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 A DRAINAGE EASEMENT FROM LOGOS CHRISTIAN ACADEMY.

WHEREAS, on November 18, 2024, a Drainage Easement ("Easement") was executed by Logos Christian Academy, an Arizona non-profit corporation, (Grantor") granting a non-exclusive drainage easement to the public, a copy of which is attached hereto as Exhibit A; with attachments and

WHEREAS, it is in the best interests of Pinal County that the Drainage Easement be accepted by the Pinal County Board of Supervisors for non-exclusive drainage purposes.

THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Drainage Easement 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

[Drainage Easement - Fee# 2024-088599]

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

SR

OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Dana Lewis

DATE/TIME: 11/19/2024 0839
FEE: $0.00
PAGES: 5
FEE NUMBER: 2024-088599

DRAINAGE EASEMENT

EXEMPT: A.R.S. § 11-1134(A)(2)

THAT, **Logos Christian Academy, an Arizona non-profit corporation**, 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 18th day of November, 2024.

Signature of **GRANTOR:**

Logos Christian Academy, an Arizona non-profit corporation

By: Peter Redwine
Its: President

By: _____
Signature

State of ARIZONA)
) ss.
County of Pinal)

The foregoing Drainage Easement was acknowledged before me this 18th day of November, 2024, by Peter Redwin, as President of Logos Christian Academy, an Arizona non-profit corporation, for and on behalf thereof.

LORETTA B RAVELO
Notary Public - Arizona
Pinal County
Commission # 659117
My Comm. Expires Oct 5, 2027

Notary Public

My Commission Expires: 10-5-2027

EXHIBIT A
Legal Description – See following pages

DRAINAGE EASEMENT

LEGAL DESCRIPTION

A PORTION OF THE PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 05 SOUTH, RANGE 06 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA AND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA UNDER FEE NUMBER 2019-095087 ON NOVEMBER 07, 2019. SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22 MARKED BY A BRASS CAP IN HAND HOLE FROM WHICH A BRASS CAP IN HAND HOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22 BEARS NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST AT A DISTANCE OF 2640.71 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 660.16 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF VAL VISTA ROAD BEING PARALLEL WITH AND 50 FEET NORTH OF SAID SOUTH LINE OF THE SOUTHWEST QUARTER AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE ALONG THE EAST LINE OF THE PARCEL DESCRIBED UNDER SAID FEE NUMBER 2019-095087, NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST A DISTANCE OF 386.00 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 10 DEGREES 13 MINUTES 50 SECONDS WEST A DISTANCE OF 162.63 FEET;

THENCE SOUTH 53 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 70.00 FEET WEST OF THE EAST LINE OF THE PARCEL DESCRIBED UNDER SAID FEE NUMBER 2019-095087;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00 DEGREES 02 MINUTE 06 SECONDS EAST A DISTANCE OF 189.99 FEET TO THE INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 77.00 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION.

CONTAINING:

0.4329 ACRES OR 18,855 SQUARE FEET MORE OR LESS.

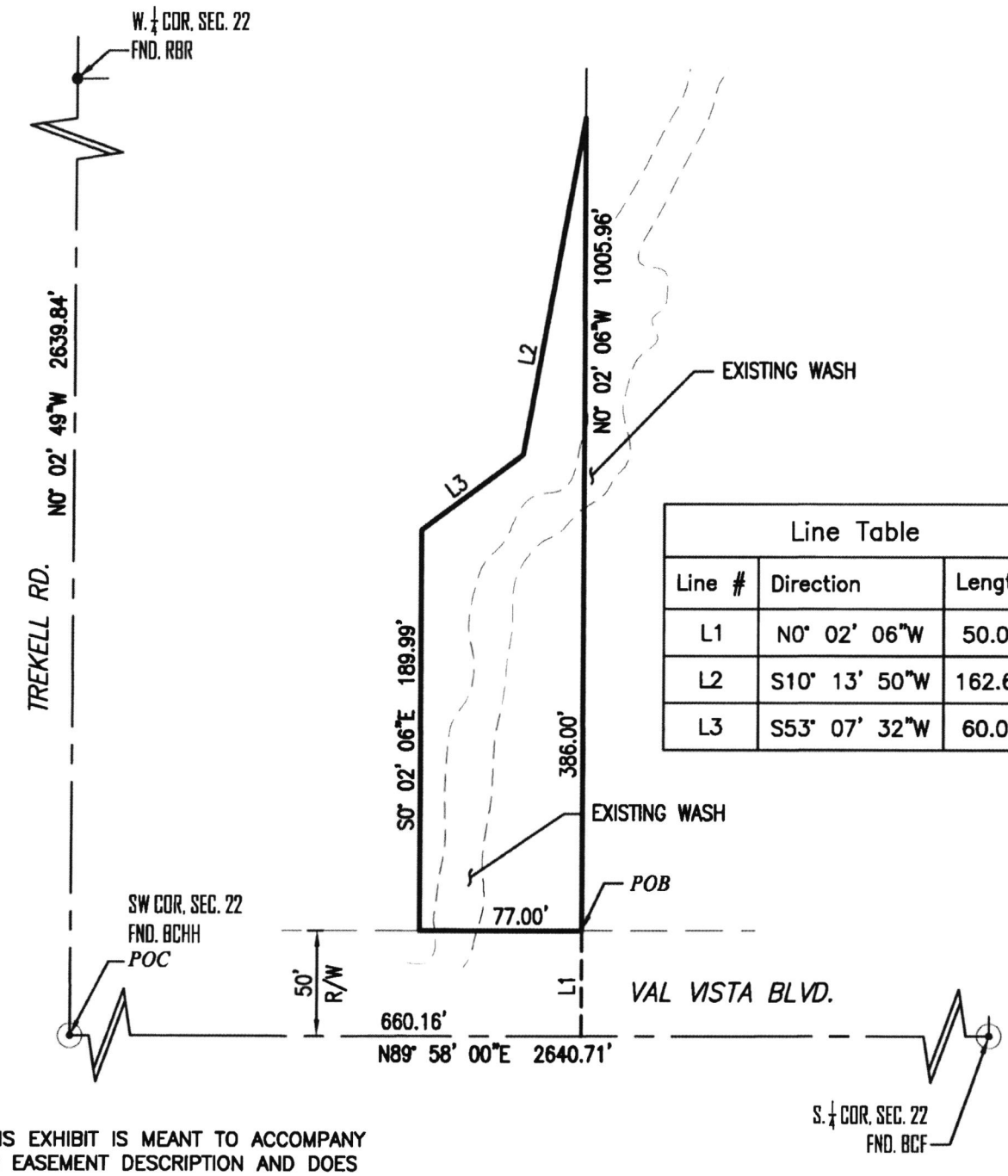


Exp. 3/31/2027

TOWNSHIP 05S,
RANGE 06E,
SECTION 22,
G&SRM

DRAINAGE EASEMENT EXHIBIT

AREA:
0.4329 ACRES OR
18,855 SF MORE OR LESS.



Line Table		
Line #	Direction	Length
L1	N0° 02' 06"W	50.00'
L2	S10° 13' 50"W	162.63'
L3	S53° 07' 32"W	60.00'

THIS EXHIBIT IS MEANT TO ACCOMPANY AN EASEMENT DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

SURVEY

COST CENTER #: 3111624

FILE: LOGOS DRAINAGE ESMT.

DATE: 9/16/2024

Blanco - ValVista2.dwg