

142



DATE/TIME: 05/01/2025 1042  
FEE: \$0.00  
PAGES: 14  
FEE NUMBER: 2025-035114

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

**RESOLUTION NO. 043025-RD23-147A**

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS, TO AMEND RESOLUTION NO. 051524-RD23-147, "A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS ACCEPTING A WARRANTY DEED FOR FEE RIGHT OF WAY FOR A PORTION OF GARY ROAD, AND DRAINAGE EASEMENT" BY SUBSTITUTING WITH A NEW DRAINAGE EASEMENT

WHEREAS, on April 11, 2024, a Drainage Easement ("**Easement**") was executed by Skyline & Gary Partners, an Arizona limited liability company, as ("**Grantor**") granting a non-exclusive drainage easement to the public, a copy which was recorded at Fee Number 2024-026582, official records of the Pinal County Recorder and is attached hereto as **Exhibit "A"**; and

WHEREAS, on May 15, 2024, Pinal County Board of Supervisors ("**Board**") passed and adopted Resolution No. 051524-RD23-147, recorded at Fee Number 2024-036579, accepting the Easement; and

WHEREAS, following the Board's acceptance of the Easement, the building plans for the adjacent property have changed and the legal description of the Easement no longer aligns with the new building plans, requiring execution of a new Drainage Easement with a different legal description ("**New Drainage Easement**"), a recorded copy of which is attached as **Exhibit "B"**; and

WHEREAS, it is in the best interests of Pinal County to accept the New Drainage Easement for non-exclusive drainage purposes.

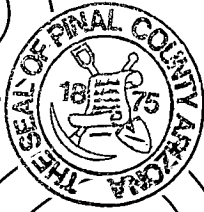
THEREFORE, BE IT RESOLVED that the Board Resolution No. 051524-RD23-147, "a Resolution of Pinal County Board of Supervisors Accepting a Warranty Deed for right of way for a portion of Gary Road, and Drainage Easement" is hereby amended to substitute with a New Drainage Easement while the remaining content of the Board Resolution No. 051524-RD23-147 stays unchanged.

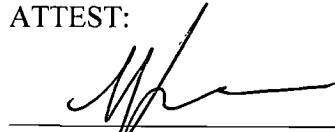
BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.


RESOLUTION NO. 043025-RD23-147A

PASSED AND ADOPTED this 30th day of April, 2025, by the PINAL COUNTY BOARD OF SUPERVISORS.

  
Chairman of the Board



ATTEST:  
  
Clerk of the Board

APPROVED AS TO FORM:  
  
Deputy County Attorney

RESOLUTION NO. 043025-RD23-147A

**EXHIBIT "A"**

**[Drainage Easement Recorded 4/11/24 – Fee #2024-026582]**

WATERFORD

Diversified Partners LLC  
7339 E. McDonald Dr  
Scottsdale, AZ 85250

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



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Dana Lewis

DATE/TIME: 04/11/2024 1359  
FEE: \$30.00  
PAGES: 5  
FEE NUMBER: 2024-026582

### DRAINAGE EASEMENT

EXEMPT: A.R.S. § 11-1134(A)(2)

THAT, Skyline & Gary Partners, LLC, an Arizona limited liability company, 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 11th day of April, 2024.

Signature of GRANTOR:

Skyline & Gary Partners, LLC, an Arizona limited liability company

By: Browns Family Holdings, an Arizona limited liability company

By: Walter L. Brown Jr.  
Its: Managing Member

Signature

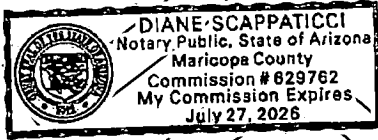
State of ARIZONA )

County of )

) ss.  
)

The foregoing Warranty Deed was acknowledged before me this 11<sup>th</sup> day of APRIL, 2024, by Walter L. Brown Jr., as Browns Family Holdings, Managing Member of Skyline & Gary Partners, LLC, an Arizona limited liability company, for and on behalf thereof.

*Diane Scappaticci*  
Notary Public



My Commission Expires: 7-27-2026

**EXHIBIT A**  
**Legal Description – See following pages**

U  
H  
O  
F  
C  
S

**EXHIBIT B**  
**DRAINAGE EASEMENT**  
**SECTION 12, TOWNSHIP 3 SOUTH RANGE 7 EAST**

NORTHEAST QUARTER  
 SEC 12 T3S R7E  
 FOUND 3" BRASS  
 CAP FLUSH

50' RIGHT OF WAY PER  
 FEE #2005-170004, PCR.

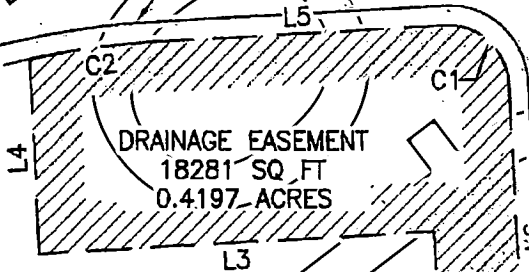
POINT OF COMMENCEMENT

EAST LINE OF THE  
 NORTHEAST QUARTER  
 OF SAID SECTION 12

WEST SKYLINE DRIVE

NEW PROPOSED SOUTHERLY  
 RIGHT OF WAY LINE OF  
 WEST SKYLINE DRIVE

55' ROW PER FEE  
 #2005-067008, PCR.



APN: 509-02-002V

211.51'  
 S03°12'49"E 2646.87'  
 S86°47'11"W  
 83.00'

POINT OF BEGINNING

NEW PROPOSED WESTERLY  
 RIGHT OF WAY LINE OF  
 NORTH GARY ROAD

APN: 509-02-002T  
 AMERICAN CHARTER  
 SCHOOLS FOUNDATION  
 LOT: 1

APN: 509-02-002W

2435.36'  
 NORTH GARY ROAD

EAST QUARTER CORNER  
 SEC 12 T3S R73  
 FOUND GLO WITH  
 TAG 1919



SEE SHEET 2 FOR  
 LEGEND AND TABLES

SHEET 1 OF 2  
 DATE: FEBRUARY 20, 2024

**HARVEY LAND SURVEYING, INC.**  
 PO BOX 10772  
 CASA GRANDE, ARIZONA 85130  
 (520) 876-4786

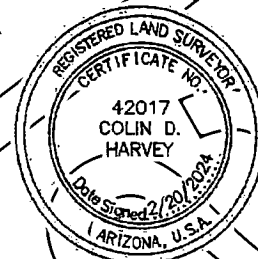
**EXHIBIT B**  
**DRAINAGE EASEMENT**  
**SECTION 12, TOWNSHIP 3 SOUTH RANGE 7 EAST**

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	34.00'	N86°47'11"E
L2	66.00'	N03°12'49"W
L3	162.82'	S86°47'11"W
L4	78.58'	N03°12'49"W
L5	121.19'	N86°47'02"E
L6	123.50'	S03°12'49"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.27'	25.00	090°00'09"
C2	50.83'	337.00	008°38'33"

**LEGEND**

- SECTION LINE
- MONUMENT LINE
- EXISTING RIGHT OF WAY
- PROPERTY LINE
- OTHERS PROPERTY LINE
- EASEMENT



SEE SHEET 1 FOR  
EXHIBIT

SHEET 2 OF 2  
DATE: FEBRUARY 20, 2024

**HARVEY LAND SURVEYING, INC.**  
**PO BOX 10772**  
**CASA GRANDE, ARIZONA 85130**  
**(520) 876-4786**

RESOLUTION NO. 043025-RD23-147A

**EXHIBIT "B"**

[New Drainage Easement Recorded 4/14/25 – Fee # 2025-029143]

WORLDWIDE



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Dana Lewis

DATE/TIME: 04/15/2025 0830  
FEE: \$0.00  
PAGES: 5  
FEE NUMBER: 2025-029143

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

**DRAINAGE EASEMENT**

EXEMPT: A.R.S. § 11-1134(A)(2)

THAT, **Skyline & Gary Partners, LLC**, an Arizona limited liability company, 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 10<sup>th</sup> day of April, 2025.

Signature of GRANTOR:

**Skyline & Gary Partners, LLC**, an Arizona limited liability company

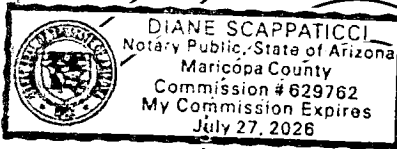
By: Walter L. Brown Jr.  
Its: Signatory Agent

By: [Signature]  
Signature

State of ARIZONA )  
 ) ss.  
County of MARICOPA )

The foregoing Drainage Easement was acknowledged before me this 10<sup>th</sup> day of APRIL, 2025, by Walter L. Brown Jr., as Signatory Agent of Skyline & Partners, LLC, an Arizona limited liability company, for and on behalf thereof.

*Diane Scappaticci*  
Notary Public



My Commission Expires: 7-27-2026

**EXHIBIT A**  
**Legal Description – See following pages**

U  
H  
O  
F  
C  
S

# EXHIBIT 'A'

## DRAINAGE EASEMENT LEGAL DESCRIPTION

SHEET 1 OF 1

BEING A PORTION OF PARCEL 1 OF A MINOR LAND DIVISION SURVEY MAP ON FILE IN THE OFFICE OF THE PINAL COUNTY RECORDER, RECORDED AS FEE NO. 2023-029974 AND LYING WITHIN SECTION 12, TOWNSHIP 3 SOUTH, RANGE 7 EAST OF GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF PINAL, STATE OF ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12 AND LYING ON THE CENTERLINE OF NORTH GARY ROAD AS SHOWN ON SAID MAP; THENCE ALONG SAID CENTERLINE, N03°12'49"W A DISTANCE OF 2,646.87 FEET TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S03°12'49"E A DISTANCE OF 88.00 FEET; THENCE LEAVING SAID CENTERLINE, S86°47'11"W A DISTANCE OF 75.00 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH GARY ROAD AS DESCRIBED IN WARRANTY DEED 2024-026581 AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 33.00 FEET TO WHICH A RADIAL LINE BEARS S86°47'11"W; THENCE NORTHWESTERLY ALONG SAID NON TANGENT CURVE AN ARC DISTANCE OF 5.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NON TANGENT CURVE TO WHICH A RADIAL LINE BEARS S78°04'09"W, AN ARC DISTANCE OF 46.82 FEET TO THE SOUTH RIGHT OF WAY LINE OF SKYLINE ROAD, BEING 55.00 FEET IN HALF WIDTH AS DESCRIBED IN SAID WARRANTY DEED; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S86°47'02"W A DISTANCE OF 17.69 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S03°12'58"E A DISTANCE OF 13.00 FEET; THENCE S86°47'02"W A DISTANCE OF 24.60 FEET; THENCE S03°12'58"E A DISTANCE OF 6.40 FEET; THENCE S86°47'02"W A DISTANCE OF 102.05 FEET; THENCE N03°12'58"W A DISTANCE OF 6.82 FEET; THENCE S82°15'04"W A DISTANCE OF 23.72 FEET; THENCE S03°12'58"E A DISTANCE OF 32.94 FEET; THENCE N86°47'02"E A DISTANCE OF 150.30 FEET; THENCE N03°12'58"W A DISTANCE OF 16.73 FEET; THENCE N79°47'22"E A DISTANCE OF 21.90 FEET; THENCE N86°47'02"E A DISTANCE OF 28.57 FEET TO THE POINT OF BEGINNING.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



*William Whatley*

