

OR



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYTTLE

When recorded return to:

CITY OF MARICOPA

DATE/TIME: 03/19/09 1113  
FEE: \$12.00  
PAGES: 7  
FEE NUMBER: 2009-027422

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(The above space reserved for recording information)

RESOLUTION NO. 08-05

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DOCUMENT TITLE

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**RESOLUTION NO. 08-05**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MARICOPA, ARIZONA, ABANDONING, WITHOUT COMPENSATION, A PORTION OF THE OLD MARICOPA ROAD SECTION LINE RIGHT-OF-WAY GRANTED BY THE PINAL COUNTY, 1922 DECLARATION OF ROADS**

**WHEREAS**, The City has received a request from the owner/developer of The First Baptist Church of Maricopa to abandon an approximately 15,780 square foot portion of the Old Maricopa Road section line right-of-way previously granted to the City of Maricopa by Declaration of the Pinal County Arizona Board of Supervisors on December 31<sup>st</sup>, 1922, and legally described on Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, Old Maricopa Road presently does not reside on the section line and with development around the existing it wouldn't revert back to the section line; and

**WHEREAS**, abandoning the Old Maricopa Road right-of-way will provide an area that will allow the church to expand and will not affect the City of Maricopa's future infrastructure.

**WHEREAS**, abandoning an approximately 15,780 square foot portion of the Old Maricopa Road right-of-way will provide an area that will allow the church to expand and will not affect the City of Maricopa's future infrastructure; and

**WHEREAS**, the City is authorized pursuant to A.R.S. §28-7218(B) to abandon, without compensation, the approximately 15,780 square feet of the Old Maricopa Road section line right-of-way if the City determines that said portion of the Old Maricopa Road section line right-of-way has no public use or no market value and if the person taking the public right-of-way agrees to assume the cost of maintaining the vacated portion of the right-of-way and the liability for the vacated portion of the right-of-way; and

**WHEREAS**, pursuant to A.R.S. §28-7205, title to the abandoned portion of the right-of-way vests in the owners of the property abutting said abandoned portion, subject to the same encumbrances, liens, limitations, restrictions, and estate as exist on the land to which it accrues; and

**WHEREAS**, the owner of the property abutting the abandoned portion of the Old Maricopa Road section line right-of-way agrees to assume the cost of maintaining the abandoned portion of the right-of-way and agrees to assume the liability for the abandoned portion of the right-of-way as evidenced by the Acknowledgment and Agreement attached as Exhibit B and incorporated herein; and

**WHEREAS**, the Mayor and City Council of the City of Maricopa find that the abandonment of a portion of the Old Maricopa Road section line right-of-way will not deprive any other person of any property or rights attendant thereto and that the approximately 15,780 square feet of the Old Maricopa Road section line right-of-way has no public use or market value; and

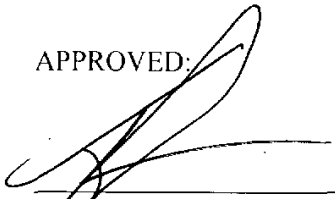
**WHEREAS**, the Mayor and City Council of the City of Maricopa find it to be in the best interest of the City to abandon the approximately 15,780 square feet of the Old Maricopa Road section line right-of-way without compensation.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Maricopa, Arizona as follows:

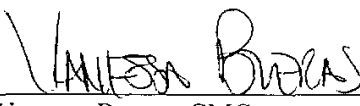
1. That the approximately 15,780 square foot portion of the Old Maricopa Road section line right-of-way legally described on the attached Exhibit A is hereby abandoned without compensation to the City.
2. That the abandoned portion of the Old Maricopa Road section line right-of-way shall vest in the abutting property owner pursuant to A.R.S. §28-7205, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues.
3. That the owner to whom title to the abandoned portion of the right-of-way vests, agrees to assume the cost of maintaining the abandoned portion of the right-of-way and agrees to assume liability for the abandoned portion of the right-of-way.
4. That the City Clerk is hereby authorized and directed to record a copy of this Resolution with the Pinal County Recorder evidencing the City's abandonment of the approximately 15,780 square foot portion of the Old Maricopa Road section line right-of-way and vesting title to said abandoned portion of the right-of-way in the owner of the abutting property.

PASSED AND ADOPTED BY THE Mayor and Council of the City of Maricopa, Arizona, this 5<sup>th</sup> day of February, 2008.

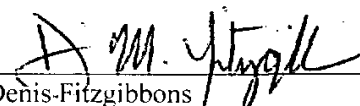
APPROVED:

  
\_\_\_\_\_  
Kelly Anderson  
Mayor

ATTEST:

  
\_\_\_\_\_  
Vanessa Bueras, CMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Denis-Fitzgibbons  
City Attorney

## EXHIBIT A

Being a part of the Southwest Quarter of Section 27 and the Southeast Quarter of Section 28 of Township 4 South, Range 3 East of the Gila and Salt River Meridian, Pinal County, Arizona more particularly described as follows:

Commencing at the East Corner of said Section 28 (being also the West Quarter Corner of said Section 27 ;) Thence S 0°08'52"E, coincident with the East line of said Southeast Quarter of Section 28, a distance of 247.83 feet to a point on the North line of Lands of Trustees of the First Baptist Church of Maricopa, said point being the Point of Beginning of the Parcel herein described;

Thence N 87°47'49"E, coincident with said North line of Lands of Trusses of the First Baptist Church of Maricopa, a distance of 33.06 feet to a point on the East line of the West 33 feet of said Section 27; Thence, S 0°08'52"E., coincident with said East Line of the West 33' of Section 27, a distance of 507.44 feet to a point on the non-tangential curve of the Northerly Right of Way line of Arizona State Highway 347, from which point the center of said curve bears S 76°22'36"W, at a distance of 1507.39 feet; Thence Northwesterly along the arc of said curve to the left, having a radius of 1507.39 feet through a central angle of 8°17'37", an arc distance of 218.20 feet to a point of the West Line of the East 33 feet of the aforementioned 28; Thence N 0°08'52"W, coincident with said West line of the East 33 feet of Section 28, a distance of 297.29 feet to a point on the aforementioned north line of Lands of Trustees of the First Baptist Church of Maricopa; Thence N87°47'49" E , coincident with said North line of Lands of Trustees of the First Baptist Church of Maricopa, a distance of 33.06 feet to the Point of Beginning.

## **ACKNOWLEDGMENT AND AGREEMENT**

***THIS ACKNOWLEDGMENT AND AGREEMENT*** ("Agreement") is entered into this 5<sup>th</sup> day of February, 2008, by and between First Baptist Church of Maricopa ("[Owner]") and the CITY OF MARICOPA, a municipal corporation (the "CITY").

WHEREAS, by Resolution No. 08-05, the CITY will abandon, without compensation, an approximately 15,780 square foot portion of the Old Maricopa Road section line right-of-way granted to the City by Declaration of the Pinal County Arizona Board of Supervisors on December 31, 1922, and legally described on Exhibit A hereto (the "Abandoned Right-of-Way");

WHEREAS, [Owner] is the owner of the property abutting the Abandoned Right-of-Way;

WHEREAS, pursuant to A.R.S. §28-7205, title to the Abandoned Right-of-Way vests in [Owner] subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues;

WHEREAS, pursuant to A.R.S. §28-7215(B) [Owner] agrees to assume the cost of maintaining the Abandoned Right-of-way and assume all liability for the Abandoned Right-of-Way;

WHEREAS, the parties enter into this Agreement to set forth their understandings and agreement in connection with the Abandoned Right-of-Way.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Acknowledgment. [Owner] hereby acknowledges that it is taking title to the Abandoned Right-of-Way subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues.
2. Maintenance. [Owner] hereby assumes the cost of maintaining the Abandoned Right-of-Way and agree that they shall be responsible to cause or provide for the maintenance of the Abandoned Right-of-Way at its sole cost and expense and [Owner] agrees to maintain the Abandoned Right-of-Way in good condition and repair.
3. Indemnification. [Owner] hereby assume all liability for the Abandoned Right-of-Way and, on behalf of themselves and their successors agree to indemnify, defend and hold harmless the CITY, its Council, Council Members, officials, agents,

attorneys, and successors, for, from and against any and all claims, demands, liabilities, losses, damages, liens, costs and expenses (including reasonable attorneys' fees and costs) which may be claimed or asserted against the CITY, its Council, Council Members, officials, agents, attorneys, and successors on account of or arising out of [Owner's] ownership of the Abandoned Right-of-Way; provided, however, [Owner] shall have no responsibility for pre-existing environmental contamination or liabilities on the Abandoned Right-of-Way.

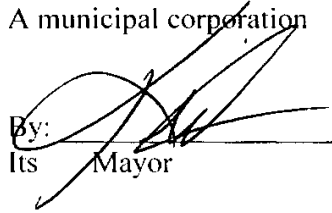
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.


5. Venue and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Arizona, and the Pinal County Superior Court shall be the proper and exclusive venue for any litigation arising out of this Agreement.

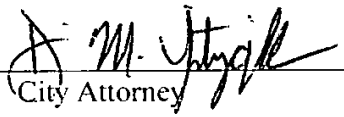
6. Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

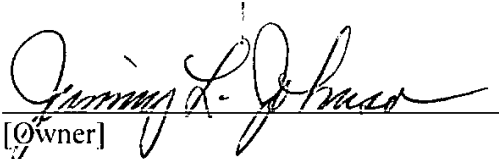
*IN WITNESS WHEREOF*, the parties have executed this Agreement effective as of the date first written above.

**CITY OF MARICOPA,**  
A municipal corporation

By:   
Its Mayor

Attest:  
By:   
City Clerk

Approved as to form:  
By:   
City Attorney

  
[Owner]

STATE OF ARIZONA            )  
                                          ) ss.  
County of Pinal                )

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of FEBRUARY 2008, by Kelly O. Anderson, the Mayor of THE CITY OF MARICOPA a municipal corporation of the State of Arizona, on behalf thereof.

VANESSA BUERAS  
Notary Public

My commission expires:

12/29/08



**VANESSA BUERAS**  
Notary Public - Arizona  
Pinal County  
My Commission Expires  
December 29, 2008

STATE OF ARIZONA            )  
                                          ) ss.  
County of Pinal                )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008, by [Owner].

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

My commission expires:

\_\_\_\_\_