

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this ____ day of August, 2024, by and between the City of Douglas, a municipal corporation (the “CITY”) and Encarnacion Baez and Nadia Denise Baez, husband and wife (“Owner”), collectively referred to as the parties.

WHEREAS, by Ordinance No. 24-1194 the CITY will vacate and abandon without compensation a portion of Van Buren Avenue beginning at the Northeast corner of Lot 26, Block 30 of Foothills Addition, legally described 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 or State 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, 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 Cochise 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 DOUGLAS,
a municipal corporation

By: _____
Donald Huish, Mayor

Attest:

Approved as to form:

By: _____
Alma Andrade,
City Clerk

By: _____
Denis M. Fitzgibbons
City Attorney

OWNER

Encarnacion Baez
Husband and Wife

Nadia Denise Baez

STATE OF ARIZONA)
) ss.
County of Cochise)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Donald Huish, the Mayor of THE CITY OF DOUGLAS, a municipal corporation of the State of Arizona, on behalf thereof.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Cochise)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Encarnacion Baez and Nadia Denise Baez.

Notary Public

My commission expires:

EXHIBIT A

A PORTION of Van Buren Avenue of the Foothills Addition to the City of Douglas Townsite as filed in Book 03 of Maps and Plats, page 96, records of Cochise County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 26, Block 30 of said Foothills Addition:

Thence East, a distance of 2.50 feet;

Thence South, a distance of 207 feet;

Thence West, a distance of 2.50 feet;

Thence North, a distance of 207 feet to the point of beginning.

THE ABOVE described parcel contains 517.50 sq feet, more or less.