## **DEDICATION AGREEMENT**

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

## <u>RECITALS</u>

- 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. <u>Dedication</u>. 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. <u>Status of Property</u>. 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. <u>Costs.</u> 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. <u>Indemnification</u>. 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. <u>City's Representations, Warranties and Additional Covenants</u>. 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

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19. <u>Subsequent Acts</u>. 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.

	<u>OWNER</u> :
	By: John E. Smith  By: Mary Low Smith  Mary Low Smith
	<u>City</u> :
	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. <u>Notices</u>. 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. <u>Severability</u>. 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

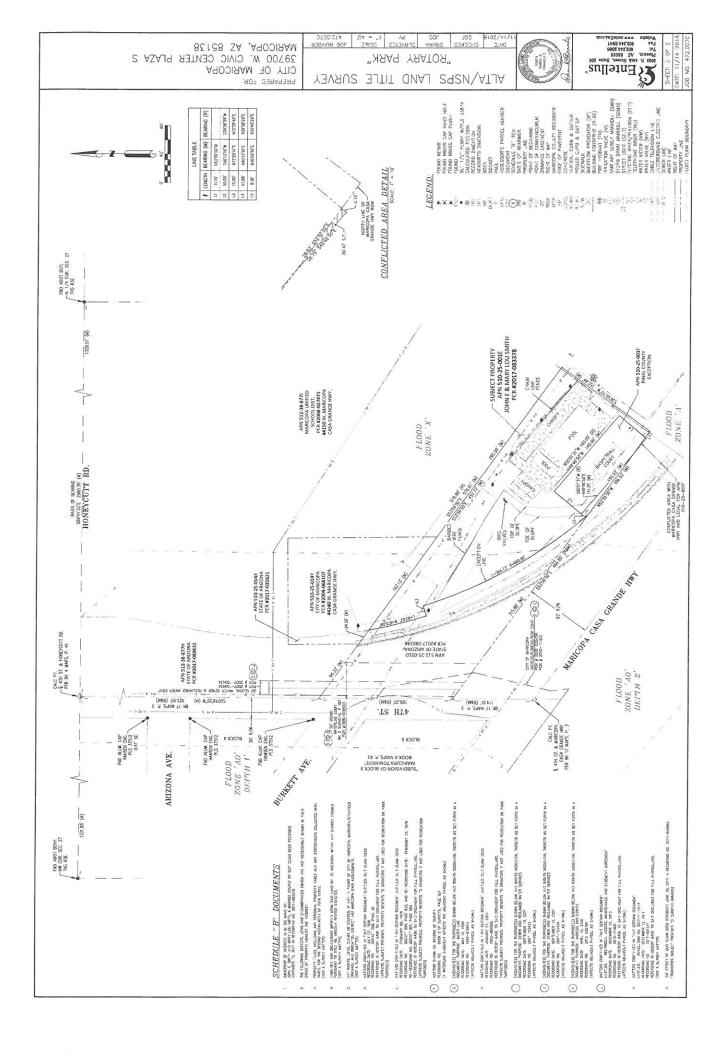
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extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

- 11. <u>Waiver</u>. 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. <u>Entire Agreement</u>. 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. <u>Amendments</u>. This Agreement may be amended only by written document signed by each of the parties hereto.
- 14. <u>Further Performance</u>. 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. <u>Counterparts</u>. 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. <u>Binding Effect</u>. 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. <u>Headings and Construction</u>. 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)



LECAL DESCRIPTION

HE LAND REFERRED TO HEREIN BELOW IS STUDING IN THE COUNTY OF PINAL STATE OF ANTZONA, AND IS DESCRIBED AS FOLLOWS.

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THENCE SOUTH SO DECREES 0" MINUTES 31 SECONDS EAST 140,00 PEET, PHENCE NORTH 39 DEGREES 58 KINUTES 29 SECONDS EAST 50.0 FEFT; PHENCE HORTH SO DEGREES O' MINUTES 31 SECONDS WEST 140.00 FEET;

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SURVEYOR'S NOTES

RECORD DIMENSIONS SHOWN ON THIS SUPLIER ARE BASED ON COCUMENTS PROVIDED IN THE TITLE REPORT UMLESS CITHERWISE NOTED.

DINNER INFORMATION, DOCUMENT NAMBERS, AND ASSESSOR PARCEL NUMBERS (APN) IF SHOWN ARE ACCURATE AS OF THE DATE OF THIS SURVEY.

ALL UTILITY INFORMATION RECEIVED AT THE TIME OF SURVEY HAVE BEEN SHOWN ON THE PRAMING. MAPS TERE HOT RECEIVED FROM CENTURINA AND KINDER MORGAN PRIOR TO THE SURVEY BENG ISSUED.

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CITY OF MARICOPA 39700 W. CIVIC CENTER PLAZA S MARICOPA, AZ 85138 PREPARED FOR:

### PARK" YAATOA"

ALTA/NSPS LAND TITLE SURVEY

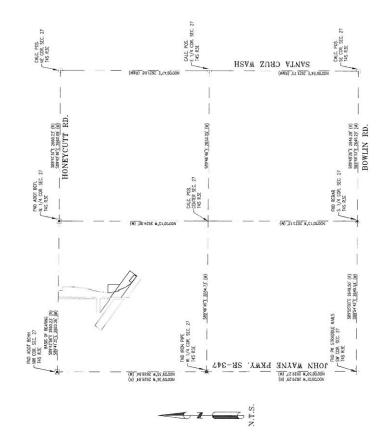
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ALTA/NSPS LAND TITLE SURVEY
"ROTARY PARK"
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27, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN,
PINAL COUNTY, ARIZONA



# SECTIONAL BREAKDOWN

RECORD DWENSONS AND CALCUATED POINT POSITIONS ON THE SECTION BREAKDOWN DRAWNC ARE BASED ON THE PINA COUNTY SECTION CORNER DATABASE. NOTE:

CONTROL STATEMENT

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SMITH ENKE RD. VICINITY MAP SITE

PROPERTY ADDRESS

0.99 ACRES LAND AREA OWNER

TH AND WARY LOJ SMITH ARRICOPA, AZ 85139

MARKER FROMES, SER N. NOZ. Y. K. ROUGO OFFERE, LEGERGEN-NAMERIEN ARTHY (TRA), TOO MENBART BAT, USAS (TRB) IMMERIE SOCIOTIST DATE, BAT, S. 23.4, 2.6.7 E. DERGES AS ARTES OF THE LZ; MARIAL GAMES (TOO), RATS OF TRANSIL CHART TOOM WITA MERGE TRIPS ARTS BROWN TOO WER TO BANKER, DASS LESS THAN 15 SUPPLY MEL AND MARKER PROTECTIO BY LACKES TOOM HET JA AMOUNT GHART CADD. FLOOD ZONE DESIGNATION

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SURVEYOR'S CERTIFICATE

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11/14/2018

DAMEL C. FRANCE INC. RES. REGISTRAT ON. NO. 3387-a. EAFLELUS, NC. 2295 N. 44TH 5T, SLITE 125 PHONE. G. 2-244-2556 E. MALL. GLOGSHECKBRICHLE.COM.

# 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 Low Smith

Mary Iou Smith

STATE OF ARIZONA	) ) ss	
County of Pinal	) 55	
The forgoing instrum 2018, by John E. Smith.	nent was ackno	owledged before me this <u>28</u> day of November,  Managaux E. Edwards Guttiney  Notary Public
My Commission Expires:		MARGEAUX E. EDWARDS-GUTIERREZ Notary Public, State of Arizona Pinal County
August 19,2022	<u> </u>	Commission # 551979 My Commission Expires August 19, 2022
STATE OF ARIZONA County of Pinal	) ) ss )	
The forgoing instrum 2018, by Mary Lou Smith.	nent was ackno	owledged before me this <u>28</u> day of November,  Monggany E. Elward Gutioney  Notary Public

MARGEAUX E. EDWARDS-GUTIERREZ Notary Public, State of Arizona Pinal County Commission # 551979 My Commission Expires August 19, 2022

My Commission Expires:

August 19, 2022

