

## SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (hereinafter “Settlement Agreement”) is entered into by and between the City of Casa Grande (“City”) and Pinal County, Arizona (“Pinal County”). City and Pinal County are collectively referred to herein as “the Parties”.

### **RECITALS:**

WHEREAS, a dispute has arisen between the Parties regarding Pinal County’s sale of tax liens on real property claimed by the City, parcel number 515-28-004J (“the Property”);

WHEREAS, the City has raised a claim against Pinal County on the grounds that the tax liens on the Property were wrongfully sold exposing the City to claims of adverse ownership of the Property; and,

WHEREAS, the Parties now wish to resolve all claims related to the Property (“City Claims”);

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties voluntarily and knowingly agree as follows:

- 1. Consideration.** The Parties hereby acknowledge and agree that those covenants as set forth herein constitute adequate consideration by and among all parties hereto for entrance into this Settlement Agreement. In addition to that consideration implied herein, the Parties specifically agree as additional consideration:

The Parties agree that upon the full execution of this Settlement Agreement – and in consideration of the full and final resolution of the City Claims contemplated in this Settlement Agreement – Pinal County shall pay the City Nineteen Thousand Dollars (\$19,000.00).

- 2. Release.** The City hereby and forever discharges Pinal County, and each of its predecessors, successors, assigns, heirs, agents, directors, officers, employees, representatives, contractors, lawyers, and all persons acting by, through, under, or in concert with them, or any of them, from any and all action or actions, cause or causes of action, appeals, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, recovery, demands, damages, losses, costs or expenses of any nature whatsoever, whether known or unknown, fixed or contingent, which are related in any way to the City’s Claims.

- 3. Denial of Liability.** No provision of this Settlement Agreement shall be construed as an admission by any party of improper conduct, omission, or liability.

- 4. Complete Agreement.** This Settlement Agreement sets forth the entire agreement among the parties hereto.

- 5. Choice of Law and Venue.** The terms and provisions of this Settlement Agreement, and any dispute arising hereunder, shall be governed by the laws of the State of Arizona. Venue for any proceeding to enforce the terms of this Settlement Agreement shall be the Pinal County Superior Court in Arizona.

**6. Severability.** Should any part, term, or provision of this Settlement Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

**7. Free and Voluntary.** The Parties acknowledge that they have read and fully understand the terms of this Settlement Agreement and that they have entered into this settlement freely and voluntarily.

**8. Execution.** This Settlement Agreement may be executed in counterparts, which together shall constitute one and the same instrument. Facsimile or scanned and emailed signatures shall be as binding as originals.

**9. Effective Date.** This Settlement Agreement is effective as of the date of the last party's signature herein.

**10. Successors.** This Settlement Agreement shall bind and inure to the benefit of the Parties' successors, grantees, and assigns.

**11. Representations.** The Parties represent and warrant that they are duly authorized to execute this Settlement Agreement, that no other signatures, acts, or authorizations are necessary and that the Parties named are the necessary and proper Parties.

[Signatures on Following Page]

///

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Settlement Agreement.

**PINAL COUNTY**, a political subdivision of the State of Arizona:

**CITY OF CASA GRANDE:**

\_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
City Manager, City of Casa Grande

Dated this \_\_\_\_\_ day of March, 2024.

Dated this \_\_\_\_\_ day of March, 2024.

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
City Clerk, City of Casa Grande

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

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