

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

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

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.

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

General.

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:

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

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

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

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").

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

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 purpose of terminating or within 270 days from the Effective Date, whichever is sooner.

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 disconnection 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 leased 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 abatement and removal of structures located on the Subject Property in accordance with this Agreement or within 270 days from the Effective Date, whichever is sooner.

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

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

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

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

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.
1.6.1 The City is not assuming any responsibility or obligation to secure

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

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

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

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

brokerage or contingent fee was offered or made by Owner or a representative of Owner to any whole or in part, if the City determines that employment or a gratuity, commission, percentage, or intemational actions, acts, errors, mistakes or omissions caused in whole or part by Owner, or permutations granted under it, or related to, arising from or out of, or resulting from any negligence or incurred by or asserted against the City by reason of this Agreement or the services performed or commissions granted under it, or related to, arising from or out of, or resulting from any negligence or 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 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 14.1 hereof and agrees to pay City for all waste generated during the site grading activities contemplated under this Agreement, Owner 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.

3.1 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, or intemational actions, acts, errors, mistakes or omissions caused in whole or part by Owner, or

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 except 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 party responsible for inability to render timely performance if such inability is a direct result of a failure 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 incurred: all litigation and appeal expenses, collection expenses, reasonable attorney 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.

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 Nonsignment. 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 shall not waive such term or condition.

- 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 empowere 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 the parties; provided, however, that any provision in this Agreement which purports to constitute the provisions as mutually complementary and supplementary.

*MAILED 12/8/13
TO: BOX 308
DEPT B TIME*

If to Owner:

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

If to City:

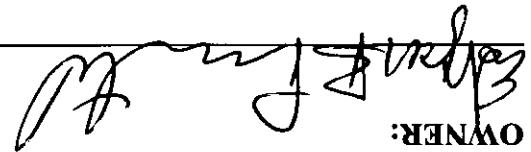
Vanessa Bueras,
City Clerk

Dennis M. Fitzgibbons,
City Attorney

ATTEST:
APPROVED AS TO FORM:

Christian Price
Mayor

An Arizona municipal corporation
CITY OF MARICOPA



OWNER:

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.

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

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.

Mark G. Dunn

Issued By:
Empire West Title Agency
WESTCOR LAND TITLE INSURANCE COMPANY
 4808 North 22nd Street, Ste #
 100
 Phoenix, AZ 85016
 Phone: 602-749-7000
 201 N. New York Avenue, Suite 200
 Winter Park, Florida 32789
 Telephone: (407) 629-5842

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.

The Company will provide a sample of the policy form upon request.

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.

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.

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 required by mortgagor or owner 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.

TITLE INSURANCE COMPANY
WESTCOR LAND
ISSUED BY

ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE
INSURANCE

WESTCOR
 LAND TITLE INSURANCE COMPANY

Empire West Title Agency, issuing agent for
Westcor Land Title Insurance Company
By: Diana Lawter
Title Department
Phone: 520-233-2244
Escrow Officer: Stacy Cyr
Empire West Title Agency
Please direct all inquiries and correspondence to:

4. The land referred to in the Commitment is situated in the County of Pinal, State of Arizona and is described in the attached Exhibit "A".
- 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:
Miguel Diaz, a _____ man, as to an undivided 1/6 interest and Edgar Pimentel, a _____ man, as to an undivided 1/6 interest and Manuel Sean, a _____ man, as to an undivided 1/6 interest, and Rilla Gomez, a married woman as her sole and separate property, as to an undivided 3/6 interest.
Title to the estate herein described upon issuance of the Policy shall be vested in:
- 3B. TO COME

Proposed Insured: TO COME

A. ALTA Owners 2006 Standard Coverage

1. Effective Date: December 20, 2016 at 7:30 am
Policy or Policies to be issued:

Address Reference: 44548 West Maricopa-Casa Grande Highway, Maricopa, AZ 85138

SCHEDULE A

Page 41.

Lots 7 and 8, Block 6, re-subdivision of Block 3, MARICOPA TOWNSITE, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded as Book 4 of Maps,

EXHIBIT "A"

NOTE: See attached tax sheets for the following Parcel Numbers: 510-26-050A.

1. 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.
2. Obtain verification satisfactory to Empire West Title Agency that the loan secured by a Deed of Trust recorded as instrument no. 2006-20419 is in fact fully satisfied, and that the release title subsequent to the date of said loan has not disclosed any financing transaction on the property which would have provided funds to retire the loan.
3. Furnish statement of identity from Miguel Diaz prior to closing.
4. Proper showing as to the marital status of Miguel Diaz on October 5, 1988 date of Quit Claim Deed recorded March 1, 1989 as Docket 1588, page 112 of Official Records and disposition of any matters disclosed hereby.
5. Proper showing as to the marital status of Edgar Pimentel on October 5, 1988 date of Quit Claim Deed recorded March 1, 1989 as Docket 1588, page 112 of Official Records and disposition of any matters disclosed hereby.
6. Proper showing as to the marital status of Manuel Sanez on October 5, 1988 date of Quit Claim Deed recorded March 1, 1989 as Docket 1588, page 112 of Official Records and disposition of any matters disclosed hereby.
7. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
8. Approval by all parties to this transaction of the description used herein.
9. Record Deed from Miguel Diaz, a man, as to an undivided 1/6 interest and Edgar Pimentel, a man, as to an undivided 1/6 interest and Rilla Gomez, a married woman as her sole and separate property, as to an undivided 3/6 interest to _____.

SECTION ONE - REQUIREMENTS SCHEDULE B

End of Schedule B Section I

12. **Agreements, 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, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**
11. **Any charge upon said land by reason of its inclusion in Maricopa Consolidated Domestic Water Improvement District.**
10. **Any charge upon said land by reason of its inclusion in Maricopa-Stanfield Irrigation District.**
9. **Taxes, assessments, obligations and liabilities on the issued property by reason of the City of Maricopa Sewer System, Improvement District, Revenue and General Obligation Bonds.**
8. **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.**
7. **Taxes for the year 2017, a lien not yet due and payable.**
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.**
5. **(a) Unpaid and 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.**
4. **Any encroachments, encumbrance, 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.**
3. **Leases, liens or encumbrances or claims thereof, which are not shown by the public records.**
2. **Any facts, rights, interests or claims which are not shown by the public records but which could be asserted by an inspection of the land or which may be asserted by persons in possession of the land.**
1. **(a) Taxes or assessments which are not shown by the records of any taxing authority that levies taxes or assesses 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.**
- A. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequently to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**
- B. **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:**

SCHEDULE B

SECTION TWO - EXCEPTIONS

13. All matters as set forth in instrument recorded as Book 2 of Surveys, page 187, of Official Records.
14. The effect of resolutions adopting State Route Plan and any Amendments thereto for the purpose of controlling access and acquiring lands in advance for rights-of-way, recorded in 2016-18056 of Official Records.

End of Schedule B Section II

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

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 mortgagee hereon 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 the proposed Insured shall disclose such knowledge to the Company, or if the Company 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.

Liability of the Company under this Commitment shall be only to the named proposed Insured and only 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 underraking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to create the estate or interest or mortgagee hereon 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 hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

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 title to the estate or interest or the proposed Insured as set forth in the 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/>.

(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.

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

 1. (a) Taxes or 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. (b) Encroachments, encumbrances, or claims thereof, not shown 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. 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.
 4. Any easements, leases or encumbrances, or claims thereof, not shown by the Public Records.

The above exceptions will be eliminated from any ALTA Extended Coverage Policy, ALTA Plain Language Policy, ALTA Homeowners Policy, ALTA Expanded Coverage Residential Loan Policy and any short form (b), or (c) are shown by the Public Records.

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.

(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the 5.

CONDITIONS

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



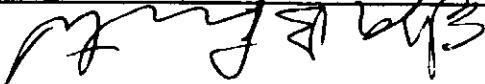
Please Print

STATEMENT OF INFORMATION

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

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

(First Name) _____ (Middle Name) _____ (Last Name) _____
ED GARCIA BELTRAN PRUNEYNE

Print Name: EDGAR E. PRUNEYNE

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.

Name of former spouse: _____

If formerly married: _____

Social Security No: 546 57 7090 RA MARICOPA AZ 85139
Present Home Address: 53050 W. 50TH Street
Present Home Phone: 602-717-3889
Present Business Phone: 111111961
Place of Birth: MEXICO EC MEXICO
Date of Birth: 11/11/1961

