

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 106-10-003

A.R.S. § 11-1134(A)(3)

ROAD AND UTILITY EASEMENT

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Elk Ridge Group, LLC, an Arizona Limited Liability Company] (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, a non-exclusive easement for roadway and utility purposes over, under, upon, and across the real property legally described and depicted in the attached Exhibit “A” and “A-1” (“the easement”) subject to the following terms and conditions:

1. Grantee may use the easement for construction, operation, maintenance, modification, replacement, and repair of the roadway, all related appurtenances, and public utility facilities, including but not limited to electricity, energy, gas, water, sewer, telephone facilities, telecommunications, internet, and cable television facilities, subject to applicable laws.
2. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with the easement purposes, as determined in Grantee’s reasonable discretion.
3. Upon completion of any work by Grantee, its employees, contractors, or licensees in the easement, Grantee shall restore the real property surrounding Grantee facilities to its prior condition.
4. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee’s ability to use the easement.
5. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
6. The easement shall commence on the date of execution and shall automatically terminate, without further action by either party upon the acceptance and recordation of a dedication of public right-of-way by the City of Flagstaff covering all or substantially all of the Easement Area, as evidenced by a recorded plat, map of dedication, deed of dedication, or other instrument acceptable to the City of Flagstaff.

[Signature page follows]



Exhibit "A"

Legal Description:

A portion of that parcel recorded in Instrument #4009929, records of Coconino County, situated in the Southeast Quarter of Section 26, Township 21 North, Range 7 East, Gila and Salt river Meridian, City of Flagstaff, Coconino County, Arizona, more particularly described as follows;

FROM the Quarter Corner between Sections 26 and 25, said point being a found Bureau of Land Management (BLM) Brass Cap, thence S 89°22'15" W (Basis of Bearings per The City of Flagstaff Low Distortion Projection), along the East-West centerline of said Section 26 for a distance of 563.50 feet to a calculated point, said point being **THE TRUE POINT OF BEGINNING**;

thence S 08°12'56" E, for a distance of 26.74 feet to a calculated point;

thence S 36°45'36" W, for a distance of 57.00 feet to a calculated point;

thence S 81°12'02" W, for a distance of 35.00 feet to a calculated point, said point being a non-tangent point of curvature;

thence along a curve to the left, having a radius of 949.50 feet, through a delta angle of 41°20'05", for an arc distance of 685.00 feet, the chord of said arc bears S 14°12'19" W, for a chord distance of 670.24 feet to a calculated point;

thence S 52°36'03" E, for a distance of 35.12 feet to a calculated point;

thence S 09°42'23" E, for a distance of 56.24 feet to a calculated point;

thence S 33°45'51" W, for a distance of 35.36 feet to a calculated point;

thence S 11°14'09" E, for a distance of 121.91 feet to a calculated point, said point being a non-tangent point of curvature;

thence along a curve to the right, having a radius of 750.50 feet, through a delta angle of 30°38'37", for an arc distance of 401.39 feet, the chord of said arc bears S 04°05'10" W, for a chord distance of 396.62 feet to a calculated point, said point being on the South 1/16th line of said Section 26, from which the South 1/16th corner between said Sections 26 and 25, said point being a found BLM Brass cap, bears N 88°50'30" E, a distance of 795.64 feet;

thence S 88°50'30" W, along said South 1/16th line for a distance of 109.08 feet to a calculated point, said point being a non-tangent point of curvature;

thence along a curve to the left, having a radius of 649.50 feet, through a delta angle of 34°01'33", for an arc distance of 385.71 feet, the chord of said arc bears N 05°46'38" E, for a chord distance of 380.07 feet to a calculated point, said point being a point of tangency;

thence N 11°14'09" W, for a distance of 150.47 feet to a calculated point, said point being a point of curvature;

thence along a curve to the right, having a radius of 1,050.50 feet, through a delta angle of 47°19'53", for an arc distance of 867.81 feet, the chord of said arc bears N 12°25'48" E, for a chord distance of 843.34 feet to a calculated point, said point being on the ease-West centerline of said Section 26;

thence N 89°22'15" E, along said centerline for a distance of 134.73 feet to **THE TRUE POINT OF BEGINNING**;

said portion contains 3.3584 acres of land, more or less, including any easements of record over the above described parcel of land as depicted on **EXHIBIT "A-1"** which is made a part of this document by this reference hereon .

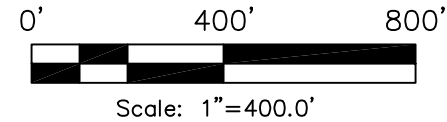


Exhibit "A-1"

A portion of that parcel recorded in Instrument #4009929, records of Coconino County, situated in the Southeast Quarter of Section 26, Township 21 North, Range 7 East, Gila and Salt River Meridain, City of Flagstaff, Coconino County, Arizona.



817 N. HUMPHREYS ST.
 FLAGSTAFF, AZ. 86001
 928.774.5058
 www.NESincAZ.com
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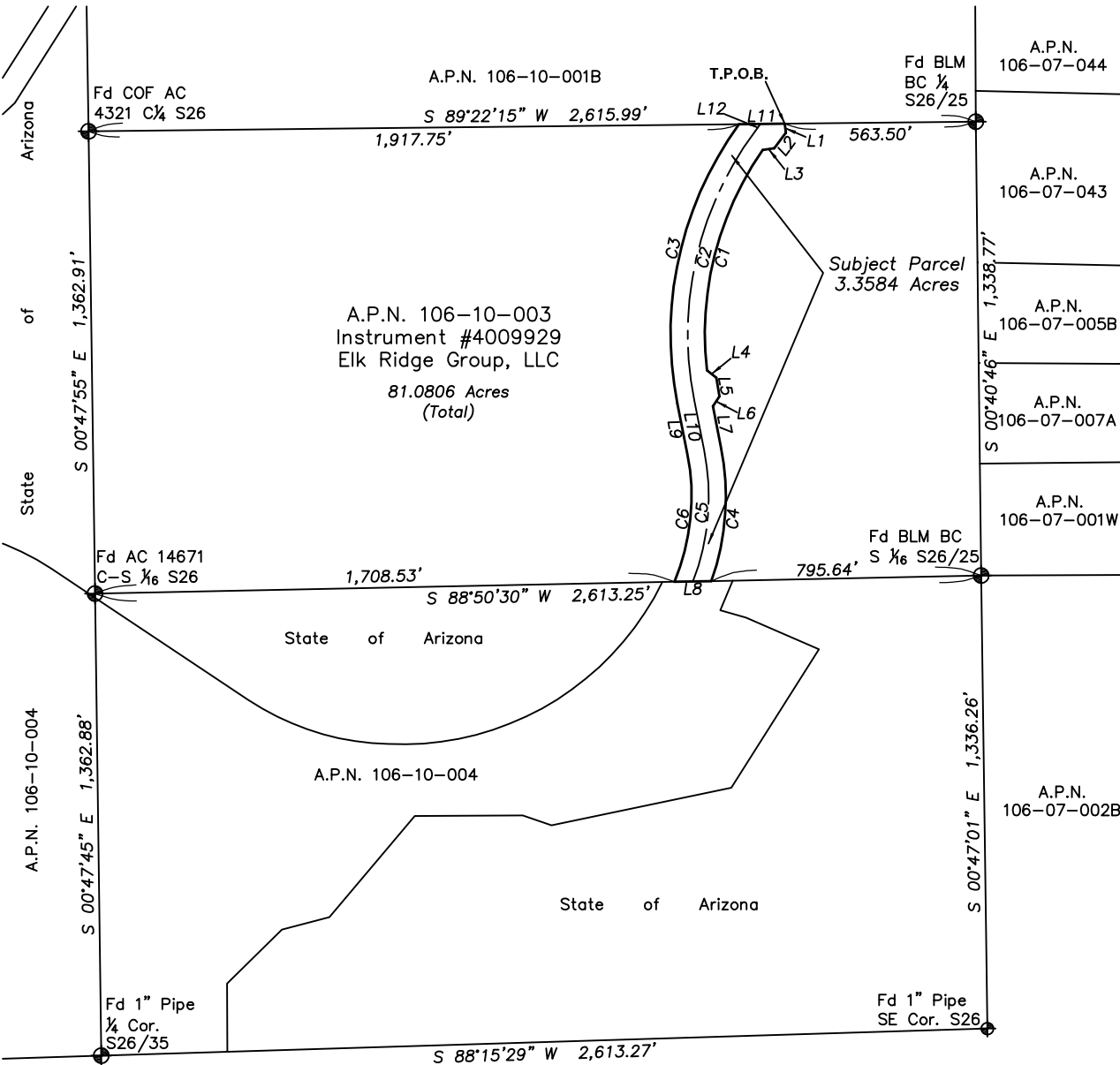


ROBERT WINTER, R.L.S.



CURVE	ARC LEN.	RADIUS	DELTA	CHORD BRG.	CHORD LEN.
C1	685.01'	949.50'	41°20'08"	N 14°12'20" E	670.25'
C2	838.11'	1,000.00'	48°01'12"	N 12°46'27" E	813.79'
C3	867.81'	1,050.50'	47°19'53"	N 12°25'48" E	843.34'
C4	401.39'	750.50'	30°38'37"	S 04°05'10" W	396.62'
C5	393.45'	700.00'	32°12'16"	N 04°51'59" E	388.29'
C6	385.71'	649.50'	34°01'33"	N 05°46'38" E	380.07'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 08°12'56" W	26.74'	L7	N 11°14'09" W	121.91'
L2	N 36°45'36" E	57.00'	L8	N 88°50'30" E	109.08'
L3	N 81°12'02" E	35.00'	L9	S 11°14'09" E	150.47'
L4	S 52°36'03" E	35.12'	L10	S 11°14'09" E	150.47'
L5	N 09°42'23" W	56.24'	L11	N 89°22'15" E	134.73'
L6	N 33°45'51" E	35.36'	L12	S 36°47'04" W	25.95'



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Exempt under: A.R.S. § 11-1134(A)(3)

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Elk Ridge Group, LLC, an Arizona Limited Liability Company (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit “A” and “B” (the “easement”) subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement, and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage (“the drainage system”).
2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.
3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee’s reasonable discretion.
5. Upon completion of any work by Grantee, its employees, contractors, or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee’s ability to use the easement.
7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ____ day of _____, 2026.

Grantor: Elk Ridge Group, LLC

By: _____

Title: _____
Its authorized representative

STATE OF _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this ____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachment:
Exhibit A: Legal Description
Exhibit B: Depiction

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Coconino County APN:_____

PUBLIC UTILITY EASEMENT

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Elk Ridge Group, LLC, an Arizona Limited Liability Company (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, a non-exclusive public utility easement for public use over, under, upon, and across the real property legally described and depicted in the attached Exhibit “A” and “B” (“the easement”) subject to the following terms and conditions:

1. Grantee may use the easement for construction, operation, maintenance, modification, replacement, and repair of public utility facilities including but not limited to electricity, energy, gas, water, sewer, and telephone facilities, and may use the easement for construction, operation, maintenance, modification, replacement, and repair of telecommunications, internet, and cable television facilities, subject to applicable laws.
2. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with the easement purposes, as determined in Grantee’s reasonable discretion.
3. Upon completion of any work by Grantee, its employees, contractors, or licensees in the easement, Grantee shall restore the real property surrounding Grantee facilities to its prior condition.
4. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee’s ability to use the easement.
5. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
6. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this public utility easement to be executed this _____ day of _____, 2026.

Grantor: Elk Ridge Group, LLC

By: _____

Title: _____
Its authorized representative

STATE OF _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

- Attachments:
Exhibit A: Legal Description
Exhibit B: Depiction

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SLOPE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Elk Ridge Group, LLC, an Arizona Limited Liability Company ("Grantor"), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), its successors and assigns, a non-exclusive slope easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit "A" and "B" (the "easement") subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for slope and natural drainage of water purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of slope and natural drainage ways adjacent to roads, sidewalks, trails, and other surface improvements, including without limitation, construction, operation, maintenance, modification, replacement and repair of man-made and natural slopes, soil nails, gabions, retaining walls, erosion control improvements, and vegetation.
2. Grantor is responsible for maintaining the structural integrity of the slope, in compliance with the Flagstaff City Code.
3. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.
4. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
5. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee's reasonable discretion.
5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
6. Grantee and its successors and assigns shall also have the right to use this easement for purposes of constructing an adjacent roadway to be used as ingress/egress to the parcel directly to the south of Grantor's parcel. Grantor reserves the right to grant additional encumbrances within this easement for the construction of said roadway, so long as they do not interfere with Grantee's

Attachments:

Exhibit A: Legal Description

Exhibit B: Depiction

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SPECIAL WARRANTY DEED

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Elk Ridge Group, LLC, an Arizona Limited Liability Company (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, the real property legally described and depicted in the attached Exhibit “A” and “B”, together with all rights and privileges appurtenant thereto, subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear on record.

Grantor hereby binds itself, its successors, and assigns, to warrant and defend title to the real property granted herein against all acts of the Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this ____ day of _____, 202__.

Grantor: _____

By: _____

Title: _____

Its authorized representative

STATE OF _____)

) ss.

County of _____)

ACKNOWLEDGEMENT

On this ____ day of _____, 202__, before me, a Notary Public, personally appeared _____ known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Exhibit A: Legal Description

Exhibit B: Depiction