



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Dana Lewis

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PAGES: 13
FEE NUMBER: 2023-052946

Resolution No. 23-25

Abandonment

RESOLUTION NO. 23-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, VACATING AND ABANDONING, WITHOUT COMPENSATION, A PORTION OF SECTION LINE RIGHTS-OF-WAY IN SECTIONS 27 AND 28 OF TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GENERALLY LOCATED SOUTH OF THE UNION PACIFIC RAILROAD TRACKS AND NORTH OF W. HONEYCUTT AVENUE BETWEEN N. MARICOPA ROAD AND JOHN WAYNE 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 section line rights of way in Section 27 and 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located south of the Union Pacific Railroad tracks and north of W. Honeycutt Avenue between N. Maricopa Road and John Wayne 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, Roadhouse Blues Holdings, 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 section line rights of way in Section 27 and 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located south of the Union Pacific Railroad tracks and north of W. Honeycutt Avenue between N. Maricopa Road and John Wayne Parkway, 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 section line rights of way in Section 27 and 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located south of the Union Pacific Railroad tracks and north of W. Honeycutt Avenue between N. Maricopa Road and John Wayne 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 a portion of section line rights of way in Section 27 and 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located south of the Union Pacific Railroad tracks and north of W. Honeycutt Avenue between N. Maricopa Road and John Wayne Parkway, 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.

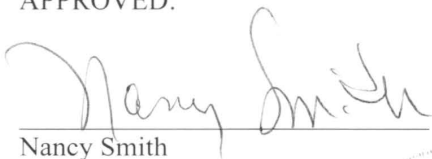
3. That the rights of way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals, or ditches and appurtenances and for electric, telephone and similar lines and appurtenances shall continue as they existed prior to the vacation or abandonment thereof.

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 section line rights of way in Section 27 and 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located south of the Union Pacific Railroad tracks and north of W. Honeycutt Avenue between N. Maricopa Road and John Wayne Parkway, legally described and generally depicted on Exhibit "A" attached hereto, and vesting of title to said abandoned portion of said right-of-way in Owner, the owner of the abutting property.

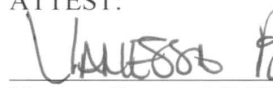
PASSED AND ADOPTED by the Mayor and City Council of the City of Maricopa, Arizona this 16th day of May, 2023.

APPROVED:



Nancy Smith
Mayor

ATTEST:



Vanessa Bueras, MMC
City Clerk



APPROVED AS TO FORM:



Denis Fitzgibbons
City Attorney

EXHIBIT A
Legal Description and Map

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28 FROM WHENCE THE EAST QUARTER CORNER LIES SOUTH 0 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 2,628.80 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, SOUTH 0 DEGREES 9 MINUTES 34 SECONDS EAST, A DISTANCE OF 774.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SKIDMORE AVENUE ACCORDING TO AN AMENDED PLAT OF BLOCKS 3 TO 39, BOTH INCLUSIVE, AND KNOWN AS "MAP OF THE CENTRAL PORTION OF THE TOWNSITE OF MARICOPA" AS FILED IN THE OFFICE OF THE PINAL COUNTY ARIZONA RECORDER IN BOOK 3 OF MAPS, PAGE 7, ALSO BEING COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT OF WAY, SOUTH 53 DEGREES 48 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.97 FEET;

THENCE ALONG A LINE THAT IS PARALLEL WITH AND 33.00 FEET EAST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, SOUTH 0 DEGREES 9 MINUTES 34 SECONDS EAST, A DISTANCE OF 114.22 FEET TO A POINT COINCIDENT WITH THE CENTER LINE OF ARIZONA AVENUE ACCORDING TO SAID AMENDED PLAT;

THENCE ALONG SAID CENTERLINE NORTH 89 DEGREES 43 MINUTES 51 SECONDS WEST, A DISTANCE OF 66.00 FEET;

THENCE ALONG A LINE THAT IS PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, NORTH 0 DEGREES 9 MINUTES 34 SECONDS WEST, A DISTANCE OF 162.30 FEET TO A POINT COINCIDENT WITH SAID NORTHERLY RIGHT OF WAY LINE OF SKIDMORE AVENUE;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 53 DEGREES 48 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,125.22 SQUARE FEET OR 0.2095 ACRES, MORE OR LESS.

END OF DESCRIPTION.

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this 16th day of May, 2023, by and between the City of Maricopa, a municipal corporation (the “CITY”) and Roadhouse Blues Holdings, LLC, an Arizona limited liability company (“Owner”).

WHEREAS, by Resolution No. 23-25 the CITY will vacate and abandon without compensation a portion of Section Line right-of-way for Sections 27 and 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located north of W. Honeycutt Ave. between N. Maricopa Rd. and John Wayne Pkwy., 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,

{00249948}

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: Denis M. Fitzgibbons
Denis M. Fitzgibbons
City Attorney

Roadhouse Blues Holdings, LLC,
an Arizona limited liability company

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Pinal)

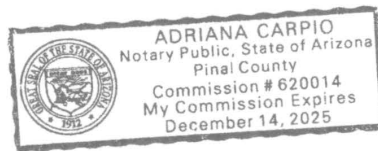
The foregoing instrument was acknowledged before me this 16TH day of MAY, 2023, by Nancy Smith, the Mayor of THE CITY OF MARICOPA, a municipal corporation of the State of Arizona, on behalf thereof.



Notary Public

My commission expires:

DEC. 14, 2025



STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, the _____ of Roadhouse Blues Holdings, LLC, an Arizona limited liability company.

Notary Public

My commission expires:

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, Mayor

Attest:

Approved as to form:

By: _____
Vanessa Bueras, MMC
City Clerk

By: _____
Denis M. Fitzgibbons
City Attorney

Roadhouse Blues Holdings, LLC,
an Arizona limited liability company

By: _____
Its: Vice President

{00249948}

PD

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this ___ day of _____, 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:

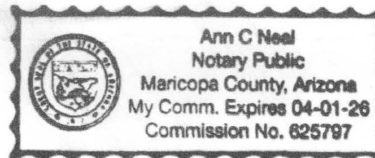
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 18th day of May, 2023, by Patrick Demy, the Vice-President of Roadhouse Blues Holdings, LLC, an Arizona limited liability company.



Notary Public

My commission expires:
4/1/2026



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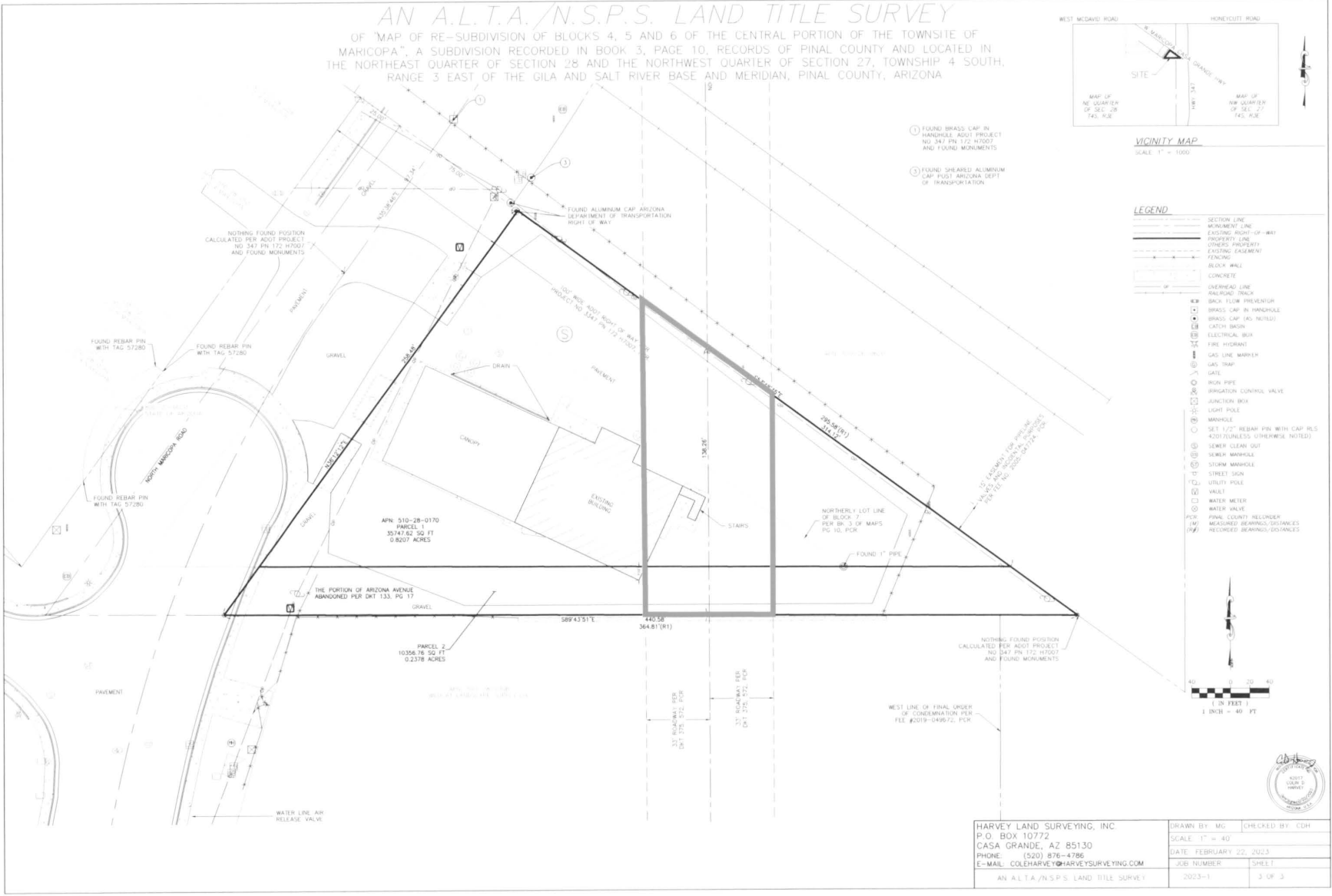
PD

AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY
 OF "MAP OF RE-SUBDIVISION OF BLOCKS 4, 5 AND 6 OF THE CENTRAL PORTION OF THE TOWNSHIP OF MARICOPA", A SUBDIVISION RECORDED IN BOOK 3, PAGE 10, RECORDS OF PINAL COUNTY AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA

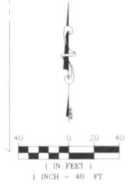


VICINITY MAP
SCALE 1" = 1000'

- ① FOUND BRASS CAP IN HANDHOLE ADOT PROJECT NO. 247 PN 172 47007 AND FOUND MONUMENTS
- ② FOUND SHEARED ALUMINUM CAP PLAT ARIZONA DEPT OF TRANSPORTATION



- LEGEND**
- SECTION LINE
 - MEASUREMENT LINE
 - EXISTING RIGHT-OF-WAY
 - PROPERTY LINE
 - EXISTING FENCE/SETBACK
 - EXISTING EASEMENT
 - FENCING
 - BLK. W. H. L.
 - CONCRETE
 - OVERHEAD LINE
 - RAILROAD TRACK
 - BACK FLOW PREVENTER
 - BRASS CAP IN HANDHOLE
 - BRASS CAP (AS NOTED)
 - CATCH BASIN
 - ELECTRICAL BOX
 - FIRE HYDRANT
 - GAS LINE MARKER
 - GAS TRAP
 - GATE
 - IRON PIPE
 - IRRIGATION CONTROL VALVE
 - JUNCTION BOX
 - LIGHT POLE
 - MANHOLE
 - SET 1/2" REBAR PIN WITH CAP (SLS ACCURATENESS OTHERWISE NOTED)
 - SEWER MANHOLE
 - SEWER MANHOLE
 - STORM MANHOLE
 - STREET SIGN
 - UTILITY POLE
 - VALVE
 - WATER METER
 - WATER VALVE
 - PINAL COUNTY REORDER
 - MEASURED BEARING/DISTANCES
 - RECORDED BEARING/DISTANCES



HARVEY LAND SURVEYING, INC P.O. BOX 10772 CASA GRANDE, AZ 85130 PHONE (602) 876-4786 E-MAIL COLEHARVEY@HARVEYSURVEYING.COM	DRAWN BY MG	CHECKED BY CDH
	SCALE: 1" = 40'	
	DATE: FEBRUARY 22, 2023	
	JOB NUMBER	SHEET
AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY	2023-1	3 OF 3

AERIAL MAP OF ABANDONMENT AREA



..... Right-of-way to be abandoned.

