



## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

*Requested Board Meeting Date: January 21, 2014*

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### ***ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:***

1) Grant of Easement and Agreement to: Bryan Cressey and Christy Cressey, husband and wife

Sale to Bryan Cressey and Christy Cressey, husband and wife of an easement for ingress, egress and private utility purposes across Pima County Parcel 205-29-007B, described in Docket 11409 at Page 2167 and located in Section 16, Township 13 South, Range 16 East.

This request has been reviewed and approved by appropriate County Staff.

**Tax Parcel Number:** 205-29-007B

**Appraised Value:** \$6,348.00

**Appraisal Fee:** \$2,150.00

**Revenue to County:** \$8,498.00

**Size of Easement Property to be Sold:** 13,830 square feet

**Zoning:** SR

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### ***STAFF RECOMMENDATION(S):***

*It is recommended that the Board of Supervisors approve and authorize the Chairman to execute the Grant of Easement.*

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PIMA COUNTY COST: \$00.00 and/or REVENUE TO PIMA COUNTY: \$ 8,498.00

FUNDING SOURCE(S): N/A  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

☐ YES ☒ NO

**Board of Supervisors District:**

1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ All ☐

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**IMPACT:**

**IF APPROVED:**

The Bryan and Christy Cressey will acquire the necessary easement rights to construct an access road for ingress, egress and private utility service to their adjacent property. Most of this access route is already graded and impact to the surrounding natural area would be limited.

**IF DENIED:**

The Bryan and Christy Cressey will not acquire the necessary easement rights to construct an access road for ingress, egress and private utility service to their adjacent property. The Cresseys will need to construct their access easement in an alternative location which has not been graded, would be more costly due to the terrain and would have significantly more impact on the surrounding natural area.

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DEPARTMENT NAME: Public Works, Real Property Services

CONTACT PERSON: Marty Stickford TELEPHONE NO.: 740-6379

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When Recorded, return to:

Snell & Wilmer L.L.P.  
One South Church Avenue, Suite 1500  
Tucson, AZ 85701  
Attn: Marc G. Simon

*For Recorder's Use*

## GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (this "Easement") is made by and between PIMA COUNTY, a political subdivision of the State of Arizona ("Grantor") and Bryan Cressey and Christy Cressey, husband and wife (collectively "Grantee").

### RECITALS

WHEREAS, Grantor is the owner of that certain real property situated in Pima County, Arizona, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Property").

WHEREAS, Grantee is the owner of that certain real property situated in Pima County, Arizona, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Benefitted Property"). The southern boundary of the Benefitted Property is adjacent to a portion of the Easement Property.

WHEREAS, Grantor desires to grant to Grantee, for the benefit of Grantee and its heirs, successors and assigns, as a right appurtenant to the Benefitted Property, a perpetual easement over and across the Easement Property for the construction, maintenance and use of a driveway on the terms and conditions set forth in this Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor does hereby reserve, grant, declare and convey to Grantee, for the benefit of Grantee and its heirs, devisees, successors, assigns and transferees, as a right appurtenant to the Benefitted Property, a perpetual non-exclusive easement over, upon, across and under the Easement Property for the purposes of constructing, operating, utilizing, maintaining, repairing and replacing: (a) a roadway and related improvements for pedestrian and vehicular ingress, egress and access to and from the Benefitted Property; and (b) public and private utilities and services, including, without limitation, communications, drainage, electrical, water and sewer, and landscaping. The Easement Property may be used by all persons entitled to use the Benefitted Property, or any portion thereof, including the owners thereof, and their heirs, successors, assigns and transferees, and including, without limitation, the owners' tenants, guests, invitees, licensees and occupants, and their respective employees, agents, contractors,

customers and invitees. To the extent that any portion of the Benefitted Property is lawfully subdivided into two (2) or more individual parcels, each such individual parcel shall benefit from the grant of easement and rights herein provided, and, further, should any owner of any portion of the Benefitted Property acquire title or rights to property adjacent to the Benefitted Property, such additional parcels or portions of property shall also benefit from the grant of easement and rights herein provided.

2. Improvements to Easement Property.

(a) Permitted Uses. Subject to Section 2(b) below, Grantee shall be permitted to improve, at its sole cost and expense, the Easement Property for the uses permitted by this Easement, including performing all necessary and appropriate clearing, leveling and grading activities, and installing any necessary or appropriate retaining walls, fences, guardrails, private utility installations and other improvements incidental to said permitted uses, all as deemed necessary or appropriate by Grantee for full enjoyment of the Easement Property for vehicular and pedestrian ingress and egress. Grantor hereby grants to Grantee, and its representatives, contractors, subcontractors, engineers and authorized agents ("Grantee's Agents"), a limited right of entry to those additional areas of real property owned by Grantor which lie adjacent to the Easement Property necessary to accomplish the permitted activities attendant with improving the Easement Property.

(b) Obligations of Grantee.

i. Grantee shall not erect any fence or other barrier which would impede Grantor's use of the Easement Property except as specifically provided in Section 4 hereof.

ii. Grantee shall fully restore, at Grantee's sole cost and expense, any disturbance or damage to the real property owned by Grantor and lying adjacent to the Easement Property caused or contributed to by Grantee's or Grantee's Agents.

iii. Prior to the commencement of construction on the Easement Property, Grantee shall submit a set of construction plans to Pima County Natural Resources, Parks and Recreation ("NRPR"). No construction of improvements may be commenced on the Easement Property without the prior written approval of the Director of NRPR, which such approval shall not be unreasonably withheld or delayed, it being understood that Grantee shall have the right to improve the Easement Property as provided herein, and only the manner and means of construction of any improvement on the Easement Property is subject to review.

iv. Grantee shall be responsible for obtaining all necessary permits and licenses, including but not limited to any required zoning authorization, for all construction and maintenance activities upon the Easement Property. All work to be performed upon the Easement Property shall conform to all applicable building and zoning code.

3. Maintenance of the Easement Property. The Easement Property shall be maintained at the sole and exclusive cost and expense of Grantee or its heirs, devisees, successors, assigns and transferees, except that Grantee shall be permitted, in Grantee's sole and absolute discretion, to assign its obligations of maintenance and repair to an association of property owners or other similar cooperative or group of owners that agrees to assume the obligations of Grantee hereunder.

4. Barriers. Each party hereto shall have the right to use the Easement Property for any purpose not inconsistent with the rights granted herein, but no party shall have the right to place or construct upon the Easement Property any fence, wall or other barrier or structure of any kind which would prevent, obstruct or impair the passage of pedestrians or vehicular traffic over and across the Easement Property, except that the owner of the Benefitted Property shall be permitted, in its sole and absolute discretion, but without obligation, to install a gate or other similar barrier on a portion of the Easement Property to restrict access to the Benefitted Property. Parking of vehicles upon the Easement Property is prohibited except to the extent reasonably necessary during any construction or maintenance activities conducted upon said property.

5. No Dedication. Nothing in this Easement shall be construed to create a public dedication or conveyance to the public.

6. Covenant to Run with Land. The terms and provisions of this Easement shall be a covenant running with and appurtenant to the land, as a burden upon the Easement Property and a benefit to the Benefitted Property, binding on all successors and assigns in title to the Easement Property and Benefitted Property.

7. Amendment. This Easement may only be amended by a written instrument executed by the then-current owners of both the Easement Property and the Benefitted Property.

8. Construction and Jurisdiction. This instrument shall be construed in accordance with the laws of the State of Arizona. Any action to be brought pursuant to this Easement shall be brought in a court in Pima County, Arizona.

9. Counterparts. This Easement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement. Signatures transmitted by facsimile and emailed PDF signatures shall be valid as originals.

*[Remainder of Page Intentionally Blank]*

DATED this 13<sup>th</sup> day of December, 2013

GRANTOR

PIMA COUNTY, ARIZONA

\_\_\_\_\_  
Chairman, Pima County Board of  
Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

GRANTEE

Bryan Cressey

Christy Cressey

APPROVED AS TO FORM:

Tobin Rosen  
Deputy County Attorney

STATE OF ARIZONA       )  
                                      )ss.  
County of Pima            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by the Chairman of the Pima County, Arizona, Board of Supervisors, on behalf of the County.

\_\_\_\_\_  
Notary Public

My commission expires:

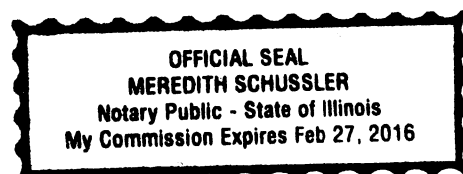
STATE OF Illinois       )  
                                      )  
County of Cook            )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Dec., 201\_,  
by Bryan Cressey and Christy Cressey, husband and wife.

Meredith Schussler  
Notary Public

My commission expires:

2/27/2016



**Exhibit A**

**Easement Property**

**[attached]**

## Exhibit 'A'

An easement for ingress, egress and utility (both public and private) purposes; over, under and upon all that certain real property situate in the County of Pima, State of Arizona, being a part of Fractional Lot 9 in Section 16, Township 13 South, Range 16 East, Gila and Salt River Meridian;

### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the northeast corner of said Fractional Lot 9, marked by an aluminum capped pin, RLS 13019;

Thence from said POINT OF BEGINNING, southerly along the east line of said Lot 9, S 00° 54' 56" E, 403.16 feet (calculated) to the southeast corner of that parcel described in Sequence No. 20122270001, common with the northeast corner of that parcel described in Sequence No. 20002050697 at the easterly terminus of the centerline of a 60-foot wide roadway recorded in Docket 6248 at Page 148 thereof, all records of said Pima County, marked by an aluminum capped rebar, RLS 7599, said point being the TRUE POINT OF BEGINNING of the 30-foot wide easement, Exhibit 'A', herein described;

Thence from said TRUE POINT OF BEGINNING, continuing southerly along said east line, common with the east line of said parcel recorded in Sequence No. 20002050697, S 00° 54' 56" E, 31.88 feet (calculated) to a point thereon, establishing the southeasterly terminus of the easement, Exhibit 'A', herein described;

Thence leaving said east line, northwesterly along a line parallel with the boundary common to both said recorded parcels and the centerline of said recorded easement, N 71° 12' 40" W, 182.27 feet (calculated) to an angle point;

Thence leaving said angle point, southwesterly along a line parallel with the north line of said parcel described in Sequence No. 20002050697, S 75° 54' 48" W, 199.29 feet (calculated) to an angle point;

Thence leaving said angle point, southwesterly along said parallel line, S 07° 03' 28" W, 32.59 feet (calculated) to a point on the north line of a 60-foot wide easement for ingress, egress and utilities described in Docket 2438 at Page 400 thereof, records of said Pima County;

Thence southwesterly along said north line, S 71° 14' 41" W, 33.33 feet (calculated) to a point establishing the southwesterly terminus of said Exhibit 'A' on the centerline of said easement recorded in Docket 6248, Page 148, common with the north line of said parcel recorded in Sequence Number 20002050697;

Thence leaving said north line, northeasterly along said centerline, N 07° 03' 28" E, 67.66 feet (calculated) to an angle point;

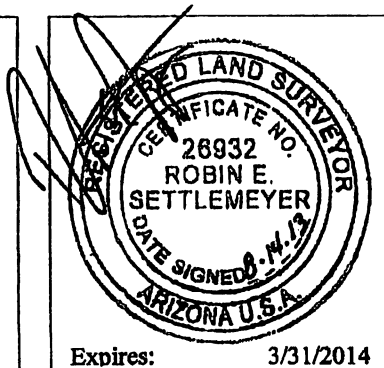
Thence leaving said angle point, northeasterly along said centerline, N 75° 54' 38" E, 228.71 feet (calculated) to an angle point;

Thence leaving said angle point, southeasterly along said centerline, S 71° 12' 40" E, 180.37 feet (calculated) to the TRUE POINT OF BEGINNING;

Subject to and together with all matters of public record

#### Basis of Bearings:

The bearings shown on this description are based on the measured east line of the west half of said Section 16, S 00° 54' 56" E as shown on a prior survey, Job 086-93 by W.L. Settlemyer, RLS 7599, which is not of record.



Page: 1 of 1  
Date: August 14, 2013  
Project: 4102 Mc-5

#### Settlemyer Surveys, Inc.

P.O. Box 12612 - Tucson, AZ 85732  
Phone (520) 512-0666  
Fax (520) 512-1666  
surveys@settlemyer.tuccoxmail.com



# Parcel 'A' Illustration

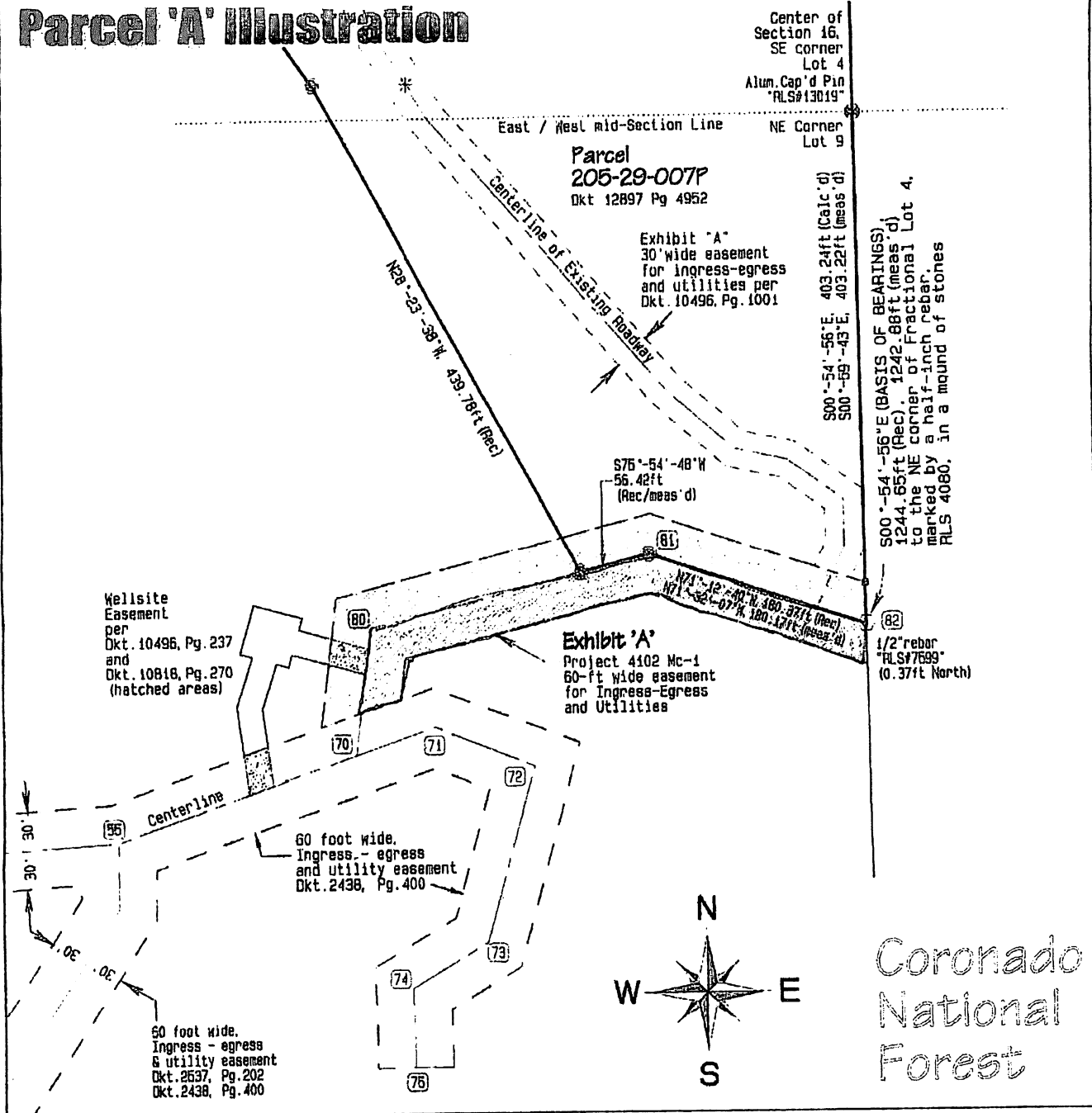
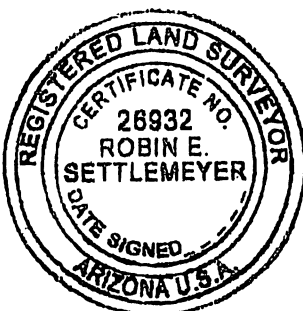


Diagram illustrating the description of an easement for ingress, egress and utility purposes, Exhibit 'A', located in a portion of Fractional Lot 9 in Section 16, Township 13 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona



Expires: 3/31/2011

Page: 1 of 1  
Date: June 12, 2008  
Project: 4102 Mc-1

**Settlemyer Surveys, Inc.**

P.O. Box 12612 - Tucson, AZ 85732

Phone (520) 512-0666

Fax (520) 512-1666

surveys@settlemyer.tuccoxmail.com

**Exhibit B**

**Benefitted Property**

**[attached]**

# Exhibit "B"

All that certain real property situate in the County of Pima, State of Arizona, being a part of Fractional Lots 1, 4 and 9, Section 16, Township 13 South, Range 16 East, Gila and Salt River Base and Meridian, more particularly described as follows:

Beginning at the Northeast corner of said Fractional Lot 4;

Thence from said Point of Beginning, Southerly along the East line of said Lot 4, and continuing Southerly along the East line of said Lot 9, South 00 degrees 54 minutes 56 seconds East, 1244.65 feet (record) 1242.88 feet (measured) to a point on the centerline of a roadway easement described in Docket 2438, Page 401 thereof, records of Pima County;

Thence Westerly along said centerline North 71 degrees 12 minutes 40 seconds West, 180.37 feet (record) North 71 degrees 32 minutes 07 seconds West 180.17 feet (measured) to an angle point thereon;

Thence Westerly along said centerline South 75 degrees 54 minutes 48 seconds West 56.42 feet to an angle point thereon;

Thence leaving said centerline, Northwesterly, North 28 degrees 23 minutes 38 seconds West, 439.78 feet to a point;

Thence Northwesterly, North 35 degrees 15 minutes 54 seconds West, 325.54 feet to a point;

Thence Northwesterly, North 70 degrees 32 minutes 45 seconds West, 56.67 feet to a point;

Thence Northwesterly, North 39 degrees 02 minutes 39 seconds West, 58.80 feet to a point;

Thence Northwesterly, North 49 degrees 19 minutes 44 seconds West, 26.20 feet to a point;

Thence Northeasterly, North 42 degrees 47 minutes 48 seconds East, 73.30 feet to a point;

Thence Northeasterly, North 25 degrees 54 minutes 20 seconds East, 451.70 feet to a point on the South line of said Lot 1;

Thence Northeasterly, North 23 degrees 55 minutes 54 seconds East, 200.00 feet to a point;

Thence Southwesterly, South 87 degrees 20 minutes 45 seconds West, 861.33 feet to a point;

Thence Northeasterly, North 72 degrees 20 minutes 27 seconds East, 1297.82 feet (record) North 72 degrees 25 minutes 41 seconds East 1296.55 feet (measured) and North 72 degrees 22 minutes 37 seconds East 1298.28 feet (calculated closure) to a point on the East line of said Lot 1;

Thence Southeasterly, South 00 degrees 54 minutes 55 seconds East, 530.92 feet (record), South 01 degrees 03 minutes 31 seconds East 530.81 feet (measured) to the Point of Beginning.