

When recorded return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING DRAINAGE EASEMENT FROM MOUNTAIN VIEW 88 LLC.

WHEREAS, on April 17, 2024, a Drainage Easement (“Easement”) was executed by Mountain View 88 LLC, an Arizona limited liability company, as (“Grantor”) granting a non-exclusive drainage easement to the public, a copy which is attached hereto as Exhibit A; and

WHEREAS, it is in the best interests of Pinal County to accept the Drainage for non-exclusive drainage purposes;

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Drainage Easement, a copy of which is attached as Exhibit A, is hereby accepted.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2024, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT A
TO
RESOLUTION NO. _____

[Drainage Easement Recorded 4/24/24 – Fee #2024-030270]

See following pages.

Se



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Dana Lewis

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ 85132

DATE/TIME: 04/24/2024 1017
FEE: \$0.00
PAGES: 5
FEE NUMBER: 2024-030270

DRAINAGE EASEMENT

EXEMPT: A.R.S. § 11-1134(A)(2)

THAT, **Mountain View 88 LLC**, an Arizona limited liability company, as Grantor, does hereby grant and convey to the public a non-exclusive drainage easement upon, over, across and through that certain parcel of land situated in Pinal County, Arizona, and described in the attached Exhibit A and made part hereof.

The drainage easement shall be for any drainage purpose including without limitation retention, detention, conveyance and blockage of surface water flows. No use by the Grantor of the area subject to the Drainage Easement shall prohibit or interfere with the drainage use by the public. No use shall be permitted within the drainage easement which would prohibit or interfere with the drainage use.

Maintenance of the drainage easement shall be the responsibility of the Grantor. Should Grantor not adequately maintain the drainage easement, the governing entity having jurisdiction over the area which the drainage easement is located, at its discretion, may enter upon and maintain the drainage easement and charge Grantor the cost of maintenance. Grantor shall have the responsibility to construct, operate, maintain, remove and replace all pipes, mains and water drainage, storage systems and facilities necessary in connection therewith.

All provisions herein shall be binding upon the heirs, successors and assigns of the Grantor.

DATED this 17th day of April, 2024.

Signature of GRANTOR:

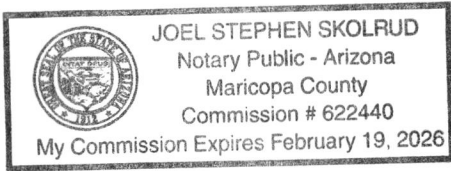
Mountain View 88 LLC, an Arizona limited liability company

By: Becky Frasier
Its: Chief Executive Member

By:
Signature

State of Arizona)
) ss.
County of Maricopa)

The foregoing Drainage Easement was acknowledged before me this 17 day of April, 2024, by Becky Frazier, as Chief Executive Officer of Mountain View 88 LLC, an Arizona limited liability company, for and on behalf thereof.





Notary Public

My Commission Expires: February 19, 2026

EXHIBIT A
Legal Description – See following pages

LEGAL DESCRIPTION OF A 0.129-ACRE VARIABLE-WIDTH DRAINAGE EASEMENT

BEING A VARIABLE-WIDTH DRAINAGE EASEMENT, LYING IN A PORTION OF PARCEL "A" AS SHOWN ON MAP OF MINOR LAND DIVISION 12-0008, FEE #2012-049532, SAID PARCEL "A" LYING IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, BEING MARKED WITH A BRASS CAP, AND FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 11, ALSO MARKED WITH A BRASS CAP, BEARS SOUTH 89 DEGREES 59 MINUTES 41 SECONDS EAST, 5266.61 FEET DISTANT THEREFROM;

THENCE SOUTH 89 DEGREES 59 MINUTES 41 SECONDS EAST, 1316.95 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11;

THENCE SOUTH 89 DEGREES 59 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 59 MINUTES 51 SECONDS EAST RECORDED) ALONG THE SOUTH LINE OF SAID EAST HALF, 841.17 FEET;

THENCE NORTH 10 DEGREES 23 MINUTES 10 SECONDS WEST (NORTH 10 DEGREES 09 MINUTES 54 SECONDS WEST RECORDED), 493.40 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE WITH THE SOUTH LINE OF SAID PARCEL "A" NORTH 79 DEGREES 36 MINUTES 55 SECONDS EAST (NORTH 79 DEGREES 50 MINUTES 06 SECONDS EAST RECORDED), A DISTANCE OF 208.31 FEET TO THE POINT OF BEGINNING;

THENCE CROSSING INTO SAID PARCEL "A" NORTH 30 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 82.93 FEET;

THENCE SOUTH 59 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 30 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 36.00 FEET;

THENCE NORTH 59 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 2.06 FEET;

THENCE NORTH 16 DEGREES 07 MINUTES 35 SECONDS EAST, A DISTANCE OF 25.42 FEET TO A POINT ON A CUSP OF A CURVE LYING ON A COMMON LINE OF SAID PARCEL "A" AND PARCEL "E" AS SHOWN ON SAID MINOR LAND DIVISION MAP;

THENCE WITH SAID CURVE ON THE COMMON LINE OF PARCELS "A" AND "E", HAVING A CHORD BEARING OF SOUTH 32 DEGREES 11 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 64.58

FEET, A RADIUS OF 119.45 FEET, A CENTRAL ANGLE OF 31 DEGREES 22 MINUTES 02 SECONDS,
AN ARC DISTANCE OF 65.39 FEET;

THENCE DEPARTING SAID COMMON LINE OF PARCELS "A" AND "E", CROSSING BACK INTO PARCEL
"A", SOUTH 30 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 68.10 FEET TO THE
SOUTH LINE OF SAID PARCEL "A";

THENCE WITH SAID SOUTH LINE OF PARCEL "A", SOUTH 79 DEGREES 36 MINUTES 55 SECONDS
WEST, A DISTANCE OF 70.04 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED
DRAINAGE EASEMENT, CONTAINING 5,623 SQUARE FEET OR 0.129 ACRES OF LAND MORE OR
LESS.

Saul V. Castillo *12/29/2023*
SAUL V. CASTILLO DATE

