

When recorded mail to

Joann McKnight  
P.O. Box 3480  
Quartzsite, AZ 85346

Tax Code:302-56-016T

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **REAL ESTATE EASEMENT AGREEMENT**

THIS AGREEMENT is made on December 15, 2021, by and between Jo Ann McKnight, Trustee of the McKnight Family Trust A, dated 10/09/2006 of P.O. Box 3480, Quartzsite, Arizona 85346, hereinafter ("Grantor"), and James and Ann Marie Plet Kunisch, Trustees of the Kunisch Family Trust, dated 02/23/2000 of 2015 Freda Lane, Cardiff by the Sea, California, 92007 hereinafter ("Grantee").

### **Recitals**

A. The Grantor is the owner of certain real property commonly known as APN 302-56-016T, 29441 Saguaro Street, Arizona, Quartzsite 85346, and more fully described as follows: PARCEL 1, as shown on the Results of Survey recorded April 3, 2006, at Fee No. 2006-2447, records of La Paz County, Arizona, being a portion of the Northwest quarter of Section 29, Township 3 North, Range 19 West of the Gila and Salt River Base and Meridian, La Paz County, Arizona., (Servient Estate).

B. The Grantee is the owner in equity of certain real property commonly known as APN 302-56-001D and described as

The Southwest quarter of the Northwest quarter (SW1/4 NW1/4) of Section Twenty-nine (29), Township Three (3) North, Range Nineteen (19) West, Gila and Salt River Base, and Meridian, County of La Paz, State of Arizona., ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

### **1. Grant of Easement**

In consideration of the promise by Grantee to forever relinquish, give up and vacate all Grantee's rights to ingress and egress Grantee's property via the extension road easement of Avenue 23-1/4, as shown on the Results of Survey recorded April 3, 2006, at Fee No. 2006-2447, records of La Paz County, and to never use that portion of Grantor's property without Grantor's express written permission, Grantor hereby grants to Grantee an easement on and across that portion of the Servient Estate as described in the attached EXHIBIT A.

### **2. Character of Easement**

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by providing an essential means of access to that property.



### **3. Duration and Binding Effect**

The easement shall endure in perpetuity. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

### **4. Purpose of Easement**

The easement will benefit the Grantee by providing an essential means of access to that property.

### **5. Limitations**

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to providing access to the Grantee's property.

### **6. Exclusiveness of Easement**

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

### **7. Grantor's Rights**

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any governmental entity for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

### **8. Grantee's Rights and Duties**

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

### **9. Termination**

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.



### 10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

### 11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

### 12. Attorney's Fees

If legal action is initiated by either party to enforce or interpret this Agreement or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

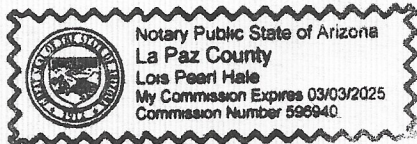
The parties have executed this agreement on the above-mentioned date.

GRANTOR:

By: Jo Ann McKnight Date: 2-7-2022  
Jo Ann McKnight, Trustee of the McKnight Family Trust A, dated 10/09/2006

GRANTEE:

By: James and Ann Marie Plet Kunisch Date: 2-7-2022  
James and Ann Marie Plet Kunisch, Trustees of the Kunisch Family Trust, dated 02/23/2000



Commission EXPIRES 03-03-2025  
LA PAZ COUNTY, ARIZONA  
2-7-2022



APN: 302-56-16R

JAPN: 302-56-16J

EXISTING 16  
ROAD ESMT

S 89°43'22" E

331.57°

APN:  
302-56-16U

APN:

302-56-16V

↓ EXISTING 16'  
ROAD ESMT

APN: 302-56-41

409.66' (M)  
409.69' (R)

52 5/8 ST

S 89°44'05" E(M)  
S 89°43'44" E(R)

994.28'(M)  
994.39'(R)

APN: 302-56-16T

# PARCEL 1

R,O,S, 2006-2447

994.20'(M) 994.39'(R)

N 89°43'31" W(C) N 89°43'35" W(R)

## LEGAL DESCRIPTION

APN: 302-56-01D

A 16 FOOT WIDE AND 50 FOOT LONG EASEMENT FOR INGRESS AND EGRESS AND UTILITY PURPOSES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

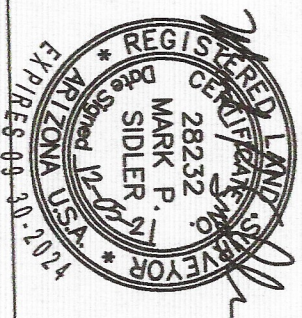
THE SOUTH 16 FEET OF THE WEST 50 FEET OF THE EAST 66 FEET OF PARCEL 1 AS SHOWN AND DESCRIBED IN THE RESULTS OF SURVEY MAP RECORDED IN THE OFFICE OF THE LA PAZ COUNTY RECORDER IN DOCUMENT 2006-2447, BEING ALSO IN SECTION 29, TOWNSHIP 3 NORTH, RANGE 19 WEST OF THE GILA AND SALT RIVER MERIDIAN, LA PAZ COUNTY ARIZONA.

# INGRESS / EGRESS EASEMENT

PART OF PARCEL 1 OF R.O.S. 2006-2447

PART OF SEC.29, T.3N., R19W., G&SRM

LA PAZ COUNTY, ARIZONA



W.O. 21-435	DATE 12-05-21	PAGE 1 OF 1
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