



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 5/20/2025

**= Mandatory, information must be provided*

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Access Easement

***Introduction/Background:**

The County requires an access easement from Curley School Housing Partners, an Arizona Limited Liability Company ("CSHP"). The easement is located within parcel 401-23-170F and benefits the County's parcel 401-23-170E, located at 341 W. Esperanza Ave., Ajo, Arizona referred to as the Curley School Gym (the "Property"). RP FILE-E0358

***Discussion:**

The access easement from CSHP is to access the parking lot from the main driveway of the County property. The County will have a pedestrian and vehicular ingress and egress to the property.

***Conclusion:**

The County will have access to the parking lot and the Property will be utilized for recreation operations for specific events and activities.

***Recommendation:**

Staff recommends that the Pima County Board of Supervisors approve, and the Chair execute the Access Easement.

***Fiscal Impact:**

The easement did not incur any expense for the County

***Board of Supervisor District:**

☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ All

Department: Real Property Services

Telephone: 520-724-6313

Contact: Rita Leon

Telephone: 520-724-6462

Department Director Signature:

Date:

4/29/2025

Deputy County Administrator Signature:

Date:

5/5/2025

County Administrator Signature:

Date:

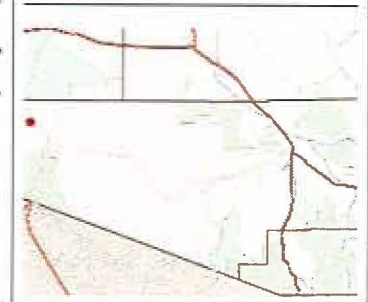
5/5/2025

Location Map 401-23-170E

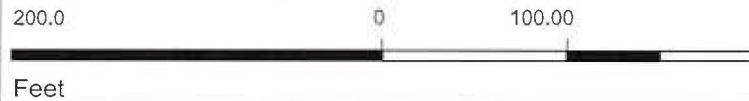


Legend

- Streets - All
- Parcels



Notes:



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

4/28/2025

When Recorded, Please Return to:
Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

ACCESS EASEMENT

1. **Grant of Easement.** For valuable consideration, Curley School Housing Partners, an Arizona Limited Liability Company ("CSHP") ("**Grantor**"), hereby grants to the Pima County, a political subdivision of the State of Arizona ("**County**") ("**Grantee**"), a perpetual non-exclusive easement, (the "**Easement**") over the real property described on **Exhibit A and Depicted in Exhibit A-1** (the "**Easement Area**"), for ingress and egress to the real property described on **Exhibit B and Depicted in Exhibit B-1** (the "**Benefitted Property**"), subject to the terms and conditions set forth in this Access Easement (the "**Easement**"). The Easement shall be effective on the date it is recorded with the Pima County Recorder's Office ("**Effective Date**").
2. **Use of the Easement Area.**
 - 2.1. Grantee owns the Benefitted Property primarily for the purpose of Historical preservation and Recreational uses for operations of certain events and activities thereon which are designed to further enhance the conservation of the Benefitted Property.
 - 2.2. The Easement is for the purpose of pedestrian and vehicular ingress to and egress to the Benefitted Property to allow Grantee to continue to operate and maintain its operations on the Benefitted Property as described in Section 2.1 above.
 - 2.3. Signs with directional arrows will be posted along the Easement area that direct visitors to the Benefitted Property.
3. **Maintenance.** Grantee will maintain the Easement Area in a good and safe condition. Grantor is not required to perform or pay for any routine maintenance or repair of the Easement Area, but Grantor will promptly repair any damage to the Easement Area caused by Grantor or any employee, agent, contractor or invitee of Grantor.
4. **Parking Area.** Grantor will be permitted access to the new parking lot of the Benefitted Property during Grantor's special events. Grantor will give the Grantee 72-hour written notice of an event, and written approval from Grantee. If there are conflicting activities at the Grantee's property that activity will take precedence in the new parking lot over Grantor's event.
5. **Indemnity.** To the extent permitted by law, Grantee will indemnify, defend and hold Grantor harmless from and against any and all claims, demands, and causes of action in law

or equity caused by the negligent or intentionally wrongful acts of the officers, authorized agents and/or employees of Grantee, related to Grantee's or Grantee's contractors' use of the Easement Area.

6. **Runs with the Land.** This Easement Agreement runs with the land. It is binding on Grantor and any successor owner of any portion of the Easement Area and inures to the benefit of Grantee and any successor owner of any portion of the Benefitted Property.

Curley School Housing Partners LLC,
a limited liability company

By: [Signature]

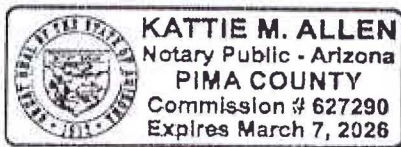
Title: MANAGER

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 18 day of April, 2025, by AARON COOPER, MANAGER of the Curley School Housing Partners LLC, an Arizona limited liability Company.

[Signature]
Notary Public

My Commission Expires: March 7, 2026



PIMA COUNTY

Rex Scott
Chair, Board of Supervisors

Date

ATTEST:

Melissa Manriquez, Clerk of Board of Board

Date

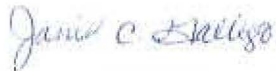
APPROVED AS TO CONTENT:

VICTOR M. PEREIRA

Digitally signed by VICTOR M.
PEREIRA
Date: 2025.04.28 08:11:21 -07'00'

Victor Pereira, Director
Parks and Recreation

APPROVED AS TO FORM:



Janis Gallego, Deputy County Attorney, Civil Division

STATE OF ARIZONA

)
) ss

COUNTY OF PIMA

)

This instrument was acknowledged before me this _____ day of _____, 2025 by Rex Scott, the Chair, of the Board of Supervisors.

Notary Public

My Commission Expires:

January 10, 2025
Psomas #7PIM240101

**EXHIBIT A
LEGAL DESCRIPTION**

A portion of the tract described as Parcel No. 1 in Sequence No. 2005-2320581, Records of Pima County, Arizona, located in Block 20 of Ajo Townsite per Bk 3, Maps & Plats, Pages 60-61, and lying in the northeast one-quarter of Section 22, Township 12 South, Range 6 West, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the easternmost corner of Block 13 of said Ajo Townsite;

THENCE upon the south line of Esperanza Avenue, South 86°59'00" West (Basis of Bearings, per plat of said Ajo Townsite) a distance of 382.19 feet to the **POINT OF BEGINNING**;

THENCE continue upon the south line of said Esperanza Avenue, South 86°59'00" West a distance of 30.00 feet to the westerly line of said tract, also being the easterly line of the Pima County tract described in Sequence No. 2009-1210514;

THENCE upon the common line of said tracts, South 3°51'53" East a distance of 166.79 feet to the southeast corner of said Pima County tract;

THENCE North 86°08'07" East a distance of 30.00 feet to a line parallel with and 30.00 feet easterly from said common line;

THENCE upon said parallel line, North 3°51'53" West a distance of 166.35 feet to the **POINT OF BEGINNING**, containing an area of 4997 square feet (0.11 acres), more or less.

See Depiction of Exhibit A attached hereto and made a part hereof.

*This description was prepared without the benefit of a field survey and is based solely on the recorded documents cited within.

Prepared by:

Psomas



Richard Iman, AZ. R.L.S. 68764

T:\7PIM240101\SURVE\LEGAL\VAjo-Curley\AccessEsmL.dwg B.5x11 Landscape Last Saved: 1/10/2025 By: Richard.Linn Plotted: 1/10/2025 2:08:21 PM

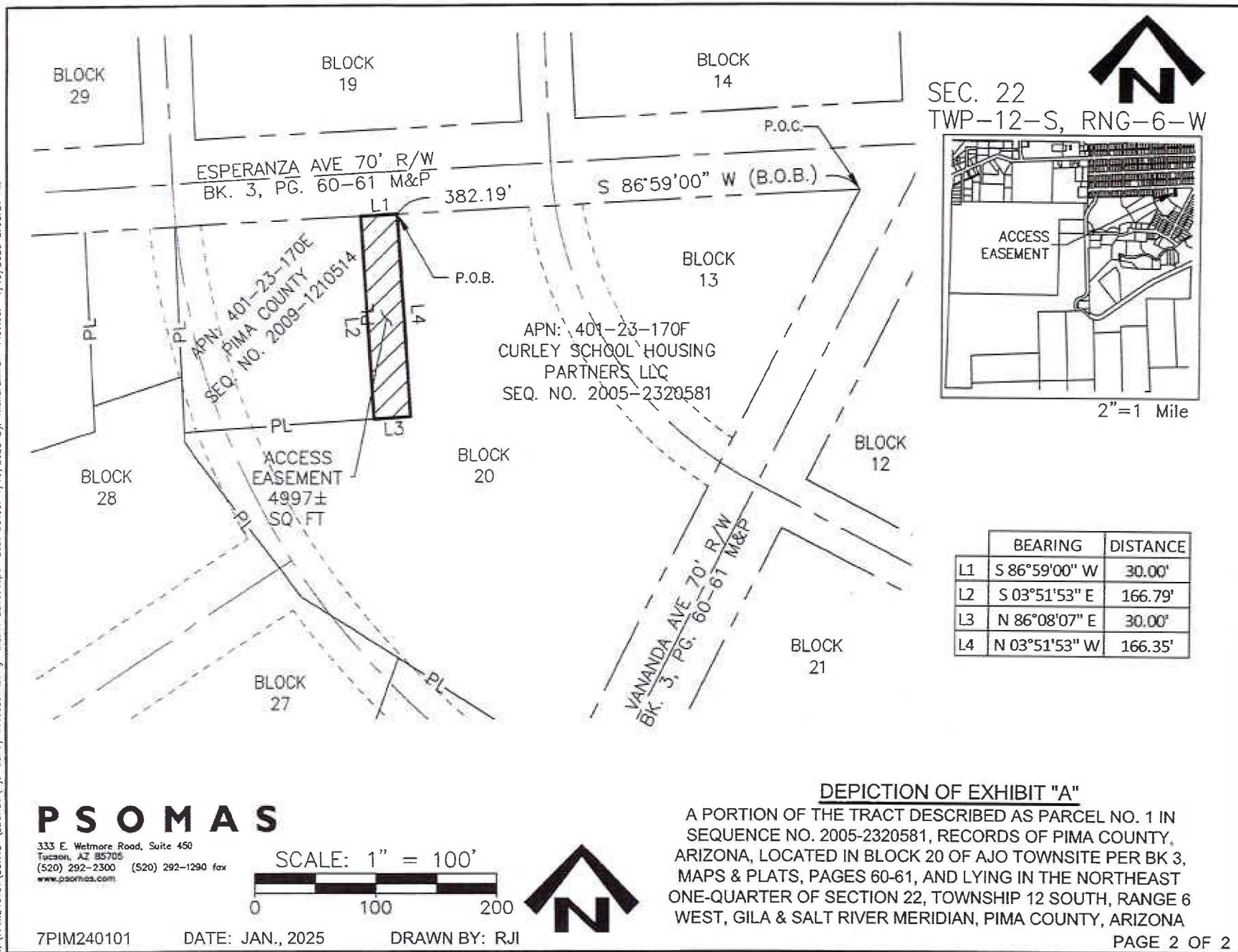


Exhibit "B"

The surface only, to a depth of 25 feet immediately beneath the surface of that portion of real property described as follows:

Portions of Block 20, Lot 1 of Block 28, the abandoned Alley in Block 28, and abandoned Juanita Street of AJO TOWNSITE, a subdivision recorded in Book 3 of Maps and Plats at page 60, records of Pima County, Arizona, described as follows:

Commencing at the easternmost corner of Block 13 of said Ajo Townsite, on the south right of way line of Esperanza Avenue;

Thence South $86^{\circ}59'00''$ West 412.19 feet upon said south right of way line to the POINT OF BEGINNING ;

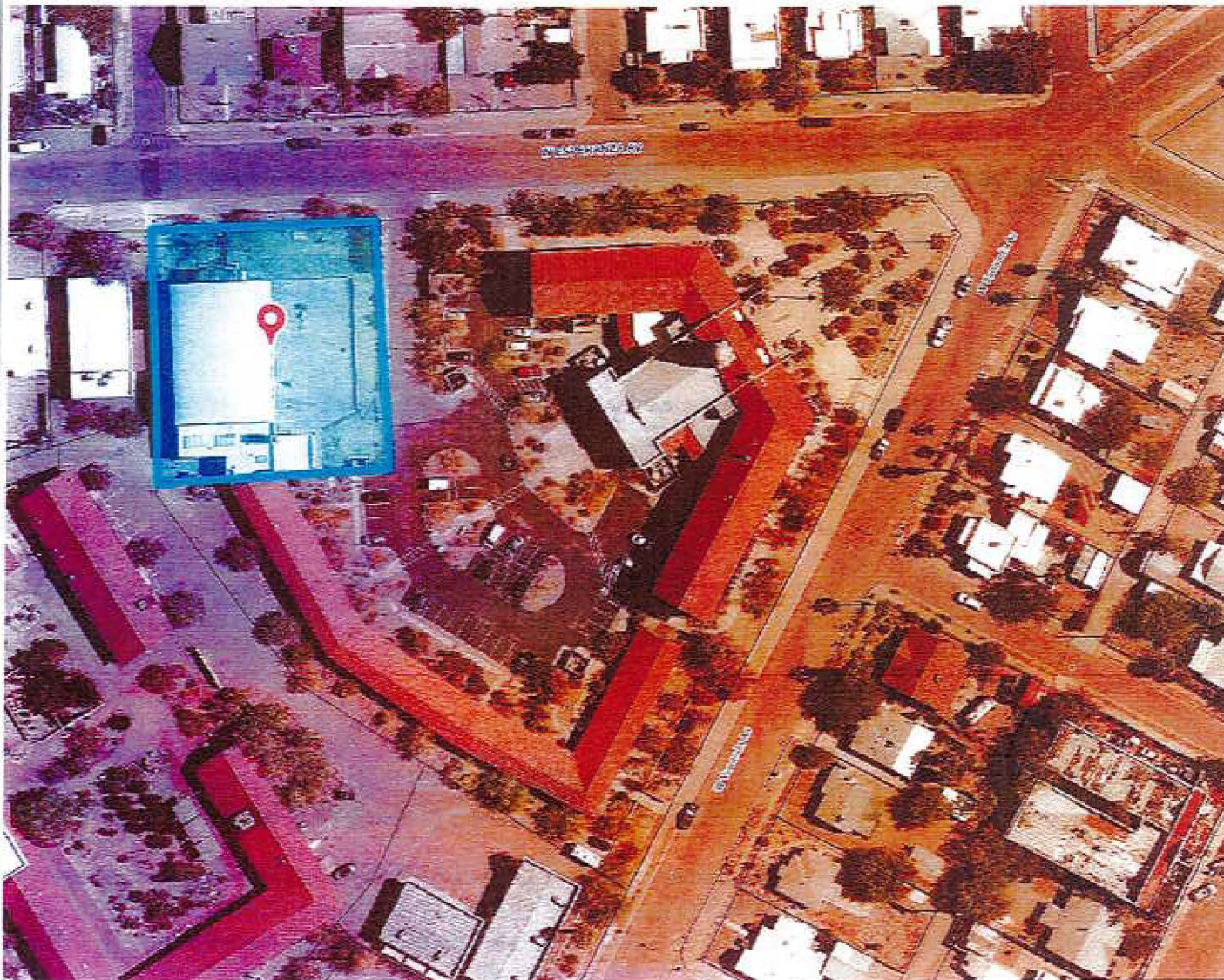
Thence South $3^{\circ}51'53''$ East 166.79 feet;

Thence South $86^{\circ}07'04''$ West, 158.42 feet;

Thence North $2^{\circ}51'00''$ West, 169.17 feet to said south right of way line;

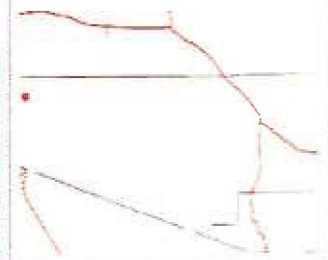
Thence North $86^{\circ}59'00''$ East 155.44 feet upon said right of way line to the POINT OF BEGINNING .

Exhibit B-1 Depicted- Benefitted Property



Legend

☐ Parcels



Notes:

200.0

100.00

Feet



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only.

1/13/2025