WATER UTILITY EASEMENT EXTINGUISHMENT SUBMITTAL CHECKLIST



- 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
- 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

1161211 E

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

√ 0k CB 2/26/24

^{*}Exhibits A and B must be recordable pursuant to Pinal County Recorder's Office requirements.

WATER UTILITY EASEMENT EXTINGUISHMENT APPLICATION

Name of Applicant(s): RANDY SCOTT ELLIS
Mailing Address/City/State/Zip: 415 E ALAMEDA DR TEMPE XZ 8528
Contact Number: 623-258-3677 E-mail address: MAILRANDYELLIS@ GMAIL. COM
Tax Parcel #: 103-21-0241
Location of Easement requested for extinguishment:
IN THE CENTER OF THE PARCEL, AS SHOWN ON
EXHIBITS A + B
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.
Applicant Signature Applicant Signature
STATE OF ARIZONA) COUNTY OF MUNICUPU) ss.
Subscribed and sworn before me this 7th day of June, 2023by
RUNUY ELLIS
My Commission Expires: 08/05/2025 White the contraction of the contr
My Commission Expires:
Notary Public

Randy Ellis
Floor Creek Rod
Boyfield, Co & 1122
970. 501.0769
mailrandyellis@gmail.com

Apache Junction Water Utility Community Facilities District 300 E. Superstition Springs Blvd., Bldg. D Apache Junction, AZ 85119

February 16, 2024

To whom it may concern,

As the owner of parcel no. 103-21-024J ("Property") in Apache Junction, I am formally requesting the water easement extinguishment from the Apache Junction Facilities District for this Property. The easement is shown on Exhibit B. The reasons for this request are as follows:

- The owner wishes to gain full and complete use of the Property by removing any limitations imposed upon the Property by the easement.
- This Property used to consist of two parcels and the easement ran between these parcels.
 However, the parcels have been combined and the easement is now in the middle of the Property. The use and development as well as future development of the property by the owner as a single parcel has eliminated the need to keep and preserve the easement.
- All other utility companies, including the City of Apache Junction, have extinguished their
 rights to the easement in September of 2002 (fee no. 2002-051497), further supporting evidence
 that the need to keep and preserve the easement no longer exists.

Attached is the submittal checklist and all supporting documents required for the extinguishment.

Please do not hesitate to reach out to me with any questions.

Sincerely,

Randy/Ellis Property Owner

EXHIBIT A

PATENT EASEMENT EXTINGUISHMENT LEGAL DESCRIPTION

APN 103-21-024J

THAT PART OF THE PATENT ROADWAY AND UTILITY EASEMENT FOUND IN GOVERNMENT PATENT NO. 1158731 WITHIN PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE EAST 33.00 FEET OF THE NORTH 280.15 FEET OF THE SOUTH 330.15 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; AND

THAT PART OF THE PATENT ROADWAY AND UTILITY EASEMENT FOUND IN GOVERNMENT PATENT NO. 1158723 WITHIN PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE WEST 33.00 FEET OF THE NORTH 280.15 FEET OF THE SOUTH 330.15 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.

THE ABOVE EASEMENT EXTINGUISHMENT AREA LEGAL DESCRIPTION CONTAINS A COMPUTED AREA OF 18,490 SQ. FT. MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD OR OTHERWISE.

PREPARED BY:

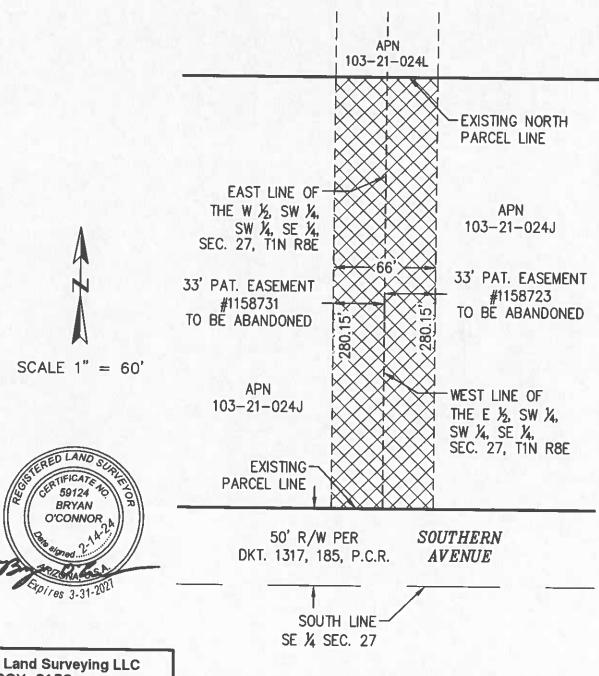
GLOBAL LAND SURVEYING LLC P.O. BOX 2132 PEORIA, AZ 85380

PROJECT NO. 2303028A



EXHIBIT B

PATENT ROADWAY & UTILITY EASEMENT EXTINGUISHMENT AREA



Global Land Surveying LLC P.O. BOX 2132 PEORIA, ARIZONA 85380 623 328-9424 JOB# 2303028A Page 2 of 2

PATENT EASEMENT EXTINGUISHMENT AREA

RECORDING REQUESTED BY DRIGGS TITLE AGENCY, INC. WHEN RECORDED MAIL TO: RANDY SCOTT ELLIS 7198 E. SUPERSTITION VIEW DR. APACHE JUNCTION, AZ 85119

PI

OFFICIAL RECORDS OF PINAL COUNTY RECORDER Virginia Ross

Electronically Recorded

DATE/TIME:

03/15/2019 1027

FEE:

\$20.00

5

PAGES:

FEE NUMBER: 2019-018041

ESCROW NO. 19-03-146423MT 3/

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Forrest L. Peterson Trustee, and any Successor(s) Trustees under The Forrest L. Peterson Trust under Agreement, dated August 16, 2018, as GRANTOR(s)

do/does hereby convey to

Randy Scott Ellis, an unmarried man as GRANTEE(s)

the following real property situated in Pinal-County, Arizona:

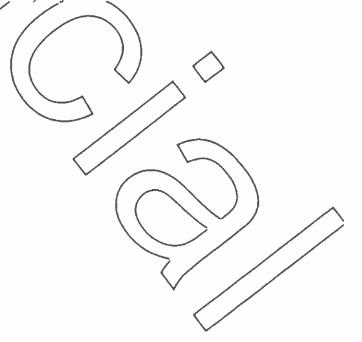
SEE ATTACHMENT "A"

Pursuant to ARS 33-404, Beneficiaries names and addresses under said trust(s) are disclosed in Trust Certification(s) attached hereto.

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: March 12, 2019



Warranty Deed
Escrow No. 19-03-146423MT APN #: 103-21-024J
Grantor(s):
BY: Joyan Janier Trustee
State of ARIZONA }
County of PINAL MALICOPA SS:
On 3-14-19 (hefore me the undersigned Notary Public personally appeared Forest I.
On
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official-seal. Signature My Commission Expires: // 77/77
MARI K. SEGROVE-TARRANT Notary Public - Arizona Maricopa County Commission # 553317
My Comm. Expires Nov 22, 2022

Exhibit "A"

The South half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 27, Township 1 North Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South 50.00 feet thereof; and

EXCEPT the East 33.00 feet thereof; and

EXCEPT-the West 40.00 feet thereof; and

EXCEPT a 20.00 foot by 20.00 foot cutoff described as follows:

BEGINNING at the Southeast corner of the Southwest quarter of the Southwest quarter of the Southeast quarter;

THENCE continuing an assumed bearing of North 70.00 feet;

THENCE West 33.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing Southwesterly approximately 28:28 feet to a point 50.00 feet North and 53.00 feet West of the Southeast corner of the Southwest quarter quarter of the Southwest quarter quart

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EXCEPT a 20.00 foot by 20.00 foot cutoff described as follows:

BEGINNING at the Southwest corner of the Southwest quarter of the Southwest quarter of the Southeast quarter.

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THENCE East 40.00 feet to the TRUE POINT OF BEGINNING;

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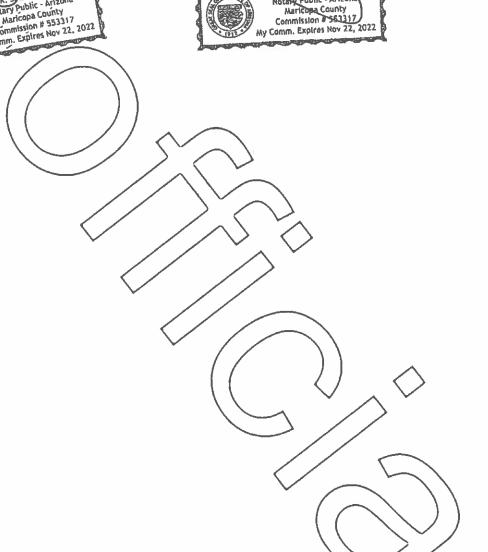
THENCE North 20.00 feet to the TRUE POINT OF BEGINNING.

APN: 103-21-024J

BENEFICIARIES INFORMATION (to be attached to the deed(s) to be recorded) (A.R.S. 33-404)

221-25 To the test of the deed
NAME OF TRUST: Forrest L. Peterson Trust under Agreement
BENEFICIARIES:
NAME: Forrest L. Peterson
ADDRESS: 1888 E. 18th Ave., Apache Junction AZ 85119
TERRITOR. 1000 D. Total 1800, P. Paulo Sundividu P.E. 6511)
NAME:
ADDRESS:
NAME:
ADDRESS:
NAME;
ADDRESS:

AFFIDAVIT OF PROPERTY VALUE	
1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s) Primary Parcel: 103 - 21 - 0241 - BOOK MAP PARCEL SPLIT Does this sale include any parcels that are being split / divided?	COUNTYPORTECORDERSTISE ON NAL FEE NO 2019-018041 RECORD DATE 03/15/2019
Check One: Yes No No How many parcels, other than the Primary Parcel, are included in this sale? Please list the additional parcels below (no more than four): 1. 3. 24.	
2. Sellers Name and Address	9. TYPE OF DEED OR INSTRUMENT (Check Only One
Forrest L. Peterson Trustee, and any Successor(s) Trustees under The Forrest L. Peterson Trust under Agreement, dated	Box): a. Warranty Deed: d. Contract or Agreement:
August 16, 2018	b. Special Warranty Deed: e. Quit Claim Deed:
0 E. Southern Avenue Apache Junction AZ 85119	c. Joint Tenacy Deed: f. Other:
3. (a) Buyers Name and Address	10. SALES PRICE \$278,000.00
Randy Scott Ellis 7198 E.Superstition View Dr.	11. DATE OF SALE (Numeric Digits): 03 / 2019
Apache Junction AZ 85119	12. DOWN PAYMENT \$278,000.00
(b) Are the Buyer and Seller related? Yes III No III	13-METHOD OF FINANCING:
If yes state relationship	a. Cash (100% of Sale b. Barter or trade:
4. ADDRESS OF PROPERTY: 0 E. Southern Avenue Apache Junction AZ 85119	Price): C. Assumption of existing d. Seller Loan loan(s): Carryback):
5. (a) MAIL TAX BILL TO: Randy Scott Ellis 7198 B.Superstition View Dr. Apache Junction, AZ 85119	e. New loan(s) from financial institution: (1) Conventional (2) FHA (3) VA f. Other financing; Specify:
(b) Next tax payment due 10/01/2019	14. PERSONAL PROPERTY (see reverse side for
6. PROPERTY TYPE (for Primary Parcel): NOTE: Check	definition): (a) Did the Sale Price in Item 10 include Personal Property
Only One Box a. Vacant Land: f. Commercial/Industrial:	that impacted the Sale Price by 5% or more? Yes No 60 No 16
b. Single Family Residence: g. Agricultural:	\$ briefly describe the Personal Property:
c. Condo or h. Mobile or Manufactured	
Townhouse: Home:	15. PARTIAL INTEREST. If only a partial ownership interest is being sold, briefly describe the partial interest:
d. 2-4 Plex: Affixed Not Affixed	NONE
e. 🗎 Apartment Building: i. 🗎 Other Use; Specify:	
7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following: To be used as a primary residence.	16. SOLAR/ENERGY EFFICENT-COMPONENTS: (a) Did the Sale Price in Item 10 include solar energy devices, energy efficent building components, renewable energy equipment or combined heat and power systems that impacted
To be rented to someone other than a "qualified family member."	the Sale Price by 5 percent or more? Yes No Work If Yes, briefly describe the solar/energy efficent components:
Owner occupied not a primary residence.	
See reverse side for definition of a "primary residence,	·
secondary residence" and "family member"	17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):



Legal Description

The South half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 27, Township 1 North Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South 50.00 feet thereof, and

EXCEPT the East 33.00 feet thereof, and

EXCEPT the West 40.00 feet thereof; and

EXCEPT a 20.00 foot by 20.00 foot cutoff described as follows:

BEGINNING at the Southeast corner of the Southwest quarter of the Southwest quarter;

THENCE continuing an assumed bearing of North 70.00 feet;

THENCE West 33.00 feet to the TRUE POINT OF BEGINNING;

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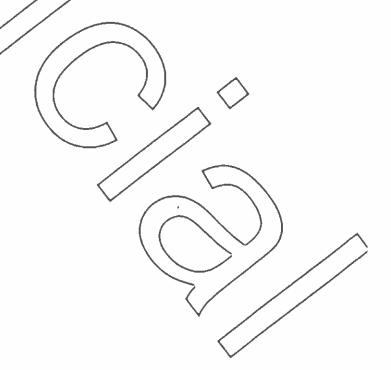
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THENCE West 20.00 feet;

THENCE North 20.00 feet to the TRUE POINT OF BEGINNING.

APN: 103-21-024J



Title Report
220563

Driggs Title Agency, Inc

Commitment

Escrow No.: 19-03-146423MT

In response to the application for a policy of title insurance referenced herein, Driggs Title Agency, Inc hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule B attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

THE POLICIES CONTEMPLATED BY THIS REPORT WILL BE ISSUED BY DRIGGS TITLE AGENCY, INC, UNDERWRITTEN BY ALLIANT NATIONAL TITLE .

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Schedule B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

A CPL is available upon request by any depositing party.

All currently vested owners and all potential owners have been searched for any judgment liens that may affect the property herein described.

Driggs Title Agency, Inc 4500 S. Lakeshore Dr. Suite 270 Tempe, AZ 85282

Kyle Wallace AZ State Manager

Commitment Version: 1

COMMITMENT FOR TITLE INSURANCE

Issued By

Driggs Title Agency, Inc Underwritten by Alliant National Title

SCHEDULE A

Escrow No.: 19-03-146423MT

Commitment Effective Date: February 27, 2019 8:00 A.M. Title No.: 19-03-146423MT

Proposed Coverage:

a. ALTA/CLTA Homeowners Policy (1-4 Family In the Amount of: \$278,000.00 Residence)

Proposed Insured:

Policy (or Policies) to be issued:

Randy Scott Ellis, an unmarried man

b. In the Amount of: \$

Proposed Insured:

c. In the Amount of: \$

Proposed Insured:

2. Title to the estate or interest in the land upon issuance of the Policy shall be:

Fee

3. The Fee estate herein described is currently vested in:

Forrest L. Peterson, Trustee, and any Successor(s) Trustees, under The Forrest L. Peterson Trust under Agreement, dated August 16, 2018

The Fee estate herein described upon issuance of the Policy shall be vested in: Randy Scott Ellis, an unmarried man

4. The land referred to in the Commitment is described as follows: See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

Escrow No.: 19-03-146423MT

:

The South half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 27, Township 1 North Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South 50.00 feet thereof; and

EXCEPT the East 33.00 feet thercof; and

EXCEPT the West 40.00 feet thereof; and

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APN: 103-21-024J

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REQUIREMENTS

Escrow No.: 19-03-146423MT

For the current tax information please, prior to recording contact:

Pinal County Treasurer

31 N. Pinal St. #E

Florence, AZ 85132 Phone No.: (520) 509-3555

(pinalcountyaz.gov)

TAX INFORMATION:

Parcel No.: 103-21-024J

Year: 2018 Full year amount: 1,853.62

1. Proper showing that all regular and special dues, including past due balances and any transfer fees, levied by Superstition Mountains Community Facilities District #1, now due and payable, are paid in full.

Contact phone is 480-983-2212.

2. There are no Deeds of Trust currently of record.

NOTE: Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the Owner of no open Deed of Trust or Mortgages encumbering the land described herein, furnish an Owner's Affidavit of No Liens/ No Open Deed of Trust.**

- Notify the Borrowers herein that "No work is to be done or Materials delivered to the premises" prior to notice by this
 Company that the documents to be insured have been placed of Record.
- 4. Record an "Affidavit of Disclosure" from the seller to the buyer.
- Furnish in the Recording package, a "Certification of Trustee" regarding, The Forrest L. Peterson Trust under Agreement, dated August 16, 2018. Trustee is Forrest L. Peterson.

Also furnish that portion of the Certification named "Beneficiaries' Disclosure" This must be attached to any Deeds to be recorded in this transaction.

6. Record Warranty Deed from Forrest L. Peterson, Trustee, and any Successor(s) Trustees, under The Forrest L. Peterson Trust under Agreement, dated August 16, 2018 to Randy Scott Ellis, an unmarried man, the proposed insured Owner(s).

LENDER'S NOTE: There is located on said land a Vacant Land purportedly known as

0 E. Southern Avenue, Apache Junction, Arizona 85119

NOTE: The following is for informational purposes only:

The current vesting referred to in Schedulc A herein, is pursuant to the following documents of record affecting the chain of title: Warranty Deed, recorded November 29, 2018 in Recording No. 2018-088635, of Official Records from Forrest Peterson and Judy Peterson, husband and wife to Forrest L. Peterson, Trustee, and any Successor(s) Trustees, under The Forrest L. Peterson Trust under Agreement, dated August 16, 2018.

1. In addition, the following documents have been recorded:

Special Warranty Deed, recorded May 11, 2010 in Recording No. 2010-045169, of Official Records from Real Estate Holdings, L.L.C., a Michigan Limited Liability Company to Forrest Peterson and Judy Peterson, husband and wife.

END OF REQUIREMENTS

SCHEDULE B

Escrow No.: 19-03-146423MT

** NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

- 1. Reservations, rights, easements or other matters as may be set forth in the Patent to said land recorded in the office of the County Recorder, or in acts authorizing the issuance thereof.
- 2. Water rights, claims or title to water, whether or not the matters excepted are shown by public records.
- Full Year for the year 2019 a lien not yet due and payable. First half due and payable October 1, 2019 and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year and delinquent on May 1 of that same year.
- 4. Failure of the County Assessor to assess and the County Treasurer to collect taxes on the land and/or improvements referred to herein.
- 5. Liabilities and obligations imposed upon said land by reason of its inclusion within a district formed by the following named company(ies):

Superstition Mountains Community Facilities District #1

6.* Easements, restrictions and set back lines as shown on Survey Maps recorded in Book 22, of Survey, Page 102, in Book 22, of Survey, Page 274, and in Recording No. 2010-040567, of Official Records.

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7.* Easement and rights incident thereto as set forth in instrument:

Recorded: in Docket 1317, Page 185 and in Docket 1474, Page 835, of Official Records

Purpose: Easement for Roadway

8.* Easement and rights incident thereto as set forth in instrument:

Recorded: in Docket 1629, Page 197, of Official Records.

Purpose: Easement for Overhead and Underground Power

9.* Easement and rights incident thereto as set forth in instrument:

Recorded: in Recording No. 2002-051497, of Official Records

Purpose: Public Utility Easement

10. Any covenants, conditions or restrictions that may be of Record.

ATTACHMENT ONE

Escrow No.: 19-03-146423MT

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, hen or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (h) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims, or other matters:
- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage,
- 4. Unenforceability of the licn of the insured mortgage, for the insured at Date of Policy, or the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 5, Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending
- 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and Is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to
- 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

 (i) the transaction creating the interest of the insured mortgagee being deemed a
 - fraudulent conveyance or fraudulent transfer, or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- (iii) the transaction creating the interest of the insured mortgagee being deemed preferential transfer except where the preferential transfer results from the
- (a) to timely record the instrument of transfer; or
- (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which prise by reason of

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (1) the occupancy, use, or enjoyment of the fand; (ii) the character, dimensions or location of any improvement now or bereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or orea of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

- 3. Defects, liens, encumbrances, adverse claims, or other matters;
- (a) created, sufficed, assumed or agreed to by the insured claimant;
 (b) not known to the Company, not recorded in the public records at Date of Company by the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 (c) resulting in no loss or damage to the insured claimant;

- (d) attaching in no toss or carried subsequent to Date of Policy, or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal
- bankruptcy, state insolvency, or similar creditors' rights laws, that is based on (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
- (a) to timely record the instrument of transfer or
- (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above ALTA policy forms, dated 06-17-06, may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

Escrow No.: 19-03-146423MT

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- Pasements, hens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ATTACHMENT ONE (CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (06-17-06) EXCLUSIONS

Escrow No.: 19-03-146423MT

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 any law or government regulation. This includes ordinances, laws and regulations concerning:
- а. 6. building
- zoning Land use
- improvements on Land d.
- e. Land division
- environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy

This Exclusion does not limit the coverage described in Covered risk 14, 15, 16, 17 or 24

- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
- 3. The right to take the Land by condemning it, unless:
 - a, notice of exercising the right appears in the Public Records at the Policy Date: or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

- - a, that are created, allowed, or agreed to by You, whether or not they appear in
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear 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.d, 22, 23, 24, or 25.
- 5. Faihne 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 18.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs. Attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land, (ii) the character, dinecisions or location of any improvements now or hereafter erected on the Land, (iii) a suparation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at
- alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exterise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this realize. policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

 (a) created, suffered, assumed or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25,
- (c) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the hen of the insured Mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
- 5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
- Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(c) and 26.
- 7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Coverage Risk 8.
- R. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the exercise of which are Known to the Insured at:
- (a) The time of the advance: or
- (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
- 9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

PRIVACY POLICY NOTICE

Purpose of Notice:

Alliant National Title Insurance Company and Driggs Title Agency respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:
In the course of our business, the types of personal information that we may collect about you include:
Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
Information about your transactions with us, our affiliated companies, or others,
Information from consumer or other reporting agencies.

Use and Disclosure of Information:
We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your mansaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes: This notice may be revised in accordance with applicable privacy laws.

Disclosure Statement

Escrow No.: 19-03-146423MT

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- (a) Print must be ten-point type or larger.
- (b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including, but not limited to, notaries, signatures, and page numbers.
- (c) Each instrument shall be no longer than 8 1/2 inches in width and 14 inches in length.

First half taxes are due on October 1 of the taxable year, and become delinquent on November 1. Second half taxes are due on March 1 of the following year, and become delinquent on May 1.

Arizona notaries who have renewed their commission after July 20, 1996 must use an ink seal; embosser seals will not be accepted subsequent to such renewal.

A COPY OF THIS COMPANY'S PRIVACY POLICY NOTICE IS ATTACHED HERETO FOR YOUR REVIEW. IF, FOR ANY REASON, YOU DO NOT FIND IT ATTACHED AND YOU WISH TO REQUEST A COPY, PLEASE CALL OUR OFFICE AT (602) 589-5300.

Closing Protection Letter

Eserow No.: 19-03-146423MT

Pursuant to ARS 6-841.02, a real property escrow agent that is a title insurance agent shall disclose to the buyer and seller of a residential dwelling that the title insurer may offer a closing protection letter that provides for the loss of escrow monies due to fraud or dishonesty of the escrow agent to both buyer and seller. This disclosure applies only to transactions involving a buyer and seller of a residential dwelling (an owner occupied structure or an investment that is designed for residential use by four or fewer families).

Pursuant to ARS 76-841.03, be advised that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States Government. Said funds are, however, deposited in a custodial escrow account at a banking institution whose accounts are insured by the Federal Deposit Insurance Corporation.

Deposit of Monies

Pursuant to ARS Section 6-834, as a depositing party to an escrow transaction you have the right to earn interest by having your funds deposited into an interest bearing account.

Driggs Title Agency, Inc will establish a separate interest bearing account if you elect to have your funds carn interest. Our fee for this service is \$50.00.

Your funds will earn interest at the prevailing rate of interest paid by the financial institution into which the funds have been deposited.

The following is an example of the amount of interest you might receive for a \$1,000.00 deposit of a typical escrow transaction. The interest rate will be determined by the bank and may change from time to time based on the then prevailing rate offered by the bank.

Example: \$1,000.00 Deposit Interest rate of 1.50% Based on a thirty day period = \$1.23

Driggs Title Agency, Inc or its underwriter shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instruction, nor shall Driggs Title Agency, Inc or its underwriter be liable for any loss or impairment resulting from the failure, insolvency or suspension of financial institution.

Should you wish to receive interest on your deposit, or acquire a closing protection letter, please contact: Mari Tarrant at 480 237 4105

Arizona 0984

The United States of America,

To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant Lillie Saffels Bell.

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. 27. IDESIDESIDES

The area described contains 5 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 coal, 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 lead.

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
NINTH day of APRIL in the year of
our Lord one thousand nine hundred and FIFTY-SIX
and of the Independence of the United States the one hundred
and EIGHT LETH.

For the Director, Bureau of Land Management.

By Acting Chief, Patents Section.

[SEAL]

Patent Number 1158723

The United States of America,

WHEREAS, a Certificate of the Land Office at ... Phobnix: Arizona; is now deposited in the Bureau of Land Management, whereby it appears that full havment has been made by the claimant.

pursuant to the provisions of the Act of Congress approved June 1, 1988 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for homo and other sites," and the acts supplemental thereto, for the following described land:

"Gila and Salt River Meridian, Arlzona.

T. 1 N., R. B E.,

Sec. 27. WASWLSHASEL .

... The area described contains ... 5% 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 tast fulles and provided. HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT mist the said claimant. And to the heirs of this said claimant. The Tract above described ITO HAVE AND TO HOLD the same, together with all the rights privileges, immunities, and sophitabilities of whished the heirs the bounding into the said claimant. And to the heirs and sasigns of the said claimant, forever? subject to any vested and accrued water rights for mining, agricultural manufacturing of other purposes, and lights to discuss and reservoirs used in connection with such water rights, as have be recognized and school edged by the local mustoms, laws, and decisions of courts and there is reserved from the lands hereby granted, a right-of way thereon for disches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, all coal oil, gas, and other mineral deposits. In the land so patented, together with the right to prospect for mine, and remove the saids according to the provisions of said Act of Juhe 1,1988. This patent is subject to a right-of-way not arceeding 33 feet in width; for foldows and public utilities purposes, to be located. along the boundaries of said land.

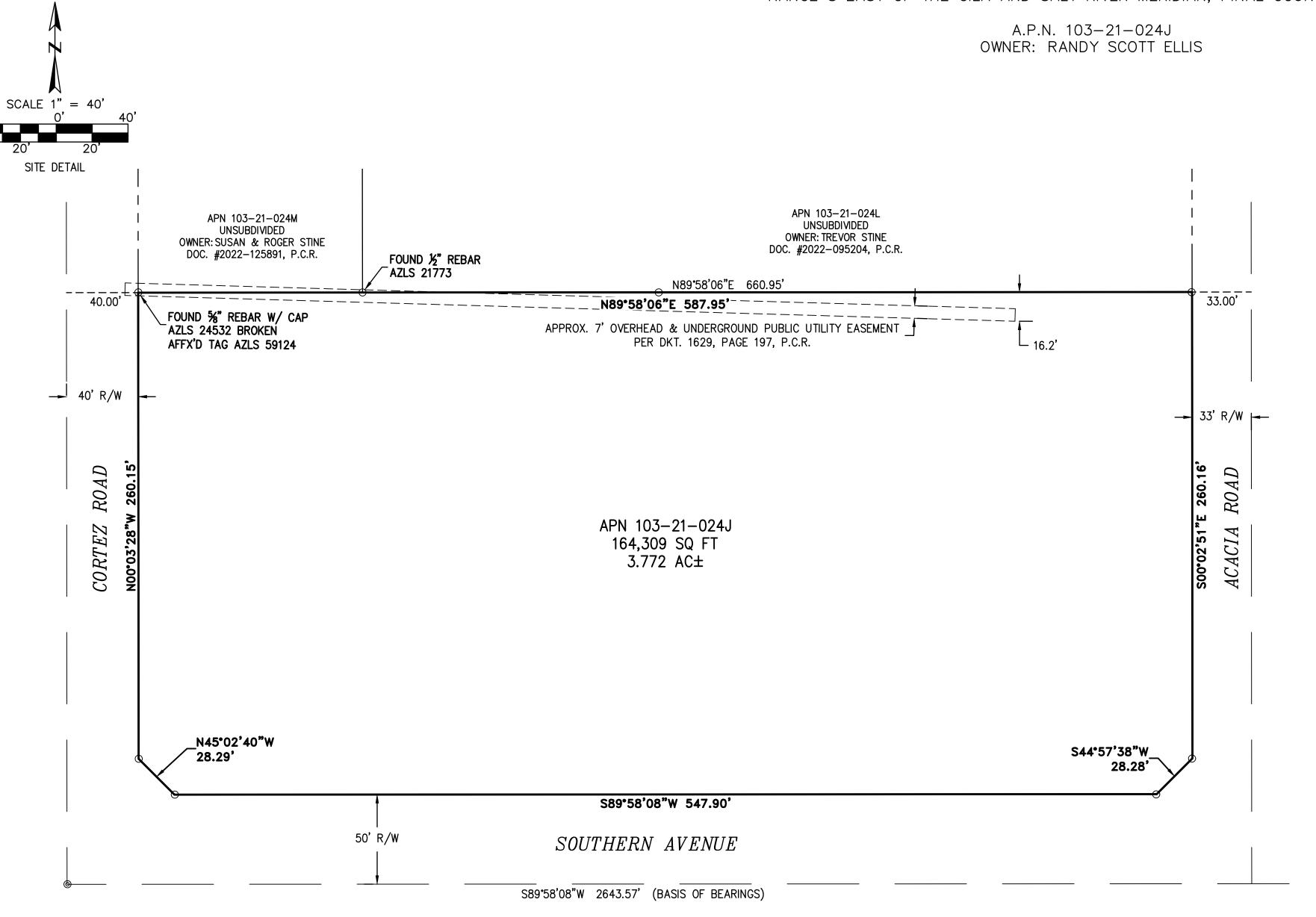
Is Described by Whitelever the indurationed bitters of the Buryan of the Act of June 17, 1948 (62 State 476) has in the provisions of the Act of June 17, 1948 (62 State 476) has in the pairs of the United States, catased these interests to be made Patent and the Seal of the Buryand to be incounted affect.

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RESULTS OF SURVEY

OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.



LEGAL DESCRIPTION: (FROM DOC. #2019-018041, P.C.R.)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE SOUTH 50.00 FEET THEREOF; AND
EXCEPT THE EAST 33.00 FEET THEREOF; AND
EXCEPT THE WEST 40.00 FEET THEREOF; AND
EXCEPT A 20.00 FOOT BY 20.00 FOOT CUTOFF DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE CONTINUING AN ASSUMED BEARING OF NORTH 70.00 FEET:

THENCE CONTINUING AN ASSUMED BEARING OF NORTH 70.00 FEET;
THENCE WEST 33.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTHWESTERLY APPROXIMATELY 28.28 FEET TO A POINT 50.00 FEET NORTH AND 53.00 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;
THENCE FACT 20.00 FEET.

THENCE EAST 20.00 FEET;
THENCE NORTH 20.00 FEET TO THE TRUE **POINT OF BEGINNING**; AND
EXCEPT A 20.00 FOOT BY 20.00 FOOT CUTOFF DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER.

THENCE CONTINUING AN ASSUMED BEARING OF NORTH 70.00 FEET: THENCE EAST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY APPROXIMATELY 28.28 FEET TO A POINT 50.00 FEET NORTH AND 80.00 FEET EAST OF THE SOUTH QUARTER CORNER OF SECTION 27;

THENCE WEST 20.00 FEET;
THENCE NORTH 20.00 FEET TO THE TRUE **POINT OF BEGINNING**.

SURVEY NOTES:

- 1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT FROM DRIGGS TITLE AGENCY, INC, TITLE NO. 19-03-146423MT AND THE PROPERTY IS SUBJECT TO ALL MATTERS OF RECORD NOT SHOWN HEREON.(SCHEDULE B ITEM NO. 7 IS NOT AVAILABLE TO THE PUBLIC AND SHOULD BE PROVIDED BY TITLE)
- 2. THIS PROPERTY IS ZONED: PAD (APACHE JUNCTION JURISDICTION)

REFERENCES USED:

WARRANTY DEED FILED IN DOCUMENT #2019-018041, P.C.R. RECORD OF SURVEY FILED IN BOOK 22 OF MAPS, PAGE 102, P.C.R. RECORD OF SURVEY-LOT LINE ADJUSTMENT FILED IN FEE# 2010-040567, P.C.R. OVERHEAD UTILITY EASEMENT FILED IN DKT. 1629, PAGE 197, P.C.R.

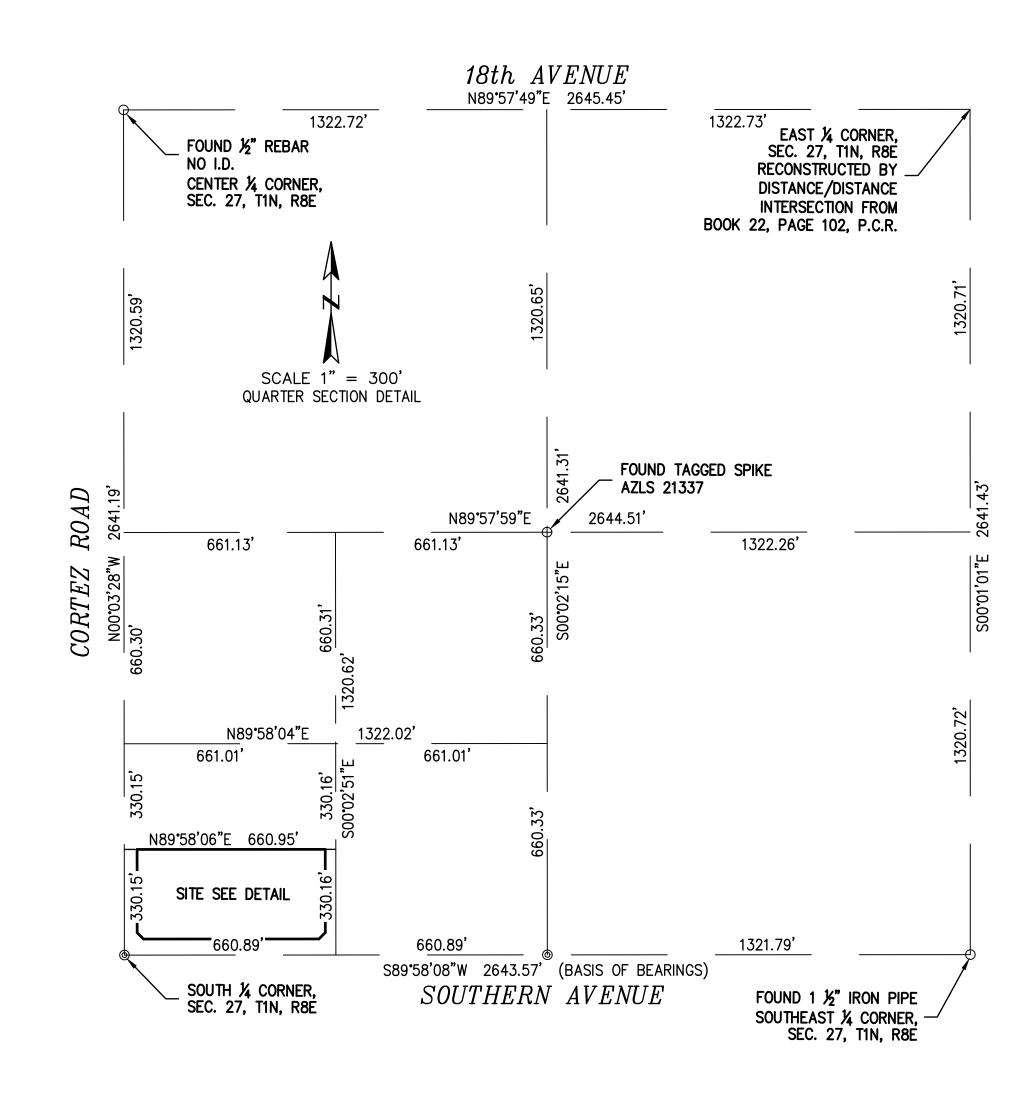
BASIS OF BEARINGS:

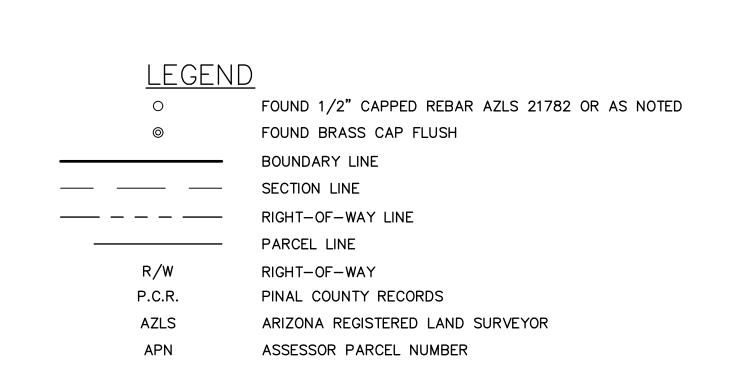
S 89°58'08" W (ASSUMED), ALONG THE MONUMENTED SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AS SHOWN HEREON.

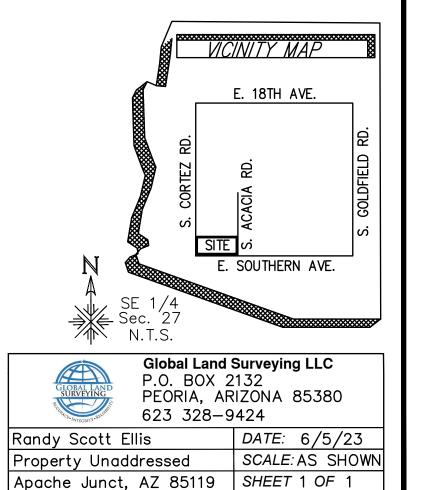
SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THE SURVEY OF THE DESCRIBED AND SURVEYED PROPERTY HEREON WAS MADE BY MYSELF OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MAY 2023, AND THAT THIS SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



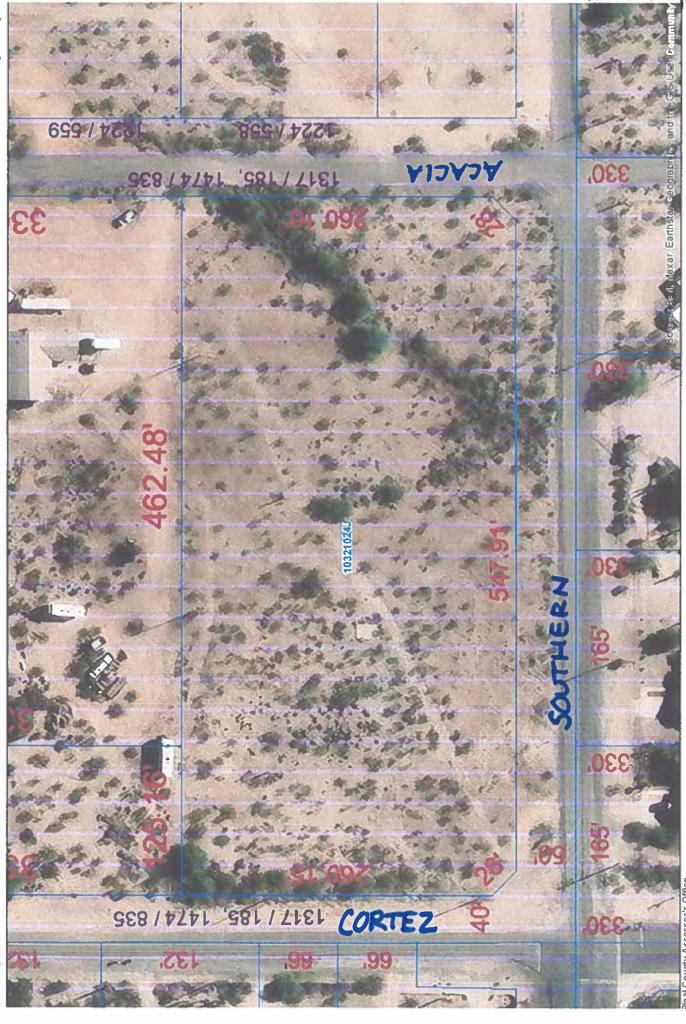






SEC.27 T 1N R 8E JOB# 2303028





Pinal County Assessor's Office of Box 709

31 N Pinal St Forence, AZ 85132 320,866,6361

Disclaimer: Pinal County does not guarantee that any information contained within this dataset or map is accurate, complete, or current. This data is for informational use only and does not constitute a legal document for the description of these properties. The Pinal County disclaims any responsibility or tany direct or indirect damages resulting from the use of this data. The boundaries depicted within this dataset or map are for illustrative purposes only. Users should independently research, investigate, and verify all information before relying on this map in the preparation of legal documents.

