

RESOLUTION NO. R24-106

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION OF AN IRREVOCABLE DRAINAGE EASEMENT AT 4501 WEST MISSOURI AVENUE, GLENDALE, ARIZONA 85301 AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO COMPLETE SAID ACQUISITION.

WHEREAS, the area near Grand Avenue, Bethany Home Road, and 51<sup>st</sup> Avenue has been prone to flooding; and

WHEREAS, the flood issues detrimentally affects the safety of the citizens attempting to use the roadways to enter and exit the surrounding neighborhoods; and

WHEREAS, the City wishes to obtain an irrevocable drainage easement to complete construction of a storm diversion and retention system and to operate and maintain the same.

WHEREAS, the irrevocable drainage easement will be located on approximately 8,944 square feet of on property at 4501 West Missouri Avenue, Glendale, Arizona 85301 (“the Property”), as legally described in Exhibit A to the 408 Settlement (“Conveyance of Easement”).

WHEREAS, in exchange for obtaining the irrevocable drainage easement and for agreeing to install a block wall and to remove debris from the easement area as provided in Exhibit B to the 408 Settlement, the City has agreed to compensate the property owner, Gene Vasquez, \$150,000.00 for the easement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City of Glendale acquire an irrevocable drainage easement to construct and maintain a storm drain pipe on the Property.

SECTION 2. That the City Manager and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to acquire said easement on behalf of the City of Glendale.

SECTION 3. That the duly authorized disbursing officers of the City of Glendale be authorized and directed to pay all sums necessary to acquire said easement in accordance with the 408 Settlement and escrow instructions, as well as recording fees and other costs necessary for the acquisition of said easement.

(Signatures on the following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22<sup>nd</sup> day of October, 2024.

\_\_\_\_\_  
Mayor Jerry P. Weiers

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

REVIEWED BY:

\_\_\_\_\_  
Kevin R. Phelps, City Manager

When recorded, mail to:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## CONVEYANCE OF EASEMENT

Exempt Pursuant to A.R.S.§11-1134(A)(2), 11-1134(A)(3)

For Ten Dollars and other valuable consideration, **Gene Vasquez, an unmarried man** (“Grantor”), does hereby convey to the City of Glendale, an Arizona municipal corporation (“Grantee”), an easement to install, repair, operate, maintain and remove a drainage pipe and appurtenances (“facilities”) upon, over and under the surface of the following described property:

**See Attached Description, “Exhibit A”**

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this 25<sup>th</sup> day of September, 2024.

GRANTOR: **Gene Vasquez, an unmarried man**

  
Gene Vasquez

STATE OF ARIZONA    )  
County of Maricopa    ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2024 by Gene Vasquez, an unmarried man, who acknowledged that he executed this instrument for the purposes therein contained.

  
Notary Public

My commission expires:



4501 W Missouri  
Ord. \_\_\_\_\_

IN WITNESS WHEREOF, CITY OF GLENDALE, an Arizona municipal corporation, has caused this conveying document to be executed by its duly authorized representative, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Kevin R. Phelps, City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes contained therein.

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

My commission expires:

# EXHIBIT A

## LEGAL DESCRIPTION

THE WEST 30.00 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT 2010-1091745 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY BEING A PORTION OF LOT 13 AS SHOWN ON FINAL PLAT OF "SANTA GRANDE" AND RECORDED IN BOOK 15, PAGE 44 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY, BEING LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,

MAY ALSO BE DESCRIBED AS:

THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN INSTRUMENT 2010-1091745 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY BEING A PORTION OF LOT 13 AS SHOWN ON FINAL PLAT OF "SANTA GRAND" AND RECORDED IN BOOK 15, PAGE 44 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY, BEING LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER OF SAID SECTION 16 FROM WHICH THE COMMON QUARTER CORNER TO SECTION 15 AND 16 OF SAID TOWNSHIP BEARS SOUTH 89°42'12" EAST, A DISTANCE OF 2618.88 FEET;

THENCE ALONG THE CENTERLINE OF SAID SECTION 16 SOUTH 89°42'12" EAST, A DISTANCE OF 1210.16 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WESTERLY PROLONGATION SOUTH 00°22'21" WEST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND TO THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 89°42'12" EAST, A DISTANCE OF 30.00 FEET TO THE EAST LINE OF THE WEST 30.00 FEET OF SAID PARCEL;

THENCE ALONG SAID EAST LINE SOUTH 00°22'21" WEST, A DISTANCE OF 313.14 FEET TO THE SOUTHERLY LINE OF SAID PARCEL;

THENCE ALONG SAID SOUTHERLY LINE NORTH 44°37'42" WEST, A DISTANCE OF 42.43 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE ALONG SAID WEST LINE NORTH 00°22'21" EAST, A DISTANCE OF 283.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 8944 SQUARE FEET OR 0.205 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT "A" BY REFERENCE MADE APART HERETO.



T:\Projects\2022\06049\_Stantec\_Consulting\01\_51st\_Ave\_Bethony\_Home\_Rd\300\_DEPT\_DOC\CS\_302\_Survey\DWG\Legals\APN\_145-05-017B-LD-Vasquez-Revised.dwg Aug 11, 2023 9:38am Tony.Elley

EXHIBIT A



NOT TO SCALE

POC – CENTER QUARTER  
SECTIONS 16 T2N, R2E, G&SRM

COMMON QUARTER  
CORNER TO SECTIONS  
15 & 16  
T2N, R2E,  
G&SRM

MISSOURI AVENUE

S89°42'12"E 2618.88'  
1210.16' 1408.72

40'  
R/W

POB

L2

APN 145-05-017A  
ZAHROON, RAY & SHIROK  
PER INST 2019-0755683  
MCR  
A PORTION OF LOT 13  
OF SANTA GRANDE  
BOOK 15, PAGE 44 MCR

APN 145-05-017B  
VASQUEZ, GENE  
PER INST  
2010-1091745 MCR  
A PORTION OF LOT 13  
OF SANTA GRANDE  
BOOK 15, PAGE 44  
MCR

APN 145-05-018  
GLENDALE MHP LLC  
PER INST 2005-1078230  
A PORTION OF LOT 13, 14 & 15  
OF SANTA GRANDE  
BOOK 15, PAGE 44 MCR

L5

L3

30' DE

L4



LINE LEGEND

LINE TABLE		
LINE #	DIRECTION	LENGTH
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L3	S0°22'21"W	313.14'
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L5	N0°22'21"E	283.10'

- SUBJECT BOUNDARY LINE
- OTHER PROPERTY LINE
- EASEMENT LINE
- SECTION LINE
- ROAD CENTERLINE
- RIGHT OF WAY LINE
- SURVEY TIE LINE

- POB — POINT OF BEGINNING
- POC — POINT OF COMMENCEMENT
- MCR — MARICOPA COUNTY RECORDER
- DE — DRAINAGE EASEMENT
- R/W — RIGHT OF WAY
- INST — RECORDED INSTRUMENT



T:\Projects\2022\06049\_Startec\_Consulting\01\_Sist\_Ave\_Bethany\_Home\_Rd\300\_DEPT\_DOCS\302\_Survey\DWG\Legals\APN\_145-05-017B-LD-Vasquez-Revised.dwg Aug 11, 2023 9:38am Tony.Elley



## 408 SETTLEMENT

### City of Glendale Engineering Department Purchase Agreement and Escrow Instructions

Title Company	Security Title	Date	June 28, 2024
Address	2415 E. Camelback Road, #200	Phone	602-230-6271
City	Phoenix, AZ 85016	Fax	602-926-0452
Escrow Officer	Jason Bryant	Email	<a href="mailto:jbryant@securitytitle.com">jbryant@securitytitle.com</a>
Escrow No.	15220859-015-JB6-SW		
Grantor:	Gene Vasquez, an unmarried man	Phone:	602-796-4466
Contact	Gene Vasquez	Phone:	602-796-4466
Mailing Address:	1842 W. Lynne Lane	Email	
City, State Zip	Phoenix, AZ 85041	Fax:	N/A

Grantee: City of Glendale, an Arizona municipal corporation
Mailing Address: Engineering Department, 5850 W. Glendale Avenue, Glendale, Arizona 85301

CITY OF GLENDALE shall pay directly to the Grantor, or deposit with the Title Company if escrowed, the purchase price plus all lawful costs incidental to closing as follows:		Charges and Disbursements to be paid from Grantor's funds as follows (check all that apply):	
Escrow Fees	\$761.00	<input type="checkbox"/>	Total Acquisition of Grantor's Property: Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.
Title Policy Fees	\$998.00	<input type="checkbox"/>	Partial Acquisition of Grantor's Property: Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of City of Glendale, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within City of Glendale's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.
Title Report	\$650.00	<input checked="" type="checkbox"/>	Easement(s): Consent to easement(s) by secured party(ies).
Title Report Credit	(\$650.00)	<input type="checkbox"/>	Other Disbursements:
<b>Total Escrow &amp; Title Fees</b>	<b>\$1,759.00</b>		
Recording Fees:			
Release & Reconveyance	\$125.00		
Release of Lease	\$0.00		
<b>Total Recording Fees</b>	<b>\$125.00</b>		
Other Charges:			
Release Fees			
Consent Fees			
Taxes -Prorated			
<b>Total Other Charges</b>	<b>\$0.00</b>		
<b>Sub Total</b>	<b>\$1,884.00</b>		
Easements*	\$23,444.00	Possession date:	
Administrative Settlement*	\$126,556.00	Close of escrow:	
		Date of recording:	
		Special Conditions Right of Way Contract	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Total Purchase Price</b>	<b>\$150,000.00</b>	Exhibit "B"	
<b>Total Escrow &amp; Title Costs</b>	<b>\$1,884.00</b>	Entry Agreement	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Total Compensation (minus any funds paid outside of escrow)</b>	<b>\$150,000.00</b>	Addendum attached hereto and made a part hereof	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>TOTAL WARRANT**</b>	<b>\$151,884.00</b>		

\*Escrow and title policy fees based on this amount only.

\*\*Sum of "Total Closing Costs" and "Total Compensation" only.

\*\*\* P.O.C Paid outside of closing

Project:	Bethany Home Road Drainage Improvements	CIP #	202105
Parcel Address	4501 West Missouri Avenue, Glendale, AZ 85301	APN #	145-05-017B
Right of Way Agent:	Tangella Diaz	Telephone #	623-930-3643

The GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE as described in the Exhibit(s) attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to CITY OF GLENDALE, possessory interest on said property to be granted upon approval by the CITY OF GLENDALE CITY COUNCIL and executed by the authorized City official.

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, Deed of Trusts, leasehold interests, special assessments, and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms herein.

Instructions to Escrow Agent: Deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Right of Way Agent or CITY OF GLENDALE Engineering Department will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from CITY OF GLENDALE."

The Escrow Agent is to request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

City of Glendale will pay the costs of the owner's title insurance policy; fees associated with lender releases or loan pay-offs, including endorsements, document preparation, and other expenses related thereto; escrow fees and other charges by escrow companies incidental to the closing of escrow. In the alternative, City of Glendale may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent and title insurance herein are not applicable.

If any element of this transaction is not handled through a title company, the conveyance will be delivered directly to CITY OF GLENDALE and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the CITY OF GLENDALE CITY COUNCIL and the final filing and recording of the documents.

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired. If the acquisition is a partial acquisition from a larger parcel, the consideration also provides full and complete compensation, satisfies, and releases any claims brought or that could be brought against GRANTEE City of Glendale for all injury or damage to the Grantor's remaining lands by reason of their severance from the part being acquired and the construction of the improvements in the manner proposed by CITY OF GLENDALE.

The CITY OF GLENDALE agrees to pay, and the GRANTOR accepts the payment in full for the property described herein:

- Conveyance of Easement in the amount of **Twenty-Three Thousand Four Hundred Forty-Four and No/100 Dollars (\$23,444.00)** described and depicted in Exhibit A
- Administrative Settlement amount of **One Hundred Twenty-Six Thousand Five Hundred Fifty-Six and No/100 Dollars (\$126,556.00)**

CITY OF GLENDALE shall be responsible for damage occurs as a result of CITY OF GLENDALE's temporary use or occupation of the Grantor's property due to the City's gross negligence, or the negligent acts or conduct of its agents, employees, or contractors. All claims shall be submitted in accordance with the requirements of ARS 12-821.

This Agreement is subject to cancelation pursuant to A.R.S. § 38-511.

It is further agreed settlement is being made in lieu of condemnation, and therefore not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

**GRANTOR: Gene Vasquez, an unmarried man**



Gene Vasquez

**GRANTEE:**

CITY OF GLENDALE  
an Arizona municipal corporation

By: \_\_\_\_\_

Name: Kevin R. Phelps

Title: City Manager

**ATTEST:**

\_\_\_\_\_  
Julie K. Bower, City Clerk (Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Bailey, City Attorney

**“EXHIBIT B”**  
**Right of Way Contract**

**Grantor agrees:**

1. To allow the Grantee and/or its contractors uninterrupted access to the property.
2. To allow the Grantee access to install a temporary chain link fence to section off the property from the easement area prior to the commencement of construction activities.
3. To install the lateral portion of the block wall prior to construction and the south portion after construction is completed.
4. To remove any debris from the easement area.

**Grantee agrees:**

1. To notify the Grantor 24 hours prior to commencement of work.
2. To install a temporary chain link fence to section off the property from the easement area.
3. Compensate the Grantor upon satisfying all title requirements and closing escrow successfully.
4. Provide the Grantee with a copy of his existing sewer plans.
5. Supply the Grantee with a 20' Roll Off Container for a one-time fill and haul away to clear the easement area of current debris. The items to be disposed of must be in accordance with the guidelines established by the City of Glendale Trash and Recycling.

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COMMON QUARTER  
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APN 145-05-017A  
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L5

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30' DE

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