

AGREEMENT AND RELEASE
EMERGENCY ACCESS EASEMENT

As an inducement to the City of Flagstaff to approve Resolution No. 2015-05 regarding the release and reconveyance of an emergency access easement, the undersigned FLAGSTAFF MOTOR COMPANY ("Owner") hereby makes certain agreements, representations, and warranties (collectively, the "Assurances") in favor of the City as follows:

1. Owner agrees that:
 - 1.1 Owner shall proceed entirely at Owner's own risk as to any damages, loss, difficulties, injury or other harm of any nature that Owner or any third party may now or hereafter suffer due to the release of the Easement described in Resolution No. 2015-05. Owner releases the City from any and all legal or other responsibility for any such harm.
 - 1.2 All of the Assurances run with the land in favor of the City of Flagstaff upon the property described in the Easement.
 - 1.3 The City of Flagstaff would not have approved the Resolution without the Assurances.
2. Owner makes the Assurances on behalf of Owner and Owner's heirs, successors and assigns, and the Assurances are binding upon all of them.
3. Owner warrants and represents that:
 - 3.1 Owner is the owner of the fee title to the land across which the easement passes.

DATED this _____ day of _____, 2015.

Owner, FLAGSTAFF MOTOR COMPANY

By: Scott Driscoll
Its: President

State of _____)
County of _____)ss

This instrument was acknowledged before me this ____ day of _____, 2015, by _____.

NOTARY PUBLIC SIGNATURE
My commission expires _____