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 APPROVING A ROADWAY EXCHANGE AGREEMENT ACCEPTING THE CONVEYANCE AND ABANDONMENT OF CERTAIN PORTIONS OF BIANCO ROAD IN EXCHANGE FOR A REALIGNMENT EASEMENT

WHEREAS, pursuant to A.R.S § 28-7203, A.R.S. § 11-251.16 and Pinal County Development Services Code, Chapter 7.10, a petition has been presented to the Pinal County Board of Supervisors (the "**Board**") requesting approval for the realignment of a portion of Bianco Road, the abandonment and conveyance of Pinal County's all right, title and interest in a portion of Bianco Road (the "**County Roadway**") and the abandonment and extinguishment of the public easement along Bianco Road (the "**Existing Easement**") in exchange for a new roadway easement (the "**Realignment Easement**") of similar or greater value from the subject property's owner (the "**Owner**"); and

WHEREAS, the Board finds that the Roadway Exchange Agreement, including its exhibits ("**Agreement**"), attached hereto as **Exhibit "A,"** between Pinal County and the Owner, has been duly negotiated, and that the proposed exchange will benefit the public by realigning Bianco Road to improve access, safety, and roadway design; and

WHEREAS, the Board finds that the public's best interest will be served by the abandonment and extinguishment of the Existing Easement, the conveyance of Pinal County's all right, titles and interest in the County Roadway to the Owner via Quit Claim Deed, and the acceptance of the Realignment Easement from the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby accepts and approves the Agreement as presented; and

BE IT FURTHER RESOLVED that the Chairman of the Pinal County Board of Supervisors, on behalf of the Board, is authorized to execute this Resolution and any other documents necessary to complete the roadway exchange on behalf of Pinal County; and

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

PASSED AND ADOPTED this _____ day of _____2025, 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. _____

[Roadway Exchange Agreement]

See following pages.

ROADWAY EXCHANGE AGREEMENT

This Roadway Exchange Agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between **Pinal County,** a political subdivision of the State of Arizona (**"County"**), and **Vincent L. Bianco, Jr.,** as Trustor of the Vincent Louise Bianco, Jr. Living Trust**,** an owner of the certain real property adjacent to Bianco Road, Pinal County, Arizona (**"Owner"**). The County and the Owner may collectively be referred to as the (**"Parties"**).

RECITALS

WHEREAS, the County owns a portion of public roadway (the **"County Roadway"**) and public easement along Bianco Road (the **"Existing Easement"**) located in Supervisory District # 3, Section 16, Township 07 South, Range 05 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona; and

WHEREAS, the Parties desire to enter into this Agreement to realign Bianco Road for the purpose of improving public safety, access, and roadway design; and

WHEREAS, the County previously accepted the Quitclaim Deed for the County Roadway, as recorded under Fee Number 2000-052535, thereby establishing County ownership of the roadway; and

WHEREAS, the Existing Easement was dedicated to the public by the Pinal County Board of Supervisors dated the 30th day of December, 1922; recorded in Book 7, Page 396 in the Pinal County Recorder's Office; and

WHEREAS, County is willing to convey all of its right, title and interest in the County Roadway to Owner and abandon the Existing Easement, vesting the County rights and interests into the Owner of the underlying property, in exchange for Owner's grant to County of a new roadway easement (**"Realignment Easement"**) of similar or greater value and utility for realignment roadway purposes; and

WHEREAS, the Owner is willing to grant a Realignment Easement to the County for the property underlying the Realignment Easement, for which the current owner of record is Vincent L. Bianco, Jr., as Trustor of the Vincent Louise Bianco, Jr. Living Trust, as evidenced by the recorded document under Fee Number 2025-004695; and

WHEREAS, the Parties acknowledge that the said Bianco Road's realignment and exchange will serve the public's best interest by improving roadway functionality without leaving any adjoining properties without access to a public highway.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

I. Grant of Realignment Easement: Owner shall execute and deliver to County a Grant of Easement, attached hereto as **Exhibit "A"**, granting to County a perpetual public roadway easement, as legally described in said instrument, for the realignment of Bianco Road.

II. Quit Claim Deed: County shall execute and deliver to Owner a Quit Claim Deed, attached hereto as **Exhibit "B"**, conveying all County's right, title and interest in the County Roadway, as legally described in said deed.

III. Abandonment: County shall abandon its interest in the Existing Easement by separate resolution in accordance with A.R.S § 11-251.16 and Pinal County Development Services Code, Chapter 7.10, as legally described in **Exhibit "C"**, attached hereto. Upon execution of the necessary instruments, and recording of the abandonment, the County shall have no further obligations or responsibility in connection with the County Roadway and the Existing Easement, which obligations shall be the sole responsibility of Owner. All obligations related to the abandoned easement shall become the sole responsibility of the vesting owner(s) of the underlying property.

IV. Closing and Recording: The Parties agree to cooperate in the timely execution and recording of all necessary instruments to complete the exchange contemplated by this Agreement.

V. Costs: Recording fees and costs associated with this transaction shall be borne by each Party separately, meaning each Party shall bear its own costs. Owner shall pay for Quit Claim Deed and Abandonment, County shall pay for Realignment Easement.

VI. No Warranties: County conveys its title in the County Roadway without any warranties, express or implied, as to title and condition.

VII. Effective Date: This Agreement shall become effective on the date stated above in the preamble upon the execution by both Parties.

VIII. General Provisions: Time is of the essence hereof. This Agreement represents the entire agreement of the parties, and may only be amended in writing. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. The terms of this Agreement shall be governed under Arizona law. This Agreement may be executed in counterparts.

IX. Attorneys' Fees: If either party commences any litigation or other legal proceedings against the other party for a default hereunder or to enforce the provisions hereof, the prevailing party in any such proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and expert witness fees, with attorneys' fees to be determined by the court and not a jury in any such litigation.

X. Severability: Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

XI. Survival: Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive closing and recording.

XII. Venue; Waiver of Jury Trial: Parties hereby agree that the proper venue for any legal proceedings arising out of this Agreement shall be Pinal County, Arizona, and each party hereto consents to the jurisdiction of the state or federal courts located in Phoenix, Arizona. EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IF ANY LITIGATION ARISES IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

OWNER:

By: Vincent L. Bianco

Vincent L. Bianco, Jr., as Trustor of the
Vincent Louise Bianco, Jr. Living Trust

COUNTY:

PINAL COUNTY, an Arizona political subdivision

By: _____

Chairman, Pinal County Board of Supervisors

ATTEST:

By: _____

Clerk of the Board

APPROVED AS TO FORM:

_____

Deputy County Attorney

EXHIBIT A

Grant of Realignment Easement

See following pages.

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

GRANT OF EASEMENT

EXEMPT: A.R.S. § 11-1134(A)(2)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Vincent L. Bianco, Jr., as Trustor of the Vincent Louise Bianco, Jr. Living Trust,** Grantor does hereby grant and convey to **Pinal County, a political subdivision of the State of Arizona,** Grantee, a perpetual right and easement to run with the land for public roadway and public utility purposes, including but not limited to, construction, operation, maintenance and repair of roadway, and all incidentals thereto, upon, over, across, in, through and under that certain parcel of land situated in Pinal County, Arizona, and described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging to Grantee, its successors and assigns forever.

Grantor agrees that the terms, conditions, restrictions and purposes of this easement will be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor is divested of either the fee simple title to, or of Grantors' possessory interest in, the subject land underlying this easement interest.

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

The Grantor hereby binds itself and its heirs and successors to warrant and defend the title of the described property in Exhibit A attached.

IN WITNESS WHEREOF Grantor has executed this Grant of Easement as of the 13th day of May, 2025.

GRANTOR:

Vincent L. Bianco, Jr., as Trustor of the
Vincent Louise Bianco, Jr. Living Trust

Vincent L. Bianco

Vincent L. Bianco, Jr.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK – NOTARY ACKNOWLEDMENT FOLLOWS

STATE OF ARIZONA)
) ss.
County of Pinal_____)

The foregoing Grant of Easement was duly acknowledged before me this 13th day of May, 2025, by **Vincent L. Bianco, Jr.**, as **Trustor** of the **Vincent Louise Bianco, Jr. Living Trust,** and behalf of.

CYNTHIA PEREZ
Notary Public, State of Arizona
Pinal County
Commission # 614313
My Commission Expires
October 08, 2025

Cynthia Perez
Notary Public

My Commission Expires: October 8, 2025

GRANTEE:

PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona

_____
Chairman of the Board

ATTEST:

_____
Deputy/Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

EXHIBIT A
Legal Description

LEGAL DESCRIPTION

A 66 FOOT WIDE STRIP OF LAND BEING A PORTION OF PARCEL 1 SHOWN ON WARRANTY DEED RECORDED AT FEE NUMBER 2016-085468 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. SAID STRIP LOCATED IN SECTION 15, TOWNSHIP 07 SOUTH, RANGE 05 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, LYING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 15|16|21|22 ALL IN TOWNSHIP 07 SOUTH, RANGE 05 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE ALONG THE SECTION LINE COMMON TO SAID SECTIONS 15 & 22, NORTH 89 DEGREES 37 MINUTES 12 SECONDS EAST A DISTANCE OF 33.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 33 FEET EAST OF THE SECTION LINE COMMON TO SAID SECTIONS 15 & 16, NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST A DISTANCE OF 1132.63 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 64 DEGREES 31 MINUTES 02 SECONDS EAST AT A DISTANCE OF 340.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 52 MINUTES 57 SECONDS A DISTANCE OF 76.45 FEET;

THENCE SOUTH 38 DEGREES 21 MINUTES 55 SECONDS EAST A DISTANCE OF 179.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 340.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34 DEGREES 18 MINUTES 42 SECONDS A DISTANCE OF 203.61 FEET;

THENCE SOUTH 04 DEGREES 03 MINUTES 13 SECONDS EAST A DISTANCE OF 287.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4100.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 41 MINUTES 17 SECONDS A DISTANCE OF 263.91 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS EAST A DISTANCE OF 154.43 FEET TO THE **POINT OF TERMINUS** OF THIS DESCRIPTION.

THE SIDE LINE OF SAID STRIP TO BE SHORTENED OF LENGTHENED TO COMMENCE AT THE NORTHERLY LINE OF SAID PARCEL 1 AND THE LINE PARALLEL WITH AND 33 FEET EAST OF THE SECTION LINE COMMON TO SAID SECTIONS 15 & 16 AND TERMINATE AT THE LINE PARALLEL WITH AND 33 FEET NORTH OF THE SECTION LINE COMMON TO SAID SECTIONS 15 & 22.

CONTAINING:

1.7732 ACRES OR 77,242 SQUARE FEET MORE OR LESS.

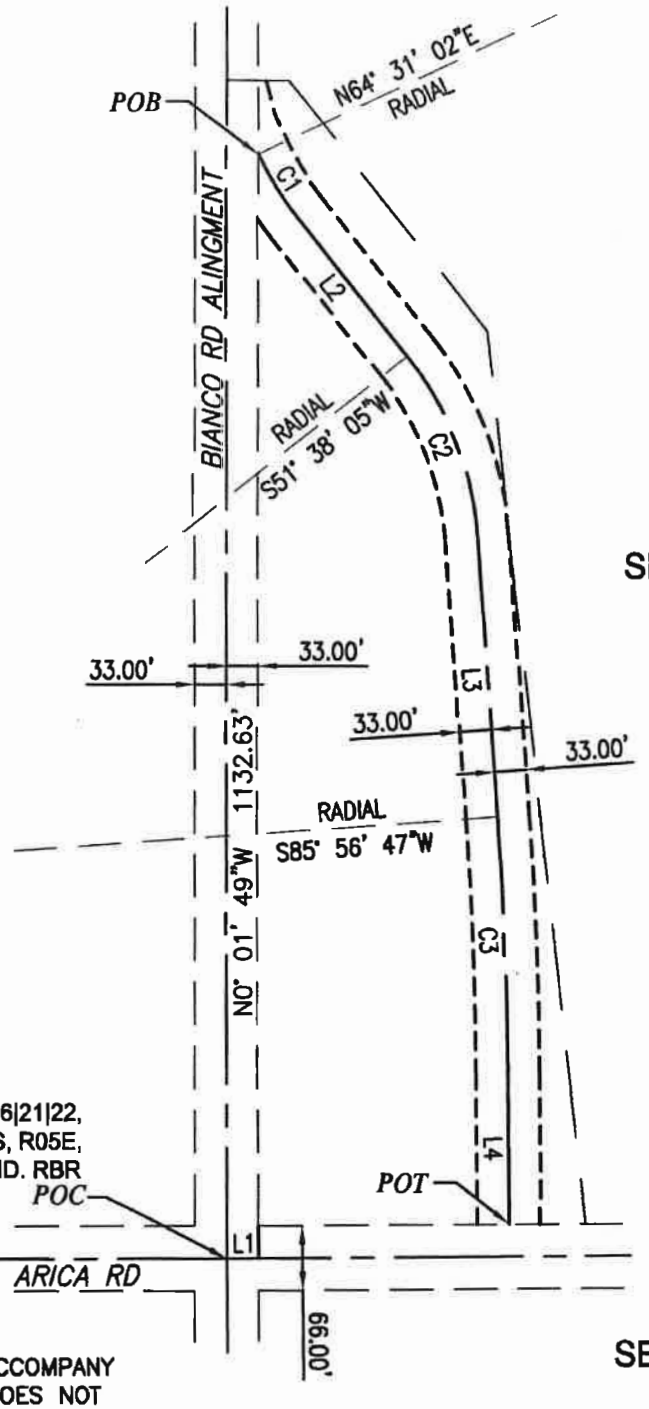


Exp 3-31-27

TOWNSHIP 07S,
RANGE 05E,
SECTION 15,
G&SRM

EXHIBIT OF LEGAL DESCRIPTION

AREA:
1.7732 ACRES OR
77,242 SF MORE
OR LESS.



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

PINAL COUNTY DEPARTMENT OF ENGINEERING

SURVEY DIVISION

BIANCO PROPERTY RW BYPASS SEC 15

N.T.S.

COST CENTER #: 3113564	
FILE: BiancoRealign_Survey LD-E.dwg	
DATE: 2/26/2025	

TOWNSHIP 07S,
RANGE 05E,
SECTION 15,
G&SRM

EXHIBIT OF LEGAL DESCRIPTION

AREA:
1.7732 ACRES OR
77,242 SF MORE
OR LESS.

Line Table		
Line #	Direction	Length
L1	N89° 37' 12"E	33.00'
L2	S38° 21' 55"E	179.85'
L3	S4° 03' 13"E	287.80'
L4	S0° 21' 56"E	154.43'

Curve Table			
Curve #	Radius	Delta	Length
C1	340.00'	12° 52' 57"	76.45'
C2	340.00'	34° 18' 42"	203.61'
C3	4100.00'	3° 41' 17"	263.91'

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

PINAL COUNTY DEPARTMENT OF ENGINEERING

SURVEY DIVISION

BIANCO PROPERTY RW BYPASS SEC 15

N.T.S.

COST CENTER #: 3113564

FILE: BiancoRealign_Survey LD-E.dwg

DATE: 2/26/2025

EXHIBIT B

Quit Claim Deed

See following pages.

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

QUIT CLAIM DEED

EXEMPT: A.R.S. § 11-1134 A (3)

For the consideration of One Dollar ($1.00) and other valuable consideration, **Pinal County, a political subdivision of the State of Arizona (Grantor)** hereby quit-claims to **Vincent L. Bianco, Jr., as Trustor of the Vincent Louise Bianco, Jr. Living Trust, (Grantee)** all right, title, interest and privileges appurtenant thereto in the following real property located in Pinal County, Arizona, as legally described in "Exhibit A" attached hereto and made a part hereof.

SUBJECT TO all matters of record.

Dated this _____ day of _____, 2025.

Signature of **GRANTOR:**

PINAL COUNTY, a political subdivision of the State of Arizona

_____
By: Stephen Q. Miller
Its: Chairman of the Board

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing Quit Claim Deed was acknowledged before me this _____day of _____, 2025 by Stephen Q. Miller as the Chairman of the Board of Supervisors on behalf of Pinal County.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A
Legal Description

LEGAL DESCRIPTION

A 66 FOOT WIDE STRIP OF LAND LOCATED IN SECTIONS 15 & 16, TOWNSHIP 07 SOUTH, RANGE 05 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. THE BOUNDARY OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 15|16|21|22 ALL IN TOWNSHIP 07 SOUTH, RANGE 05 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE ALONG THE SECTION LINE COMMON TO SAID SECTIONS 15 & 22, NORTH 89 DEGREES 37 MINUTES 12 SECONDS EAST A DISTANCE OF 33.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 33 FEET EAST OF THE SECTION LINE COMMON TO SAID SECTIONS 15 & 16, NORTH 00 DEGREES 01 MINUTES 49 SECOND WEST A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 89 DEGREES 48 MINUTES 39 SECONDS WEST A DISTANCE OF 66.00 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 33 FEET WEST OF SAID SECTION LINE COMMON TO SAID SECTIONS 15 & 16;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST A DISTANCE OF 1032.81 FEET;

THENCE LEAVING SAID PARALLEL LINE, NORTH 89 DEGREES 58 MINUTES 11 SECONDS EAST A DISTANCE OF 66.00 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 33 FEET EAST OF SAID SECTION LINE COMMON TO SAID SECTIONS 15 & 16;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00 DEGREES 01 MINUTES 49 SECONDS EAST A DISTANCE OF 1032.63 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION.

CONTAINING:

1.5647 ACRES OR 68,160 SQUARE FEET MORE OR LESS.

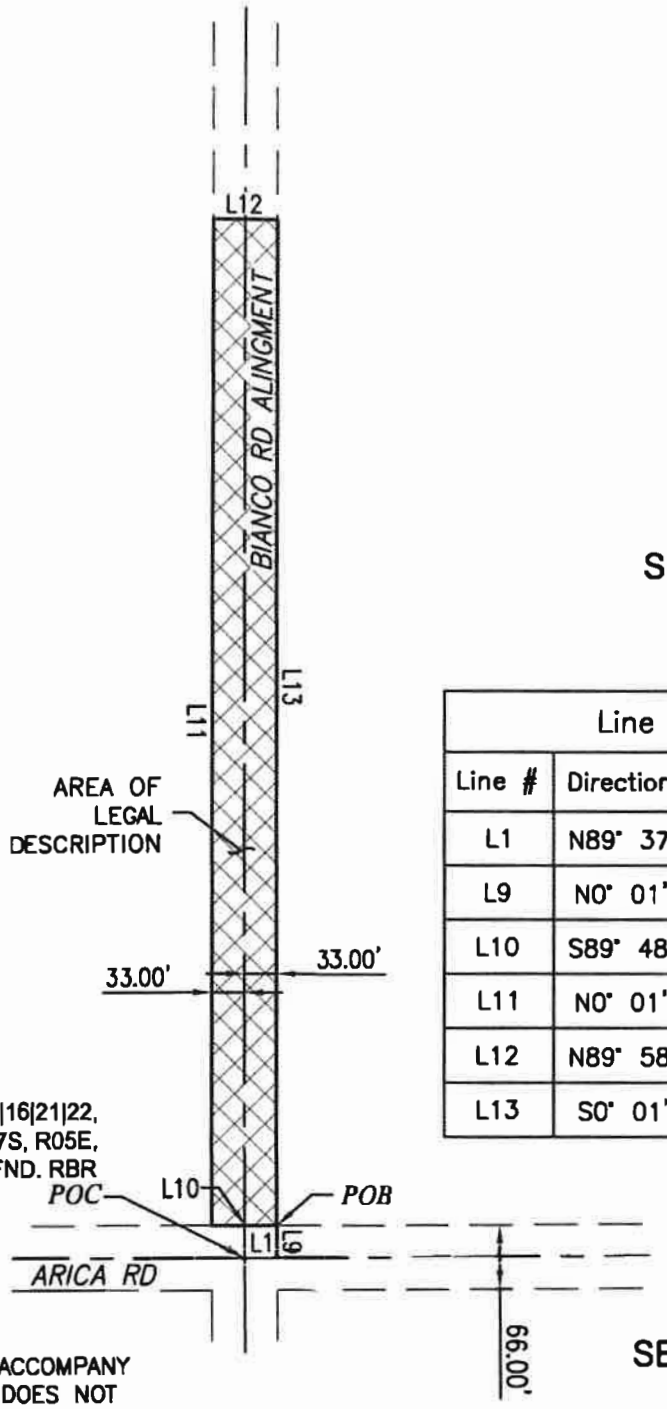


Exp. 3/31/27

TOWNSHIP 07S,
RANGE 05E,
SECTIONS 15&16,
G&SRM

EXHIBIT OF LEGAL DESCRIPTION

AREA:
1.5647 ACRES OR
68,160 SF MORE
OR LESS.



SEC 16

SEC 15

SEC 21

SEC 22

Line Table		
Line #	Direction	Length
L1	N89° 37' 12"E	33.00'
L9	N0° 01' 49"W	33.00'
L10	S89° 48' 39"W	66.00'
L11	N0° 01' 49"W	1032.81'
L12	N89° 58' 11"E	66.00'
L13	S0° 01' 49"E	1032.63'

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

SHEET 1 OF 1

PINAL COUNTY DEPARTMENT OF ENGINEERING

SURVEY DIVISION

BIANCO RW ABANDONMENT SECS 15&16

N.T.S.

COST CENTER #: 3113564

FILE: BiancoRealign_Survey LD-E.dwg

DATE: 2/26/2025

EXHIBIT C
Legal Description

See following pages.

LEGAL DESCRIPTION

A 33 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 21, TOWNSHIP 07 SOUTH, RANGE 05 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA. THE BOUNDARY OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 15|16|21|22 ALL IN TOWNSHIP 07 SOUTH, RANGE 05 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE ALONG THE SECTION LINE COMMON TO SAID SECTIONS 21 & 22, SOUTH 00 DEGREES 21 MINUTES 56 SECONDS EAST A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID COMMON LINE, SOUTH 00 DEGREES 21 MINUTES 56 SECONDS EAST A DISTANCE OF 666.36 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 33 FEET WEST OF SAID SECTION LINE COMMON TO SAID SECTIONS 21 AND 22;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 21 MINUTES 56 SECONDS WEST A DISTANCE OF 666.58 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION.

CONTAINING:

0.5049 ACRES OR 21,994 SQUARE FEET MORE OR LESS.



Exp. 3/31/27

TOWNSHIP 07S,
RANGE 05E,
SECTION 21,
G&SRM

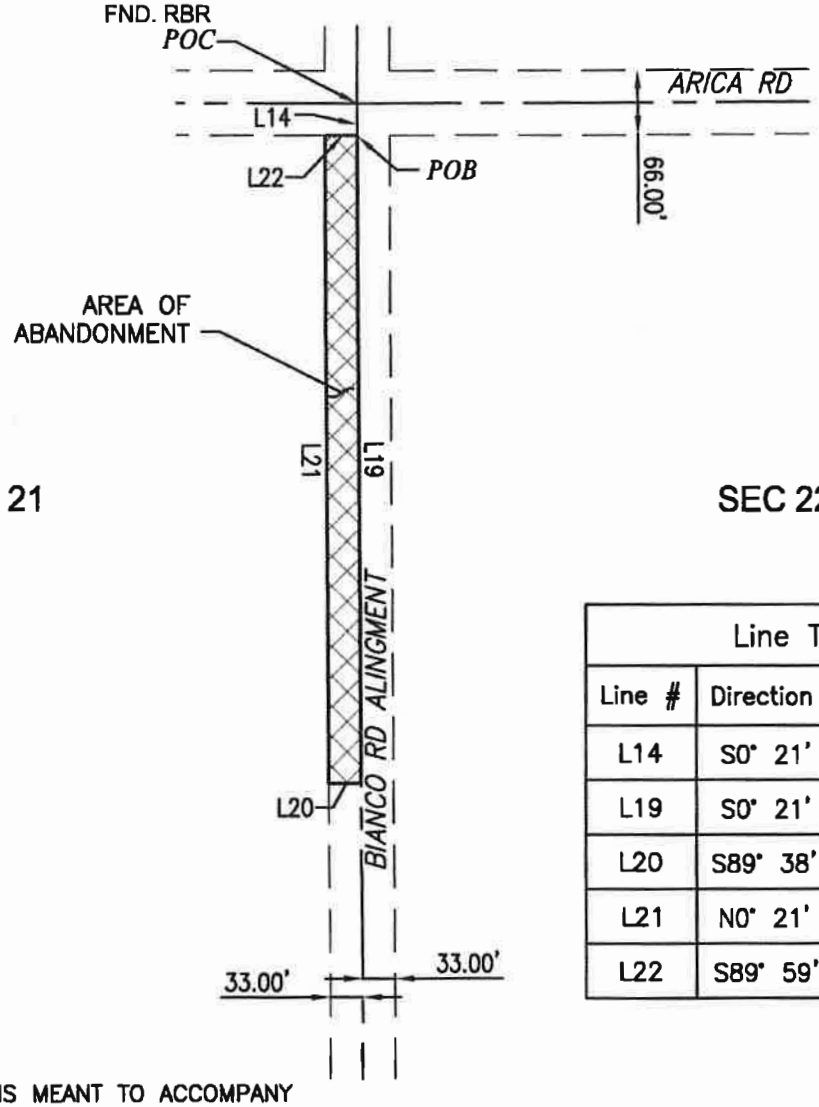
EXHIBIT OF LEGAL DESCRIPTION

AREA:
0.5049 ACRES OR
21,994 SF MORE
OR LESS.

SEC 16

SEC 15

SEC. 15|16|21|22,
T07S, R05E,
FND. RBR



SEC 21

SEC 22

Line Table		
Line #	Direction	Length
L14	S0° 21' 56"E	33.00'
L19	S0° 21' 56"E	666.36'
L20	S89° 38' 04"W	33.00'
L21	N0° 21' 56"W	666.58'
L22	S89° 59' 50"E	33.00'

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

SHEET 1 OF 1

PINAL COUNTY DEPARTMENT OF ENGINEERING

SURVEY DIVISION

BIANCO RW ABANDONMENT SEC 21

N.T.S.

COST CENTER #: 3113564

FILE: BiancoRealign_Survey LD-E.dwg

DATE: 2/26/2025