



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Dana Lewis**

DATE/TIME: 09/07/2023 1426
FEE: \$15.00
PAGES: 11
FEE NUMBER: 2023-066473

Resolution No. 23-16

RESOLUTION NO. 23-16

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, VACATING AND ABANDONING, WITHOUT COMPENSATION, A PORTION OF N. ROOSEVELT AVENUE AND A PORTION OF W. LEXINGTON AVENUE GENERALLY LOCATED SOUTH OF W. EDISON ROAD BETWEEN N. WILSON AVENUE AND N. ESTRELLA PARKWAY WITHIN THE CITY OF MARICOPA.

WHEREAS, A.R.S. §28-7201, et. seq. provides that the City may dispose of a public roadway or portion thereof that is no longer necessary for public use; and

WHEREAS, the City is authorized pursuant to A.R.S. §28-7215(B) to abandon, without compensation, a portion of North Roosevelt Avenue and a portion of W. Lexington Ave. generally located south of W. Edison Road between N. Wilson Avenue and N. Estrella Parkway, legally described and generally depicted on Exhibit "A" attached hereto, if the City determines that said portions of the right of way have no public use or market value and if the person taking title to said portions of the right of way agree to assume the cost of maintaining the abandoned portions of such right of way and agrees to assume the liability for the abandoned portions of such right of way; and

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

WHEREAS, the abutting property owner, Paragon Hampton Edison, LLC, an Arizona limited liability company ("Owner") agrees to assume liability for the abandoned portions of such right of way as evidenced by the Agreement attached as Exhibit "B"; and

WHEREAS, the Mayor and City Council find that the portion of North Roosevelt Avenue and the portion of W. Lexington Ave., legally described and generally depicted on Exhibit "A" attached hereto, has no public use; and

WHEREAS, the Mayor and City Council of the City of Maricopa, Arizona, find it to be in the best interest of the City to vacate and abandon a portion of North Roosevelt Avenue and a portion of W. Lexington Ave. generally located south of W. Edison Road between N. Wilson Avenue and N. Estrella Parkway within the City of Maricopa without compensation.

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

1. That the portion of North Roosevelt Avenue and the portion of W. Lexington Ave., legally described and generally depicted on Exhibit "A", is hereby vacated and abandoned without compensation.

2. That pursuant to A.R.S. §28-7205, title to the abandoned portion of the right-of-way vests in Owner as the owner of the abutting property, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on land to which it accrues.

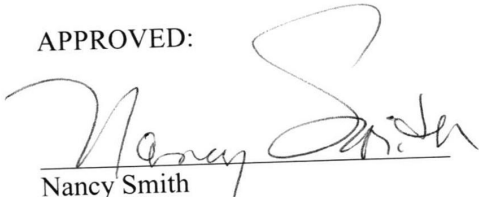
3. That the rights of way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals, or ditches and appurtenances and for electric, telephone and similar lines and appurtenances shall continue as they existed prior to the vacation or abandonment thereof.

4. That Owner, to whom title to the abandoned portion of the right-of-way vests, agrees to assume the cost of maintaining such vacated and abandoned portions of said right-of-way and agrees to assume liability for such vacated and abandoned portions of said right-of-way.


5. 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 vacation and abandonment of a portion of North Roosevelt Avenue and a portion of W. Lexington Ave. generally located south of W. Edison Road between N. Wilson Avenue and N. Estrella Parkway, legally described and generally depicted on "A" attached hereto, and vesting of title to said abandoned portion of said right-of-way in Owner, the owner of the abutting property.

PASSED AND ADOPTED by the Mayor and City Council of the City of Maricopa, Arizona this 4th day of April, 2023.

APPROVED:


Nancy Smith
Mayor

ATTEST:


Vanessa Bueras, MMC
City Clerk



APPROVED AS TO FORM:

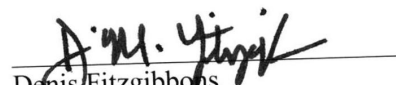

Denis Fitzgibbons
City Attorney

EXHIBIT A
Legal Description and Map

November 10, 2022
3 Engineering Job No. 5198

**RIGHT-OF-WAY ABANDONMENT
LEGAL DESCRIPTION**

That portion of right-of-way known as Taft Avenue, 3rd Avenue and Roosevelt Avenue all part of **NORTH MARICOPA**, a subdivision recorded in Book 3 of Maps, page 8, records of Pinal County, located in the Southeast quarter of Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, being more particularly described as follows;

BEGINNING at the Southeast corner of Lot 2 Block 3 of said **NORTH MARICOPA**; Thence South 00 degrees 37 minutes 41 seconds East along the southerly prolongation of the East line of said Lot 2, 9.00 feet;

Thence South 89 degrees 21 minutes 28 seconds West parallel with and 9.00 feet South of the South line of said Block 3 and Block 6 of said **NORTH MARICOPA**, 1089.79 feet to the West line of said Roosevelt Avenue;

Thence North 00 degrees 36 minutes 03 seconds West along said West line, 502.37 feet to the South line of the North 40.00 feet of said Southeast quarter;

Thence North 89 degrees 36 minutes 41 seconds East along last said South line, 30.00 feet to the East line of said Roosevelt Avenue and the West line of Lot 3 of said Block 6;

Thence South 00 degrees 36 minutes 03 seconds East along said East line of Roosevelt Avenue a distance of 493.24 feet to the Southwest corner of said Lot 3;

Thence North 89 degrees 21 minutes 28 seconds East along the South line of said Block 3 and Block 6, 1059.80 feet to the **POINT OF BEGINNING**.



AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this 4th day of April, 2023, by and between the City of Maricopa, a municipal corporation (the “CITY”) and Paragon Hampton Edison, LLC, an Arizona limited liability company (“Owner”).

WHEREAS, by Resolution No. 23-16 the CITY will vacate and abandon without compensation a portion of North Roosevelt Avenue and a portion of W. Lexington Ave. generally located south of W. Edison Road between N. Wilson Avenue and N. Estrella Parkway, legally described and generally depicted on Exhibit “A” attached hereto (the “Abandoned Property”); and

WHEREAS, the Owner is the owner of the property that abuts the Abandoned Property;

WHEREAS, pursuant to A.R.S. §28-7205, title to the Abandoned Property vests in the 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), the Owner agrees to assume the cost of maintaining the Abandoned Property and assume all liability for the Abandoned Property; and

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

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. The Owner hereby acknowledges that it is taking title to the Abandoned Property subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues.

2. Maintenance. The Owner hereby assumes the cost of maintaining the Abandoned Property and agrees that it shall be responsible to cause or provide for the maintenance of the Abandoned Property at its sole cost and expense and the Owner agrees to maintain the Abandoned Property in good condition and repair.

3. Use of Property. The Owner hereby agrees that any future use of the Abandoned Property or the property abutting the Abandoned Property shall be in compliance with any and all applicable City, State or laws, rules and regulations including, but not limited to, the City’s Zoning Code and Subdivision Ordinance.

4. Indemnification. The Owner hereby assumes all liability for the Abandoned Property and, on behalf of itself and its successors and assigns and agrees 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 the Owner's ownership of the Abandoned Property unless any such claim is wholly caused by CITY's gross negligence or willful conduct; provided, however, the Owner shall have no responsibility for pre-existing environmental contamination or liabilities on the Abandoned Property.

5. 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.

6. 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.

7. 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: Nancy Smith
Nancy Smith, Mayor

Attest:

By: Vanessa Bueras
Vanessa Bueras, MMC
City Clerk



Approved as to form:

By: D. M. Fitzgibbon
Denis M. Fitzgibbon
City Attorney

Paragon Hampton Edison, LLC,
an Arizona limited liability company

By: [Signature]
Its: [Signature]

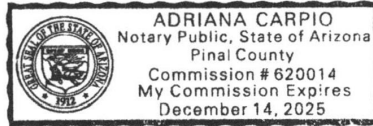
STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 4TH day of APRIL, 2023, by Nancy Smith, the Mayor of THE CITY OF MARICOPA, a municipal corporation of the State of Arizona, on behalf thereof.



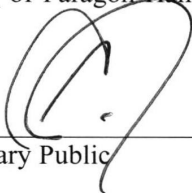
Notary Public

My commission expires:
12/14/2025



STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 31 day of AUGUST, 2023, by Bruce Durr, the manager of Paragon Hampton Edison, LLC, an Arizona limited liability company.



Notary Public

My commission expires:
FEBRUARY 07, 2026

