

**AGREEMENT FOR DEMOLITION AND REMOVAL;
TEMPORARY RIGHT OF ENTRY AUTHORIZATION; AND
LIMITED POWER OF ATTORNEY**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and _____ ("Owner").

WHEREAS, the City received Federal Community Development Block Grant ("CDBG") funds under the U.S. Department of Housing and Urban Development to help facilitate the elimination of blighted conditions within the City; and

WHEREAS, Owner is the fee owner of that property located at _____, Maricopa, Arizona, as more particular described in the legal description attached hereto as Exhibit A (the "Subject Property"); and

WHEREAS, the Subject Property qualifies for demolition and removal with the use of CDBG funds primarily due to the dilapidated nature of the structures located thereon; and

WHEREAS, Owner wishes to have the structures on the Subject Property demolished and removed in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual provisions and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, Owner and the City do hereby covenant and agree as follows:

1. General.

1.1 Blighted Condition of the Subject Property. The City and Owner hereby stipulate and agree that the Subject Property is currently in a blighted condition.

1.2 Benefits of Demolition. Owner hereby acknowledges that it will benefit from the demolition and removal of the dilapidated structures currently located on the Subject Property in accordance with this Agreement.

1.3 Right of Entry and Scope of Work. Owner does hereby grant to the City, its authorized agents, contractors and subcontractors, the right to enter the Subject Property for the purpose of abating, demolishing and removing the structures located on the Subject Property in accordance with this Agreement without further notice to Owner. The permission granted herein is subject to the following:

1.3.1 The right of entry granted herein shall be irrevocable for and during the period that it is in effect.

1.3.2 The right of entry granted herein shall be in effect and shall not

terminate for the period commencing on the date the City executes this Agreement and ending when the City completes the demolition and removal of the structures in accordance with this Agreement or within 270 days from the Effective Date, whichever is sooner.

1.3.3 The right of entry granted herein is solely for the purpose of conducting the demolition, abatement and removal activities.

1.4 Limited Power of Attorney. Owner hereby grants to the City, and its authorized agents, contractors and subcontractors a limited power of attorney solely for the following:

1.4.1 To sign all waste manifests or similar documentation on behalf of Owner relating to the disposal of material to be removed from the Subject Property; and

1.4.2 To notify utility providers servicing the Subject Property of the demolition activities to be commenced and to arrange, on behalf of Owner, the discontinuation of such services and the disconnection and removal of utility lines located on the Subject Property.

1.5 Owner Certifications and Representations. Owner certifies, warrants and represents that:

1.5.1 Owner has removed all personal property or fixtures located on the Subject Property that it wishes to keep and stipulates and agrees that all property not so removed will be disposed of pursuant to the demolition and removal activities contemplated under this Agreement.

1.5.2 Owner has not transferred or conveyed to any third party, or caused to be liened through a Uniform Commercial Code filing or otherwise, as an item of personal property separate from the Subject Property, any equipment, fixtures or property located or affixed to the structures to be demolished and removed pursuant to this Agreement.

1.5.3 Owner has not leased the Subject Property to any person or otherwise granted any person a right to access, occupy or use the Subject Property or any structures thereon.

1.5.4 Owner has reviewed the limited search report on the Subject Property attached hereto as Exhibit B and avows that it has not in any way encumbered the Subject Property except as set forth in Exhibit B. As a condition precedent to any City obligation under this Agreement, Owner shall provide to the City a consent agreement from any lienholder on the Subject Property, in a form acceptable to the City, wherein the lienholder consents to the terms and conditions of this Agreement and waives any claim that the demolition, abatement and removal of structures located on the Subject Property in accordance with this agreement jeopardizes the value of the Subject Property used as security for the lien held by the lienholder.

1.7 Indemnification. To the fullest extent permitted by law, Owner, and Owner's successors, assigns and guarantors, shall defend, indemnify and hold harmless the City and any of its elected or appointed officials, officers, directors, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or

1.6.4 The City is not assuming any financial responsibility to pay for any environmental remediation of the Subject Property that may be discovered during the demolition and removal activities contemplated under this Agreement.

1.6.3 The City is not assuming any responsibility or obligation to identify any defects to the Subject property or the structures located thereon, or to provide notice of any such defects, even during the period that the right of entry granted pursuant to Section 1.3 of this Agreement is in effect.

1.6.2 The City is not assuming any responsibility or obligation to maintain or repair any structures on the Subject Property, even during the period that the right of entry granted pursuant to Section 1.3 of this Agreement is in effect.

1.6.1 The City is not assuming any responsibility or obligation to secure or prevent access to the structures on the Subject Property, even during the period that the right of entry granted pursuant to Section 1.3 of this Agreement is in effect.

1.6 Limited Role. The City's sole function under this Agreement is to facilitate and fund the demolition of the structures located on the Subject Property. As such, it is expressly understood that:

1.5.7 Owner is not aware of any defect or issue that might materially impede efforts to demolish and remove the structures located on the Subject Property, including the existence of any underground structures or equipment, except as set forth herein:

1.5.6 Owner is not aware of any hazardous materials or substances that are, or have been in the past, located, stored, spilled or placed on the Subject property, and will not place any such substances in or on Subject Property during the period that the right of entry granted pursuant to Section 1.3 of this Agreement is in effect.

1.5.5 Owner will not make any transfer or conveyance of the Subject Property, encumber the Subject Property or grant any right to access, occupy or use such property during the period that the right of entry granted pursuant to Section 1.3 of this Agreement is in effect.

incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Owner, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Owner's and/or subcontractor's employees.

To the fullest extent permitted by law, IT IS THE INTENTION OF THE PARTIES to this Agreement that the City, its Mayor and Council, appointed boards and commission, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except when their negligence is found to be the sole cause of the injury to persons or damages to property. Owner expressly waives any right to pursue the City for any damages to the Subject Property as a result of work performed under this Agreement and acknowledges that Owner is expressly limited to pursuing any claim Owner may have over any work performed by a contractor to demolish and abate the structures located on the Subject Property pursuant to this Agreement directly against the contractor not the City.

2. Cost of Demolition.

2.1 City's Share of Costs. The City shall be responsible for full costs of demolishing the structures on the Subject Property.

2.2 Environmental Contamination. Owner shall be responsible for all costs related to any environmental remediation or clean-up of the Subject Property that may be required due to contamination of the Subject Property discovered during the demolition and removal activities set forth in this Agreement. To the extent that hazardous or special waste is generated during the site grading activities contemplated under this Agreement, Owner authorizes the City, and its authorized agents, contractors and subcontractors, to dispose of the waste generated on its behalf pursuant to Section 1.4.1 hereof and agrees to pay City for all additional costs associated with such disposal.

3. Term, Early Termination and City Remedies.

3.1 Term. This Agreement shall be effective and commence upon execution by the City and shall terminate on the termination of the right of entry granted pursuant to Section 1.3 of this Agreement. The indemnification provisions set forth in Section 1.7 of this Agreement shall survive termination of this Agreement.

3.2 Cancellation for Conflict of Interest. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

3.3 Gratuities. The City may, by written notice, terminate this Agreement, in whole or in part, if the City determines that employment or a gratuity, commission, percentage, brokerage or contingent fee was offered or made by Owner or a representative of Owner to any

4.4 NOTICES. All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

4.3 Force Majeure. City and Owner shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

4.2 Governing Law and Venue. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

4.1 Arbitration. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Owner and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Owner shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Owner. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

4. General Provisions.

3.4 Non-exclusive Remedies. This rights and remedies of this City under this Agreement are not exclusive.

officer or employee of the City for the purpose of securing this Agreement, or favorable treatment concerning this Agreement.

4.11 Time of Essence. Time is hereby declared to be of the essence for the performance of all terms, covenants, conditions and obligations under this Agreement.

4.10 Headings. The headings used in this Agreement are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

4.9 Nonassignment. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part without the prior written consent of the other party.

4.8 Waiver of Terms and Conditions. The failure of City or Owner to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

4.7 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

4.6 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

4.5 Entire Agreement. This Agreement and any attachments represent the entire agreement between City and Owner and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

If to Owner:

DUGAR B. FIMMERTL
PO BOX 308
MARIKOPA AZ 85139

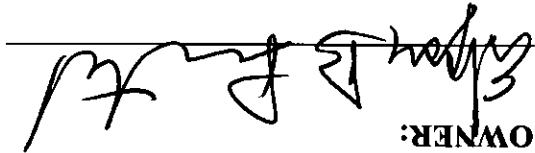
If to City:

City of Maricopa
City Manager
39700 W Civic Center Plaza
Maricopa, AZ 85138

4.12 Interpretations and Definitions. The parties agree that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

4.13 Time. Period of time, stated as a number of days, shall be calendar days unless otherwise designated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

OWNER:


CITY OF MARICOPA
An Arizona municipal corporation

Christian Price
Mayor

APPROVED AS TO FORM:

Denis M. Fitzgibbons,
City Attorney

Vanessa Bueras,
City Clerk

ATTEST:

EXHIBIT A
Property

EXHIBIT B
Search Report



ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.
IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Empire West Title Agency
4808 North 22nd Street, Ste #
100
Phoenix, AZ 85016
Phone: 602-749-7000

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842

By: *Mary O'Rourke*
President
Attest: *[Signature]*
Secretary

SCHEDULE A

Address Reference: 44536 West Burkett Street, Maricopa, AZ 85138

1.

Effective Date: December 28, 2016 at 07:30 am
Policy or Policies to be issued:

A.

ALTA Owners 2006 Standard Coverage

Proposed Insured: **TO COME**

3A.

The estate or interest in the land described in this Commitment and covered herein is Fee and title thereto is at the effective date hereof vested in:
Edgar B. Pimentel, a single man, as to Lots 17 and 18 and Miguel Diaz and Edgar Pimentel, as to the West 16 feet of Lot 19

3B.

Title to the estate herein described upon issuance of the Policy shall be vested in:
TO COME

4.

The land referred to in the Commitment is situate in the county of Pinal, State of Arizona and is described in the attached Exhibit "A".

Please direct all inquiries and correspondence to:
Empire West Title Agency
Escrow Officer: Stacey Cyr
Phone: 520-233-2244
Commitment

Empire West Title Agency, issuing agent for
Westcor Land Title Insurance Company
By: Philip D. Siepel
Title Department

EXHIBIT "A"

**Lots 17 and 18 and the West 16 feet of Lot 19, Block 2, SUBDIVISION OF BLOCK 3
MARIKOPA TOWNSITE, according to the plat of record in the office of the County Recorder of
Pinal County, Arizona, recorded in Book 4 of Maps, Page 41.**

**SCHEDULE B
SECTION ONE - REQUIREMENTS**

Conditions to be met and instruments in insurable form which must be executed, delivered, and duly filed for record:

1. Furnish the Company with Owners Affidavit executed by Edgar B. Pimentel and Miguel Diaz.
2. NOTE: The title examination performed by Empire West Title Agency did not disclose any open encumbrances. Please inquire with the parties to the transaction and their agents as to whether open encumbrances are known to exist, and advise the title department accordingly.
3. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
4. Furnish the marital status of Miguel Diaz on June 20, 2009, date of Deed to him recorded June 22, 2009 in Document No. 2009-62853 of Official Records and disposition of any matters disclosed thereby.
5. Furnish the marital status of Edgar Pimentel on June 20, 2009, date of Deed to him recorded June 22, 2009 in Document No. 2009-62853 of Official Records and disposition of any matters disclosed thereby.

6. Record Deed from Alicia Oswald, a single woman to Buck Stephenson, a single man. (The West 16 feet of Lot 19)

7. Record Deed from Clifford Gardner, husband of Gwen Gardner on February 17, 1997, to Miguel Diaz, a(n) _____ man and Edgar Pimentel, a(n) _____ man. (The West 16 feet of Lot 19)
8. Record Deed from Miguel Diaz, a(n) _____ man and Edgar Pimentel, a(n) _____ man to TO COME. (The West 16 feet of Lot 19)
9. Record Deed from Edgar B. Pimentel, a single man to TO COME. (Lots 17 and 18)

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: See attached tax sheets for the following Parcel Numbers: 510-26-023B and 510-26-023C

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded August 4, 2000 as Document No. 2000-32687.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

End of Schedule B Section I

**SCHEDULE B
SECTION TWO - EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value or record the estate or mortgage thereon covered by this Commitment.

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession of the land.

3. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.

4. Any encroachments, encumbrances, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

7. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

8. Any charge upon said land by reason of its inclusion in Maricopa Fire District, Electrical District No. 3, Maricopa Flood Control District, Maricopa Rural Road Improvement District, Maricopa Domestic Water Improvement District; Central Arizona Water Conservation District and Final County Flood Control District.

9. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 4 of Maps, Page 41, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Rights of tenant(s) in the land, if any, and rights of all parties claiming by, through or under said tenant(s).

End of Schedule B Section II

File No: 66943EW
Amendment No: 1

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The above exceptions will be eliminated from any ALTA Extended Coverage Policy, ALTA Plain Language Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan policy and any short form

versions thereof. However, the same or similar exceptions may be made in Schedule B of those policies in conformity with Schedule B, Section Two, of this Commitment.

STATEMENT OF INFORMATION

Please Print

EDGAR (First Name) BELTRAN (Middle Name) PIMENTEL (Last Name)

Married: _____ at _____ (Date) _____ (City and State) _____ (Maiden Name)

Spouse's First Name _____ Spouse's Middle Name _____ Spouse's Last Name _____

Social Security No : 526 57 7090

Present Home Address: 53050 W. 50TH RD, MARICOPA AZ 85139

Present Home Phone: 602-717-3889

Present Business Phone: _____

Date of Birth: 11/11/61

Place of Birth: MEXICALI BC MEXICO

If formerly married:

Name of former spouse: _____
 Deceased Divorced

Date: _____ Location: _____

I hereby represent that to the best of my knowledge the owners of the property located at _____ in Maricopa, Arizona are _____ I am _____ not aware of any other persons who have an interest in the above referenced property. I declare that the foregoing is true and correct to the best of my knowledge.

Edgar B. P. Al
Print Name: EDGAR B. PIMENTEL

