

RESOLUTION NO. 23-62

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, VACATING AND ABANDONING, WITHOUT COMPENSATION, THE 33' ROAD EASEMENT LOCATED ON THE WEST AND NORTH BOUNDARY OF APN 510-15-0060 ON THE NORTH HALF OF SECTION 17, TOWNSHIP 4S, RANGE 3E WITHIN THE CITY OF MARICOPA INCORPORATED LIMITS.

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, the 33' road easement located on the West and North boundary of APN 510-15-0060 on the North Half of Section 17, Township 4S, Range 3E, 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, Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("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 33' road easement located on the West and North boundary of APN 510-15-0060 on the North Half of Section 17, Township 4S, Range 3E, generally located at the northwest corner of State Route 238 and Green Road, 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 the 33' road easement located on the West and North boundary of APN 510-15-0060 on the North Half of Section 17, Township 4S, Range 3E, generally located at the northwest corner of State Route 238 and Green Road 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 the 33' road easement located on the West and North boundary of APN 510-15-0060 on the North Half of Section 17, Township 4S, Range 3E, generally located at the northwest corner of State Route 238 and Green Road, 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 the 33' road easement located on the West and North boundary of APN 510-15-0060 on the North Half of Section 17, Township 4S, Range 3E, generally located at the northwest corner of State Route 238 and Green Road, 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 7th day of November, 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



ONE COMPANY.
INFINITE SOLUTIONS.

**LEGAL DESCRIPTION
33' ROADWAY EASEMENT ABANDONMENT
PINAL COUNTY, ARIZONA**

LOCATED WITHIN A PORTION OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

THE FOLLOWING DESCRIBE AREA TO BE ABANDONED AS FOLLOWS:

THE NORTH 33' FEET OF THE NORTH HALF OF SAID SECTION 17, T4S, R 3E;

AND

THE WEST 33' FEET OF THE NORTHWEST QUARTER OF SAID SECTION 17, T4S, R3E,

**PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 20002091
DATE MARCH 29TH, 2023**



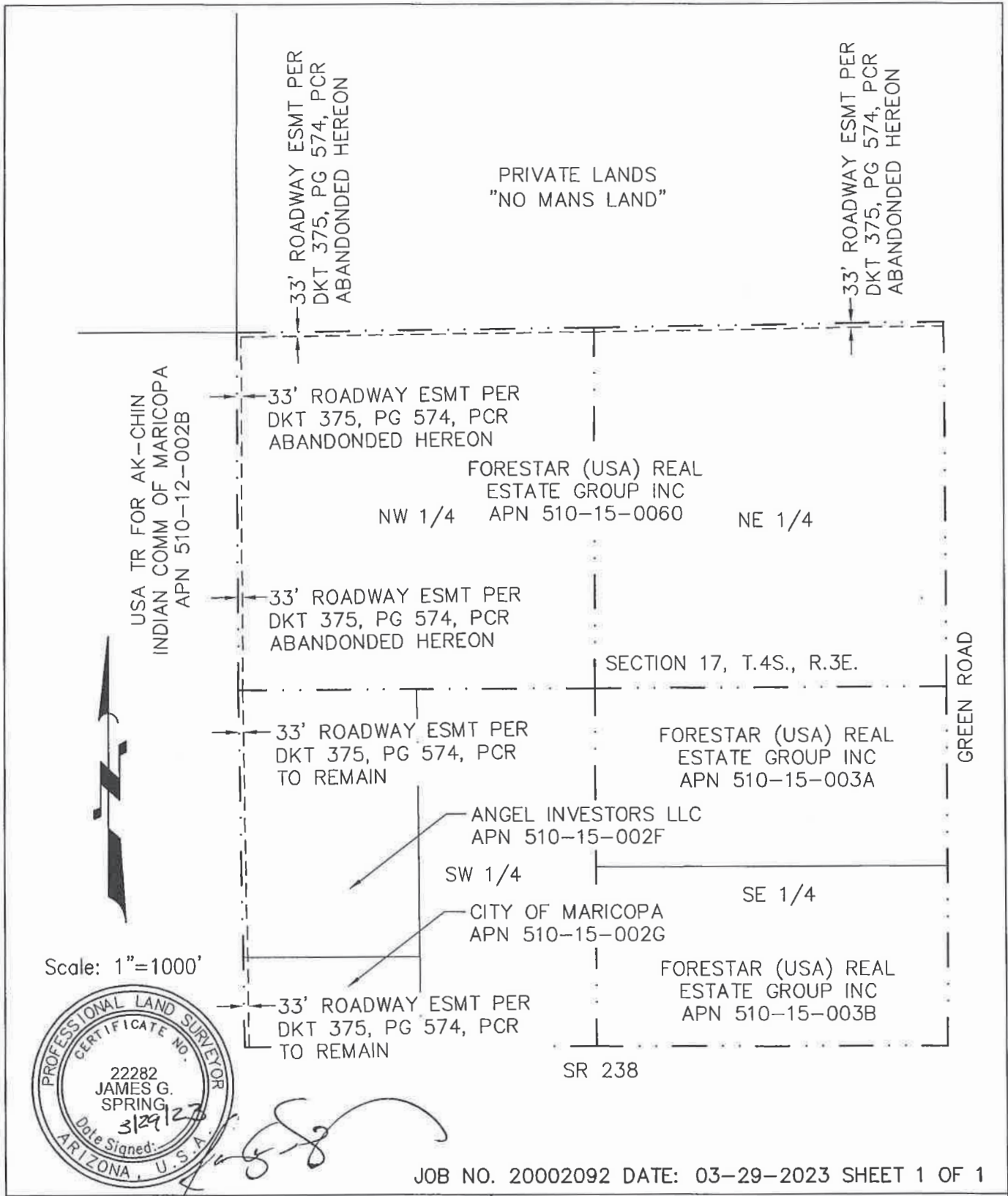
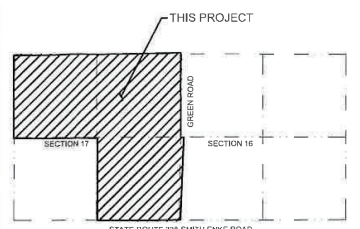
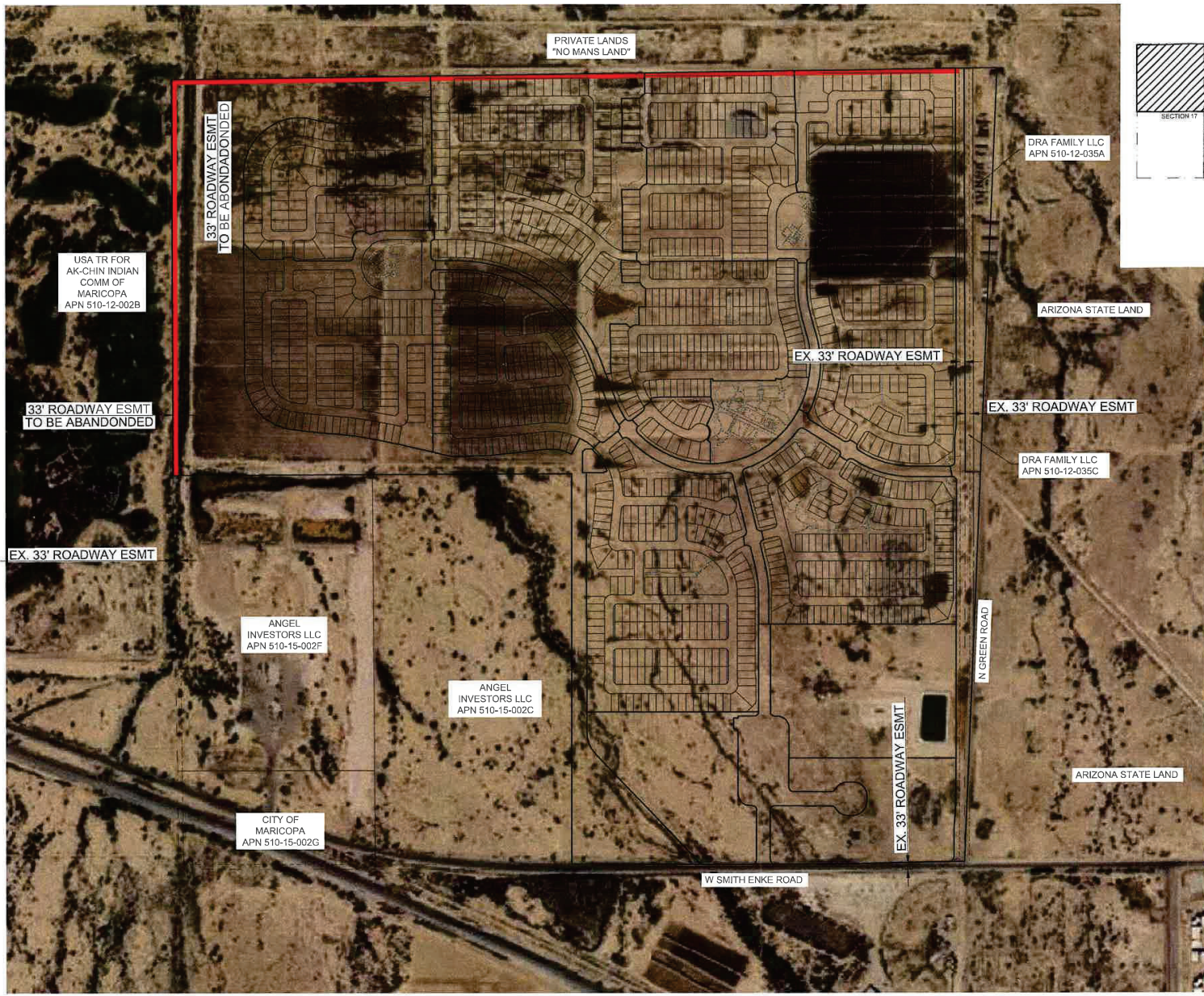


EXHIBIT "A"
33' ROADWAY EASEMENT ABANDONMENT
FORESTAR (USA)
REAL ESTATE GROUP INC
APN 210-15-0060
CITY OF MARICOPA, ARIZONA

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VICINITY MAP
SECTIONS 16 & 17, T.4S., R.9E.,
N.T.S.

THE LOCATION OF THE PROJECT IS SHOWN IN THE VICINITY MAP. THE LOCATION OF THE PROJECT IS SHOWN IN THE VICINITY MAP. THE LOCATION OF THE PROJECT IS SHOWN IN THE VICINITY MAP.

ATWELL
866.850.0000 www.atwell-group.com
4000 W. GREEN ROAD, SUITE 100
PHOENIX, AZ 85041

PROJECT: MOONLIGHT ROADWAY EXHIBIT
MOONLIGHT
CITY OF MARICOPA, ARIZONA

811
Know what's below.
Call before you dig.

REVISIONS:

PM. S. STAMAN
DR. J. TERRAZAS
JOB NO. 20002092
FILE NO.

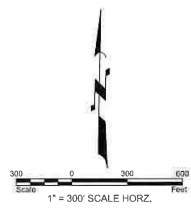


EXHIBIT B
Agreement

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between the City of Maricopa, a municipal corporation (the “CITY”) and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (“Owner”).

WHEREAS, by Resolution No. 23-62 the CITY will vacate and abandon without compensation the 33’ road easement located on the West and North boundary of APN 510-15-0060 on the North Half of Section 17, Township 4S, Range 3E, generally located at the northwest corner of State Route 238 and Green Road, 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, Mayor

Attest:

Approved as to form:

By: _____
Vanessa Bueras, MMC
City Clerk

By: _____
Denis M. Fitzgibbons
City Attorney

Forestar (USA) Real Estate Group, Inc.,
a Delaware corporation

By: _____
Its: _____

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:

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, the _____ of Forestar (USA) Real Estate Group, Inc., a Delaware corporation.

Notary Public

My commission expires:

EXHIBIT A



ONE COMPANY.
INFINITE SOLUTIONS.

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PINAL COUNTY, ARIZONA**

LOCATED WITHIN A PORTION OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

THE FOLLOWING DESCRIBE AREA TO BE ABANDONED AS FOLLOWS:

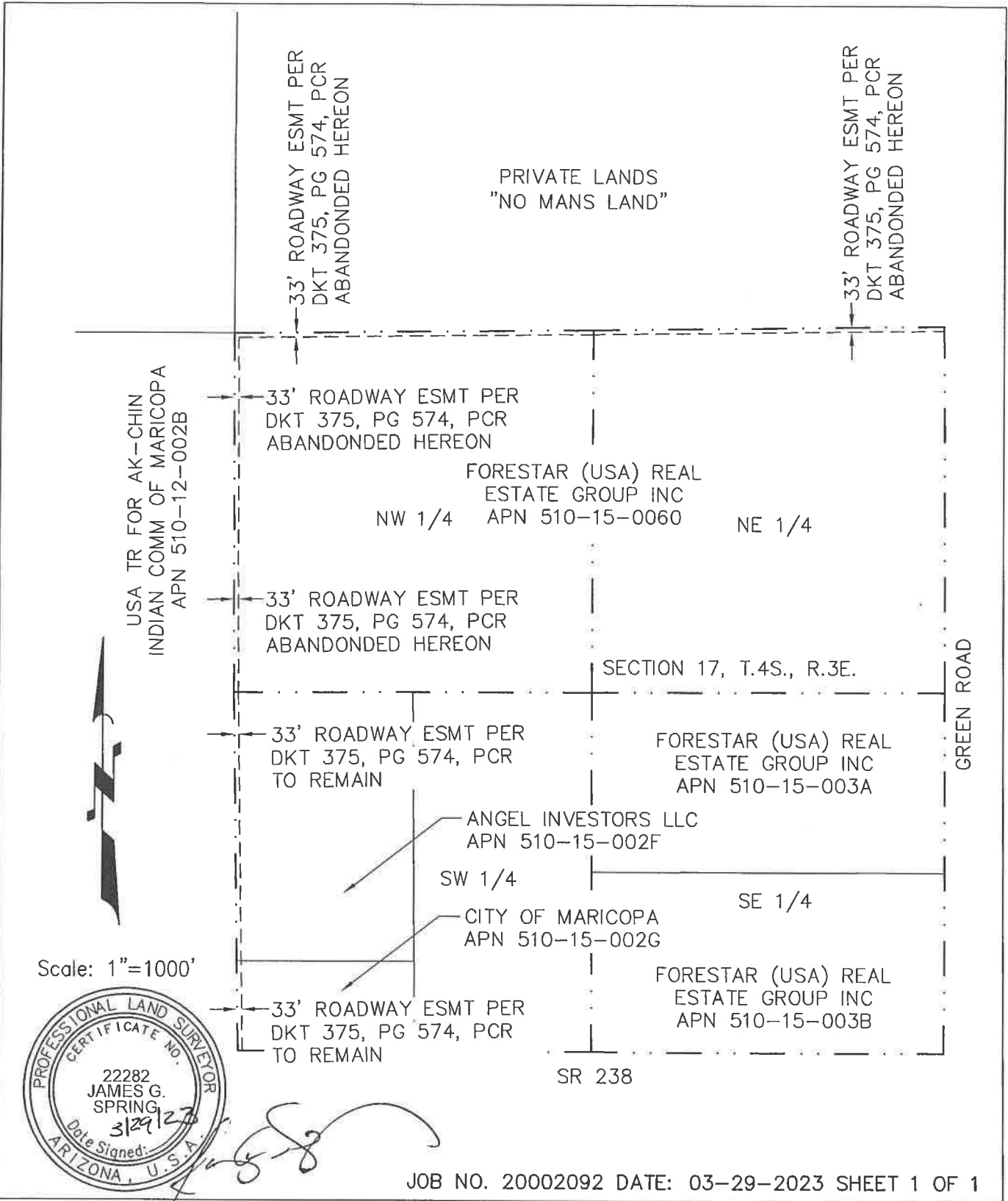
THE NORTH 33' FEET OF THE NORTH HALF OF SAID SECTION 17, T4S, R 3E;

AND

THE WEST 33' FEET OF THE NORTHWEST QUARTER OF SAID SECTION 17, T4S, R3E,

**PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 20002091
DATE MARCH 29TH, 2023**





USA TR FOR AK-CHIN
INDIAN COMM OF MARICOPA
APN 510-12-002B



Scale: 1"=1000'



[Handwritten signature]

JOB NO. 20002092 DATE: 03-29-2023 SHEET 1 OF 1



EXHIBIT "A"
33' ROADWAY EASEMENT ABANDONMENT
FORESTAR (USA)
REAL ESTATE GROUP INC
APN 210-15-0060
CITY OF MARICOPA, ARIZONA