

TOWN OF MIAMI

ORDINANCE NO. 386

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF MIAMI, ARIZONA, ACKNOWLEDGING AND AUTHORIZING THE ACCEPTANCE OF CERTAIN UTILITY AND ACCESS EASEMENTS ON OR NEAR MACKEY CAMP ROAD.

WHEREAS, The Town of Miami (the "Town") is authorized to acquire rights in real property; and,

WHEREAS, certain easements have been recorded for utility and access on or near the Mackey Camp Road area, as more particularly described in Exhibit "A" (the "Easements"); and,

WHEREAS, the Town has entered into an agreement with Gila County for the maintenance of Mackey Camp Road and Gila County has requested that the Town formally acknowledge and accept the Easements.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Miami, Arizona, as follows:

Section 1:

It is deemed necessary and essential, as a matter of public necessity and public welfare, that the Town acknowledge and accept the Easements as more particularly described in Exhibit "A."

Section 2: In General.

Town staff are authorized and directed to execute any documents necessary to acknowledge and accept the Easements.

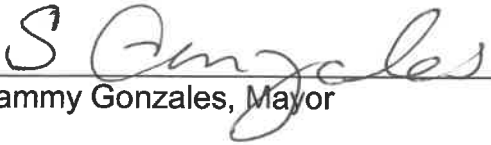
PASSED AND ADOPTED by the Common Council of the Town of Miami, Arizona, this **24th** day of **January**, 2022, by the following vote:

AYES: 7

NAYES: 0 ABSENT: 0

EXCUSED: 0 ABSTAINED: 0

APPROVED this 24th day of January, 2022.




Sammy Gonzales, Mayor

ATTEST:



Karen M. Norris, Town Clerk

APPROVED AS TO FORM:



Gust Rosenfeld, Town Attorney
By Joseph D. Estes

I, KAREN M. NORRIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 386 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF MIAMI, ARIZONA, ON THE 24th DAY OF January, 2022, WAS POSTED IN THREE PLACES AND ON THE TOWN WEBSITE ON THE 25 DAY OF January, 2022.



Karen M. Norris, Town Clerk

Pioneer Title Agency Inc.

REPORT OF TITLE

OUR NO. **90403366**

Dated: December 16, 2021 at 7:30 a.m.

Fee: \$600.00

Report is issued for the sole use and benefit of:

**Gila County Public Works Department
Scott Warren**

Pioneer Title Agency Inc. hereby reports that an examination of the title to the land described in Schedule A discloses that title is vested as shown in Schedule A, subject to the liens, encumbrances, and defects as shown in Schedule B.

This report is **FOR INFORMATIONAL PURPOSES ONLY**. It is neither a guarantee of title, a commitment to insure title nor a policy of title insurance.

SCHEDULE A

1. Title to the estate or interest covered by this report at the date hereof is vested in:

Timothy A. Contreras and Debra A. Contreras, husband and wife, as community property with right of survivorship

2. The estate or interest in the land hereinafter described in this report is a fee as to Parcel 1 and easement as to Parcels 2 and 3.

3. The land referred to in this report is situated in the County of **Gila**, State of Arizona, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

All recording references are to records in the office of the County Recorder of the county in which the property is situated.

Pioneer Title Agency Inc.



By _____
Authorized Officer or Agent

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

EXHIBIT A

PARCEL NO. 1

The Surface and Ground to a depth of 40 feet lying immediately beneath the surface of the following described property:

Parcel B, of Record of Survey / Minor Land Division Survey, recorded as Survey Map No. 931, Records of Gila County, Arizona, being a portion of Section 36, Township 1 North, Range 14 East, Gila and Salt River Base and Meridian, Gila County, Arizona.

PARCEL NO. 2

A 40 foot easement for roadway purposes as recorded in Fee No. 1994-658275, Records of Gila County, Arizona.

Except any portion lying within Parcel No. 1 above.

PARCEL NO. 3

An easement granted to the public for ingress, egress and public utilities being 40 feet in width, recorded in Fee No. 1994-659120, Records of Gila County, Arizona .

Except any portion lying within Parcel No. 1 above.

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

SCHEDULE B

At the date hereof exceptions to title are:

1. Any loss, damage or injury that may be caused by lack of lateral or subjacent support, or by subsidence, disturbance or alteration of the within property resulting from mining or other operations carried on beneath the surface thereof

2. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	281
Page	732
Purpose	water main

3. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	382
Page	213
Purpose	gas lines

4. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	409
Page	229
Purpose	electric lines

5. MATTERS SHOWN ON SURVEY MAP NO. 931

6. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Fee No.	94-659120
Purpose	roadway and utilities

7. The effect of instrument recorded November 21, 1994 in Fee No. 94-658275

8. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount	\$67,500.00
Dated	February 18, 2005
Recorded	February 24, 2005
Document No.	2005-002951
Trustor	Bonnie Lucero and John A. Lucero, wife and husband, as joint tenants with right of survivorship
Trustee	First American title
Beneficiary	Mortgage Electronic Registration Systems, Inc. solely as nominee for BSM Financial, L.P. dba Brokersource

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

SCHEDULE B (Continued)

9. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount	\$51,000.00
Dated	July 26, 2017
Recorded	August 15, 2017
Document No.	2017-007969
Trustor	timothy A. Contreras and Debra A. Contreras, husband and wife
Trustee	Old Republic Title
Beneficiary	John A. Lucero and Bonnie Lucero, husband and wife

TAX NOTE:

Year	2021
Parcel No.	204-11-011E
Total Tax	\$611.84
First Half	\$305.92 PAID
Second Half	\$305.92

NOTE:
Affidavit of Affixture recorded in:

Fee No. 712890

End of Exceptions

NE-36-1N-14E
4-1297
WMD

DOCKET 382 PAGE 213
UTILITY EASEMENT

ARTHUR S. KNITTEL
ARIZONA PUBLIC SERVICE CO.
P. O. BOX 21666, STA. 3172
PHOENIX, ARIZONA 85036

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, CECIL M. SELLICK and DELORES L. SELLICK, his wife (hereinafter called "Grantor") do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement eight (8) feet in width, to construct, operate and maintain gas lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Gila County, Arizona, and are described as follows:

A portion of the Northeast quarter (NE $\frac{1}{4}$) of Section Thirty-six (36), Township One (1) North, Range Fourteen (14) East, Gila and Salt River Base and Meridian, as recorded in Docket 322, Pages 47, 48 and 49 in the Gila County Recorder's Office.

The above said utility easement in the aforesaid lands to lie four (4) feet on each side of the following described centerline only where it pertains to the above said property and said easement shall not apply to any other lands crossed by the description as follows:

BEGINNING at a point lying North 41° 38' 49" East, 4267.24 feet from the Southwest corner of said Section 36; thence North 26° 47' 20" West, 232 feet; thence South 76° 56' 40" West, 42 feet; thence North 45° 38' 20" West, 149 feet; thence North 35° 38' 20" West, 211.20 feet to a point.

Together with the right to operate, repair, replace, maintain and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or reconstructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Dated:

Cecil M. Sellick
Cecil M. Sellick

WITNESS:

Delores L. Sellick
Delores L. Sellick

STATE OF *Arizona*
County of *Maricopa* } ss.

This instrument was acknowledged before me this *3*th day of *December*, 19*74*.

by CECIL M. SELLICK and DELORES L. SELLICK, his wife
(Name)

IN WITNESS WHEREOF I hereunto set my hand and official seal

My Commission Expires:

Wayne A. Dwyer
Notary Public

March 19, 1977

1009

1001

389517

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Arizona Public Service Co.

Date July 17, 1975 Time 9:50 A. M., Docket 382 Official Records Page 213
Records of Gila County, Arizona.

12.00
9.50
17

WITNESS my hand and official seal the day and year first above written.

INDEXED

EXORE PARKIN, County Recorder

PAGED

By Exore Parkin Recorder.

RECORDING REQUESTED BY
PIONEER TITLE AGENCY, INC.

ORDER #: 4716006588

WHEN RECORDED MAIL TO
Timothy A. Contreras, Debra A. Contreras
197 S. Mackey Camp Road
Miami, AZ 85539



90400792

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1 of 3

WARRANTY DEED

For valuable consideration, receipt of which is hereby acknowledged John A. Lucero and Bonnie Lucero, husband and wife

Do hereby convey to Timothy A. Contreras and Debra A. Contreras, husband and wife

the following real property situated in Gila County, Arizona:

See "Exhibit A" attached hereto and made a part hereof.

SUBJECT TO existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record.

The undersigned hereby warrants the title against all persons whomsoever, subject to the matters above set forth.

Dated: August 10, 2017

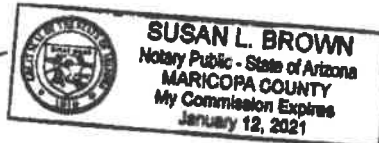

John A. Lucero


Bonnie Lucero

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me this 11th day of August, 2017 by John A. Lucero and Bonnie Lucero.


Notary Public



Escrow No.: 4716006588

2017-007968 WD Page: 2 of 3
08/15/2017 11:09:39 AM Receipt #: 17-5786
Rec Fee: \$17.00 Pioneer Title Agency Recordings 2
Gila County, Az, Sadie Jo Bingham, Recorder



ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

Timothy A. Contreras and Debra A. Contreras, each being duly sworn upon oath for himself or herself, and jointly, but not one for the other, deposes and says:

That I am one of the Grantees named in that certain Warranty Deed deed which is Dated August 10, 2017 and executed by John A. Lucero and Bonnie Lucero, husband and wife, as Grantor and Timothy A. Contreras and Debra A. Contreras, husband and wife, as Grantee and which instrument concerns the following described property:

See "Exhibit A" attached hereto and made a part hereof.

THAT the interests of the undersigned are being taken by them as COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, and not as Tenants in Common or as Joint Tenants; and

THAT each of us individually and jointly hereby assert and affirm that it is our intention to accept said instrument as such COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP and to acquire any interest in, or any proceeds arising out of said property, not as Tenants in Common and not as Joint Tenants, but as COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP.

Timothy A. Contreras

Debra A. Contreras

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me this 11th day of August, 2017 by Timothy A. Contreras and Debra A. Contreras.

Notary Public

SUSAN L. BROWN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
January 12, 2021



PARCEL NO. 1

The Surface and Ground to a depth of 40 feet lying immediately beneath the surface of the following described property:

Parcel B, of Record of Survey / Minor Land Division Survey, recorded as Survey Map No. 931, Records of Gila County, Arizona, being a portion of Section 36, Township 1 North, Range 14 East, Gila and Salt River Base and Meridian, Gila County, Arizona.

PARCEL NO. 2

A 40 foot easement for roadway purposes as recorded in Fee No. 1994-658275, Records of Gila County, Arizona

PARCEL NO. 3

An easement granted to the public for ingress, egress and public utilities being 40 feet in width, recorded in Fee No. 1994-659120, Records of Gila County, Arizona

Unofficial Copy

94-658275

C: \$9.00
ck# CASH
PAGES 2

FEE#
RECORDED AT THE REQUEST OF

John Saban

DATE 11-21-94 TIME 1:10

OFFICIAL RECORDS OF GILA COUNTY, AZ
LINDA HAUGHT ORTEGA, RECORDER

BY Teresa M. Stroup, Deputy

This space reserved for recording information

When recorded mail to:

John Saban
425-6334
(pick-up)

CAPTION HEADING: Legal Description

DO NOT REMOVE

This is part of the official document.

94-658275

LEGAL DESCRIPTION OF ROAD FROM SOUTH BOUNDARY OF
SELLICK PROPERTY TO BLOODY TANKS CROSSING

A strip of land situated in the Sulphide and the Sulphide No. 2 patented mining claims, Mineral Survey No. 3254, Section 36, Township One North, Range 14 East (unsurveyed), Gila and Salt River Meridian, Gila County, Arizona, 40 feet in width, 20 feet on each side of the following described center line.

Beginning at a point from which corner no. 3 of said Sulphide claim bears South $55^{\circ} 18'$ West, 722.8 feet; thence North $47^{\circ} 40'$ West, 8.6 feet; thence along a curve deflecting to the right, of radius equal to 157.15 feet, an arc distance of 60.94 feet; thence North $25^{\circ} 27'$ West, 160.11 feet; thence along a curve deflecting to the left, of radius equal to 33.85 feet, an arc distance of 34.54 feet; thence North $83^{\circ} 55'$ West, 13.11 feet; thence along a curve deflecting to the left, of radius equal to 26.33 feet, an arc distance of 36.35 feet; thence South $16^{\circ} 59'$ West, 45.17 feet; thence along a curve deflecting to the left, of radius equal to 302.4 feet, an arc distance of 76 feet; thence along a curve deflecting to the right, of radius equal to 48.29 feet, an arc distance of 23.71 feet; thence South $30^{\circ} 43'$ West, 75.66 feet; thence along a curve deflecting to the right, of radius equal to 316.15 feet, an arc distance of 112.01 feet; thence along a curve deflecting to the right, of radius equal to 19.83 feet; an arc distance of 35.70 feet; thence North $26^{\circ} 39'$ West, 30.55 feet; thence along a curve deflecting to the left, of radius equal to 78.88 feet, an arc distance of 53.27 feet; thence North $65^{\circ} 21'$ West, 0.63 feet; thence along a curve deflecting to the left, of radius equal to 42.85 feet, an arc distance of 54.79 feet; thence along a curve to the left, of radius equal to 1274.66 feet, an arc distance of 109.78 feet; thence South $36^{\circ} 27'$ West, 39.7 feet to a point from which corner no. 3 of said Sulphide claim bears South $09^{\circ} 47'$ West, 269.5 feet.

Statement of Taxes Due

GILA COUNTY TREASURER

Account Number R004098
Assessed To

Parcel 20414011E
CONTRERAS TIMOTHY A & DEBRA A
197 S MACKEY CAMP RD
MIAMI, AZ 85539

Legal Description

Situs Address

Section: 36 Township: 01N Range: 14E SERIAL: 9451X/U YEAR: 0 MAKE: - CAVCO SIZE: 24 X 64 PT NE SEC 36 T1N R14E; 197 S Mackey Camp RD
COMM AT COR #4 SULPHIDE #2; TH S 08-36-40 E 567.33'; TH N 29-18-30 W 19' TO POB; TH N 29-18-30 W 181'; TH N 60-41-30 E
200'; TH S 29-18-30 E 141.46'; TH S 49-30-30 W 203.85' TO POB A... Additional Legal on File

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2021	\$611.84	\$0.00	\$0.00	\$0.00	(\$305.92)	\$305.92
2020	\$571.00	\$0.00	\$0.00	\$0.00	(\$571.00)	\$0.00
2019	\$540.36	\$0.00	\$0.00	\$0.00	(\$540.36)	\$0.00
2018	\$501.00	\$0.00	\$0.00	\$0.00	(\$501.00)	\$0.00
2017	\$492.30	\$0.00	\$0.00	\$0.00	(\$492.30)	\$0.00
2016	\$466.25	\$0.00	\$0.00	\$0.00	(\$466.25)	\$0.00
2015	\$437.41	\$0.00	\$0.00	\$0.00	(\$437.41)	\$0.00
2014	\$452.75	\$0.00	\$0.00	\$0.00	(\$452.75)	\$0.00
2013	\$382.78	\$0.00	\$0.00	\$0.00	(\$382.78)	\$0.00
2012	\$418.00	\$0.00	\$0.00	\$0.00	(\$418.00)	\$0.00
Total Tax Charge						\$305.92
First Half Due as of 12/27/2021						\$0.00
Second Half Due as of 12/27/2021						\$305.92

Tax Billed at 2021 Rates for Tax Area 4030 - District 4030

Authority	Tax Rate	Amount	Values	Actual	Assessed
Miami Unified USD #40_4030	0.0395400000	(\$211.78)			
			Total	\$0	\$0
Taxes Billed 2021	0.0395400000	(\$211.78)			

Tax Billed at 2021 Rates for Tax Area 4030 - District 4030

Authority	Tax Rate	Amount	Values	Actual	Assessed
Gila County	0.0419000000	\$224.42	PRIMARY RESIDENCE	\$6,360	\$636
State School Equalization T	0.0042630000	\$22.83			
Town of Miami	0.0446390000	\$239.09	PRIMARY RESIDENCE	\$47,201	\$4,720
Miami Unified USD #40_4030	0.0391730000	\$209.81			
Community College	0.0095650000	\$51.23			
			Total	\$53,561	\$5,356
Taxes Billed 2021	0.1395400000	\$747.38			

Tax Billed at 2021 Rates for Tax Area 4030 - District 4030

Authority	Tax Rate	Amount	Values	Actual	Assessed
Fire District Assistance Fu	0.0010000000	\$5.36	PRIMARY RESIDENCE	\$7,484	\$748
Gila County Library Distric	0.0024250000	\$12.99			
CVIT	0.0005000000	\$2.68	PRIMARY RESIDENCE	\$55,539	\$5,554
SD #40 Budget Overrides	0.0103080000	\$55.22			
			Total	\$63,023	\$6,302
Taxes Billed 2021	0.0142330000	\$76.24			

Make payment to:

Gila County Treasurer P.O. Box 1093 Globe, AZ 85502 (928)402-8702

When Recorded Mail To:

MR. & MRS. CECIL M. SELICK
3307 LOOMIS AVENUE
MIAMI, ARIZONA 85539

FIRST AMERICAN TITLE

DATE DEC 12 1994 TIME 2:10

OFFICIAL RECORDS OF GILA COUNTY, AZ
LINDA HAUGHT ORTEGA, RECORDER

BY Linda Haught Ortega

EASEMENT

QUIT-CLAIM DEED

Escrow No. 235-350-0521875

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

CECIL M. SELICK, A WIDOWER

hereby Quit-Claim to THE GENERAL PUBLIC FOR UTILITIES AND ROADWAY

~~PROPERTY OWNERS, HEIRS AND ASSIGNS ON PARCELS A, B, C, D AND E AS SHOWN ON SURVEY MAP X
RECORDED NOVEMBER 22, 1994 IN SURVEY MAP NO. 890, RECORDS OF GILA COUNTY, ARIZONA~~

all right, title, or interest in the following described real property situate in Gila County, Arizona:

SEE EXHIBIT ¹ ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED: December 9, 1994

Cecil M. Selick
CECIL M. SELICK

STATE OF ARIZONA)
) ss.
County of Gila)

This instrument was acknowledged and executed before me this 9th day of December, 19 94 by CECIL M. SELICK.

My Commission Expires:

Lisa J. Lehmann
Notary Public



EXHIBIT "1"

94-659120

No. 235-350-521875

A roadway easement for ingress, egress and public utilities being 40.00 feet in width, lying 20.00 feet each side of the following centerline:

BEGINNING at a point from which Corner No. 3 of Sulphide patented mining claim, Mineral Survey No. 3254, bears South 55 degrees 18 minutes 00 seconds West, a distance of 722.80 feet; THENCE North 47 degrees 40 minutes 00 seconds West, a distance of 8.60 feet; THENCE along a curve to the right having a radius of 157.15 feet and a delta of 22 degrees 13 minutes 06 seconds, a distance of 60.94 feet; THENCE North 25 degrees 27 minutes 00 seconds West, a distance of 160.11 feet; THENCE along a curve to the left having a radius of 33.85 feet and a delta of 58 degrees 27 minutes 10 seconds, a distance of 34.54 feet; THENCE North 83 degrees 55 minutes 00 seconds West, a distance of 3.85 feet to the end of this centerline description. Where the road ends or begins on a diagonal line, the side lines must be extended or shortened to terminate on the diagonal line.

Pioneer Title Agency

COMMITMENT TO SERVICE

Parcel Information

County Gila
Parcel # 204-14-011E
Site Address 197 S MacKey Camp Rd
 Miami AZ 85539 - 1490
Owner Contreras, Timothy A
Co-Owner Contreras, Debra A
Owner Address 197 S MacKey Camp Rd
 Miami AZ 85539 - 1490
Parcel Size 0.75 Acres (32,670 SqFt)
Town / Range / Section / Quarter 01N / 14E / 36 / NE / SW
Subdivision / Plat
Condo Name
Legal Lot/Block B
Census Tract/Block 000800 / 2254
Jurisdiction Name Miami

Assessment & Tax Information

FCV Total \$63,023.00 (2022)
FCV Land \$7,484.00
FCV Impr \$55,539.00
FCV Assessed \$6,302.00 (2020)
LPV \$56,239.00 (2022)
Taxes \$611.84 (2021)

Legal

Section: 36 Tow nship: 01N Range: 14E SERIAL: 9451X/U YEAR: 0
 MAKE - CAVCO SIZE 24 X 64 PT NE SEC 36 T1N R14E, COM MAT
 COR #4 SULPHIDE #2; TH S 08-36-40 E 567.33'; TH N 29-18-30 W 19'
 TO POB; TH N 29-18-30 W 181'; TH N 60-41-30 E 200'; TH S 29-18-
 30 E 141.46'; TH S 49-30-30 W 203.85' TO POB APPROX 0.75 AC M/L
 (OUT OF 204-14-011C)A/A 1980 24X64 CAVCO MH VIN 9451X-U
 FEE 97-712890

Land

Land Use/ Land Use Std 0839 - Manufactured Home Land - **School District** 40 - Miami Unified School District
 Manufactured Home Use, Not
 Subdivided - Affixed
 Manufactured Home / 138 - Mobile
 Home Co Op
Zoning R-1 - Single Family Residential **Recreation Name and Type**
 District

Waterfront **Watershed** 1506010306 - Pinal Creek

Improvement

Year Built	1980	Garage		Air Conditioning	
Construction Type	D - Wood or steel studs in bearing wall, full or partial open wood or steel frame, primarily combustible construction.	Condition	Average Quality	Heat Type	Forced Air
Exterior Walls	Aluminum Siding	Building Square Feet	1,536 SqFt	Roof Cover	Composition Shingle

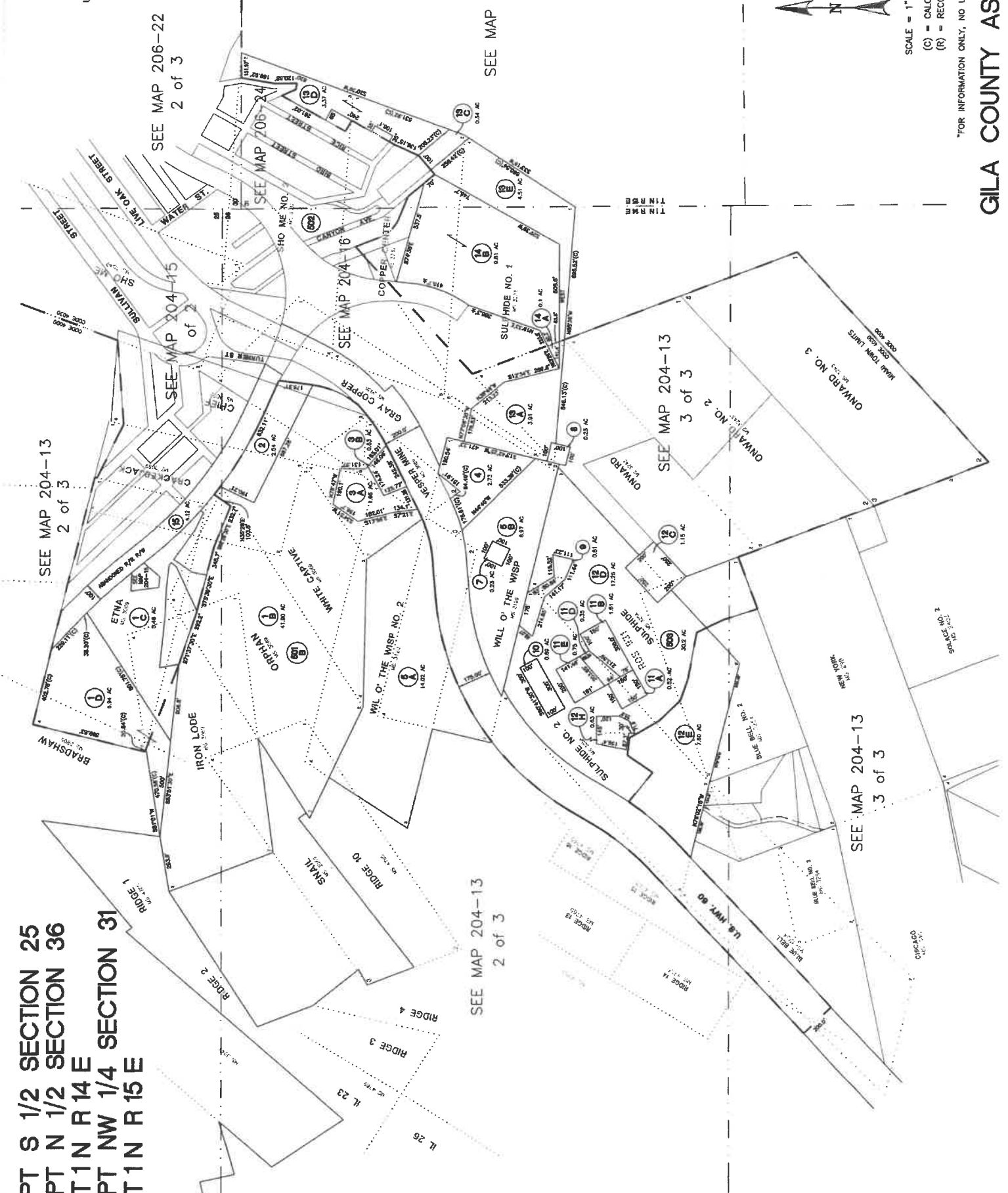
Transfer Information

Rec. Date:	08/15/2017	Sale Price:	\$68,000.00	Doc Num:	7968	Doc Type:	Deed
Owner:	Timothy A Contreras			Grantor:	LUCERO JOHN A & BONNIE		
Orig. Loan Amt:		Title Co:	PIONEER TITLE AGENCY				
Finance Type:		Loan Type:		Lender:			

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

PT S 1/2 SECTION 25
 PT N 1/2 SECTION 36
 T1N R14E
 PT NW 1/4 SECTION 31
 T1N R15E

204-14
 CODE 4000
 4030
 UPDATED 9-30-14



SCALE = 1" = 300'
 (C) = CALCULATED
 (R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR



2005-002952
Page: 1 of 15
02/24/2005 04:38P
23.00

FIRST AMERICAN
LENDERS ADVANTAGE

After recording please return to:

BSM FINANCIAL, L.P.

[Company Name]

[Name of Natural Person]

16479 DALLAS PARKWAY, SUITE 100

[Street Address]

ADDISON, TX 75001

[City, State Zip Code]

4/ 311378

[Space Above This Line For Recording Date]

DEED OF TRUST

MIN: 100098900050204660

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 18, 2005, together with all Riders to this document.

(B) "Borrower" is BONNIE LUCERO AND JOHN A. LUCERO, WIFE AND HUSBAND AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Borrower is the trustor under this Security Instrument.

Borrower's mailing address is 10 MACKAY CAMP ROAD, MIAMI, AZ 85539-1000

(C) "Lender" is BSM FINANCIAL, L.P. DBA BROKERSOURCE

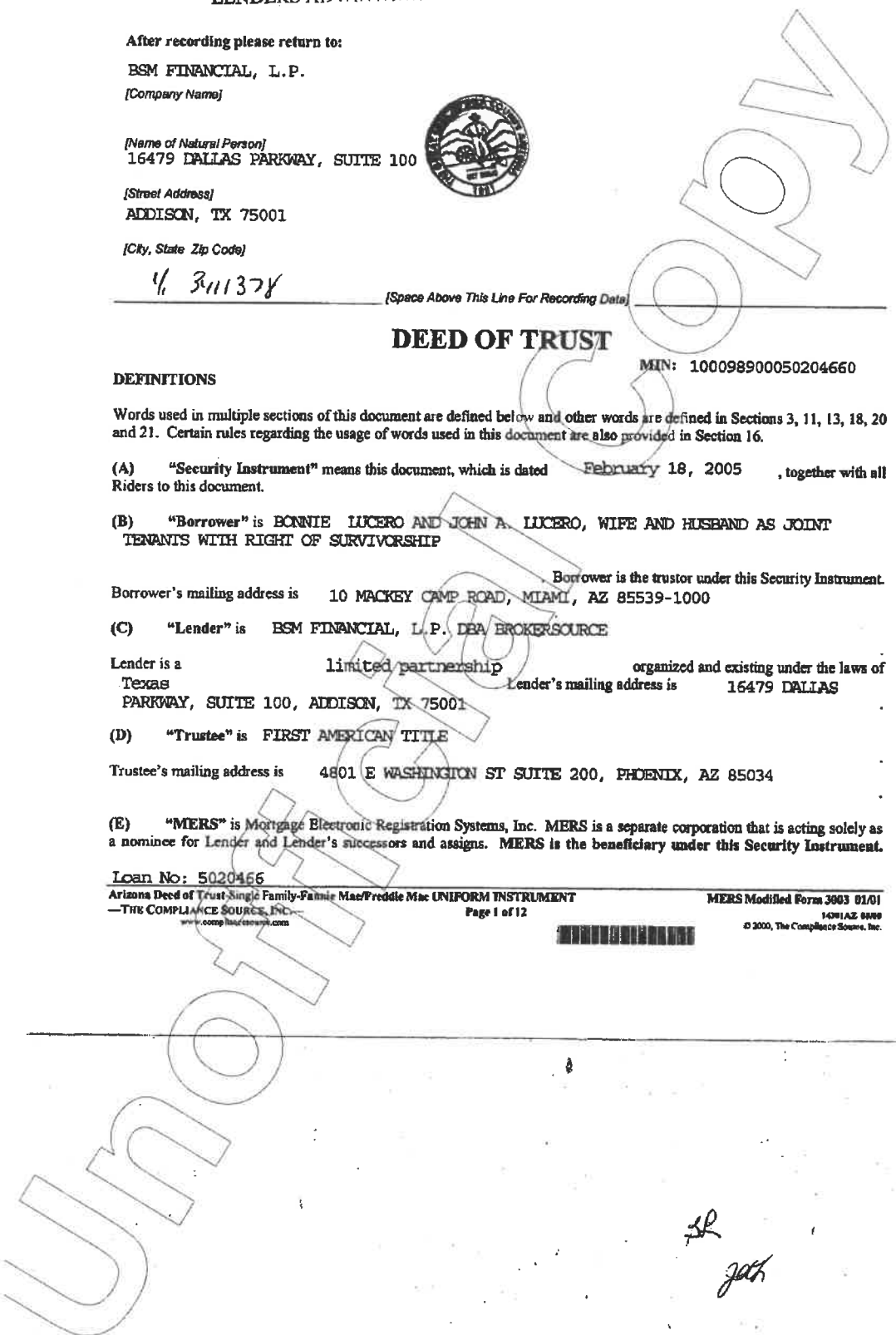
Lender is a limited partnership organized and existing under the laws of Texas Lender's mailing address is 16479 DALLAS PARKWAY, SUITE 100, ADDISON, TX 75001

(D) "Trustee" is FIRST AMERICAN TITLE

Trustee's mailing address is 4801 E WASHINGTON ST SUITE 200, PHOENIX, AZ 85034

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument.

Loan No: 5020466



SR
Joh

MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated February 18, 2005. The Note states that Borrower owes Lender sixty seven thousand five hundred and NO/100ths Dollars (U.S. \$ 67,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2035.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input checked="" type="checkbox"/> Other(s) [specify] <u>Manufactured Housing Unit Rider to Security Instrument</u> | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions; transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as a nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of GILA (Type of Recording Jurisdiction) [Name of Recording Jurisdiction]

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of

MIAMI

[City]

[Street]
Arizona

10 MACKAY CAMP ROAD

85539-1000
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided

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any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge

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Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance

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coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over

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this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend,

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Arizona Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
-THE COMPLIANCE SOURCE, INC.
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modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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Arizona Deed of Trust - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in which any part of the Property is located and shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Time of Essence. Time is of the essence in each covenant of this Security Instrument.

Loan No: 5020466

Arizona Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

—THE COMPLIANCE SOURCE, INC.—
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Bonnie Lucero (Seal)
BONNIE LUCERO -Borrower

John A. Lucero (Seal)
JOHN A. LUCERO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ [Space Below for Acknowledgment]

State of Arizona §
County of Maricopa §

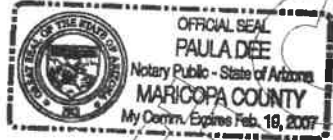
Before me the undersigned authority, on this day personally appeared BONNIE LUCERO and JOHN A. LUCERO

known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 21 day of February, 2005

Paula Dee
Notary Public

My Commission Expires: 2,19, 2007



Loan No: 5020466

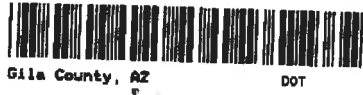
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(Attach to Security Instrument)

**MANUFACTURED HOUSING UNIT RIDER TO THE
MORTGAGE / DEED OF TRUST / SECURITY INSTRUMENT
(Manufactured Housing Unit to Become Affixed)**

THIS RIDER is made this 18th day of February, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **BGM FINANCIAL, L.P.**
DEA BROKERSOURCE

(the "Note Holder")
of the same date (the "Note") and covering the land described in the Security Instrument as:
SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

[Legal Description]

which currently has the address of:

10 MACKEY CAMP ROAD, MIAMI, AZ 85539-1000

[Property Address]

together with the Manufactured Housing Unit described as follows which shall be a part of the real property:

Make: **CAVCO**
Model: **MALIBU**
Year: **1980**
Serial Number(s): **9451X-U**
Width & Length: **24 X 60**

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower(s) further covenant and agree as follows, for themselves, their heirs and assigns to the Note Holder:

A. Property:

Property shall encompass the Manufactured Housing Unit described above that is or that will become affixed to the land legally described herein.

Loan No: 5020466

Manufactured Housing Unit Rider to the Mortgage/Deed of Trust/Security Instrument
(Manufactured Housing Unit to Become Affixed) (Multistate)
—THE COMPLIANCE SOURCE, INC.—
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B. Additional Covenants of Borrower(s):

- (a) Borrower(s) covenant and agree that Borrower(s) will comply with all State and local laws and regulations regarding the affixation of the Manufactured Housing Unit to the land described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Housing Unit as real property under State and local law.
- (b) That the Manufactured Housing Unit described above shall be, at all times, and for all purposes, permanently affixed to and part of the land legally described herein and shall not be removed from said land.
- (c) Borrower(s) covenant that affixing the Manufactured Housing Unit to the land legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.
- (d) In the event state or local law does not provide for a surrender of title, Borrower grants Lender a security interest in the Manufactured Housing Unit and shall execute such documents as Lender may request to evidence Lender's security interest therein.

BY SIGNING THIS, Borrower(s) agree to all of the above.

Bonnie Lucero (Seal)
BONNIE LUCERO -Borrower

JOHN A. LUCERO (Seal)
JOHN A. LUCERO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Loan No: 5020466

Manufactured Housing Unit Rider to the Mortgage/Deed of Trust/Security Instrument
(Manufactured Housing Unit to Become Attached) (Multistate)
-THE COMPLIANCE SOURCE, INC.
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Loan No: 5020466

LUCERO

EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1
THE SURFACE AND GROUND TO A DEPTH OF 40 FEET IMMEDIATELY BENEATH THE
SURFACE OF THAT CERTAIN PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

PARCEL B, ACCORDING TO RECORD OF SURVEY NO. 931, BEING SITUATED IN
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH,
RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY,
ARIZONA.

A.P.N. 204-14-011E
INCLUDES MANUFACTURED HOUSING UNIT(S) DESCRIBED AS FOLLOWS:
MAKE: CAVCO
MODEL: MALIBU
WIDTH: 24
LENGTH: 60
SERIAL #: 9451X-U
YEAR: 1980

SAID UNIT(S) ATTACHED TO THE LAND IN A PERMANENT MANNER SO AS TO BE
RENDERED AN IMMOVABLE FIXTURE AND AN INTEGRAL PART OF THE SUBJECT PROPERTY.

Unofficial Copy

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RECORDING REQUESTED BY
Old Republic Title Agency
ORDER NO.: 4716006588

2017-007969 DTAR Page: 1 of 7
08/15/2017 11:09:39 AM Receipt #: 17-5786
Rec Fee: \$25.00 Pioneer Title Agency Recordings 2
Gila County, Az, Sadie Jo Bingham, Recorder



WHEN RECORDED MAIL TO

Evergreen Note Servicing
2700 N. Central Avenue #400
Phoenix, Az 85004



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

90400792

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DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 26th day of July, 2017, between Timothy A. Contreras and Debra A. Contreras, husband and wife, herein called Trustor, whose mailing address is 197 S. Mackey Camp Road, Miami, AZ 85539, Old Republic Title Insurance Agency, Inc., an Arizona corporation, herein called Trustee, whose mailing address is 2375 E. Camelback Road, Suite 380, Phoenix, AZ 85016, and John A. Lucero and Bonnie Lucero, husband and wife, herein called Beneficiary, whose mailing address is 1530 S. Main Drive, Apache Junction, AZ 85120

WITNESSETH: That Trustor conveys, transfers and assigns to Trustee in Trust, with Power of Sale, the following real property situated in Gila County, Arizona:

See "Exhibit A" attached hereto and made a part hereof.

Together with all buildings, improvements, and fixtures thereon.

This Deed of Trust, made on the above date between the Trustor, Trustee, and Beneficiary above named,

WITNESSETH: That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the above described real property, together with leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income"): SUBJECT HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO existing taxes, assessments, liens encumbrances, covenants, conditions, restrictions, rights of way, and easements of record.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$51,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit; suffer or permit any act upon said property in violation of law; and to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.



(2) To provide, maintain and deliver to Beneficiary fire in: The amount collected under any fire or other insurance p secured hereby and in such order as Beneficiary may detu collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or Notice of Trustee's Sale hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

(4) To pay, before delinquent all taxes and assessments affecting said property; when due all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums expended by Beneficiary or Trustee, pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as provided for in the note secured by this Deed of Trust or at the highest legal rate, whichever be the greater rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

(6) That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention and upon payment of its

fees, Trustee shall release and reconvey, without covenant or warranty, expressed or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income and the application thereof as aforesaid, shall not cure or waive any default or Notice of Trustees' Sale hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s) and all documents evidencing expenditures secured hereby.

Trustee shall record and give Notice of Trustee's Sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in manner required by law, said property at public auction at the time and place fixed by it in said Notice of Trustee's Sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of: All sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

(12) That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

(13) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

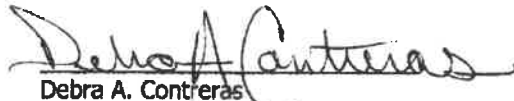
(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party thereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.



The undersigned Trustor requests that a copy of any Notice of Trustee's Sale hereunder be mailed to him at his address hereinbefore set forth.



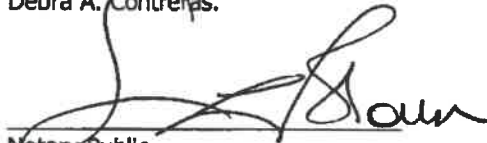
Timothy A. Contreras



Debra A. Contreras

State of Arizona
County of Maricopa

The foregoing instrument was acknowledged before me this 11th day of August, 2017 by Timothy A. Contreras and Debra A. Contreras.



Notary Public





PARCEL NO. 1

The Surface and Ground to a depth of 40 feet lying immediately beneath the surface of the following described property:

Parcel B, of Record of Survey / Minor Land Division Survey, recorded as Survey Map No. 931, Records of Gila County, Arizona, being a portion of Section 36, Township 1 North, Range 14 East, Gila and Salt River Base and Meridian, Gila County, Arizona.

PARCEL NO. 2

A 40 foot easement for roadway purposes as recorded in Fee No. 1994-658275, Records of Gila County, Arizona

PARCEL NO. 3

An easement granted to the public for ingress, egress and public utilities being 40 feet in width, recorded in Fee No. 1994-659120, Records of Gila County, Arizona

Escrow No. 4716006588

ACCEPTANCE OF JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

John A. Lucero and Bonnie Lucero, husband and wife, each being duly sworn upon oath for themselves, and jointly, but not one for other, deposes and says:

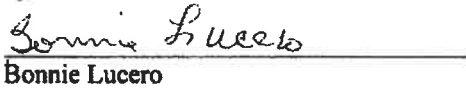
That I am one of the Beneficiaries named in that certain DEED OF TRUST AND ASSIGNMENT OF RENTS dated July 26, 2017 and executed by Timothy A. Contreras and Debra A. Contreras, as Trustor and which instrument concerns the following described property:

See "Exhibit A" attached hereto and made a part hereof

THAT the interests of the undersigned are being taken by them as JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, and not as Tenants in Common or Community Property with rights of survivorship; and

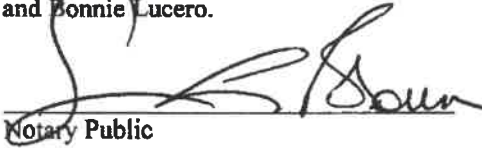
THAT each of us individually and jointly hereby assert and affirm that it is our intention to accept said instrument as such JOINT TENANTS WITH RIGHT OF SURVIVORSHIP and to acquire any interest in, or any proceeds arising out of said property, not as Tenants in Common and not as community property with right of survivorship, but as JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

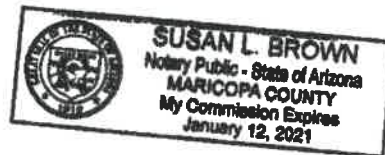

John A. Lucero


Bonnie Lucero

State of ARIZONA) ss
County of Maricopa

This instrument was acknowledged before me this 11th day of August, 2017, by John A. Lucero and Bonnie Lucero.


Notary Public





PARCEL NO. 1

The Surface and Ground to a depth of 40 feet lying immediately beneath the surface of the following described property:

Parcel B, of Record of Survey / Minor Land Division Survey, recorded as Survey Map No. 931, Records of Gila County, Arizona, being a portion of Section 36, Township 1 North, Range 14 East, Gila and Salt River Base and Meridian, Gila County, Arizona.

PARCEL NO. 2

A 40 foot easement for roadway purposes as recorded in Fee No. 1994-658275, Records of Gila County, Arizona

PARCEL NO. 3

An easement granted to the public for ingress, egress and public utilities being 40 feet in width, recorded in Fee No. 1994-659120, Records of Gila County, Arizona

EASEMENT FOR WATER MAIN

BOOK 281 PAGE 732

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I grant Arizona Water Company, (hereinafter called "Company"), its successors and assigns, an easement to construct, operate and maintain water mains upon, across, over and under the surface of the following described premises situate in Gila County, Arizona.

The portion that crosses your property per plat, legal description: Mineral Surveys 3243 and 3254, Sec. 36, T 1N, R 14E, G & SR 5 & 6.

legal descr.: A strip of land 275' in width, present road, on each side of the following center line: Beginning at a point from which Corner No. 3 of the Onward Patented Mining Claim, Mineral Survey No. 3243 in Sec. 36, T 1N, R 14E, G&SR 5&6, Town of Miami, Gila County, Arizona bears S75°-19'-30"W, 219.41 ft.; thence N56°-33'W, 74.03'; thence along a curve of radius 134.48 ft., deflecting to the left, a distance of 100.65'; thence S 80°-34'W, 118.16 ft.; thence along a curve of radius 278.03', deflecting to the right, a distance of 251.20'; thence N 47°-40'W, 57.74'; thence along a curve of radius 137.15'; deflecting to the right, a distance of 60.94'; thence N 25°-27'W, 160.11'; thence along a curve of radius 56.51', deflecting to the left, a distance of 49.92'; thence along a curve of radius 124.95', deflecting to the right, a distance of 74.29'; thence N 42°-00'W, 345.89' to a point from which corner No. 4 of the Sulphide No. 2 Patented Mining Claim, Mineral Survey No. 3254 bears N 61°-36'E, 318.67'.

along the following described line on the above described premises:

[Blank lines for additional description]

together with the rights to repair, replace, maintain and remove said mains from said premises, to cut or remove any tree or shrubs that in the judgment of the Company, may interfere with the construction or operation of said mains. By accepting this easement the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Joe C. Sanchez

Date Jan. 10th 1970

WITNESS:

STATE OF ARIZONA

County of Gila

ss.

This instrument was acknowledged before me this 10th day of January, 1970

By Joe C. Sanchez

WITNESS my hand and official seal the day and year in this certificate above written.

My commission expires Aug 17, 1970

Margaret C. Schlesselman, Notary Public

APR 10 1970

No. 329461

EASEMENT

FROM

TO

ARIZONA WATER COMPANY

Dated _____ A. D. 19__

Filed and recorded at the request of

George William Ibrtg, Jr.

APRIL 1, A. D. 1970

a. 10:30 A. M.

Page Docket 281, Page 732.

Book _____

DORIS PARKIN,

County Recorder

By *Elizabeth W. Dempster*
Deputy Recorder

INDEXED

PAGE 3

AFTER RECORDING RETURN TO:

Mr. & Mrs. John A. Lucero
P.O. Box 113
Miami AZ 85539

FEE # **712890** C \$ 10.00
ck# 428396
RECORDED AT THE REQUEST OF: # PAGES **2**
PIONEER TITLE AGENCY

DATE 9/12/97 TIME 9:15
OFFICIAL RECORDS OF GILA COUNTY, AZ
LINDA HAUGHT ORTEGA, RECORDER
BY nce

THIS AREA RESERVED FOR
AFFIDAVIT OF AFFIXTURE
Escrow No. 403040
SEE INSTRUCTIONS ON REVERSE BEFORE COMPLETING

The legal description of the real property located in GILA County,
Arizona, to which the mobile home has been affixed is See Legal Description attached as Exhibit "A"
Assessor's Parcel # Book 204 Map 14 Parcel 011E.

PROPERTY TAXATION SECTION

The mobile home has XX has not been previously assessed or taxed in Arizona as personal property.

If previously assessed and taxed, give the roll number name
and address of person(s) to whom the last tax statement was sent and the location of the mobile home when last taxed.

Name John A Lucero Location

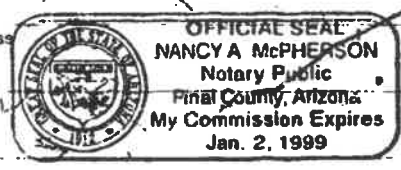
Street Address P.O. Box 1047

City Winkelman State AZ ZIP 85292

Print Complete Name (Seller) Print Complete Name (Buyer or Owner) John A. Lucero and Bonnie Lucero

Current Address Current Address Box 113, Miami, AZ 85539

Signature Signature John A. Lucero
Signature Signature Bonnie Lucero



The affiant (owner only) does hereby swear (or affirm) that the foregoing is a true and correct statement. Subscribed and sworn to
before me this 30th day of July, 1997
Nancy A. McPherson My commission expires: 1/2/99
Notary Public

RECEIPT FOR SURRENDERED MOBILE HOME DOCUMENTS

Year 1980 Make MALIBU Manufacturer CANCO INDUSTRIES
List Price \$ 28702 Size 24x64
MSO Number(s) Title Number(s) Film Number(s)
E613761 ca E613762 ca E613761 ca
2722911900074 1190E10821
2722911900073 1190E85820

Vin Number 94814
Vin Number 9451X
Vin Number
Vin Number
Date Documents Issued 12/03/99

Lienholder Name None
Lienholder Address
Lienholder Name None
Lienholder Address

Received by DeJurester mlp Gila Date 09/10/97
ADOT/Motor Vehicle Division Agent 673 County

Escrow No. 403040

EXHIBIT "A"

712890

The surface and ground to a depth of 40 feet immediately beneath the surface of that certain parcel of land more more particularly described as follows:

Parcel B, according to Record of Survey Map No. 931, being situated in Southwest Quarter of the Northeast Quarter of Section 36, Township 1 North, Range 14 East of the Gila and Salt River Base and Meridian, Gila County, Arizona.

The title report included the following items in Schedule B – they have been annotated and indicate location on map below:

At the date hereof exceptions to title are:

1. Any loss, damage or injury that may be caused by lack of lateral or subjacent support, or by subsidence, disturbance or alteration of the within property resulting from mining or other operations carried on beneath the surface thereof

2. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	281
Page	732
Purpose	water main

3. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	382
Page	213
Purpose	gas lines

4. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	409
Page	229
Purpose	electric lines

5. MATTERS SHOWN ON SURVEY MAP NO. 931

6. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Fee No.	94-659120
Purpose	roadway and utilities

7. The effect of instrument recorded November 21, 1994 in Fee No. 94-658275

8. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount	\$67,500.00
Dated	February 18, 2005
Recorded	February 24, 2005
Document No.	2005-002951
Trustor	Bonnie Lucero and John A. Lucero, wife and husband, as joint tenants with right of survivorship
Trustee	First American title
Beneficiary	Mortgage Electronic Registration Systems, Inc. solely as nominee for BSM Financial, L.P. dba Brokersource



norris@miamiaz.gov

From: Sanders, Steve <ssanders@gilacountyaz.gov>
Sent: Friday, January 14, 2022 10:40 AM
To: Micah Gaudet; Vela, Homero
Cc: Humphrey, Tim; Menlove, James; Joe Estes; Boyer, Shannon
Subject: RE: Mackey Camp Rd Easements

Micah,

Once your council formally accepts the easement I will prepare an agenda item to take to my BOS to accept all of the necessary easements needed for us to begin maintaining the road.

Thanks,

Steve Sanders
Director
Gila County Public Works
745 N. Rose Mofford Way
Globe, AZ. 85501
Phone (928) 402-8530
FAX (928) 425-8104

From: Micah Gaudet <mgaudet@miamiaz.gov>
Sent: Monday, January 10, 2022 12:03 PM
To: Vela, Homero <hvela@gilacountyaz.gov>
Cc: Sanders, Steve <ssanders@gilacountyaz.gov>; Humphrey, Tim <thumphrey@gilacountyaz.gov>; Menlove, James <jmenlove@gilacountyaz.gov>; Joe Estes <jestes@gustlaw.com>
Subject: Re: Mackey Camp Rd Easements

CAUTION: Please VERIFY the actual email address matches sender name to avoid phishing attempts. Since this email originated from outside of Gila County, please be careful when deciding to click links or open attachments.

Homero,
The easement appears to be accurate and acceptable.

Best,
Micah Gaudet
Town Manager
Town of Miami

Sent from my iPhone

On Jan 7, 2022, at 2:57 PM, Vela, Homero <hvela@gilacountyaz.gov> wrote:

Micah

We have completed searching for recorded easement in the Mackey Camp Road area. The PDF attached show a map indicating easements for gas, water, electric lines and roads that are referenced in the title search. Pls refer to document 1994-659120 in the Mackey Camp Road Easement e-mail

attached to view a quit claim and legal description for the road easement across the Contreras property.

Gila County typically accepts easements before agreeing to maintain a road. **Is the Town of Miami is willing to accept the easement.** If yes, we can visit with Mr. Contreras to share that we have a valid road easement. If he declines a meeting invite we can also communicate via mail but would like to see if we can listen to his concerns after sharing the easement info. I will be in the Miami area on Tuesday of next week and if you like we can visit in the afternoon. To the extent possible would like to limit the info on this e-mail so we can share this info with Mr. Contreras in the most positive way possible. thanks

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

INTERGOVERNMENTAL AGREEMENT NO 012621

BETWEEN
GILA COUNTY
AND
TOWN OF MIAMI

THIS AGREEMENT is made and entered into effective this 1st day of June, 2021 by and between Gila County hereinafter referred to as County and the Town of Miami hereinafter referred to as the TOWN

RECITALS

WHEREAS Mackey Camp Road as more fully described in Exhibit A attached hereto and incorporated by this reference is partially located inside the Miami Town limits (the Road)

WHEREAS the parties desire to enter into an agreement whereby the County shall provide road maintenance for the road that lies in both the unincorporated area of Gila County and inside the Miami town limits and

WHEREAS the parties are authorized pursuant to ARS § 11 952 to enter into agreements for joint or cooperative action and

NOW THEREFORE in consideration of the mutual promises contained in this agreement and of the mutual benefits to result therefrom the parties agree as follows

- A The TOWN authorizes the County to provide road maintenance of that portion of the Road located inside the Miami Town limits
- B Easements from all property owners along the road will need to be acquired prior to any maintenance of the Road The Road will be maintained under Gila County Policy PWS 001 Guidelines to Primitive Roads
- C The IGA will not become effective until all easements have been acquired by Gila County and recorded with the Gila County Recorder's Office
- D The Road lies in both the unincorporated area of Gila County and inside the Miami Town limits
- E The Road is 2160 feet in length with 1300 feet being inside the Miami Town limits and 860 feet outside the Town limits For ease of calculation a 60% 40% split will be used
- F **Initial Term** This Intergovernmental Agreement shall become effective when fully executed by and under the authority of the governing body of each Party's jurisdiction the initial term shall be for one year from the effective date

- G **Renewal** Upon the expiration of the Initial Term this Intergovernmental Agreement shall be subject to review and renewal This agreement may be renewed for three (3) additional one year periods upon mutual written agreement between the parties
- H **Payment** Each entity will be responsible for any and all costs for maintenance of the Road within their jurisdiction The County will invoice the previous month s maintenance by on or about the beginning of each month Payment will be made by the Town on or about the 15th day of each month
- I Initial maintenance cost is \$23 262 00 which includes hauling, laying, and grading material The Town will be responsible for 60% of this cost and the County for the remaining 40%
- J Annual maintenance will be performed once per year and consist of routine grading at a cost of \$99 00 per hour Any additional grading work will be billed at current labor and equipment rates for Gila County Routine grading of the Road is expected to take two hours
- K The Town will be responsible for 60% annual maintenance costs and County will be responsible for the remaining 40% for the duration of this Intergovernmental Agreement.

Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere and shall be delivered in person or sent by mail addressed as follows

Town of Miami
 Attn: Town Manager
 500 W Sullivan Street
 Miami Arizona 85539

Gila County Board of Supervisors
 Attn: James Menlove
 1400 E Ash Street
 Globe Arizona 85501

GENERAL TERMS

- 1 **Indemnification** To the extent permitted by law the Town shall indemnify defend and hold harmless County it's officers employees agents from and against any and all suits actions legal administrative proceedings claims or demands and costs attendant thereto arising out of any act, omission fault, or negligence by the Town its agents employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement. To the extent permitted by law the County shall indemnify defend and hold harmless Town its officers employees and agents from and against any and all suits actions legal administrative proceedings claims or demands and costs attendant thereto arising out of any act, omission fault, or negligence by the County its agents employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this section shall survive termination of this Agreement.
- 2 **Cancellation** This Agreement may be canceled pursuant to the provisions of A.R.S §38 511 The parties hereby acknowledge notice of A.R.S §38 511 which provides for cancellation of contracts for violation of the conflict of interest statute
- 3 **Compliance with All Laws** The parties shall comply with all federal state and local laws rules regulations standards and Executive Orders without limitation to those designated within this

Agreement. Any changes in the governing laws rules and regulations during the term of this agreement shall apply but do not require an amendment.

- 4 **Entire Agreement** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof and all prior or contemporaneous agreements and understandings oral or written are hereby superseded and merged herein This Agreement may be modified amended altered or extended only by a written amendment signed by the parties
- 5 **Non Appropriation** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the County or the Town does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- 6 **Immigration Law Compliance Warranty** As required by A.R.S § 41-4401 each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S § 23 214(A) Each party further warrants that after hiring an employee it verifies the employment eligibility of the employee through the e verify program If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S § 23 214(A) and subcontractors shall further warrant that after hiring an employee such subcontractor verifies the employment eligibility of the employee through the e verify program

A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e verify requirements contained in A.R.S § 23 214(A) Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty Any inspection will be conducted after reasonable notice and at reasonable times If state law is amended the parties may modify this paragraph consistent with state law As required by A.R.S § 23 214(B) the TOWN shall provide proof to the County that the Town is registered with and is participating in the e verify program

- 7 **Workers Compensation Coverage** The parties agree that pursuant to A.R.S § 23 1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this Intergovernmental agreement are deemed to be employees of both parties for the purposes of A.R.S § 23 1022 The primary employer of each employee performing services under this Intergovernmental Agreement shall be solely liable for the payment of workers compensation benefits Further pursuant to A.R.S § 23 1022(E) each party agrees to post a notice pursuant to the provisions of § 23 906 in substantially the following form

All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an Intergovernmental Agreement or contract and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers compensation

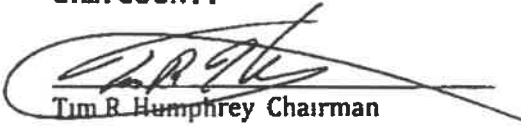
8 Finances and Budgetary Matters Pursuant to A R S §11 952(B)(3) the establishment and maintenance of a budget for this Intergovernmental Agreement and the financing for it shall be approved annually by the County and the Town through its respective board or council financing may include commitment of general funds grant funds or other available financing

9 Notices and Contact List

All notices or demands upon any party to this Intergovernmental Agreement shall be in writing unless other forms are designated elsewhere and shall be delivered in person or sent by mail addressed as follows

IN WITNESS THEREOF the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above

GILA COUNTY


Tim R. Humphrey Chairman
Gila County Board of Supervisors

THE TOWN OF MIAMI


Mayor Town of Miami

ATTEST


Marian Sheppard Clerk of the Board


Karen Norris Clerk Town of Miami

APPROVED AS TO FORM


The Gila County Attorney's Office


Town Attorney