



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/21/2022

or Procurement Director Award: ☐

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Gregory H. Marantz and Timothy M. Steiniger

***Project Title/Description:**

Modification of Easement and Property Conveyance; RPS File No. Acq-1047

***Purpose:**

On October 19, 2021, the Pima County Flood Control District (PCFCD) acquired through an exchange the Estates at El Sereno, an undeveloped subdivision in Section 34 Township 13 South Range 16 East. Access to the subdivision is provided by way of a private road easement that serves other private property. Under the terms of the Easement, the owner of the subdivided property is responsible to perform maintenance of the private access. One of the private property owners served by the private access desires to develop their property. The owners want to install a gate at the entrance to the private access using a PCFCD owned parcel that it acquired with the subdivision. The owner has agreed to relieve the PCFCD from the maintenance obligation of the private access if they are conveyed the area needed for the gate and granted access rights to an area where the access runs outside the existing access Easement.

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

Convey a 1,743 square foot surplus parcel of land and a 13,618 square foot access easement while relieving the PCFCD from the perpetual cost of maintaining an access drive.

***Public Benefit:**

Perpetual maintenance cost savings to the PCFCD.

***Metrics Available to Measure Performance:**

The real property rights being conveyed have an estimated value of \$5,000. It is anticipated that access maintenance will need to be performed at least every two years at an estimated cost of \$5,000 per event. Therefore, after performing one final maintenance event the PCFCD will realize a perpetual cost savings well in excess of the value of the real property rights being conveyed.

***Retroactive:**

No

TO: COB 6-7-2022 (1)
Vers.: 1
pgs.: 17

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 22*0168
Commencement Date: 6/21/2022 Termination Date: 6/20/2047 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 0.00

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jim Rossi

Department: Real Property Services

Telephone: 724-6318

Department Director Signature: _____

Date: 6/1/2022

Deputy County Administrator Signature: _____

Date: 6/2/2022

County Administrator Signature: _____

Date: 6/2/2022

Agreement for Modification of Easement and Property Conveyance

This Agreement ("Agreement") is entered into by the Pima County Flood Control District, a political taxing authority of the State of Arizona ("PCFCD") and Gregory H. Marantz and Timothy M. Steiniger ("Marantz/Steiniger"), each as individual owners of real property in Pima County, State of Arizona. Marantz/Steiniger and PCFCD may individually be referenced as a "Party" or collectively referred to as the "Parties."

Recitals

- A. Eagle Peak Ranch is shown on the 1992 Development Map ("Map") recorded in the Pima County Recorder's Office, Book 8 at Page 66 and Book 10 at Page 39, Records of Survey, on July 31, 1992 and June 6, 1994, respectively. See **Attachment "A"**. The Map defines seven parcels (referred to as "Parcel 1" through "Parcel 7") and two access easements. "Easement A" is a 50-foot-wide easement extending from the northern terminus of Camino Cascabel to the north and northeast approximately 3,575 feet. "Easement B" extends from the northern terminus of Easement A to the northwest approximately 900 feet. Both Easement A and Easement B (collectively referred to as the "Easement Areas") are located within Parcel 4.
- B. A Covenant of Easement recorded in the Pima County Recorder's Office on August 3, 1992, at Docket 9346, Page 1287 (the "Original Easement") defined the benefits and burdens of the owners of Parcel 1 through Parcel 5 (the "Ranch Owners") related to the Easement Areas. The Original Easement states that the Easement Areas are for Ranch Owners ingress, egress, and utilities. The Original Easement further states that the Parcel 1 owner is obligated to maintain Easement A, and the Parcel 5 owner is obligated to maintain Easement B, and that these maintenance obligations include keeping the roadways properly graded. The Original Easement allows any of the Ranch Owners to improve/pave the Easement Areas or portions thereof, but upon making these improvements that owner becomes solely responsible for those improvements.
- C. On May 28, 2021 PCFCD acquired Lots 1-42, Common Areas "A" & "B" of The Estates at El Sereno, a subdivision of Pima County, Arizona, as recorded in the Pima County Recorder's Office in Book 63 of Maps and Plats at Page 48 (the "Plat"), consisting of Parcel 1 and Parcel 5, legally described and depicted at **Attachment "B"** (the "PCFCD Parcels"). PCFCD acquired this real property to preserve it for flood control purposes and protect it from future development by designating it as resource sensitive land, pursuant to Contract No. CT-PW-21-372. Among other details and encumbrances, the Plat references and illustrates the location of the Original Easement.
- D. Marantz/Steiniger own approximately 10.24 acres of real property that is a portion of Parcel 4, currently identified as Pima County Assessor's Parcel Number ("APN") 205-39-001V and legally described at **Attachment "C"** (the "Marantz/Steiniger Parcel"). Marantz/Steiniger desire to obtain an access easement over a portion of the PCFCD Parcel where the graded road was built outside of Easement B (the "Triangle Parcel"), as legally described and depicted at **Attachment "D"**. Marantz/Steiniger also desire to install an access gate (the

"Gate") at the northern terminus of the Camino Cascabel public right-of-way (the "Ranch Entry") to limit access to only the Ranch Owners and their guests and invitees.

- E. Valerie Baker ("Baker"), who is not a party to this Agreement, owns approximately 38.04 acres of real property that is the remaining portion of Parcel 4, currently identified as APN 205-39-001U. Baker's predecessor in interest improved/paved approximately 1,900 feet of Easement A, extending from the Ranch Entry to Baker's access driveway ("Baker Segment"). Pursuant to the Original Easement, Baker is responsible for maintenance of the Baker Segment only and is not responsible for the remaining segments of Easement A. Baker also desires the Gate be installed.
- F. In addition to the PCFCD Parcels, PCFCD owns approximately 1,635.50 square feet of real property located near the Ranch Entry, shown on the Map as "Parcel 6", currently identified as APN 205-39-001S, and legally described and depicted at **Attachment "E"**. Marantz/Steiniger and the Bakers desire to use Parcel 6 to install the Gate.
- G. North Fork Investment Company ("North Fork"), which is not a party to this Agreement, owns Parcel 2 and Parcel 3 illustrated by the Map and currently identified as APNs 205-39-001N and 205-39-001P.
- H. In accordance with the Original Easement mentioned above, on May 18, 2022, PCFCD completed grading the existing road within the Easement A, Easement B and the Triangle Parcel areas ("Initial Grading"), excluding the paved areas of the Baker Segment.
- I. The Parties are successors in interest in and to the Original Easement, and they desire to further define rights and obligations related to the Easement Areas in exchange for other consideration, described herein. The Parties do not intend for this Agreement to modify, alter, or change in any way whatsoever Baker's or North Fork's rights under the Original Easement.

Agreement

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

1. Amendment to "Easement A" Rights and Obligations.

1.1. Maintenance Obligations:

- 1.1.1. *Marantz/Steiniger*: Upon recordation of the Easement Amendment, Marantz/Steiniger will fully assume PCFCD's maintenance obligations for Easement A.
- 1.1.2. *Hold Harmless*: Upon recordation of the Easement Amendment, Marantz/Steiniger will hold PCFCD harmless from any claims brought by any Ranch Owner pursuant to Original Easement related to the portion of Easement A.

- 1.2. Parcel 6 Conveyance: Surveys of Eagle Peak Ranch identify Parcel 6 as a "Pump Station" serving the needs of the Ranch Owners.
 - 1.2.1. PCFCD agrees to transfer fee title in Parcel 6 to Marantz/Steiniger via Quitclaim Deed for purposes of installing and maintaining the Gate at or near the Ranch Entry.
 - 1.2.2. Marantz/Steiniger agree that Parcel 6 shall remain available to Ranch Owners for its intended purpose as a Pump Station and that Marantz/Steiniger's will design their gate improvements to accommodate said use.
- 1.3. Access Gate: Marantz/Steiniger may install and maintain the Gate. If Marantz/Steiniger install the Gate, they will do so pursuant to the following:
 - 1.3.1. Marantz/Steiniger will provide Gate access via key, lock combination, or automatic entry control, to all the Ranch Owners who will continue to have full access rights to Easement A as described in the Original Easement. PCFCD will limit Gate access to its employees and contractors.
 - 1.3.2. PCFCD will have no obligation to contribute to the Gate's installation, maintenance or operation costs, except in cases where PCFCD, its employees or contractors have caused damage to the Gate due to negligence, gross negligence or intentional acts.
 - 1.3.3. Marantz/Steiniger may enter into a separate agreement with Baker and/or North Fork regarding cost sharing for the Gate's installation, operations, and maintenance costs.
- 1.4. The terms of this Section 1 shall survive termination of this Agreement.

2. Amendment to "Easement B" Rights and Obligations.

2.1. Maintenance Obligations:

- 2.1.1. *Marantz/Steiniger*: Upon recordation of the Easement Amendment, Marantz/Steiniger will fully assume PCFCD's maintenance obligations for Easement B and the following described Triangle Easement.
- 2.1.2. *Hold Harmless*: Upon recordation of the Easement Amendment, Marantz/Steiniger will hold PCFCD harmless from any claims brought by any Ranch Owner pursuant to Original Easement related to Easement B and the following described Triangle Easement.

2.2. Triangle Easement: To allow for Marantz/Steiniger to utilize the existing roadway that was originally constructed outside of Easement B and on PCFCD property, the Parties agree to the following:

- 2.2.1. PCFCD hereby agrees to grant Marantz/Steiniger a non-exclusive, perpetual easement for pedestrian and vehicle ingress and egress, and for the installation, maintenance, and replacement of utilities within, over, through, and under the Triangle Parcel (the "Triangle Easement"). New disturbance of vegetation should be minimized.

- 2.2.2. The Parties acknowledge that Rural Metro, or the applicable fire protection provider, may require additional turning radius on the roadway, and that the Triangle Easement and Reserved Area may be used for this additional turning radius.
- 2.2.3. Marantz/Steiniger agree that they will not disturb the area within Easement B that is generally adjacent to the Triangle Parcel and does not currently contain the roadway, except that Marantz/Steiniger may use this area for purposes of vehicle access driveways, utilities, and landscaping. This "Reserved Area" is legally described and depicted at **Attachment "F"**.
- 2.3. The terms of this Section 2 shall survive termination of this Agreement.
3. **Utility Easement:** PCFCD acknowledges and agrees that the Plat's Dedication grants all utility companies easements over common areas, including the private streets, for access, installation and maintenance of above ground and underground utilities, and that these utility easements within the platted common areas remains valid and available for use if needed for utility connections to and from the Marantz/Steiniger Parcel. This section shall survive termination of this Agreement.
4. **Recording:** The Parties agree to record the following:
- an amendment to the Original Easement ("Easement Amendment") that memorializes the rights and obligations related to the Original Easement stated herein;
 - the Triangle Easement outlined in Section 2.2 above; and,
 - a Quitclaim Deed to transfer title for Parcel 6.
- 4.1. Such recording shall occur in the official records of the Pima County Recorder, State of Arizona, no later than 30 days from the Effective Date.
- 4.2. The Easement Amendment and Quitclaim Deed shall be recorded in sequence such that there is no gap or delay in the transfer of obligations and transfer of title.
5. **Owner Rights:** Nothing in this Agreement shall limit the rights granted by the Original Easement to any current or future Ranch Owners.
6. **Effective Date:** This Agreement shall be effective as of the date that all Parties have fully executed the Agreement (the "Effective Date").
7. **Termination:** This Agreement shall remain in effect until terminated by written instrument signed by all the Parties or their successors or assigns.
8. **Successors and Assigns.** Except as governed by Section 7, this Agreement and the rights and obligations stated herein shall run with the land and shall inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and assigns.
9. **No Public Grant.** Nothing contained in this Agreement shall be used or construed as a grant of any rights to any public or governmental authority or agency other than the Parties stated herein.

10. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

PCFCD: Suzanne Shields, Director
201 N. Stone Ave, 10th Fl
Tucson AZ 85701

Marantz/Steiniger: Greg Marantz and Tim Steiniger
1820 S. Harrison Rd.
Tucson, AZ 85748

With copy to: Lazarus & Silvyn, PC
c/o Rory Juneman, Esq.
5983 E. Grant Rd., Ste. 290
Tucson, AZ 85712

11. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement; all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties hereto, oral or written, are hereby superseded by this Agreement. This Agreement may not be altered or amended except by an agreement in writing signed by all the Parties.
12. **Choice of Law.** This Agreement has been made in, and its validity, performance, and effect shall be determined in accordance with the laws of the State of Arizona.
13. **Waiver.** The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of this Agreement.
14. **Exhibits & Recitals.** Each of the exhibits attached to the Agreement, and all the Recitals stated above, are hereby incorporated by this reference.
15. **Headings.** The headings of Sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
16. **Counterparts.** This Agreement, and any modifications, may be executed in one or more counterparts, all Parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one instrument.
17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona

Chairman of Board of Directors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:



Suzanne Shields, Director

5/27/2022
Date

APPROVED AS TO FORM:

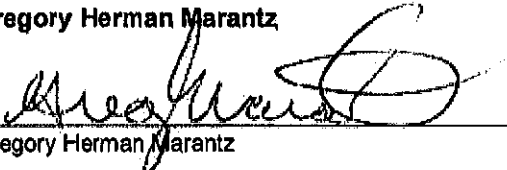


Kathryn Gre, Deputy County Attorney

May 27, 2022

Marantz/Steiniger

Gregory Herman Marantz



Gregory Herman Marantz

5/26/2022
Date

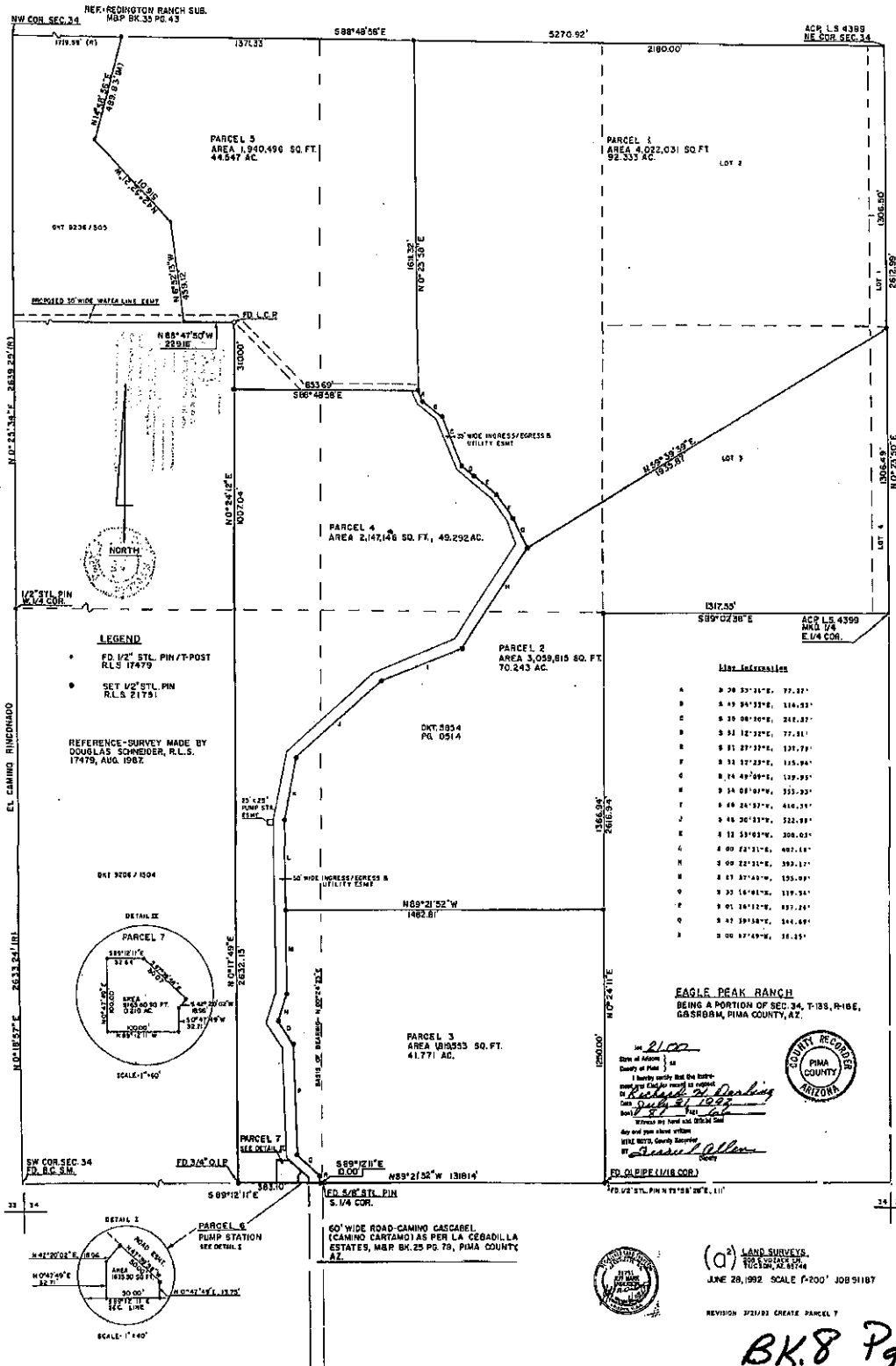
Timothy Mark Steiniger



Timothy Mark Steiniger

5-26-22
Date

Attachment "A" Development Map



BK.8 Pg.66

BK.8 Pg. 66

Attachment "B"
PCFCD Parcels
Legal Description and Depiction

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

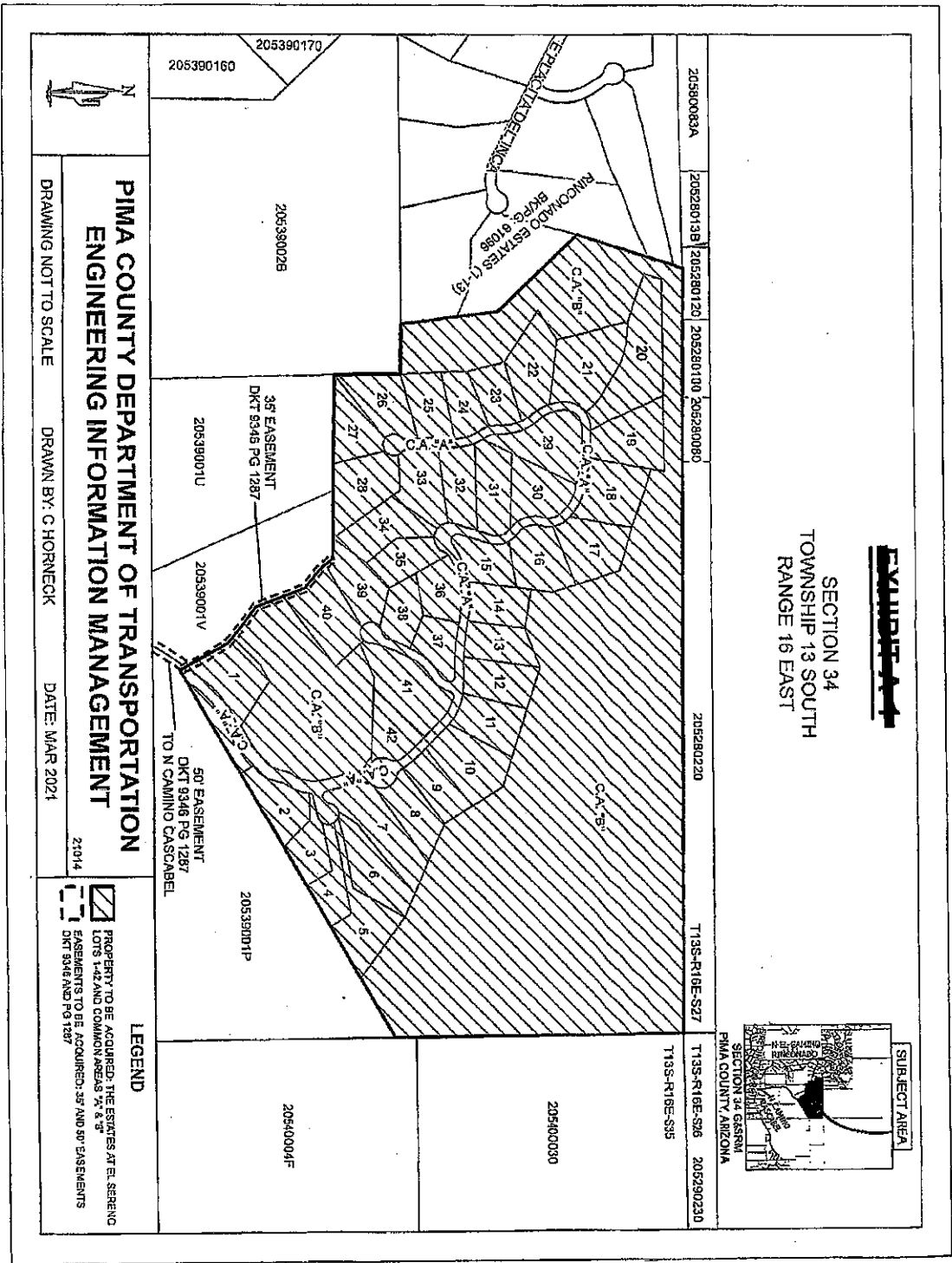
Parcel No. 1:

Lots 1 through 42, inclusive, and Common Areas A and B of The Estates at El Sereno, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 63 of Maps and Plats at page 48 thereof.

Parcel No. 2:

35-foot and 50-foot wide easements for ingress, egress and utilities as set forth in instrument recorded August 3, 1992 in Docket 9346, page 1287;

Except any portion lying within Parcel No. 1, above.



Attachment "C"
Marantz/Steiniger Parcel Legal Description

Parcel 1:

All That Portion Of Parcel 4 Of Eagle Peak Ranch, As Shown In Record Of Surveys, Book 8 At Page 66 And Thereafter Amended By Declaration Of Scrivener's Error Recorded In Docket 9776 At Page 94, Pima County, Arizona, And Further Described As Follows:

Commencing At The Southwest Corner Of Said Parcel 4;

Thence North 0°17'49" East, Along The West Line Of Parcel 4, 2632.15 Feet;

Thence Continue Along Said West Line, North 0°24'12" East, 1007.04 Feet To The Northeast Corner Thereof;

Thence South 88°48'58" East, Along The North line Of Parcel 4, A Distance Of 513.15 Feet To The True Point Of Beginning;

Thence Continue South 88°48'58" East, 340.54 Feet To Northeast Corner Of Said Parcel 4;

Thence South 38°55'21" East, 77.27 Feet;

Thence South 49°54'53" East, 114.52 Feet;

Thence South 20°08'20" East, 242.37 Feet;

The Thence South 53°12'32" East, 77.31 Feet;

Thence South 51°27'37" East, 137.79 Feet;

Thence South 32°12'25" East, 125.94 Feet;

Thence South 24°49'09" East, 129.95 Feet;

Thence South 34°09'07" West, 555.33 Feet;

Thence North 25°42'07" West, 660.33 Feet;

Thence North 23°14'47" West, 641.76 Feet To The True Point Of Beginning.

Parcel 2:

A 15 Foot Wide Utility Easement Lying Over A Portion Of Parcel 4 Of Eagle Peak Ranch, As Recorded In Record Of Surveys, Book 8 At Page 66, Pima County, Arizona, The Centerline Of Which Is Described As Follows:

Commencing At The Northwest Corner Of Said Parcel 4;

Thence South 88°48'58" East, Along The North Line Of Said Parcel 4, A Distance Of 513.15 Feet;

Thence South 23°14'47" East, 641.75 Feet To The True Point Of Beginning;

Thence South 25°42'07" East, 660.33 Feet To The Point Of Termination Of The Southeasterly Line Of Said Parcel 4.

Excepting Therefrom Any Portion Lying Within Parcel 1 Above.

Parcel No 3:

An Easement For Ingress And Egress And Utilities As Set Forth And More Particularly Described In Declaration Of Easement, Development And Maintenance Agreement Between Kenneth C. Birch And Constance T. Birch And Edward F. Cummings And Rhonda J. Cummings Recorded Concurrently Herewith.

Attachment "D"
Triangle Parcel Legal Description and Depiction



PHONE: (520) 790 8373 • FAX: (520) 512 8373
4817 EAST 5TH STREET • TUCSON, ARIZONA 85711

EXHIBIT _____
OFFSITE ACCESS AND UTILITY EASEMENT
LEGAL DESCRIPTION

An easement for access and utility purposed over a portion of that certain parcel of land recorded in Sequence No. 2021-1480478, being a portion of Lot 1, Lot 40, and Common Area "B" of "The Estates at El Sereno" Subdivision, according to Book 63, Page 48, Maps and Plats, also being a portion of Section 34, Township 13 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Westernmost corner of said Lot 1, also being the Southwestern corner of said Common Area "B";

THENCE North 51° 24' 45" West, along the Southwesterly line of said Common Area "B", a distance of 103.98 feet to an angle point thereon;

THENCE North 53° 17' 44" West, continuing along the Southwesterly line said Common Area "B", a distance of 77.09 feet to an angle point thereon;

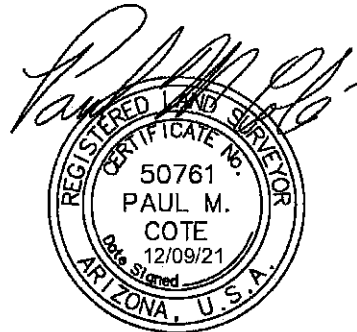
THENCE North 20° 07' 58" West, continuing along the Southwesterly line said Common Area "B", a distance of 133.94 feet to the Southwesternmost corner of said Lot 40;

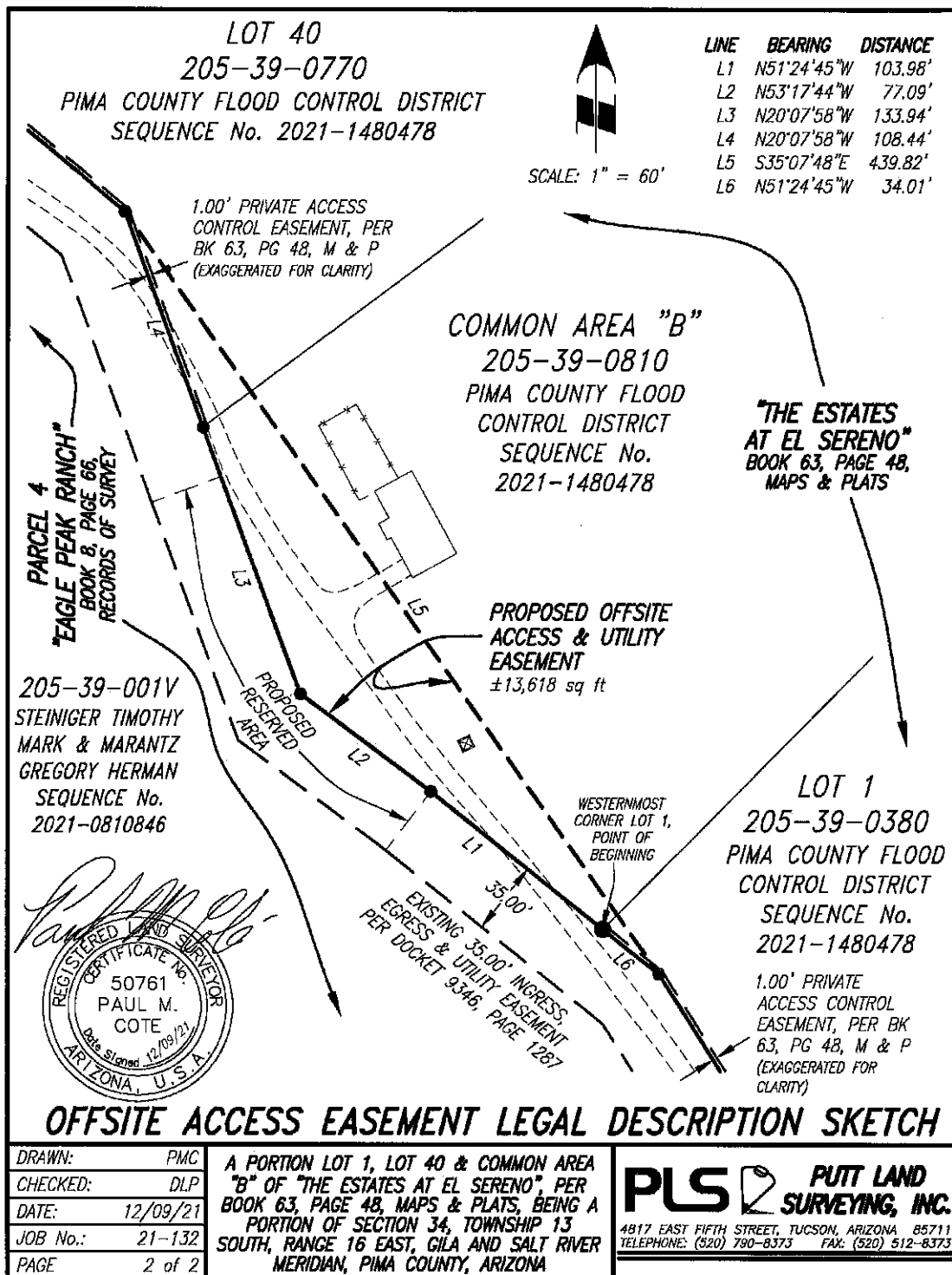
THENCE continue North 20° 07' 58" West, along the Southwesterly line of said Lot 40, a distance of 108.44 feet to an angle point thereon;

THENCE South 35° 07' 48" East, a distance of 439.82 feet to an angle point on the Southwesterly line of said Lot 1;

THENCE North 51° 24' 45" West, along the Southwesterly line of said Lot 1, a distance of 34.01 feet to the **POINT OF BEGINNING**.

SAID OFFSITE ACCESS AND UTILITY EASEMENT
contains 13,618 square feet, more or less.





Attachment "E"

Parcel 6 Legal Description and Depiction

All that portion of the Southwest quarter of Section 34, Township 13 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona, further described as follows:

Commencing at the South quarter corner of Section 34;

THENCE North 89 degrees 12 minutes 11 seconds West, 60.00 feet to the True Point of Beginning;

THENCE continue North 89 degrees 12 minutes 11 seconds West, 50.00 feet;

THENCE North 00 degrees 47 minutes 49 seconds East, 32.71 feet;

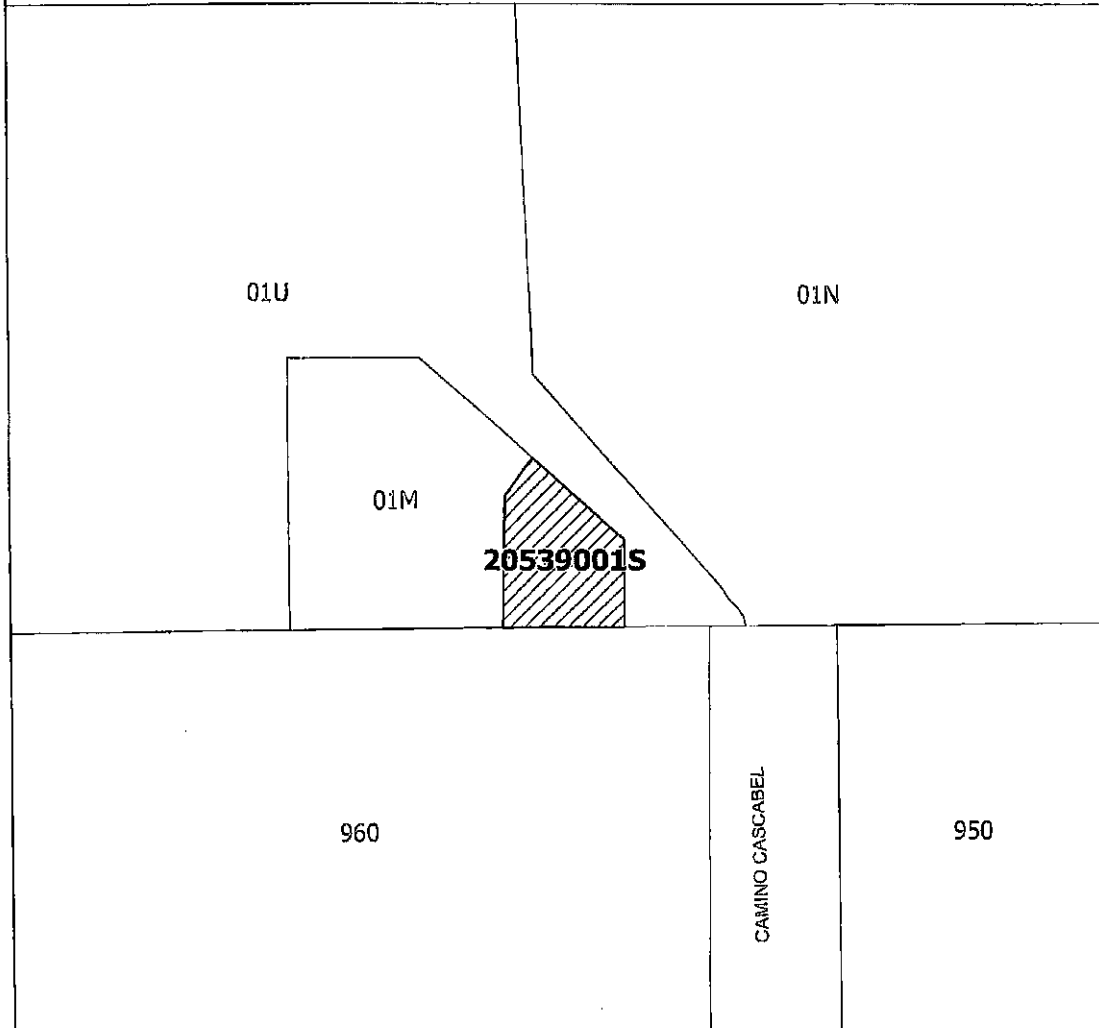
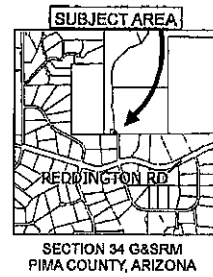
THENCE North 42 degrees 20 minutes 02 seconds East, 18.96 feet;

THENCE South 47 degrees 39 minutes 58 seconds East, 50.00 feet;

THENCE South 00 degrees 47 minutes 49 seconds West, 13.75 feet to the True Point of Beginning.


~~EXHIBIT B-4~~

SECTION 34
TOWNSHIP 13 SOUTH
RANGE 16 EAST



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT 21045

LEGEND

 Subject Parcel
20539001S

DRAWING NOT TO SCALE DRAWN BY: J. MATHER DATE: SEPT 2021

Attachment "F"
Reserved Area Legal Description and Depiction



PHONE: (520) 790 8373 • FAX: (520) 512 8373
4817 EAST 5TH STREET • TUCSON, ARIZONA 85711

EXHIBIT _____
RESERVED AREA LEGAL DESCRIPTION

A portion of that certain easement recorded in Docket 9346, Page 1287, being a portion of that certain parcel of land recorded in Sequence No. 2021-0810846, also being a portion of Section 34, Township 13 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Westernmost corner of Lot 1, also being the Southwestern corner of Common Area "B", of "The Estates at El Sereno" Subdivision, according to Book 63, Page 48, Maps and Plats, Pima County, Arizona, also being a point on the Northeasterly line of said easement recorded in Docket 9346, Page 1287;

THENCE North 51° 24' 45" West, along the Southwesterly line of said Common Area "B", and on the Northeasterly line of said easement recorded in Docket 9346, Page 1287, a distance of 103.98 feet to an angle point thereon, and the **POINT OF BEGINNING**;

THENCE South 37° 35' 13" West, a distance of 35.00 feet, to an angle point on the Southwesterly line of said easement recorded in Docket 9346, Page 1287;

THENCE North 53° 17' 44" West, along the Southwesterly line of said easement recorded in Docket 9346, Page 1287, a distance of 86.97 feet;

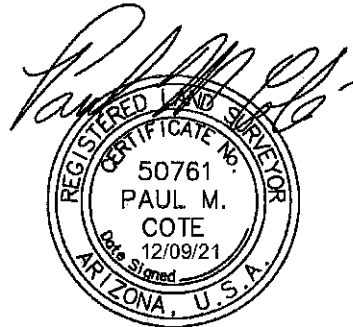
THENCE North 20° 07' 58" West, continuing along the Southwesterly line of said easement recorded in Docket 9346, Page 1287, a distance of 119.43 feet;

THENCE North 69° 52' 02" East, a distance of 35.00 feet to a point on the Northeasterly line of said easement recorded in Docket 9346, Page 1287;

THENCE South 20° 07' 58" East, along the Northeasterly line of said easement recorded in Docket 9346, Page 1287, a distance of 109.01 feet;

THENCE South 53° 17' 44" East, continuing along the Northeasterly line of said easement recorded in Docket 9346, Page 1287, a distance of 77.09 feet to the **POINT OF BEGINNING**.

SAID RESERVED AREA contains 6,869 square feet, more or less.



December 7, 2021

Page 1 of 2 (Sketch is Page 2)
Reserved Area Legal Description

Job No. 21-132

