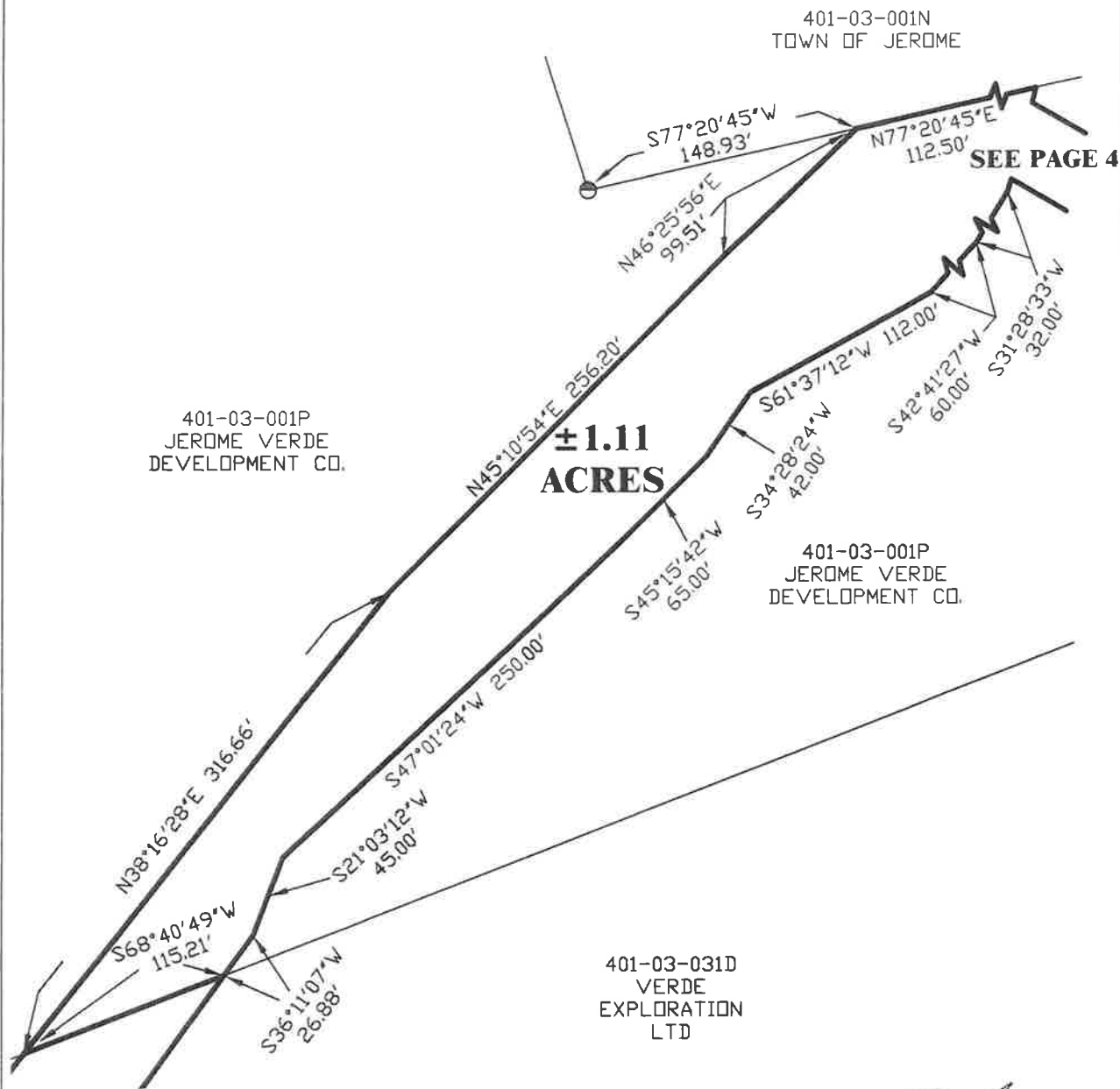
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EXHIBIT  
SECTION 23  
T.16N., R.2E.

DATE 01/14/25	DRAWN B.L.S.	SHEET 4 OF 5
SCALE NONE	CHECKED M.J.F.	18-11010CE Town Jerome "Exhibit.dwg"

# EXHIBIT

LOCATED IN SECTION 23, T.16N., R.2E.,  
GILA & SALT RIVER MERIDIAN,  
YAVAPAI COUNTY, ARIZONA



## TOWN OF JEROME



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EXHIBIT  
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T.16N., R.2E.

DATE  
01/14/25

DRAWN  
B.L.S.

SHEET  
5 OF 5

SCALE  
NONE

CHECKED  
M.J.F.

19-1101CE  
Town Jerome  
Exhibit.dwg

# EXHIBIT 3

(Cemetery Road Easement)



## **ROADWAY EASEMENT**

Jerome Verde Development Co., a Delaware corporation (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

### **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the Town of Jerome, a municipal corporation (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (hereinafter called the "Easement Premises") for purposes of maintaining a public roadway:

### **SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right over, through, across and under Grantor's Property to construct, install, reconstruct, improve, replace, remove, repair, operate and maintain a public roadway and related facilities (hereinafter called "Grantee Facilities"), together with the right of ingress and egress across the Grantor's Property to, from and along the Easement Premises and with the right to use lands adjacent to said Easement Premises as may reasonably be required during temporary periods of construction, reconstruction, maintenance or repair.

Grantee shall be responsible for the maintenance, repair and replacement of all Grantee Facilities located within the Easement Premises at its sole cost and expense, other than repairs or replacements as a result of damage to Grantee Facilities caused by Grantor, its contractors, subcontractors, employees, agents or representatives, which shall be the obligation of Grantor.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant any vegetation or alter ground level by cut or fill within the limits of the Easement Premises without the prior written consent of Grantee.

Subject to all other provisions of this Easement, Grantor reserves the right to use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of the Grantee Facilities.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee adjacent to the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair, use or other work performed by Grantee within the Easement Premises.

Grantee shall maintain a dual lock on a gate within the Easement Premises at the entrance to the existing cemetery that can be opened independently by both parties. Grantee may erect a fence and gate on the north side of the cemetery within the Easement Premises ("North Side Fence") at its sole cost and expense, provided that dual locks are maintained on the North Side Fence gate that can be opened independently by the parties, and further provided that the Easement Premises north of the North Side Fence may only be used by Grantor, Grantee and their successors, assigns, contractors, employees, agents and representatives. Grantee will be solely responsible for any costs and expenses incurred in installing, maintaining, repairing, and/or replacing the North Side Fence.

The cemetery is an historical site. No work or disturbance is allowed beyond the existing roadway. Road improvements are limited to gravel resurfacing only.

Grantee shall allow no liens to attach to the Grantor Property, or any parts thereof or any interest therein, out of work performed by, for, or on behalf of Grantee, its contractors, subcontractors, employees or agents. Grantee agrees that in the event that any lien is filed with respect all or any part of the Grantor Property arising out of work performed by, for, or on behalf of Grantee, Grantee shall, within thirty (30) days after written notice that said lien has been filed, either pay the claim secured by such lien or remove such lien from the Grantor Property by bond (in cash form or otherwise). In the event Grantee fails to do so, then Grantor may pay and satisfy such lien or remove such lien by bond (in cash form or otherwise), and shall be reimbursed by Grantee for all costs and expenses actually incurred in connection therewith, including costs and attorneys' fees.

All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor and Grantee, and their respective assigns and successors in title.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

This Agreement constitutes the entire agreement relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and/or assigns) which written document shall be recorded in the public records of Yavapai County, Arizona.

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## **EXHIBIT “A”**

### **LEGAL DESCRIPTION OF GRANTOR’S PROPERTY**

**EXHIBIT "B"**  
**EASEMENT PREMISES**

# EXHIBIT 4

EARTHWORK ESTIMATE (CUMIC YARD/PI)				
AREA	CUT	FILL	NET	
NORTH DRIVE IMPROVEMENTS	101	72	29 CUT	
WHP ACCESS ROAD	1037	1037	3801 CUT	
WHP POND	493	897	96 CUT	
LOWER WHP SITE ACCESS RD	9	249	299 FILL	
SEWER ACCESS RD	527	20	486 CUT	
SHOWDITCH	141	0	141 CUT	
		TOTAL	4 286 CUT	

NO INCREASE OR DECREASE FACTORS APPLIED. EARTHWORK IS FINISHED.

\*NO SHRINKAGE OR EXPANSION FACTORS APPLIED EA

1. ACCESS ROAD IS DESIGNED TO ACCOMMODATE AN ASHTO SU-20 TRUCK (APPROXIMATELY 30' LONG SINGLE UNIT TRUCK)
2. CONTOURS SHOWN
3. THE CEMETARY IS A HISTORIC SITE. ANY WORK OR IMPROVEMENTS WITHIN THE HISTORIC SITE SHALL COMPLY WITH THE GOVERNING RESTRICTIONS. THE CONTRACTOR SHALL CONSULT WITH THE TOWN TO DETERMINE THE RESTRICTIONS.
4. NEW ACCESS EASEMENTS ARE NEEDED FOR ACCESS TO THE TREATMENT AREA. THE EXISTING PRIVATE PROPERTIES SHOWN. EASEMENTS ARE SHOWN FOR REFERENCE ONLY. FINAL DETAILS TO BE COORDINATED BY THE

