

**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.

1.5.5 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.

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.

1.5.7 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:

1.6 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:

1.6.1 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.

1.6.2 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.

1.6.3 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.

1.6.4 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.

1.7 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

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

If to City:

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

If to Owner:

Lucia G. DeDios
40404 W. Dennis Ln.
Maricopa AZ- 85138

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.

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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

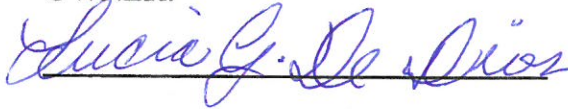
EXHIBIT B
Search Report

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

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras,
City Clerk

Denis M. Fitzgibbons,
City Attorney

EXHIBIT A
Property

STATEMENT OF INFORMATION

Please Print

Lucia

(First Name)

G.

(Middle Name)

De Dios

(Last Name)

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

Spouse's First Name

Spouse's Middle Name

Spouse's Last Name

Social Security No : _____

Present Home Address: _____

Present Home Phone: _____

Present Business Phone: _____

Date of Birth: _____

Place of Birth: _____

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.

Lucia G. De Dios
Print Name: Lucia G. De Dios



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

**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

**WESTCOR LAND TITLE INSURANCE
COMPANY**

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



By

Mary O'Connell

President

Attest

Patricia W. Power

Secretary

SCHEDULE A

Address Reference: **44378 West Maricopa-Casa Grande Highway, Maricopa, AZ 85138**

1. Effective Date: **December 20, 2016 at 7:30 am**
2. 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:
Lucia Gastelum, a single woman
- 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: Diana Lawter
Title Department

EXHIBIT "A"

Lots 7 and 8, Block 5, re-subdivision of Block 3, MARICOPA TOWNSITE, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded as 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. **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. **Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.**
3. **Approval by all parties to this transaction of the description used herein.**
4. **Record Deed from Lucia Gastelum, a single woman to _____.**

NOTE: See attached tax sheets for the following Parcel Numbers: 510-26-042A.

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 May 6, 1991 as Docket 1743, page 729.

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 of record the estate or interest 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, 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.
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. Taxes for the year 2017, a lien not yet due and payable.
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.
9. Taxes, assessments, obligations and liabilities on the insured property by reason of the City of Maricopa Sewer System, Improvement District, Revenue and General Obligation Bonds.
10. Any charge upon said land by reason of its inclusion in Maricopa-Stanfield Irrigation District.
11. Any charge upon said land by reason of its inclusion in Maricopa Consolidated Domestic Water Improvement District.
12. 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, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

13. All matters as set forth in instrument recorded as Book 2 of Surveys, page 187, of Official Records.
14. All matters as set forth in instrument recorded as Document no. 2009-132516, of Official Records.
15. 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

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/>>.*
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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.