

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024, by and between the City of Maricopa, a municipal corporation (the “CITY”) and Estrella Gin Business Park, LLC, an Arizona limited liability company (“Owner”).

WHEREAS, by Resolution No. 24-03 the CITY will vacate and abandon without compensation a portion of North Roosevelt Avenue and the public utility easement, generally located south of W. Edison Road and north of W. Garvey Avenue, 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, for as long as Owner is the owner of the Abandoned Property, and all successor owners of the Abandoned Property, hereby assumes the cost of maintaining the Abandoned Property in accordance with any and all applicable City, County, or State laws rules and regulations governing the maintenance of the Abandoned Property.

3. Use of Property. The Owner, for as long as Owner is the owner of the Abandoned Property, and all successor owners of the Abandoned Property, 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, County, or State laws, rules and regulations including, but not limited to, the City’s Zoning Code and Subdivision Ordinance.

4. Indemnification. The Owner, for as long as Owner is the owner of the Abandoned Property, and all future owners of the Abandoned Property, 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 including, but not limited to, all future owners of all or any portion of the Abandoned Property.

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

Estrella Gin Business Park, LLC
an Arizona limited liability company

By: _____
Joe L. Cook, Manager

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, 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 Pinal)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Joe L. Cook, the Manager of Estrella Gin Business Park, LLC, an Arizona limited liability company.

Notary Public

My commission expires:

EXHIBIT A