

DEDICATION AGREEMENT

This Dedication Agreement (the “Dedication Agreement” or “Agreement”) is entered into effective as of November ____, 2018 (“Effective Date”), by and between John E. Smith and Mary Lou Smith, husband and wife (“Owner”), and the City of Maricopa, an Arizona municipal corporation (“City”), on the following terms and conditions:

RECITALS

A. Whereas, Owner is the owner of that certain real property consisting of approximately 1 acre of land generally located in Pinal County, Arizona and depicted on Exhibit “A” attached hereto (the “Property”).

B. Whereas, Owner is willing to convey to City, and City wishes to accept from Owner the Property on the terms and conditions set forth herein.

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:

AGREEMENT

1. Dedication. Upon execution of this Dedication Agreement, Owner agrees to dedicate and convey to City, and City agrees to accept from Owner the Property, free and clear of all liens and other encumbrances and at no cost to the City, together with all rights and easements appurtenant thereto and all improvements located thereon, on the terms and conditions set forth herein. The locations and exact legal descriptions of the Property are set forth in Exhibit “A”.

2. Status of Property. City hereby acknowledges and agrees that City shall be solely responsible for obtaining a title report and otherwise examining the Property to its satisfaction. Owner shall permit access to the Property to City and any persons designated by City, and Owner shall afford them the opportunity to conduct, prepare and perform any tests, studies, and surveys upon the Property that City deems necessary to assist it in determining whether the Property is appropriate for the purposes contemplated by City. Upon completion of all such tests, studies and surveys, City shall restore the Property to the condition existing prior to any tests or inspections.

3. Costs. Owner shall be solely responsible for paying any and all fees with respect to the releases of any monetary encumbrances on the Property. City shall be solely responsible for paying the recording fees related to any necessary deeds to transfer the Property pursuant to this Dedication Agreement. Except as provided herein, any other fees or charges shall be paid as is customary in Pinal County, Arizona.

4. Conveyance. The Property shall be conveyed to City by special warranty deed (the “Deed”) in the form attached hereto as Exhibit “B”. Upon conveyance, the City will assume

the cost to maintain the Property at its sole cost and expense.

5. No Brokers. Owner and City each represents and warrants to the other that no broker or finder commission shall be due in connection with the transaction contemplated by this Agreement. If any claims for brokers or finders fees for the consummation of this Agreement arise, then each party hereby agrees to indemnify, hold harmless and defend the other party for, from and against such claims if they shall be based upon any statement or representation or agreement by the indemnifying party. The respective obligations of Owner and City hereunder shall survive the recording of the Deed.

6. Indemnification. Owner hereby assumes all liability for the 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 Property unless any such claim is wholly caused by City's gross negligence or willful conduct.

7. Owner's Representations, Warranties and Additional Covenants. Owner hereby represents, warrants and covenants (with the understanding that City is relying on said representations, warranties and covenants) that:

(a) Owner has full power and authority to enter into and perform this Agreement in accordance with its terms. The individuals executing this Agreement on behalf of Owner is authorized to do so and, upon executing this Agreement, this Agreement shall be binding and enforceable upon Owner in accordance with its terms.

(b) Owner shall not sell, convey, assign, lease or otherwise transfer all or any part of the Property, or cause or permit any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the Property from the date hereof, except for matters approved by City.

The foregoing representations, warranties and covenants shall be true as of the date hereof and shall survive delivery of the Deed(s).

8. City's Representations, Warranties and Additional Covenants. City hereby represents, warrants and covenants that:

(a) City has full power and authority to enter into and perform this Agreement in accordance with its terms. The individual executing this Agreement on behalf of City is authorized to do so and, upon his executing this Agreement, this Agreement shall be binding and enforceable upon City in accordance with its terms.

(b) City agrees that the Property shall be dedicated in an "AS-IS" condition "WITH ALL FAULTS," with no representation or warranty being made by Owner of any type or

19. Subsequent Acts. The terms and provisions of this Agreement shall not merge with, be extinguished by or otherwise be affected by any subsequent conveyance or instrument by or between the parties hereto unless such instrument shall specifically so state and be signed by the parties hereto.

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

OWNER:

By: John E. Smith
John E. Smith

By: Mary Lou Smith
Mary Lou Smith

City:

CITY OF MARICOPA, an Arizona municipal corporation

By: _____
Christian Price, Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras, CMC
City Clerk

Denis Fitzgibbons
City Attorney

nature, except as expressly stated in writing herein. City acknowledges and agrees that it is accepting the Property solely upon the basis of its own investigation of the Property and not on the basis of any representation, express or implied, written or oral, made by Owner or its agents or employees, except as set forth in writing herein. All implied warranties, including, without limitation, **WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** are hereby expressly disclaimed.

The foregoing representations, warranties and covenants shall be true as of the date hereof shall survive the delivery of the Deed.

9. Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or facsimile transmission (facsimile transmission must include verification of transmission) or two (2) business days after being deposited in the U. S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service, addressed as follows:

To City: City of Maricopa
39700 West Civic Center Plaza
Maricopa, Arizona 85138
Attn: City Manager
Telephone: 520-316-6811

With a copy to: Fitzgibbons Law Offices, P.L.C.
1115 East Cottonwood Lane, Suite 150
Casa Grande, Arizona 8130
Attn: Denis M. Fitzgibbons, Esq.
Telephone: 520-426-3824

To Owner: John E. and Mary Lou Smith
PO Box 57
Maricopa, AZ 85139
Telephone: 520-568-2285

City or Owner may change its address for notice by giving notice of change of address in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers or e-mail addresses provided in this Agreement are for aiding informal communications only and notices shall not be effective if provided orally or if sent only by e-mail.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the

extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

11. Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

12. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, arrangements and understandings between the parties, and no other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid.

13. Amendments. This Agreement may be amended only by written document signed by each of the parties hereto.

14. Further Performance. Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

15. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A party's signature on this Agreement or any amendment hereto may be provided by facsimile and shall be effective upon transmission to the other party hereto.

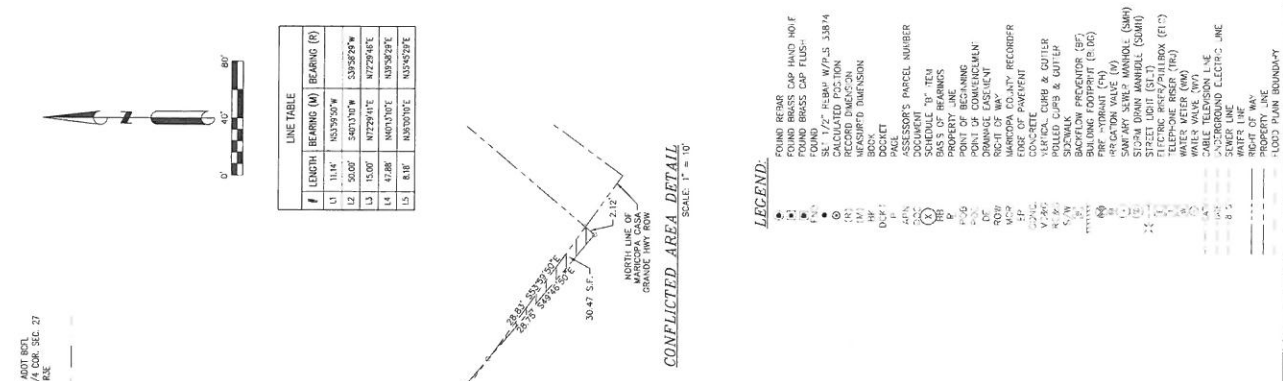
16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and permitted assigns.

17. Governing Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of Arizona. The parties hereto hereby submit to the jurisdiction of the courts of Pinal County, State of Arizona in the event of any action or dispute arising from this Agreement.

18. Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular section to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either party hereto.

EXHIBIT "A"

DESCRIPTION OF PROPERTY
(to be attached hereto)



LINE TABLE

#	LENGTH (M)	BEARING (R)
1	11.14	N57°50'00"W
2	50.07	S43°33'30"W
3	15.00	N72°29'46"E
4	47.00	N00°17'00"E
5	8.16	N43°00'00"E



CONFLICTED AREA - DETAIL
 SCALE: 1" = 10'

- LEGEND:
- FOUND BRASS CAP HAVO HAD F
 - FOUND BRASS CAP FLUS-
 - SET 1/2" REBAR W/P-LS 3/8"x4
 - CALCULATED POSITION
 - CORNER BY ADJACENT
 - MEASURED DISTANCE
 - BLOCK
 - DCKET
 - A/PN
 - DOCUMENT
 - A/PN
 - BACKS OF RECORDS
 - PROPERTY LINE
 - POINT OF BEGINNING
 - DRAINAGE EASEMENT
 - RIGHT-OF-WAY
 - MARICOPA COUNTY RECORDER
 - CONCRETE
 - VERTICAL CURB & GUTTER
 - SIDEWALK
 - BACKFLOW PREVENTOR (B/P)
 - BUILDING FOOTPRINT (B.FO)
 - SIZING
 - APPLICATION VALUE (V)
 - SANITARY SEWER MANHOLE (SMH)
 - STORM DRAIN MANHOLE (SDMH)
 - ELECTRIC POLE/TRANSFORMER (E/P)
 - TELEPHONE POLE (TP)
 - WATER VALVE (VW)
 - CABLE TELEVISION LINE
 - TELEPHONE WIRE
 - POWER LINE
 - ROAD PLAIN BOUNDARY

SCHEDULE "F" DOCUMENTS

1. DEVELOPER OF INTEREST IS IN THE NAME OF:
 - (A) WITH THE EXCEPTANT AFFECTS THE ALIENATED PARCEL AS SHOWN
 - (B) EXCEPTANT (FOR THE PURPOSES) SHOWN BELOW AND BEING INDIVIDUAL, INTEREST AS SET FORTH IN A RECORDING NO. 2007-004-003
 - (C) INTEREST SUBJECT PROXIMITY RIGHTS TO GRANTOR'S UNIT, SET FOR REGISTRATION OR BANK (PURPOSES)
2. THE FOLLOWING DEFECTS, LIES AND CUMBRANCES (WHICH ARE NOT NECESSARILY SHOWN IN THE CASE OF PROXIMITY AGAINST THE INTEREST):
 - (A) INTEREST SUBJECT PROXIMITY RIGHTS TO GRANTOR'S UNIT, SET FOR REGISTRATION OR BANK (NOT A SURVEY MATTER)
 - (B) INTEREST SUBJECT PROXIMITY RIGHTS TO GRANTOR'S UNIT, SET FOR REGISTRATION OR BANK (NOT A SURVEY MATTER)
 - (C) INTEREST SUBJECT PROXIMITY RIGHTS TO GRANTOR'S UNIT, SET FOR REGISTRATION OR BANK (NOT A SURVEY MATTER)
 - (D) INTEREST SUBJECT PROXIMITY RIGHTS TO GRANTOR'S UNIT, SET FOR REGISTRATION OR BANK (NOT A SURVEY MATTER)
3. ANY RIGHTS, LIES, CLAIM OR INTERESTS OF ANY PARTY OF THE CITY OF MARICOPA, MARICOPA/TOWNHILL (NOT A SURVEY MATTER)
4. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
5. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
6. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
7. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
8. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
9. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
10. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
11. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003
12. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT DATED BUT CLAIM IS:
 - (A) RECORDING NO. 2007-004-003
 - (B) RECORDING NO. 2007-004-003
 - (C) RECORDING NO. 2007-004-003
 - (D) RECORDING NO. 2007-004-003

END ADOT BEHN
 HW COR. SEC. 27
 15.00 P.E.

END ADOT BCL
 N. 1/4 COR. SEC. 27
 15.00 P.E.

END ALUM CAP
 HANSEN ENG.
 PLUS 3/16" DIA.
 0.417' DIA.

END ALUM CAP
 HANSEN ENG.
 PLUS 3/16" DIA.
 0.417' DIA.

APN 512-38-8771
 MARICOPA UNITED
 CITY OF MARICOPA
 44150 W. MARICOPA
 CASA GRANDE HWY.
 PCR #2008-027473

APN 510-25-004X
 STATE OF ARIZONA
 PCR #2017-085621

APN 510-25-004Y
 CITY OF MARICOPA
 44150 W. MARICOPA
 CASA GRANDE HWY.
 PCR #2004-068107

APN 512-25-001D
 STATE OF ARIZONA
 PCR #2017-080246

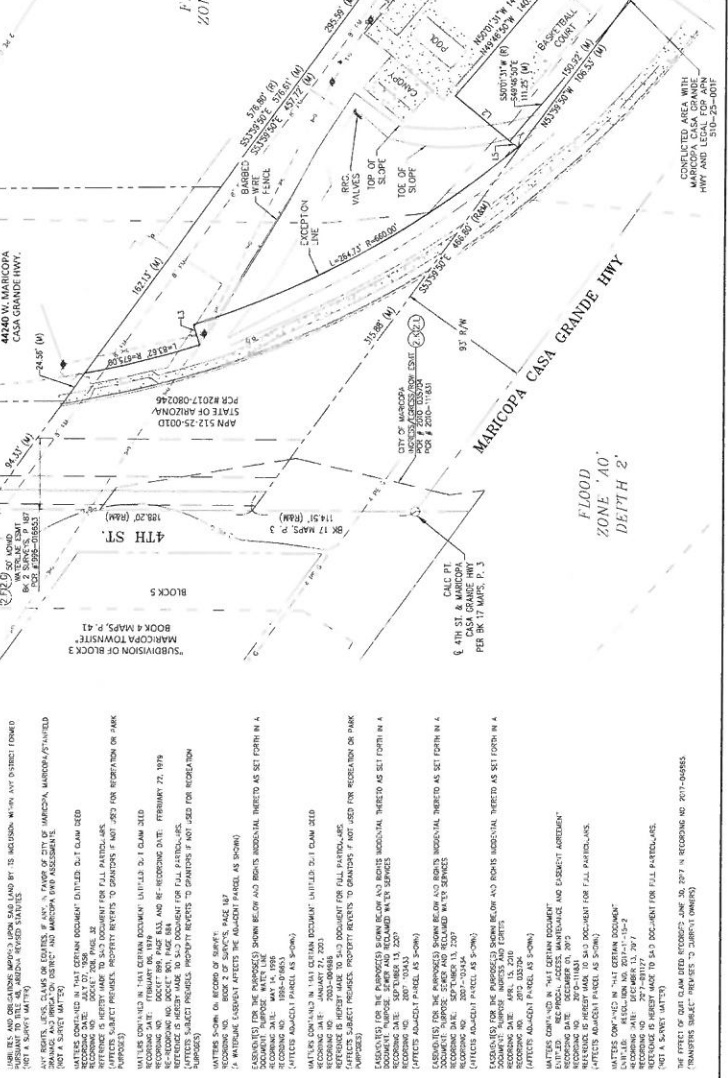
APN 512-38-8771
 STATE OF ARIZONA
 PCR #2017-085621

APN 510-25-001F
 PINAL COUNTY
 EXCEPTION

SUBJECT PROPERTY
 JOHN E & MARY LOU SMITH
 PCR #2017-083378

FLOOD ZONE 'A'
 FLOOD ZONE 'A0'
 FLOOD ZONE 'A1'

CONFLICTED AREA WITH
 MARICOPA CASA GRANDE HWY
 AND LEGAL CORNER
 510-25-001F



END ADOT BEHN
 HW COR. SEC. 27
 15.00 P.E.

END ADOT BCL
 N. 1/4 COR. SEC. 27
 15.00 P.E.

END ALUM CAP
 HANSEN ENG.
 PLUS 3/16" DIA.
 0.417' DIA.

END ALUM CAP
 HANSEN ENG.
 PLUS 3/16" DIA.
 0.417' DIA.

APN 510-25-001F
 PINAL COUNTY
 EXCEPTION

APN 510-25-001G
 PINAL COUNTY
 EXCEPTION

APN 510-25-001H
 PINAL COUNTY
 EXCEPTION

APN 510-25-001I
 PINAL COUNTY
 EXCEPTION

APN 510-25-001J
 PINAL COUNTY
 EXCEPTION

APN 510-25-001K
 PINAL COUNTY
 EXCEPTION

APN 510-25-001L
 PINAL COUNTY
 EXCEPTION

APN 510-25-001M
 PINAL COUNTY
 EXCEPTION

APN 510-25-001N
 PINAL COUNTY
 EXCEPTION

APN 510-25-001O
 PINAL COUNTY
 EXCEPTION

APN 510-25-001P
 PINAL COUNTY
 EXCEPTION

APN 510-25-001Q
 PINAL COUNTY
 EXCEPTION

APN 510-25-001R
 PINAL COUNTY
 EXCEPTION

APN 510-25-001S
 PINAL COUNTY
 EXCEPTION

APN 510-25-001T
 PINAL COUNTY
 EXCEPTION

APN 510-25-001U
 PINAL COUNTY
 EXCEPTION

APN 510-25-001V
 PINAL COUNTY
 EXCEPTION

APN 510-25-001W
 PINAL COUNTY
 EXCEPTION

APN 510-25-001X
 PINAL COUNTY
 EXCEPTION

APN 510-25-001Y
 PINAL COUNTY
 EXCEPTION

APN 510-25-001Z
 PINAL COUNTY
 EXCEPTION

EXHIBIT "B"

SPECIAL WARRANTY DEED

When recorded return to:

SPECIAL WARRANTY DEED

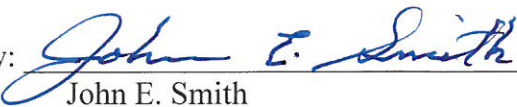
For consideration of Ten and 00/100 Dollars, and other valuable consideration, John E. Smith and Mary Lou Smith, husband and wife (“Grantor”), does hereby convey to the CITY OF MARICOPA, an Arizona Municipal corporation (“Grantee”), the real property situated in Pinal County, Arizona (the “Property”) as described in Exhibit A, which is attached hereto and incorporated herein by reference.

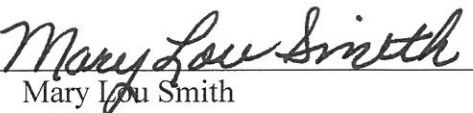
SUBJECT TO: current taxes; assessments; patent reservations; and all covenants, conditions, restrictions, reservations, easements, encumbrances, liens, and declaration or other matters of record.

This conveyance as between Grantor and Grantee shall be without warranties, except against the acts of Grantor, provided, however, Grantee shall have any and all rights and remedies and warranties acquired by Grantor in Grantor’s Deed from its predecessor in title and said rights and remedies and warranties without limitation are hereby assigned, transferred and conveyed to the Grantee, subject to the matters above set forth and all matters of record.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this ____ day of November, 2018.

GRANTOR

By: 
John E. Smith

By: 
Mary Lou Smith

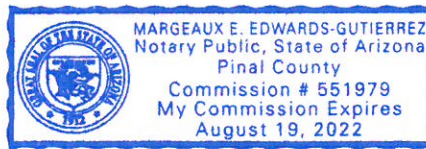
STATE OF ARIZONA)
) ss
County of Pinal)

The forgoing instrument was acknowledged before me this 28 day of November, 2018, by John E. Smith.

Margeaux E. Edwards-Gutierrez
Notary Public

My Commission Expires:

August 19, 2022



STATE OF ARIZONA)
) ss
County of Pinal)

The forgoing instrument was acknowledged before me this 28 day of November, 2018, by Mary Lou Smith.

Margeaux E. Edwards-Gutierrez
Notary Public

My Commission Expires:

August 19, 2022

