

**Record and return to:**

Maricopa City Clerk  
39700 West Civic Center Plaza  
Maricopa, Arizona 85138

**CONSENT AGREEMENT FOR  
TRANSFER OF COUNTY RIGHT-OF-WAY**

**THIS CONSENT AGREEMENT FOR TRANSFER OF COUNTY RIGHT-OF-WAY** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between PINAL COUNTY, a political subdivision of the State of Arizona (the “County”) and the CITY OF MARICOPA, an Arizona municipal corporation (the “City”). The County and the City are sometimes hereinafter referred to as the “Parties”.

**RECITALS**

**WHEREAS**, the County is the owner of a certain right-of-way depicted on the attached **Exhibit A** (the “Right-of-Way”); and

**WHEREAS**, the Parties desire that the Right-of-Way be transferred from the County to the City; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes § 9-471(N).

**AGREEMENT**

**NOW THEREFORE**, in consideration of these premises and of the mutual covenants and agreements hereinafter contained, the Parties hereto agree and grant their consent as follows:

1. **TRANSFER**: Any and all right, title and interest, if any, the County has in the Right-of-Way is hereby transferred to the City. Such transfer shall be at no cost to either Party.
2. **RIGHT-OF-WAY OBLIGATIONS**: Upon the execution of this Agreement by both Parties, the County shall have no further obligations in connection with the Right-of-Way, which obligations shall be the sole responsibility of the City.
3. **CONFLICT OF INTEREST**: The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

4. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties thereto with respect to the subject matter of this Agreement, and supersedes all prior contemporaneous agreements and understandings, expressed or implied, oral or written, except as contained herein.

5. CONTROLLING LAW AND VENUE: This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Arizona.

6. BINDING NATURE OF AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. NO THIRD PARTY BENEFICIARIES: This Agreement shall inure solely to the benefit of the City and County, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement as of the day and year set forth below.

PINAL COUNTY, a political subdivision of the  
State of Arizona

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk of the Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

CITY OF MARICOPA, an Arizona municipal corporation

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**EXHIBIT A  
TO  
CONSENT AGREEMENT FOR  
TRANSFER OF COUNTY RIGHT-OF-WAY**

**[Depiction of Right-of-Way]**

**See following page.**