

Space Reserved for Recording Information



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

DATE/TIME: 06/28/2023 1413  
FEE: \$15.00  
PAGES: 11  
FEE NUMBER: 2023-047648

RESOLUTION NO. 23-29

**RESOLUTION NO. 23-29**

**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, EHC Maricopa, LP, an Arizona limited partnership ("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.

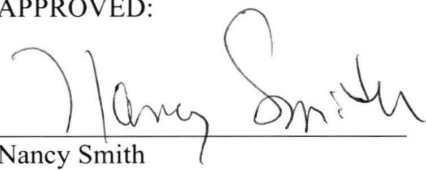
3. That the rights of way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals, or ditches and appurtenances and for electric, telephone and similar lines and appurtenances shall continue as they existed prior to the vacation or abandonment thereof.

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 16<sup>th</sup> day of May, 2023.

APPROVED:



Nancy Smith  
Mayor

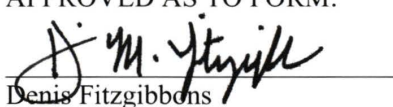
ATTEST:



Vanessa Bueras, MMC  
City Clerk



APPROVED AS TO FORM:



Denis Fitzgibbons  
City Attorney

**EXHIBIT A**  
**Legal Description and Map**

{00249985}

### Abandonment of Right of Way

That portion of the Northeast quarter of Section 28, Township 4 South, Range 3 East, Gila and Salt River Meridian, Pinal County, Arizona lying 33 feet on the west side of the common north-south section line between said Section 27 and Section 28 as set forth as Right of Way in the Declaration of Roads, recorded in Docket 375, Page 574, that lies within the parcel of land described in Fee Number 2020-114778, as recorded in the office of the Pinal County Recorder.

### Abandonment of Right of Way

That portion of the Northwest quarter of Section 27, Township 4 South, Range 3 East, Gila and Salt River Meridian, Pinal County, Arizona lying 33 feet on the east side of the common north-south section line between said Section 27 and Section 28 as set forth as Right of Way in the Declaration of Roads, recorded in Docket 375, Page 574, that lies within the parcel of land described in Fee Number 2020-114778, as recorded in the office of the Pinal County Recorder.

**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 EHC Maricopa, LP, an Arizona limited partnership (“Owner”).

WHEREAS, by Resolution No. 23-29 the CITY will vacate and abandon without compensation a portion of Section Line right-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 and 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, 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

**EHC Maricopa, LP,**  
an Arizona limited partnership

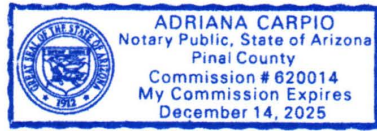
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss.  
County of Pinal                )

The foregoing instrument was acknowledged before me this 16<sup>TH</sup> 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 EHC Maricopa, LP, an Arizona limited partnership.

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

My commission expires:  
\_\_\_\_\_



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, Mayor

**Attest:**

**Approved as to form:**

By: \_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

By: \_\_\_\_\_  
Denis M. Fitzgibbons  
City Attorney

**EHC Maricopa, LP,**  
an Arizona limited partnership

By: \_\_\_\_\_  
Its: MANAGER

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:

\_\_\_\_\_

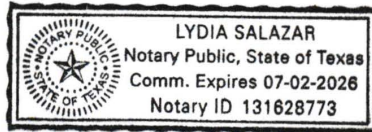
*Jayas*  
STATE OF ARIZONA ~~ss~~ )  
 ) ss.  
County of ~~Pinal~~ *Dallas* )

The foregoing instrument was acknowledged before me this 20 day of June, 2023, by Saeed Mahboubi, the Manager of EHC Maricopa, LP, an Arizona limited partnership.

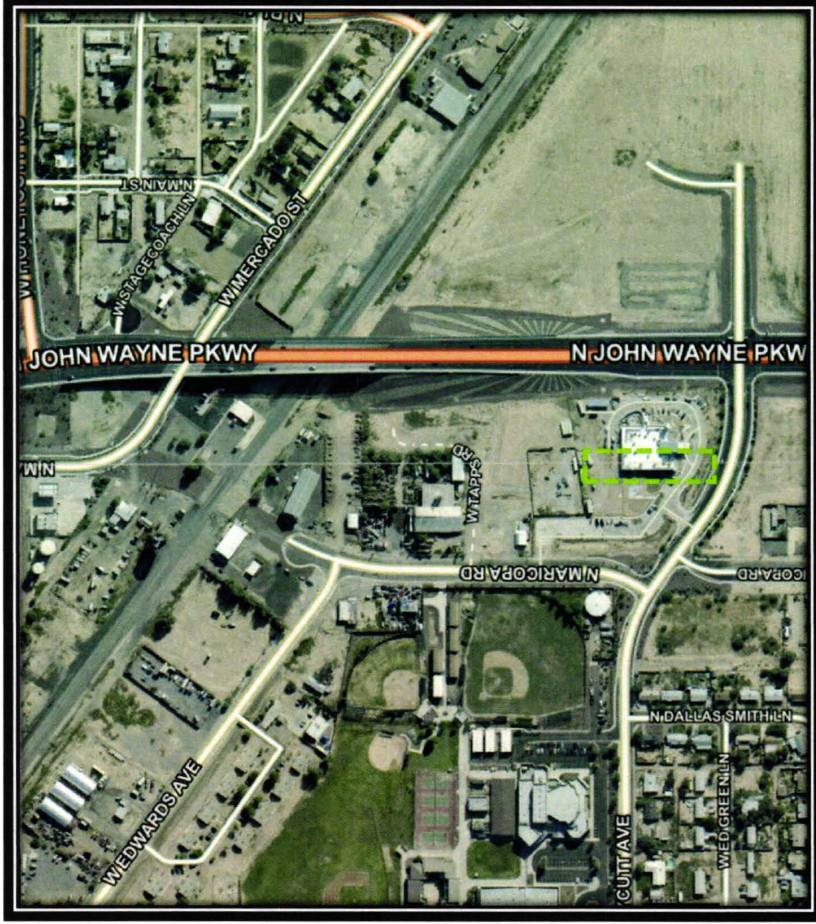
*Lydia Salazar*  
\_\_\_\_\_  
Notary Public

My commission expires:

07-02-2026



AERIAL MAP OF ABANDONMENT AREA



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

# ALTA/NSPS LAND SURVEY OF 19060 N JOHN WAYNE PKWY MARI COPA, ARIZONA

A PORTION OF THE WEST HALF OF SECTION 27 AND THE EAST HALF OF SECTION 28,  
TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT BASE AND MERIDIAN,  
PINAL COUNTY, ARIZONA

APN #

510-25-009M & 510-29-047C

**PREPARED FOR**

FR DEVELOPMENT, INC. A TEXAS CORPORATION

**SITE ADDRESS**

19060 N JOHN WAYNE PKWY  
MARI COPA, ARIZONA 85138

**PLANNED ADDRESS**

19060 N JOHN WAYNE PKWY  
MARI COPA, ARIZONA 85138

**NOTES**

ZONING & BUILDING SETBACKS SHOULD BE VERIFIED WITH CITY COMMUNITY DEVELOPMENT DEPT. PRIOR TO ANY DESIGN.

EASEMENTS SHOWN PER THE RECORD PLAT.

ALL BELIEVABLE SHOWN IS FROM FILED DATA AND SHOULD BE VERIFIED PRIOR TO ANY DESIGN.

**BENCHMARK**

JOHN WAYNE PARKWAY AND HATHAWAY AVENUE  
FOUND A.D.O.T HIGHWAY DIVISION BRASS CAP IN HANDHOLE  
ELEV. = 1169.41 (88 N.A.V.D.)

**FLOOD ZONE CLASSIFICATION**

SUBJECT PROPERTY IS LOCATED IN ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.25 ANNUAL CHANCE FLOOD PLAIN AND ZONE "AE" - ZONE AE IS THE FLOOD INSURANCE RATE ZONE THAT REPRESENTS AREA SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT DETERMINED BY DETAILED METHODS. BASE FLOOD ELEVATIONS (BFE) ARE SHOWN. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS AND FLOODPLAIN MANAGEMENT STANDARDS APPLY.

FROM FLOOD ZONE MAP (0402100745F)  
EFFECTIVE ON 6/16/2014

**GROSS LAND AREA**

138,111 SQUARE FEET

3.19 ACRES

**KEYNOTES**

- 1 EXISTING STREET LIGHT
- 2 EXISTING STREET LIGHT METER BOX
- 3 EXISTING STORM DRAIN MANHOLE & CURB INLET ACCESS
- 4 EXISTING SIGNAL LIGHT POLE
- 5 EXISTING CURB INLET METAL ACCESS LID
- 6 EXISTING 5/3-36 STREET SIGN
- 7 EXISTING R2-1 STREET SIGN
- 8 EXISTING W173-15 STREET SIGN
- 9 EXISTING W173-21 STREET SIGN
- 10 EXISTING W173-23 STREET SIGN
- 11 EXISTING W173-23 STREET SIGN
- 12 EXISTING LIGHTING AND INTERCONNECTION LOAD CENTER AND FOUNDATION
- 13 EXISTING BIKE LANE SIGN
- 14 EXISTING POWER POLE
- 15 EXISTING WATER VALVE
- 16 EXISTING FIRE HYDRANT
- 17 EXISTING STORM DRAIN INLET
- 18 EXISTING WATER UTILITY SLEEVE
- 19 EXISTING SEWER UTILITY SLEEVE
- 20 EXISTING UNBUILT COMMUNICATIONS UTILITY SLEEVE
- 21 EXISTING CENTURFLUM UTILITY SLEEVE
- 22 EXISTING ELECTRICAL DISTRICT J UTILITY SLEEVE
- 23 EXISTING RIDER
- 24 PUBLIC WATER FACILITIES EASEMENT DESCRIBED IN DOCUMENT NO. 2012-08-ORF08 EASEMENT ALONG MARI COPA ROAD, DATED AUGUST 8, 2012

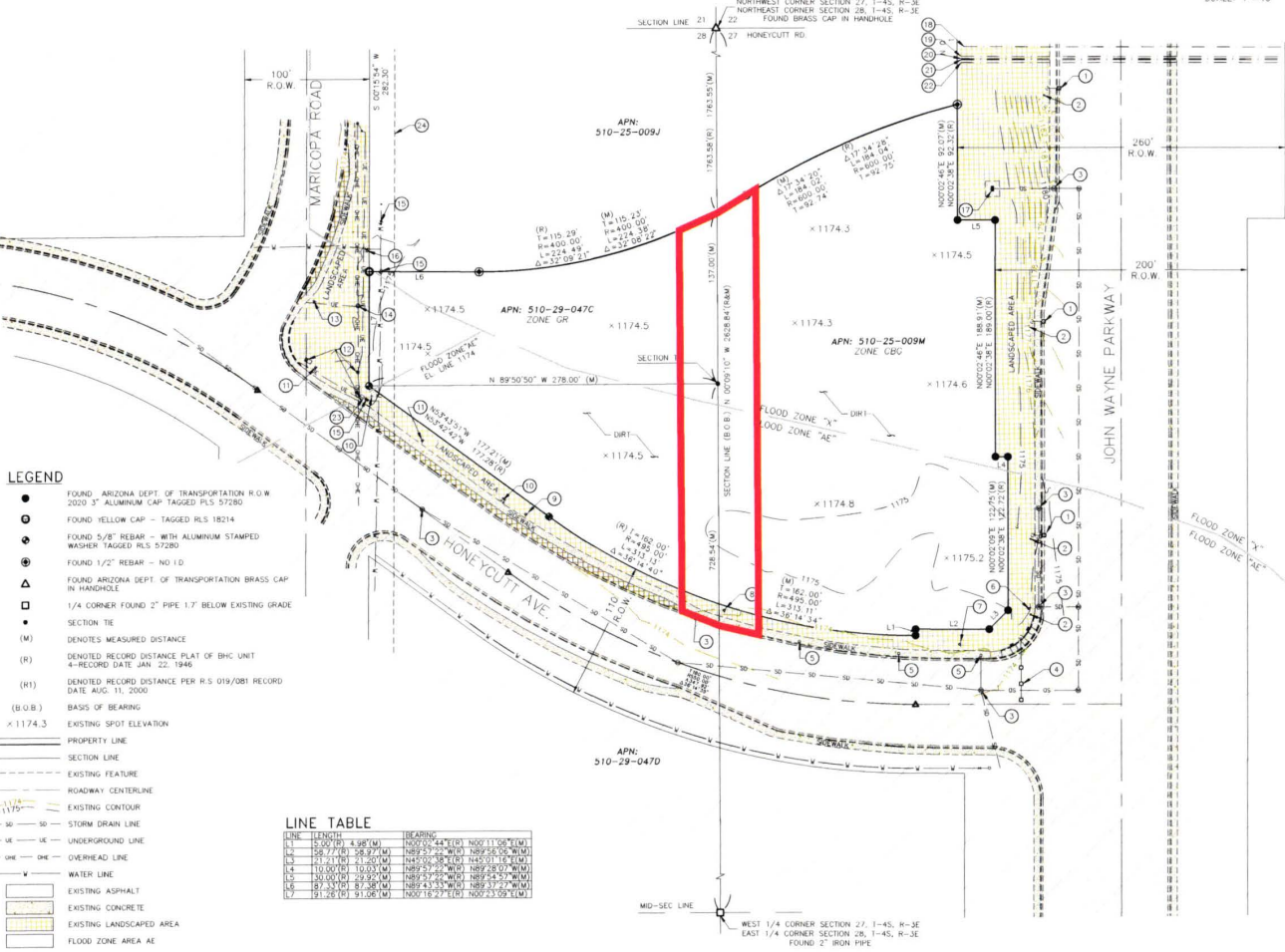


ALTA/NSPS LAND SURVEY  
19060 N JOHN WAYNE PKWY  
MARI COPA, AZ

DESIGN: DW	SCALE: AS SHOWN	JOB NO: 006-01	DATE: 10/7/2020	SHEET: 2 OF 2
DRAWN: DW	DATE: 10/7/2020	BY: R. CAMPBELL		
CHECKED: DW	DATE: 10/7/2020			

**ARQ ENGINEERING LLC**  
Engineering and Survey

4440 S. HIGHWAY 95, SUITE A  
FORT MONTE CITY, AZ 86426  
PHONE: (928) 758-3333  
FAX: (928) 758-8654



**LEGEND**

- FOUND - ARIZONA DEPT. OF TRANSPORTATION R.O.W. 2020 3" ALUMINUM CAP TAGGED PLS 57280
- FOUND YELLOW CAP - TAGGED RLS 18214
- FOUND 5/8" REBAR - WITH ALUMINUM STAMPED WASHER TAGGED RLS 57280
- FOUND 1/2" REBAR - NO I.D.
- FOUND ARIZONA DEPT. OF TRANSPORTATION BRASS CAP IN HANDHOLE
- ▲ 1/4 CORNER FOUND 2" PIPE 1.7" BELOW EXISTING GRADE
- SECTION TIE
- (M) DENOTES MEASURED DISTANCE
- (R) DENOTES RECORD DISTANCE PLAT OF BHC UNIT 4-RECORD DATE JAN 22, 1946
- (R1) DENOTES RECORD DISTANCE PER R.S. 019/081 RECORD DATE AUG. 11, 2000
- (B.O.B.) BASIS OF BEARING
- ×1174.3 EXISTING SPOT ELEVATION
- — — — — PROPERTY LINE
- — — — — SECTION LINE
- — — — — EXISTING FEATURE
- — — — — ROADWAY CENTERLINE
- — — — — EXISTING CONTOUR
- — — — — STORM DRAIN LINE
- — — — — UNDERGROUND LINE
- — — — — OVERHEAD LINE
- — — — — WATER LINE
- ▨ EXISTING ASPHALT
- ▨ EXISTING CONCRETE
- ▨ EXISTING LANDSCAPED AREA
- ▨ FLOOD ZONE AREA AE

**LINE TABLE**

LINE	TENENT	BEARING
L1	50.00 (R)	4.98 (M)
L2	28.97 (R)	58.87 (M)
L3	21.71 (R)	21.20 (M)
L4	110.00 (R)	10.00 (M)
L5	30.00 (R)	29.22 (M)
L6	21.33 (R)	87.38 (M)
L7	21.72 (R)	91.08 (M)