

**TOWN OF PRESCOTT VALLEY
REQUEST FOR COUNCIL ACTION
Date: December 17, 2009**

SUBJECT: Water Easement and MUP Easements for the Glassford Hill Apartments Development.

SUBMITTING DEPARTMENT: Public Works

PREPARED BY: Boyd Robertson, Deputy Public Works Director, for
Norm Davis, Public Works Director

AGENDA LOCATION: Comments/Communications , Consent , Work/Study ,
New Business , Public Hearing , Second Reading

ATTACHMENTS: Water Easement and MUP Easements for the Glassford Hill Apartments.

SUMMARY/BACKGROUND: As a part of the development of the Glassford Hill Apartments property a Water Easement and Multi-Use Path Easements are required across the development property for maintenance and operations of the utility and MUP at the Glassford Hill Apartments site. This action is for approval and acceptance of these easements.

OPTIONS ANALYSIS: The Council may vote to:

- 1.) Approve the Easements, **OR**
- 2.) Not approve the Easements, **AND/OR**
- 3.) Direct staff to pursue other options.

ACTION OPTION: Motion to approve the easements as attached. VOTE.

RECOMMENDATION: Staff recommends approval as required for a water easement and MUP easements for the Glassford Hill Apartments Development.

FISCAL ANALYSIS: There is not a direct fiscal impact as a result of approving these easements with the exception of minor recording fees and a minimal payment of \$10.00 each for the three easements.

REVIEWED BY:

Management Services Director _____ Town Clerk _____

Town Attorney _____

Town Manager _____

COUNCIL ACTION:

Approved Denied Tabled/Deferred Assigned to _____

When Recorded Mail To:
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

**TOWN OF PRESCOTT VALLEY
PEDESTRIAN EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to:

**GLASSFORD HILL APARTMENTS
6911 SANTA FE LOOP RD., PRESCOTT VALLEY, AZ. 86314**

hereinafter referred to as GRANTOR, by the Town of Prescott Valley, a municipal corporation of Arizona, its successors and assigns, hereinafter referred to as GRANTEE, the receipt of which consideration is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a public right-of-way for the passage of pedestrian traffic (sidewalk and/or multi-use path) together with the attendant customary uses, and all other necessary and appurtenant structures and facilities upon, along, over, under, across and through the land of the GRANTOR located in Yavapai County, Arizona, said land being more particularly described as follows:

SEE EXHIBIT A – PARCEL “A”

together with the right of full and free ingress and egress for the purposes herein specified.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its heirs, successors, and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its heirs, successors and assigns. At the same time, GRANTOR shall maintain the sidewalk and/or multi-use path free of obstructions.

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)

GRANTOR shall not erect, construct or permit to be erected or constructed, any building or other structure; shall not plant any trees; shall not drill any well; shall not install any fences; and shall not alter ground level by cuts or fills within the limits of said easement without the express written permission of the GRANTEE.

GRANTEE shall have the right to erect, maintain and use gates in all fences which now cross said easement and trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenience and safe exercise of the rights hereby granted.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 24th day of November, 2009.

GRANTOR:

Edward J. Ruwaldt
(Signature of Owner/Officer/Agent)

(Signature of Owner/Officer/Agent)

STATE OF Arizona)
) §
COUNTY OF Yavapai)

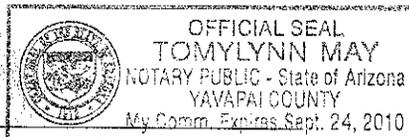
The foregoing instrument was acknowledged before me this 24th day of November, 2009 by Edward J Ruwaldt
Print - (Name of Owner/Officer/Agent)

Managing Partner of Glasford Hill Apartments Phase II
(Title) (Name of Corporation/Company/LLC)

a(n) Arizona Limited Partnership
(State or place of incorporation) Write in type: Corporation/Company/LLC

On behalf of said Limited Partnership
Write in type: Corporation/Company/LLC

Tomylynn May
Notary Public



My Commission Expires:

When Recorded Mail To:
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

**TOWN OF PRESCOTT VALLEY
PEDESTRIAN EASEMENT**

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6911 SANTA FE LOOP RD., PRESCOTT VALLEY, AZ. 86314**

hereinafter referred to as GRANTOR, by the Town of Prescott Valley, a municipal corporation of Arizona, its successors and assigns, hereinafter referred to as GRANTEE, the receipt of which consideration is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a public right-of-way for the passage of pedestrian traffic (sidewalk and/or multi-use path) together with the attendant customary uses, and all other necessary and appurtenant structures and facilities upon, along, over, under, across and through the land of the GRANTOR located in Yavapai County, Arizona, said land being more particularly described as follows:

SEE EXHIBIT A – PARCEL “B”

together with the right of full and free ingress and egress for the purposes herein specified.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its heirs, successors, and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its heirs, successors and assigns. At the same time, GRANTOR shall maintain the sidewalk and/or multi-use path free of obstructions.

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)

GRANTOR shall not erect, construct or permit to be erected or constructed, any building or other structure; shall not plant any trees; shall not drill any well; shall not install any fences; and shall not alter ground level by cuts or fills within the limits of said easement without the express written permission of the GRANTEE.

GRANTEE shall have the right to erect, maintain and use gates in all fences which now cross said easement and trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenience and safe exercise of the rights hereby granted.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 24th day of November, 2009.

GRANTOR:

Edward J. Ruvoldt
(Signature of Owner/Officer/Agent)

(Signature of Owner/Officer/Agent)

STATE OF Arizona)
) §
COUNTY OF YAVAPAI)

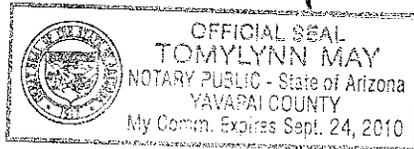
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Print - (Name of Owner/Officer/Agent)

Managing Partner of Glassford Hill Apartments Phase II
(Title) (Name of Corporation/Company/LLC)

a(n) Arizona
(State or place of incorporation)

Limited Partnership
Write in type: Corporation/Company/LLC

On behalf of said Limited Partnership
Write in type: Corporation/Company/LLC



Tomyllyn May
Notary Public

My Commission Expires:

When Recorded Mail To:
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

**TOWN OF PRESCOTT VALLEY
WATER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to:

**GLASSFORD HILL APARTMENTS
6911 SANTA FE LOOP RD., PRESCOTT VALLEY, AZ. 86314**

hereinafter referred to as GRANTOR, by the Town of Prescott Valley, a municipal corporation of Arizona, its successors and assigns, hereinafter referred to as GRANTEE, the receipt of which consideration is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to survey, erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove public utility improvements and facilities, together with the manhole structures, pipelines, conduits, poles together with the attendant customary uses, and all other necessary and appurtenant structures and facilities upon, along, over, under, across and through the land of the GRANTOR located in Yavapai County, Arizona, said land being more particularly described as follows:

SEE EXHIBIT A - PARCEL "C"

together with the right of full and free ingress and egress for the purposes herein specified, and the right to authorize, permit and license public utility companies to use the easement jointly with the GRANTEE for their utility purposes.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its heirs, successors, and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its heirs, successors and assigns.

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)

GRANTOR shall not erect, construct or permit to be erected or constructed, any building or other structure; shall not plant any trees; shall not drill any well; shall not install any fences; and shall not alter ground level by cuts or fills within the limits of said easement without the express written permission of the GRANTEE.

GRANTEE shall have the right to erect, maintain and use gates in all fences which now cross said easement and trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenience and safe exercise of the rights hereby granted.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 24th day of November, 2009

GRANTOR:

Edward J. Rowaldt
(Signature of Owner/Officer/Agent)

(Signature of Owner/Officer/Agent)

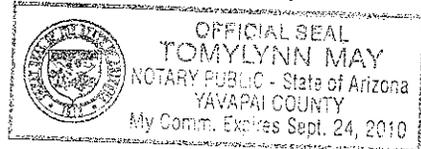
STATE OF ARIZONA)
) §
COUNTY OF YAVAPAI)

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Managing Partner of Glassford Hill Apartments Phase II
(Title) (Name of Corporation/Company/LLC)

a(n) ARIZONA Limited Partnership
(State or place of incorporation) Write in type: Corporation/Company/LLC

On behalf of said Limited Partnership
Write in type: Corporation/Company/LLC



Tomylynn May
Notary Public

My Commission Expires:

PARCEL "A" – NORTH TRAIL EASEMENT

AN EASEMENT FOR THE PURPOSE OF A RECREATIONAL TRAIL OVER, UNDER, ACROSS, AND THROUGH A PORTION OF THAT PARCEL DESCRIBED IN BOOK 4623, PAGE 725 OF YAVAPAI COUNTY OFFICIAL RECORDS (THE ENCUMBERED PROPERTY), SITUATE IN SECTION 3 AND SECTION 10, TOWNSHIP 14 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF PRESCOTT VALLEY, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON WITH SECTION 2, 3, 10, AND 11, MARKED BY A ½" REBAR & CAP, RLS 35138, THENCE ALONG THE LINE COMMON BETWEEN SECTION 3 AND SECTION 10, S.87°53'41"W., A DISTANCE OF 30.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF THE ENCUMBERED PARCEL, S.00°48'12"W., A DISTANCE OF 100.44 FEET;

THENCE LEAVING SAID EAST LINE, N.13°46'48"W., A DISTANCE OF 50.12 FEET;

THENCE N.06°04'40"W., A DISTANCE OF 13.00 FEET;

THENCE N.01°21'18"E., A DISTANCE OF 55.35 FEET;

THENCE N.06°43'06"E., A DISTANCE OF 23.91 FEET;

THENCE N.15°18'54"E., A DISTANCE OF 36.89 FEET;

THENCE N.14°50'08"E., A DISTANCE OF 19.22 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.78°40'47"W., A RADIAL DISTANCE OF 101.58 FEET;

THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 131°21'59", A DISTANCE OF 232.90 FEET TO A POINT ON THE NORTH LINE OF THE ENCUMBERED PARCEL;

SAID POINT IS ALSO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.35°22'37"W., A RADIAL DISTANCE OF 5,090.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°32'31", A DISTANCE OF 48.14 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.05°46'47"E., A RADIAL DISTANCE OF 116.58 FEET;

THENCE SOUTHEASTERLY LEAVING SAID NORTH LINE OF THE ENCUMBERED PARCEL, ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 107°20'02", A DISTANCE OF 218.39 FEET;

THENCE S.14°50'08"W., A DISTANCE OF 19.73 FEET;

THENCE S.15°18'54"W., A DISTANCE OF 35.83 FEET;

THENCE S.06°43'06"W., A DISTANCE OF 22.09 FEET;

THENCE S.05°46'48"W., A DISTANCE OF 15.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,745.74 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

PARCEL B – SOUTH TRAIL EASEMENT

AN EASEMENT FOR THE PURPOSE OF A RECREATIONAL TRAIL OVER, UNDER, ACROSS, AND THROUGH A PORTION OF THAT PARCEL DESCRIBED IN BOOK 4623, PAGE 725 OF YAVAPAI COUNTY OFFICIAL RECORDS (THE ENCUMBERED PROPERTY), SITUATE IN SECTION 10, TOWNSHIP 14 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF PRESCOTT VALLEY, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE SOUTHEAST CORNER OF THE ENCUMBERED PARCEL, MONUMENTED BY A ½" REBAR AND CAP, RLS 33861, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID ENCUMBERED PARCEL, S.45°47'45"W., A DISTANCE OF 16.75 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.75°58'09"E., A RADIAL DISTANCE OF 122.05 FEET;

THENCE LEAVING SAID SOUTH PROPERTY LINE, NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 34°31'45", A DISTANCE OF 73.55 FEET;

THENCE N.22°11'36"E., A DISTANCE OF 24.06 FEET; THENCE S.00°48'12"W., A DISTANCE OF 82.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,041.22 SQUARE FEET OR 0.0239 ACRES, MORE OR LESS.

PARCEL "C" – WATER EASEMENT

AN EASEMENT FOR THE PURPOSE OF OPERATION, INSTALLATION, AND MAINTENANCE OF WATER FACILITIES OVER, UNDER, ACROSS, AND THROUGH A PORTION OF THAT PARCEL DESCRIBED IN BOOK 4623, PAGE 725 OF YAVAPAI COUNTY OFFICIAL RECORDS AND THAT PARCEL DESCRIBED IN BOOK 4106, PAGE 261 OF YAVAPAI COUNTY OFFICIAL RECORDS (THE ENCUMBERED PROPERTIES), SITUATE IN SECTION 3 AND SECTION 10, TOWNSHIP 14 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF PRESCOTT VALLEY, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN BOOK 4623, PAGE 725 OF YAVAPAI COUNTY OFFICIAL RECORDS MONUMENTED BY A ½" REBAR AND CAP RLS 35138, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.21°10'57"E., A RADIAL DISTANCE OF 530.00 FEET; THENCE EASTERLY ALONG THE ARC OF THE SOUTH LINE OF THE ENCUMBERED PROPERTY, THROUGH A CENTRAL ANGLE OF 01°54'05", A DISTANCE OF 17.59 FEET TO THE END OF THE CURVE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTH LINE, N.00°48'11"E., A DISTANCE OF 770.82 FEET;

THENCE N.78°26'14"W., A DISTANCE OF 103.68 FEET;

THENCE N.11°33'46"E., A DISTANCE OF 20.00 FEET;

THENCE S.78°26'14"E., A DISTANCE OF 99.88 FEET;

THENCE N.00°48'11"E., A DISTANCE OF 164.75 FEET;

THENCE S.89°12'19"E., A DISTANCE OF 20.00 FEET;

THENCE S.00°48'11"W., A DISTANCE OF 10.48 FEET;

THENCE S.89°12'19"E., A DISTANCE OF 40.79 FEET;
THENCE S.00°47'41"W., A DISTANCE OF 15.00 FEET;
THENCE N.89°12'19"W., A DISTANCE OF 40.79 FEET;
THENCE S.00°48'11"W., A DISTANCE OF 79.03 FEET;
THENCE S.89°11'29"E., A DISTANCE OF 42.47 FEET;
THENCE S.00°48'31"W., A DISTANCE OF 15.00 FEET;
THENCE N.89°11'29"W., A DISTANCE OF 42.47 FEET;
THENCE S.00°48'11"W., A DISTANCE OF 174.56 FEET;
THENCE S.89°11'48"E., A DISTANCE OF 45.00 FEET;
THENCE S.00°48'12"W., A DISTANCE OF 15.00 FEET;
THENCE N.89°11'48"W., A DISTANCE OF 45.00 FEET;
THENCE S.00°48'11"W., A DISTANCE OF 18.39 FEET;
THENCE S.89°11'48"E., A DISTANCE OF 21.00 FEET;
THENCE S.00°48'12"W., A DISTANCE OF 15.00 FEET;
THENCE N.89°11'48"W., A DISTANCE OF 21.00 FEET;
THENCE S.00°48'11"W., A DISTANCE OF 152.81 FEET;
THENCE S.89°15'34"E., A DISTANCE OF 46.94 FEET;
THENCE S.00°42'09"W., A DISTANCE OF 15.00 FEET;
THENCE N.89°15'34"W., A DISTANCE OF 46.97 FEET;
THENCE S.00°48'11"W., A DISTANCE OF 183.54 FEET;
THENCE S.89°11'49"E., A DISTANCE OF 43.78 FEET;
THENCE S.00°48'11"W., A DISTANCE OF 17.24 FEET;
THENCE N.89°11'49"W., A DISTANCE OF 22.78 FEET;

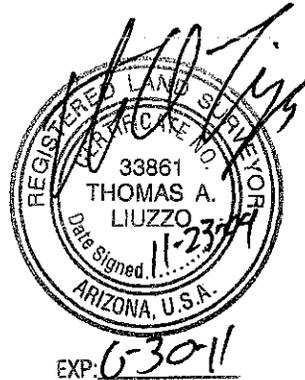
THENCE S.00°48'11"W., A DISTANCE OF 15.00 FEET;

THENCE N.89°11'49"W., A DISTANCE OF 21.00 FEET;

THENCE S.00°48'11"W., A DISTANCE OF 223.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL DESCRIBED IN BOOK 4623, PAGE 725 OF YAVAPAI COUNTY OFFICIAL RECORDS, ALSO BEING THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.16°59'42"E., A RADIAL DISTANCE OF 530.00 FEET;

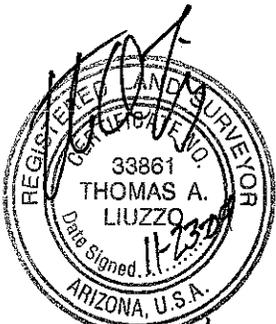
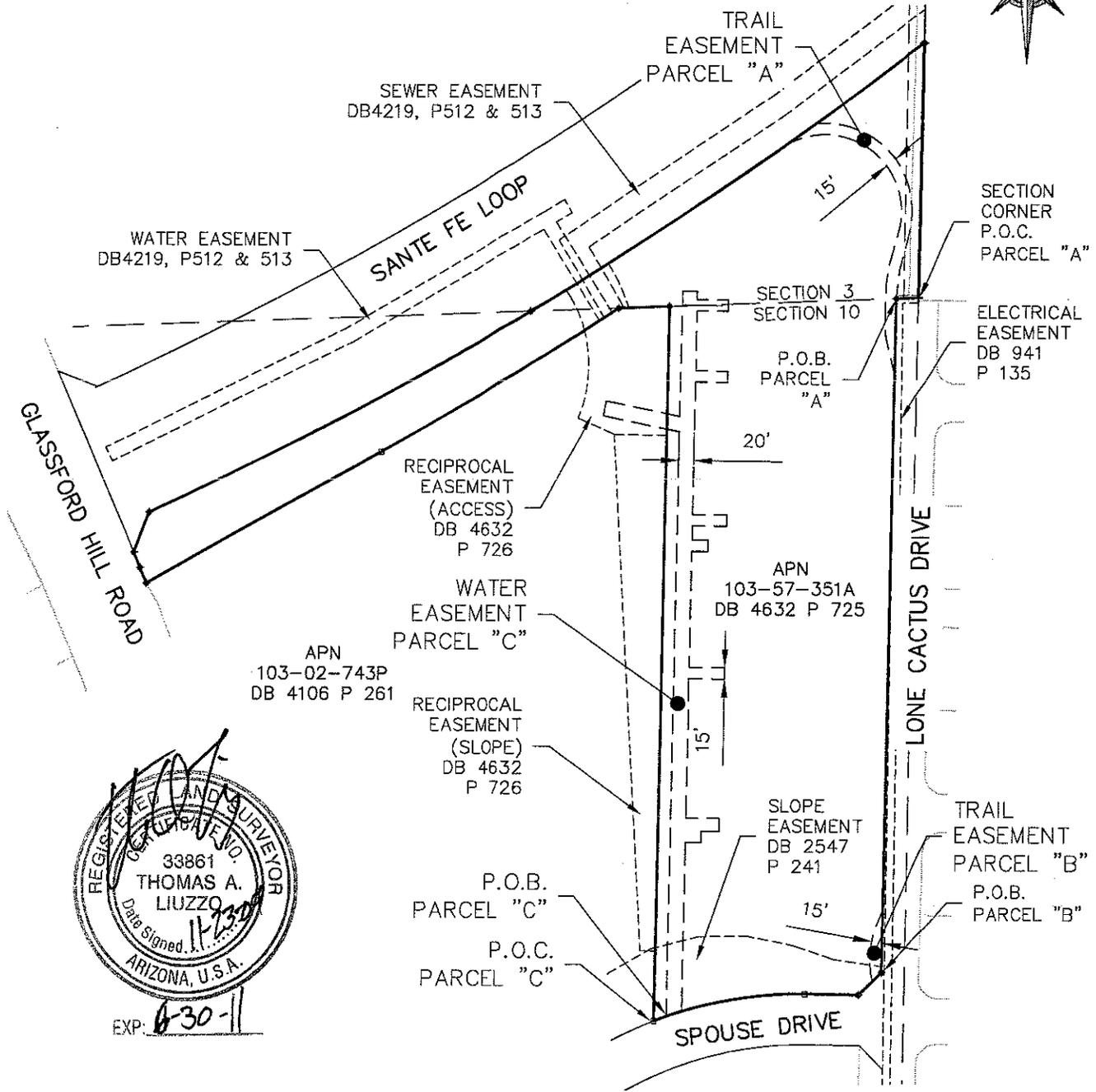
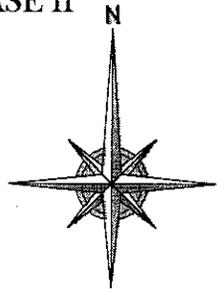
THENCE WESTERLY ALONG THE ARC OF SAID SOUTH LINE, THROUGH A CENTRAL ANGLE OF 02°17'10", A DISTANCE OF 21.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,096.46 SQUARE FEET OR 0.58 ACRES, MORE OR LESS.



EASEMENT EXHIBIT - GLASSFORD HILL APARTMENTS PHASE II

SITUATE IN SECTION 3 & SECTION 10, TOWNSHIP 14 NORTH, RANGE 1 WEST
GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



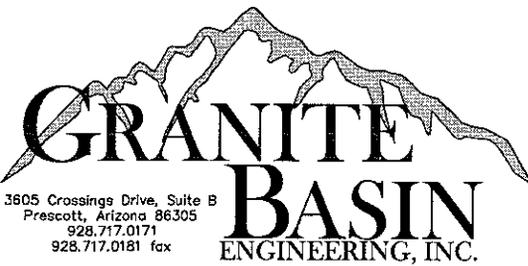
EXP: 6-30-11

APN 103-02-743P
DB 4106 P 261

APN 103-57-351A
DB 4632 P 725

P.O.B. PARCEL "C"
P.O.C. PARCEL "C"

TRAIL EASEMENT PARCEL "B"
P.O.B. PARCEL "B"



3605 Crossings Drive, Suite B
Prescott, Arizona 86305
928.717.0171
928.717.0181 fax

**GLASSFORD HILL APARTMENTS
PHASE II
EASEMENT EXHIBIT**

GLASSFORD HILL APARTMENTS
PHASE II LIMITED
6810 EAST SPOUSE DRIVE
PRESCOTT VALLEY, AZ. 86314

GBE JOB #: 09093-01

TAL

DATE: NOV. 2009

NTS