

**WATER UTILITY EASEMENT
EXTINGUISHMENT SUBMITTAL CHECKLIST**

- ☒ 1.) Complete the application form
- ☒ 2.) Attach written statement giving reasons for extinguishment, including the following exhibits titled:
*Exhibit A – Legal Description of Easement to be Extinguished**
- ☒ 3.) Attach drawing/map showing area in crosshatching to be extinguished, titled
*Exhibit B**
(MUST be black and white, no color or copies from a colored original accepted.)
- ☒ 4.) Attach proof of property ownership (deed & assessor parcel records)
- ☒ 5.) Attach title report showing all encumbrances on property
- ☐ 6.) Attach survey showing existing easement boundaries/locations – PENDING
- ☒ 7.) Attach copy of tract map roadway and utility easement/reservation. (Pinal County Parcel Map)
- ☒ 8.) Include non-refundable application fee in the form of a check or money order payable to the “Apache Junction Water Utility Community Facilities District” in the amount of:
 - \$350 application filing processing fee
 - \$100 additional extinguishment processing fee if approved by Water board
- ☒ Submit all of the above listed items to the District either by mail or in person at 300 E. Superstition Blvd, Bldg. D, Apache Junction, Arizona, 85119

**Exhibits A and B must be recordable pursuant to Pinal County Recorder’s Office requirements.*

**WATER UTILITY EASEMENT
EXTINGUISHMENT APPLICATION**

Name of Applicant(s): Jeffery Armstrong + Tricia Armstrong
Mailing Address/City/State/Zip: 655 S. Conestoga Rd., Apache Junction, AZ 85719
Contact Number: (815) 901-6919 E-mail address: Arm16strong@gmail.com
Tax Parcel #: 103-04-051 B 8

Location of Easement requested for extinguishment: Southern most part of parcel #103-04-051 B 8

Also known as 655 S. Conestoga Rd. in Pinal County, AZ. Property description:
S. 1/2 NE SE SE SW of SEC 22-1N-8E, Approx 330 feet in length by 66 feet width of
total abandonment, of which, 330 ft. x 33 ft. is part of 655 S. Conestoga Rd.,
Apache Junction.

I/we do hereby certify that I/we am/~~are~~ the owner/s of property that will directly benefit from approval of this application, and I/we do hereby execute this application.

[Signature]
Applicant Signature

[Signature]
Applicant Signature

STATE OF ARIZONA)
COUNTY OF Maricopa) ss.



Subscribed and sworn before me this 21 day of February, 2024 by
Karl Weiss

My Commission Expires:

4/4/25

[Signature]
Notary Public

My Commission Expires:

4/4/25

[Signature]
Notary Public

ROADWAY ABANDONMENT/FEDERALLY PATENTED EASEMENT
EXTINGUISHMENT APPLICATION

Name of Applicant (s) Jeffery Armstrong

Mailing Address 655 S. Conestoga Rd, Apache Junction, AZ 85119

Phone # (815) 901-6919 Tax Parcel # 103-04-051 B 8

Location of area to be abandoned or extinguished (attach a map): Southern most part of
parcel # 103-04-051 B 8 - Also known as 655 S. Conestoga Rd in Pinal County, AZ. Property description:
S 1/2 NE SESESW of SEC 22-1N-8E, Approx 330 Feet in length by 160 Feet width of total
abandonment, of which, 330 ft x 33 ft. is part of 655 S. Conestoga Rd, Apache Junction
I/we do hereby certify that I/we am/are the owner/s of property that will be
directly affected by this application, and I/we do hereby execute this application.

Jeff Armstrong
Applicant Signature

Jeff Armstrong
Applicant Signature

STATE OF

COUNTY OF

SS.



Subscribed and sworn before me this 24 day of October, 2023, by

Karl Weiss

My Commission Expires

4/4/25

[Signature]
Notary Public

To Whom It May Concern:

2/20/2024

I am requesting extinguishment of this ROW so that I can build a 30 x 50 barn, on the south side of my property.

See other attachments.

Thank you-

Jeff Armstrong

(815)901-6919

EXHIBIT 'A'

Legal Description of Easement to be Extinguished

The South 33.00 feet of the South half of the Northeast quarter of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 22, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Except the West 33.00 feet and the East 40.00 feet thereof.



EXHIBIT 'B'

The South half of the Northeast quarter
of the Southeast quarter of the Southeast
quarter of the Southwest quarter of
Section 22, T.1N.,R.8E.,G.&S.R.B.&M.
Pinal County, Arizona.

ALIGNMENT

ALIGNMENT

6TH AVENUE

ALIGNMENT

APN 103-04-051B

7TH AVENUE

ALIGNMENT

CONESTOGA ROAD

CORTEZ ROAD

Area to be Extinguished
South 33.00 Feet, EXCEPT
the West 33.00 Feet and the
East 40.00 Feet Thereof

**EASEMENT EXTINGUISHMENT
EXHIBIT**

Southwest quarter Section 22, T.1N.,R.8E.
of the Gila and Salt River Base and Meridian,
Pinal County, Arizona



Graphic Scale in Feet



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

DATE/TIME: 11/20/2020 1043
FEE: \$30.00
PAGES: 3
FEE NUMBER: 2020-120721

Recorded at the request of *Clear Title Agency of Arizona*
When recorded mail to:

Jeff Armstrong and Tricia Armstrong
655 S Conestoga Road
Apache Junction, AZ 85119

Escrow No.: 75200409

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we, **James G. Hutchinson, an unmarried man**, the GRANTOR does hereby convey to **Jeff Armstrong and Tricia Armstrong, husband and wife**, the GRANTEE, the following real property situated in **PINAL** County, Arizona:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, RANGE 1 NORTH, TOWNSHIP 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: October 28, 2020

See Signatures and Notary Acknowledgment Page Attached

Escrow No.: 75200409

Signatures and Notary Acknowledgment Page

See acceptance attached hereto and by this reference made a part hereof

James G. Hutchinson
James G. Hutchinson

STATE OF ~~ARIZONA~~ ^{Michigan}

County of Kalamazoo

Subscribed and sworn to before me this 17th day of November 20 20 by James G. Hutchinson

In witness whereof I hereunto set my hand and official seal.

Johanna S. Solis
Notary Public

My Commission Expires: May 11, 2023

JOHANNA S SOLIS
Notary Public - State of Michigan
County of Kalamazoo
My Commission Expires May 11, 2023
Acting in the County of Kalamazoo

**ACCEPTANCE OF COMMUNITY PROPERTY
WITH RIGHT OF SURVIVORSHIP**

This Acceptance is to be attached to that particular Warranty Deed dated October 28, 2020 by and between **James G. Hutchinson**, as Grantors, and **Jeff Armstrong and Tricia Armstrong**, as Grantees.

That each of the undersigned individually and jointly as such Grantees hereby declare that it is their intention to accept this conveyance as community property with right of survivorship and not as joint tenants with right of survivorship and not as tenants in common, and to acquire any interest in said real property under said deed as community property with right of survivorship, and not as joint tenants with right of survivorship and not as tenants in common.

That by the execution and delivery to the Escrow Agent of this "Acceptance of Community Property with Right of Survivorship" the undersigned intend to evidence their acceptance of said deed as community property with right of survivorship, and hereby direct and authorize the Escrow Agent to attach this "Acceptance of Community Property with Right of Survivorship" to such deed upon its execution and delivery and to record this "Acceptance of Community Property with Right of Survivorship" together with such deed.

Dated: November 18, 2020

Jeff Armstrong
Jeff Armstrong

Tricia Armstrong
Tricia Armstrong

State of Arizona

County of Maricopa

) ss.

On November 18, 2020, before me, the undersigned Notary Public, personally appeared **Jeff Armstrong and Tricia Armstrong**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument is/are the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

My Commission Expires: 7/15/2024

Tina M. Pusch
Notary Public



AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 103-04-051B 8

BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?

Check one: Yes ☐ No ☒

How many parcels, other than the Primary Parcel, are included in this sale? 0

Please list the additional parcels below (attach list if necessary):

(1) (2) (3) (4)

2. SELLER'S NAME AND ADDRESS

James G. Hutchinson

655 S Conestoga Road

Apache Junction, AZ 85119

3. (a) BUYER'S NAME AND ADDRESS:

Jeff Armstrong and Tricia Armstrong

1156 E Erie St

Gilbert, AZ 85295

(b) Are the Buyer and Seller related? Yes ☐ No ☒

If Yes, state relationship:

4. ADDRESS OF PROPERTY:

655 S Conestoga Road

Apache Junction, AZ 85119

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

Jeff Armstrong and Tricia Armstrong

655 S Conestoga Road

Apache Junction, AZ 85119

(b) Next tax payment due: April 1, 2021

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

a. ☐ Vacant Land

f. ☐ Commercial or Industrial Use

b. ☒ Single Family Residence

g. ☐ Agricultural

c. ☐ Condo or Townhouse

h. ☐ Mobile or Manufactured Home

☐ Affixed ☐ Not Affixed

d. ☐ 2-4 Plex

i. ☐ Other Use; Specify:

e. ☐ Apartment Building

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 Above, please check one of the following:

a. ☒ To be used as a primary residence.

b. ☐ To be rented to someone other than a "qualified family member."

c. ☐ To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" and "family member."

8. If you checked e or f in Item 6 above, indicate the number of units:

For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION

FINAL

FEE NO

2020-120721

RECORD DATE

11/20/2020

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

a. ☒ Warranty Deed

d. ☐ Contract or Agreement

b. ☐ Special Warranty Deed

e. ☐ Quit Claim Deed

c. ☐ Joint Tenancy Deed

f. ☐ Other:

10. SALE PRICE: \$ 420000 00

11. DATE OF SALE (Numeric Digits): 10 / 2020
Month / Year

12. DOWN PAYMENT \$ 150000 00

13. METHOD OF FINANCING:

a. ☐ Cash (100% of Sale Price)

e. ☒ New loan(s) from financial institution:

b. ☐ Barter or trade

(1) ☒ Conventional

c. ☐ Assumption of existing loan(s)

(2) ☐ VA

d. ☐ Seller loan (Carryback)

f. ☐ Other financing; Specify:

14. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒

(b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property:

15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest:

16. SOLAR / ENERGY EFFICIENT COMPONENTS:

(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒

If Yes, briefly describe the solar / energy efficient components:

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

Clear Title Agency of Arizona

1075 S. Idaho Rd. Ste. 106B, Apache Junction, AZ 85119

(480)278-8475

18. LEGAL DESCRIPTION (attach copy if necessary):

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

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent

State of _____, County of _____

Subscribed and sworn to before me on this _____ day of _____, 20____

Notary Public

Notary Expiration Date

DOR FORM 82162 (02/2019)

Signature of Buyer / Agent

State of Arizona, County of Maricopa

Subscribed and sworn to before me on this 18th day of Nov, 2020

Notary Public

Notary Expiration Date



TINA M. PUSCH
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 587194
Expires July 15, 2024

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 103-04-051B 8

BOOK MAP PARCEL SPLIT

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How many parcels, other than the Primary Parcel, are included in this sale? 0

Please list the additional parcels below (attach list if necessary):

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James G. Hutchinson

655 S Conestoga Road

Apache Junction, AZ 85119

3. (a) BUYER'S NAME AND ADDRESS:

Jeff Armstrong and Tricia Armstrong

1156 E Erle St

Gilbert, AZ 85295

(b) Are the Buyer and Seller related? Yes ☐ No ☒

If Yes, state relationship:

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Jeff Armstrong and Tricia Armstrong

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FOR RECORDER'S USE ONLY

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

a. ☒ Warranty Deed

d. ☐ Contract or Agreement

b. ☐ Special Warranty Deed

e. ☐ Quit Claim Deed

c. ☐ Joint Tenancy Deed

f. ☐ Other:

10. SALE PRICE:

\$

420000 00

11. DATE OF SALE (Numeric Digits):

10 / 2020

Month / Year

12. DOWN PAYMENT

\$

150000 00

13. METHOD OF FINANCING:

a. ☐ Cash (100% of Sale Price)

e. ☒ New loan(s) from financial institution:

b. ☐ Barter or trade

(1) ☒ Conventional

c. ☐ Assumption of existing loan(s)

(2) ☐ VA

d. ☐ Seller loan (Carryback)

(3) ☐ FHA

f. ☐ Other financing; Specify:

14. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒

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1075 S. Idaho Rd. Ste. 106B, Apache Junction, AZ 85119

(480)278-8475

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

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Signature of Seller / Agent

State of Michigan County of Kalamazoo

Subscribed and sworn to before me on this 17th day of November 20 20

Notary Public

Notary Expiration Date May 11, 2023

DOR FORM 82162 (02/2019)

Signature of Buyer / Agent

State of County of

Subscribed and sworn to before me on this day of 20

Notary Public

Notary Expiration Date

JOHANNA S SOLIS
Notary Public - State of Michigan
County of Kalamazoo
My Commission Expires May 11, 2023
Acting in the County of Kalamazoo

Signed in Counterpart

EXHIBIT "A"

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, RANGE 1 NORTH, TOWNSHIP 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

Copyright © 2011



Clear Title Agency of Arizona
2901 E. Camelback Rd., Suite 100
Phoenix, AZ 85016
Phone: (480)278-8484

November 25, 2020

Jeff Armstrong and Tricia Armstrong
655 S Conestoga Road
Apache Junction, AZ 85119

Escrow No.: **75200409**
Property Address: **655 S Conestoga Road, Apache Junction, AZ 85119**

We sincerely appreciate your choice of Clear Title Agency of Arizona when selecting a title company for your recent transaction. Thank you for your trust in us. We have enclosed your Policy of Title Insurance and our Privacy Policy. Please keep these in a safe place along with your other important personal documents.

The Policy of Title Insurance has three sections:

- The "Policy Jacket" outlines the terms and conditions of the policy coverage.
- "Schedule A" indicates the policy coverage amount of insurance issued, type of title insurance policy, legal description of the property and the name of the Insured Parties.
- "Schedule B" specifically indicates the matters which are excluded from title insurance coverage.
- Any Applicable title insurance policy Endorsements.

A Policy may also have endorsements which add or change coverage. Those may also be attached as needed.

Please contact us with any questions or concerns. You may also find more information about us and the services we offer at our website, www.cleartitleaz.com.

Thank you again for the opportunity to be the settlement agent and issuer of title insurance on this transaction. We sincerely hope that you will consider remaining a customer of Clear Title Agency of Arizona and allow us the opportunity to earn your business in the future.

Sincerely,

A handwritten signature in black ink that reads "James A. Clifford". The signature is written in a cursive, flowing style.

James A. Clifford
President



First American Title™

Homeowner's Policy of Title Insurance For a One-to-Four Family Residence

ISSUED BY

First American Title Insurance Company

Eagle Policy

POLICY NUMBER

5020500-0760854e

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 2 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 3
- Exclusions on page 4
- Conditions on pages 4, 5 and 6.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 4.

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy – and not this sheet – is the legal document,

YOU SHOULD READ THE POLICY VERY CAREFULLY.

If You have any questions about Your Policy, contact:

FIRST AMERICAN TITLE INSURANCE COMPANY

**1 First American Way
Santa Ana, California 92707**

Homeowner's Policy of Title Insurance for a One-to-Four Family Residence

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First American Title™

Homeowner's Policy of Title Insurance For a One-to-Four Family Residence

ISSUED BY

First American Title Insurance Company

Eagle Policy

5020500-0760854e

As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 4
- The Conditions on pages 4, 5 and 6

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substancesunless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.

13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; or
 - f. environmental protection,if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
 - a. You are unable to obtain a building permit;
 - b. You are required to correct or remove the violation; or
 - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
 - a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under section 4 of the Conditions.

This Policy is not complete without Schedules A and B.

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS**1. DEFINITIONS**

- a. Easement – the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity – a legal entity or Trust established by a Natural Person for estate planning.
- c. Known – things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land – the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person – a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date – the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records – records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title – the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust – a living trust established by a Natural Person for estate planning.
- k. We/Our/Us – First American Title Insurance Company.
- l. You/Your – the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of a Trust or any Estate Planning Entity to whom You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.** Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- b. Proof Of Your Loss

- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or

defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
 - (1) Your actual loss;
 - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
 - (3) the Policy Amount then in force.
 and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
 - (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
 - (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
- d. All payments We make under this Policy reduce the Policy Amount then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and
 - (3) If Your claim is covered only under Covered Risk 16, 18,

19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.

- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
- (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract

between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

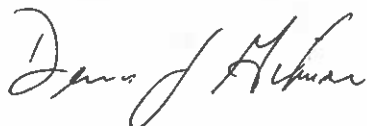
- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

For Reference:

File #: 75200409

Loan #: 200907533

Issued By:

Clear Title Agency of Arizona, LLC

1075 S. Idaho Rd., Suite 106B

Apache Junction, AZ 85119

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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First American Title™

**Homeowner's Policy of Title Insurance
For a One-to-Four Family Residence**

ISSUED BY

First American Title Insurance Company

Eagle Schedule A

POLICY NUMBER

5020500-0760854e

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: 75200409

Premium: \$1,788.00

Policy Amount: \$420,000.00

Policy Date (and Time): November 20, 2020 at 10:43 AM

Deductible Amounts and Maximum Dollar Limits of Liability for Covered Risk 16, 18, 19 and 21:


	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

Street Address of the Land: 655 S Conestoga Road, Apache Junction, AZ 85119

1. Name of Insured: Jeff Armstrong and Tricia Armstrong, husband and wife, as community property with right of survivorship
2. Your interest in the Land covered by this Policy is: Fee Simple
3. The Land referred to in this Policy is described as:
SEE EXHIBIT A ATTACHED HERETO

James A. Clifford
President
Clear Title Agency of Arizona

(This Schedule A valid only when Schedule B is attached)


 First American Title™	Homeowner's Policy of Title Insurance For a One-to-Four Family Residence
	<small>ISSUED BY</small> First American Title Insurance Company
Eagle Schedule B	<small>POLICY NUMBER</small> 5020500-0760854e

File No.: 75200409

EXCEPTIONS

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Second installment of 2020 taxes, a lien, payable on or before March 1, 2021, and delinquent May 1, 2021.
2. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
5. Any charge upon said land by reason of its inclusion in Superstition Mountains Community Facilities District No. 1 pursuant to City of Apache Junction Resolution No. 95-15, as disclosed by Notice of Formation recorded July 23, 1992 as Docket 1841, Page 208 and amended August 30, 1994 as Docket 2037, Page 777.
6. All matters as set forth in Ordinance No. 121207-AQ1, recorded January 08, 2008 as 2008-001862 of official records
7. All matters as set forth in Resolution No. 121207-AQ2, recorded January 08, 2008 as 2008-001863 of official records
8. All matters as set forth in Resolution No. 072314-AQ1, recorded July 30, 2014 as 2014-043883 of official records
9. All matters as set forth in Non Exclusive Franchise for Southwest Gas Corporation, recorded June 21, 2016 as 2016-039825 of official records
10. Water rights, claims or title to water, whether or not shown by the public records.
11. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$273,000.00
Dated: November 18, 2020
Recorded: November 20, 2020
Recorded in: Document No. 2020-120722
Trustor: Jeffery Armstrong and Tricia Armstrong, husband and wife
Trustee: Clear Title Agency
Beneficiary: Mortgage Electronic Registration Systems, Inc., ("MERS"), solely as nominee for Opendoor Home Loans LLC

 First American Title™	Homeowner's Policy of Title Insurance For a One-to-Four Family Residence
	<small>ISSUED BY</small> First American Title Insurance Company
Eagle Exhibit A	<small>POLICY NUMBER</small> 5020500-0760854e

File No.: 75200409

The Land referred to herein below is situated in the County of PINAL, State of Arizona, and is described as follows:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, RANGE 1 NORTH, TOWNSHIP 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

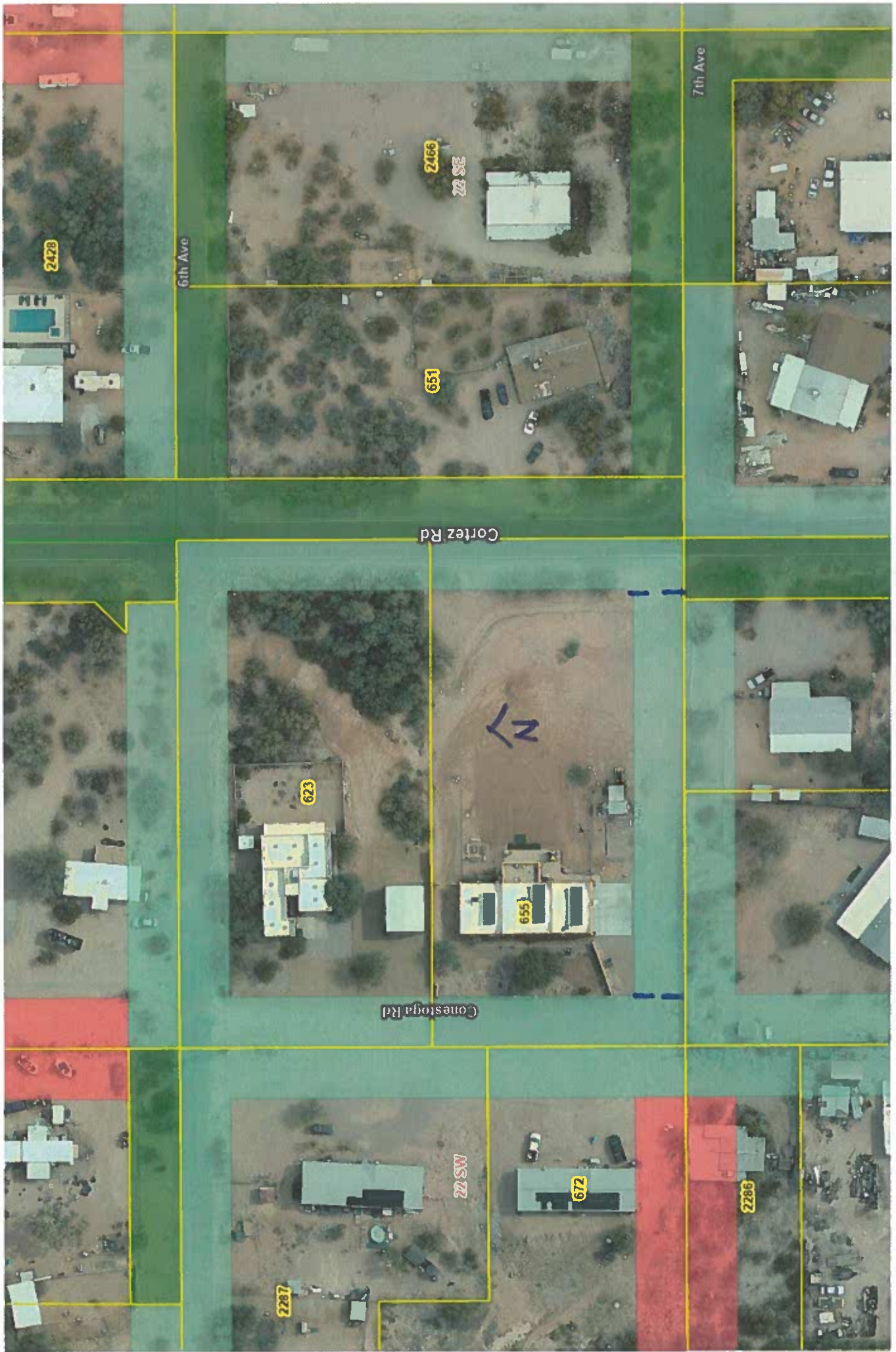
EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

2/27/2024

Charles Briggs spoke with Jeff Armstrong regarding a survey. Jeff is working on getting one done.

Please use this memo as a placeholder until we receive it.

If it is not received in time, this item will be moved to the April 16, 2024 meeting.



STATE OF ARIZONA, County of Pinal; No. 175546
I do hereby certify that the within instrument was filed and recorded at request of Corinne M. Fletcher
on AUG 15 1958 at PHOENIX No. 210 478
Page 1 Records of Pinal County, Arizona.
WITNESS my hand and official seal the day and year first above written.
DOCKET 210 478
By BOPHIE M. SMITH, County Recorder,
Ariz. Deputy

The United States of America,

Do all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Phoenix, Arizona, has been issued showing that full payment has been made by the claimant
Corinne M. Fletcher,

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Gila and Salt River Meridian, Arizona.

T. 1 N., R. 8 E.,

Sec. 22, NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$.

The area described contains 2.50 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States all oil, gas and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located along the boundaries of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the
FIFTEENTH day of **JANUARY** in the year of
our Lord one thousand nine hundred and **FIFTY-EIGHT**
and of the Independence of the United States the one hundred
and **EIGHTY-SECOND**.

For the Director, Bureau of Land Management.

By Rose M. Beall
Chief, Patent Section.

Patent Number 1178717

Arizona 06944

The United States of America,

To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at **Phoenix, Arizona**, has been issued showing that full payment has been made by the claimant **Corinne M. Fletcher**, pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Gila and Salt River Meridian, Arizona.

T. 1 N., R. 6 E.,

Sec. 22, NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$.

The area described contains **2.50** acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States all oil, gas and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding **33** feet in width, for roadway and public utilities purposes, to be located **along the boundaries of said land.**

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **FIFTEENTH** day of **JANUARY** in the year of our Lord one thousand nine hundred and **FIFTY-EIGHT** and of the Independence of the United States the one hundred and **EIGHTY-SECOND.**

(SEAL)

For the Director, Bureau of Land Management.

By Rose M. Beall

Chief, Patents Section.

Patent Number 1178717

T & J PRO 984 LLC
JEFFERY OR TRICIA ARMSTRONG
1156 E. ERIE STREET
GILBERT, AZ 85295
(815)901-6819

2469
91-8744/1221

2-21 20 24

PAY TO THE
ORDER OF

Make Another ~~At~~ Ake Distack
three hundred fifty ⁰⁰/₁₀₀

\$ 350 ⁰⁰/₁₀₀

DOLLARS



Security
Features
Details on
Back

MidFirst Bank

FOR

Receipts

Jeff Ake

MP