

RESOLUTION NO. 23-74

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, EXCHANGING A PORTION OF RIGHT-OF-WAY IN SECTION 28 OF TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GENERALLY LOCATED WEST OF THE CURRENT ALIGNMENT OF N. MARICOPA ROAD ALIGNMENT SOUTH OF W. HONEYCUTT AVENUE FOR A PORTION OF REAL PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF W. HONEYCUTT ROAD AND N. MARICOPA ROAD WITHIN THE CITY OF MARICOPA.

WHEREAS, A.R.S. §28-7203 provides that the City may exchange a roadway or portion of a roadway with an abutting owner for all or part of a new public roadway; and

WHEREAS, the City is authorized pursuant to A.R.S. §28-7203 to exchange a portion of right of way in Section 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located west of the current alignment of N. Maricopa Road south of W. Honeycutt Avenue, legally described and generally depicted on Exhibit "A" attached hereto ("City Property") for a portion of real property generally located at the southwest corner of the intersection of W. Honeycutt Road and N. Maricopa Road, legally described and generally depicted on Exhibit "B" attached hereto ("Owner Property"); and

WHEREAS, pursuant to A.R.S. §28-7203, title to the exchanged properties "vests in the grantee when the exchange is made"; and

WHEREAS, Maricopa Investments, LLC, a Michigan limited liability company ("Owner") agrees to assume liability for the City Property and, when the real property generally known as Assessor Parcel No. 510-29-001B is developed, to reimburse the City for 50% of the costs of the installation of the improvements at the intersection W. Honeycutt Road and N. Maricopa Road as evidenced by the Agreement attached as Exhibit "C"; and

WHEREAS, City agrees to assume liability for the Owner Property as evidenced by the Agreement attached as Exhibit "C"; 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 exchange the City Property with the Owner Property south of W. Honeycutt Road for N. Maricopa Road.

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

1. That a portion of right of way in Section 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located west of the current alignment of N. Maricopa Road south of W. Honeycutt Avenue, legally described and generally depicted on Exhibit "A" attached hereto, is hereby exchanged for a portion of real property generally located

at the southwest corner of the intersection of W. Honeycutt Road and N. Maricopa Road, legally described and generally depicted on Exhibit "B" attached hereto.

2. That pursuant to A.R.S. §28-7203, title to the City Property vests in Owner and title to the Owner Property vests in City 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 exchange thereof.

4. That City, to whom title to the Owner Property vests, agrees to assume the cost of maintaining such portions of said real property and agrees to assume liability for such portions of said real property.

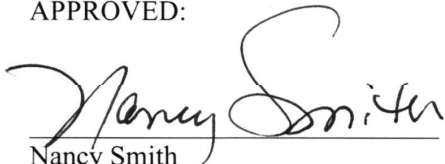
5. That Owner, to whom title to the City Property vests, agrees to assume the cost of maintaining such portions of said right-of-way and agrees to assume liability for such portions of said right-of-way.

6. That Owner hereby agrees that, when the real property generally known as Assessor Parcel No. 510-29-001B is developed, Owner or their successors and assigns shall reimburse the City for 50% of the costs of the installation of the improvements to the intersection of W. Honeycutt Road and N. Maricopa Road as evidenced by the Agreement attached as Exhibit "C."

7. 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 exchange of a portion of right of way in Section 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located west of the current alignment of N. Maricopa Road south of W. Honeycutt Avenue, legally described and generally depicted on Exhibit "A" attached hereto ("City Property") for a portion of real property generally located at the southwest corner of the intersection of W. Honeycutt Road and N. Maricopa Road, legally described and generally depicted on Exhibit "B" attached hereto ("Owner Property"), and vesting of title to said City Property in Owner and vesting of title of said Owner Property in City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Maricopa, Arizona this 5th day of December, 2023.

APPROVED:


Nancy Smith
Mayor



ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:


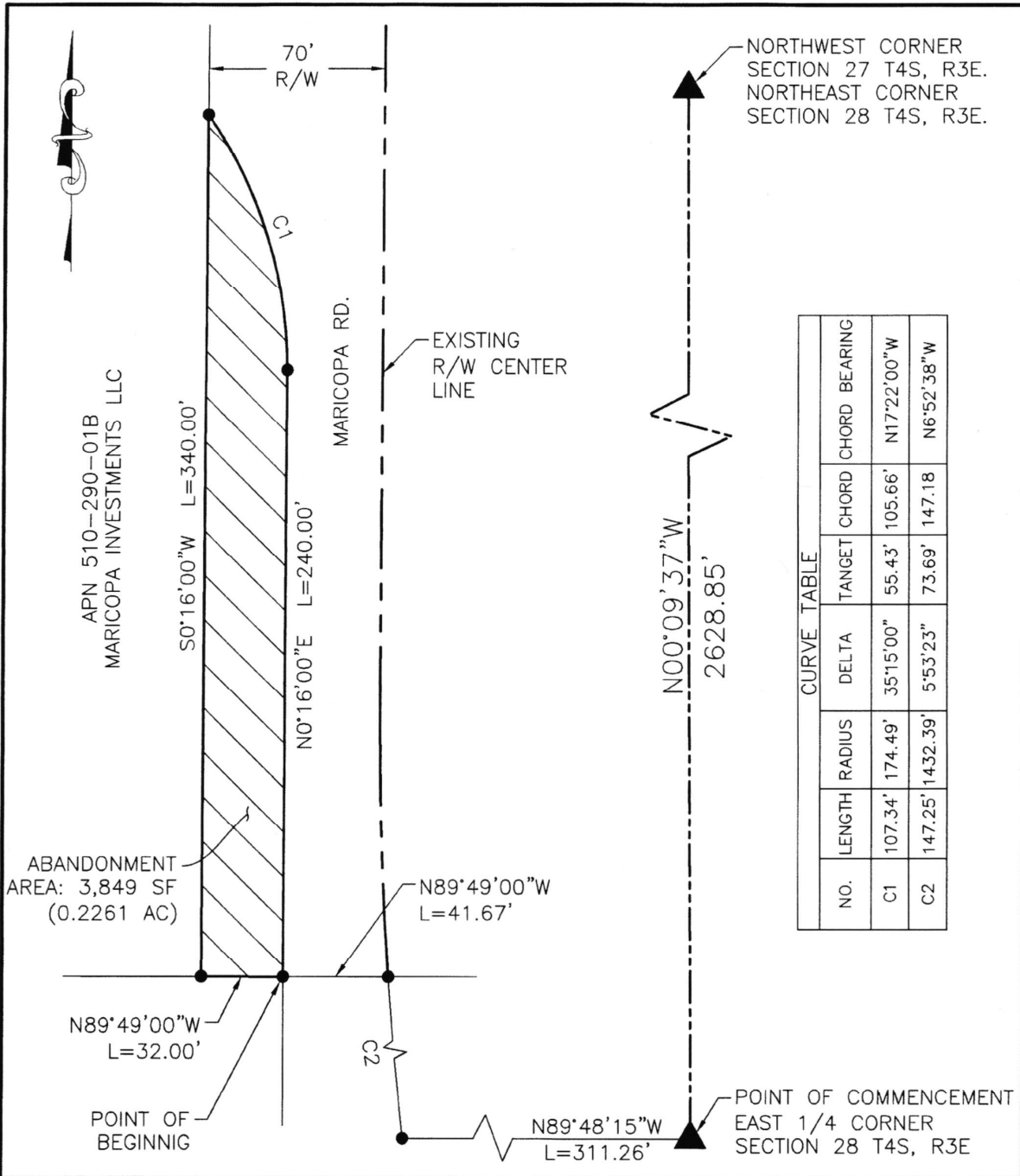

Denis Fitzgibbons
City Attorney

EXHIBIT A
Legal Description and Map of City Property



NORTHWEST CORNER
SECTION 27 T4S, R3E.
NORTHEAST CORNER
SECTION 28 T4S, R3E.

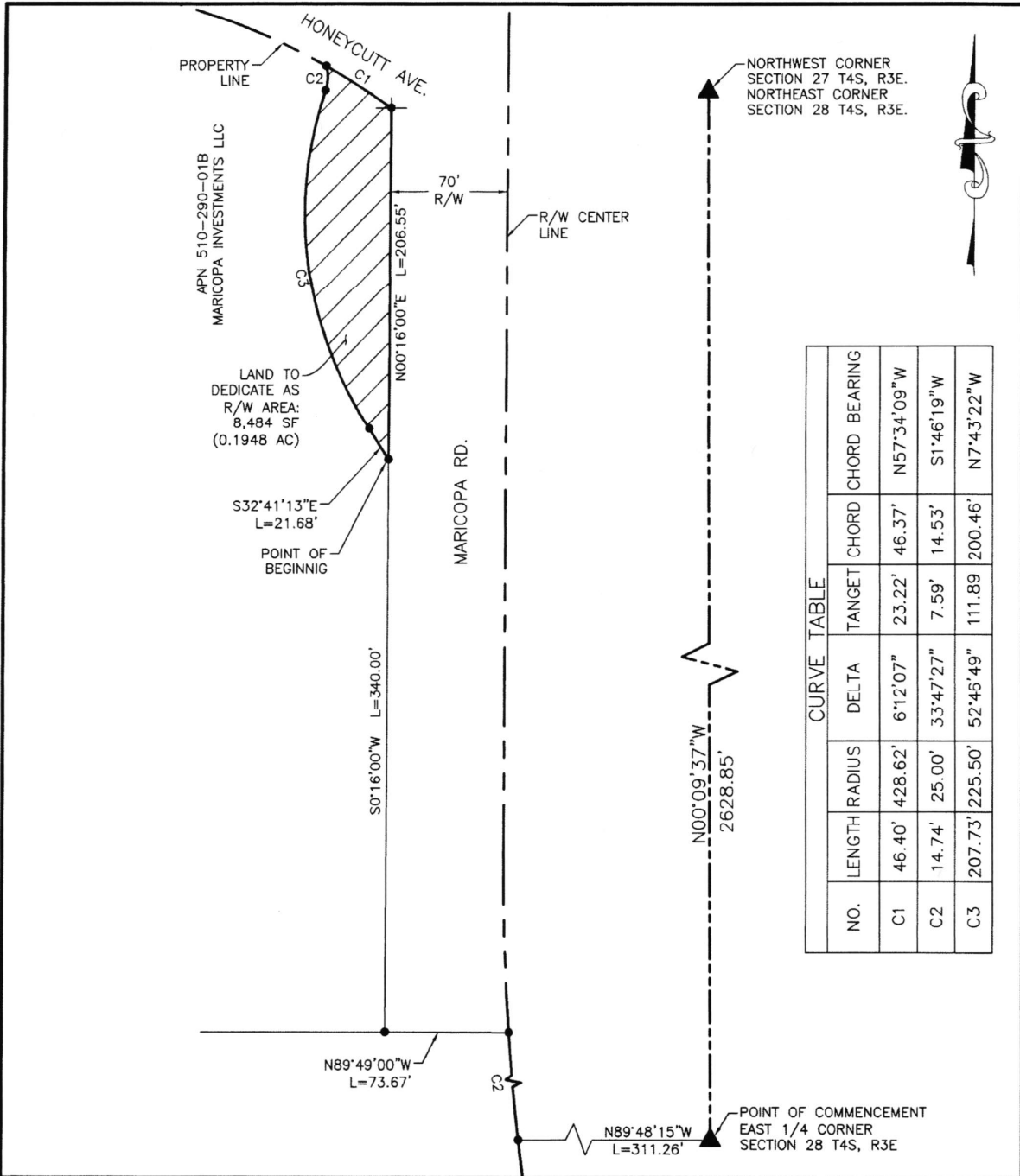
CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING
C1	107.34'	174.49'	35°15'00"	55.43'	N17°22'00"W
C2	147.25'	1432.39'	5°53'23"	73.69'	N6°52'38"W

SCALE: 1:50
NOVEMBER 2023
CITY OF MARICOPA

EXHIBIT 'A': RIGHT-OF-WAY TO ABANDON



EXHIBIT B
Legal Description and Map of Owner Property



CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING
C1	46.40'	428.62'	6°12'07"	23.22'	N57°34'09"W
C2	14.74'	25.00'	33°47'27"	7.59'	S1°46'19"W
C3	207.73'	225.50'	52°46'49"	111.89'	N7°43'22"W

SCALE: 1:75

NOVEMBER 2023

CITY OF MARICOPA

EXHIBIT 'B': RIGHT-OF-WAY DEDICATION



ROAD WAY EXCHANGE AGREEMENT

THIS ROADWAY EXCHANGE AGREEMENT (“Agreement”) is entered into this ____ day of November, 2023, by and between the City of Maricopa, a municipal corporation (the “CITY”) and Maricopa Investments, LLC, a Michigan limited liability company (“Owner”).

WHEREAS, pursuant to A.R.S. §28-7203, “[a] roadway or portion of a roadway may be exchanged with an abutting owner for all or part of a new public roadway, and title vests in the grantee when the exchange is made”; and

WHEREAS, by Resolution No. 23-74 the CITY will exchange a portion of right-of-way in Section 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located west of the current alignment of N. Maricopa Road south of W. Honeycutt Avenue, legally described and generally depicted on Exhibit “A” attached hereto (the “City Property”); and

WHEREAS, the Owner will exchange a portion of real property in Section 28 of Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, generally located at the southwest corner of the intersection of W. Honeycutt Road and N. Maricopa Road, legally described and generally depicted on Exhibit “B” attached hereto (the “Owner Property”);

WHEREAS, upon execution of this Agreement by City and Owner, the Owner agrees to assume the cost of maintaining the City Property and assume all liability for the City Property; and

WHEREAS, upon execution of this Agreement by City and Owner, the City agrees to assume the cost of maintaining the Owner Property and assume all liability for the Owner Property; and

WHEREAS, Owner also agrees that to reimburse the City for 50% of the costs of the installation of the improvements at W. Honeycutt Road and N. Maricopa Road when the real property generally known as Assessor Parcel No. 510-29-001B is developed; and

WHEREAS, the parties enter into this Agreement to set forth their understandings and agreement in connection with the City Property and Owner 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. **Acknowledgments.** The Owner hereby acknowledges that it is taking title to the City Property subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues. The City hereby acknowledges that it is taking title to the Owner Property subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues.

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

3. Use of Property. The Owner hereby agrees that any future use of the City Property or the property abutting the City 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. Intersection Improvements. The Owner hereby agrees that, when the real property generally known as Assessor Parcel No. 510-29-001B is developed, Owner or their successors and assigns shall reimburse the City for 50% of the costs of the installation of the improvements to the intersection of W. Honeycutt Road and N. Maricopa Road.

5. Indemnification by Owner. The Owner hereby assumes all liability for the City 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 City 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 City Property.

7. Indemnification by City. The City hereby assumes all liability for the Owner Property and, on behalf of itself and its successors and assigns and agrees to indemnify, defend and hold harmless the Owner, its 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 Owner, its officials, agents, attorneys, and successors on account of or arising out of the City's ownership of the Owner Property unless any such claim is wholly caused by Owner's gross negligence or willful conduct; provided, however, the City shall have no responsibility for pre-existing environmental contamination or liabilities on the Owner Property.

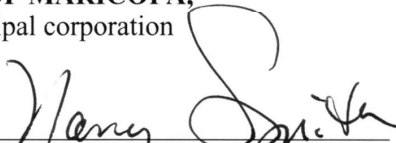
8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

9. 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.

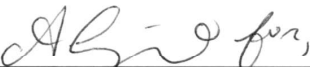
10. Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

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

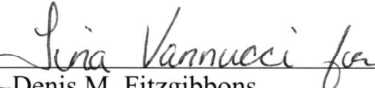
CITY OF MARICOPA,
a municipal corporation

By: 
Nancy Smith, Mayor

Attest:

By: 
Vanessa Bueras, MMC
City Clerk

Approved as to form:

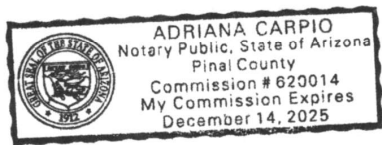
By: 
Denis M. Fitzgibbons
City Attorney

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 5TH day of DECEMBER, 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:
December 14, 2025



[Signatures Continue On Next Page]

LEGAL DESCRIPTION FOR EXHIBIT A

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

COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 28;

THENCE S89°48'15"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28, A DISTANCE OF 311.26 FEET, TO THE CENTERLINE OF MARICOPA ROAD;

THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND ALONG A CURVE TO THE RIGHT, FROM A TANGENT BEARING OF N 9°49'19"W, HAVING A RADIUS OF 1432.39 FEET, A CENTRAL ANGLE OF 5°53'23", A DISTANCE OF 147.25 FEET;

THENCE N 89°49'00" W, LEAVING SAID CENTERLINE, A DISTANCE OF 41.67 FEET TO THE POINT OF BEGINNING;

THENCE N 0°16'00" E A DISTANCE OF 240.00 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 174.49 FEET, A CENTRAL ANGLE OF 35°15'00", A DISTANCE OF 107.34 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF LINE OF SAID MARICOPA ROAD;

THENCE S 0°16'00" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 340.00 FEET;

THENCE S 89°49'00" E A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.226 ACRES OF LAND, MORE OR LESS.



LEGAL DESCRIPTION FOR EXHIBIT B

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

COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 28;

THENCE S89°48'15"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 28, A DISTANCE OF 311.26 FEET, TO THE CENTERLINE OF MARICOPA ROAD;

THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND ALONG A CURVE TO THE RIGHT, FROM A TANGENT BEARING OF N 9°49'19"W, HAVING A RADIUS OF 1432.39 FEET, A CENTRAL ANGLE OF 5°53'23", A DISTANCE OF 147.25 FEET;

THENCE N 89°49'00" W, LEAVING SAID CENTERLINE, A DISTANCE OF 73.67 FEET TO A POINT ON THE WESTERLY RIGHT OF LINE OF SAID MARICOPA ROAD;

THENCE N 0°16'00" E ALONG SAID WESTERLY RIGHT OF LINE A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING;

THENCE N 32°41'13" W LEAVING SAID RIGHT OF WAY LINE A DISTANCE OF 21.68 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 225.50 FEET, A CENTRAL ANGLE OF 52°46'49", A DISTANCE OF 207.73 FEET TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 33°47'27", A DISTANCE OF 14.74 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HONEYCUTT AVENUE;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A CURVE TO THE RIGHT, FROM A TANGENT BEARING OF S 60°40'43" E, HAVING A RADIUS OF 428.62 FEET, A CENTRAL ANGLE OF 6°12'07", A DISTANCE OF 46.40 TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF MARICOPA ROAD;

THENCE S 00°15'40" W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 206.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.195 ACRES OF LAND, MORE OR LESS.

