### WATER UTILITY EASEMENT EXTINGUISHMENT SUBMITTAL CHECKLIST

X	1.) Complete the application form
X	2.) Attach written statement giving reasons for extinguishment, including the following exhibits titled:  Exhibit A - Legal Description of Easement to be Extinguished*
X	<ul> <li>3.) Attach drawing/map showing area in crosshatching to be extinguished, titled Exhibit B*</li> <li>(MUST be black and white, no color or copies from a colored original accepted.)</li> </ul>
X	4.) Attach proof of property ownership (deed & assessor parcel records)
X	5.) Attach title report showing all encumbrances on property
X	6.) Attach survey showing existing easement boundaries/locations
X	7.) Attach copy of tract map roadway and utility easement/reservation. (Pinal County Parcel Map)
	<ul> <li>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:</li> <li>\$350 application filing processing fee</li> <li>\$100 additional extinguishment processing fee if approved by Water board</li> </ul>
	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

<sup>\*</sup>Exhibits A and B must be recordable pursuant to Pinal County Recorder's Office requirements.

# WATER UTILITY EASEMENT EXTINGUISHMENT APPLICATION

Name of Applicant(s): WW CLYDE & CO
Mailing Address/City/State/Zip: 1861 E. 12TH AVENUE APACHE JUNCTION, AZ 85119
Contact Number: 801-802-6950 E-mail address: sfolsom@clydeinc.com
Tax Parcel #: 10319021A   10319023A   103190300   103190550   10319029D
Location of Easement requested for extinguishment:
See Exhibit B - Blount Clyde Easement Exhibit for Abandonment
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 Utan ) ) ss. COUNTY OF Utah )
Subscribed and sworn before me this 13 day of NOVEMBER , 2023 by
Dustin Olson
My Commission Expires:  02-17-2025  My Commission Expires:
Notary Public
My Commission Expires:
Notary Public
ivous soule







December 19, 2023

Apache Junction Water Utilities CFD 300 East Superstition Boulevard Apache Junction, AZ 85119

Re: Utility Easement Extinguish Request

To Whom It May Concern:

We are currently working on the Clyde Construction project at Tomahawk and 12th Ave. There is a federal patent easement onsite we are requesting to be extinguished to allow for full property development.

APN: 103-19-023A, 103-19-021A, 103-19-0300, 103-19-029D, 103-19-0550

See Exhibit A – Legal Description of Easement to be Extinguished.

Sincerely,

Spencer Marston
Spencer.marston@epsgroupinc.com

I hereby certify that the within ) SS. instrument was filed and recorded COUNTY OF PINAL

FOR TAX PURPOSES

EXEMPT per A.R.S. 42-1614A(3)

WHEN RECORDED MAIL TO:

Planning Department City of Apache Junction 1001 North Idaho Road Apache Junction, AZ 85220 IN DOCKET

and indexed in DEEDS

at the request of

Witness my hand and official seal. , County Recorder

Deputy Recorder

Compared Photostated

Fee No.

Fee:

QUIT CLAIM DEED

For the consideration of One Dollar, and other valuable considerations, I NXXXXX Emil M. Nudo

hereby quit claim to the City of Apache Junction, Arizona, a Municipal Corporation of the State of Arizona, for public roadway and associated purposes, as per A.R.S. 9-462.01(A.7.), all right, title, or interest in the following real property situated in Pinal County, Arizona:

The north thirty-three feet (33') and the east thirty-three feet (33') of that portion of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 27, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, 103-19-029 SP Arizona, lying north of the Highway 60 right-of-way; and

A portion of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 27, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona, further described as follows:

AS PSO-19-501

Commencing at the northeast corner of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter; thence south along the east line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of fifty-three feet (53') to a point; thence west along a line parallel to and fiftythree feet (53') distant to the north line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of thirty-three feet (33') to the TRUE POINT OF BEGINNING; thence north along a line parallel to and thirty-three feet (33') distant to the east line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of twenty feet (20') to a point; thence west along a line parallel to and thirtythree feet (33') distant to the north line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of twenty feet (20') to a point; thence proceeding in a southeasterly direction to the TRUE POINT OF BEGINNING.

Dated this 307H day of December, 19 85.	
Emil M. Mudo	
	annum and a second

\* CER CATE OF RECORDING \* \* \*

134-447

STATE OF ARIZONA, COUNTY OF PINAL (SS)
I HEREBY CERTIFY THAT TE WITHIN INSTRUMENT WAS FILED FOR RECORD IN PINAL COUNTY, STATE C ARIZONA. WITNESS MY HAND AND OFFICIAL SEAL. NO: 822096 TIME 1000 18FEB86 PAGES: 001 FEE: \$ KATHLEEN C. FELIX

QCDEED

FROM: NUDO, EMIL M

TO: APACHE JCT - CITY OF

DATE/TIME:

08/03/2021 1027

FEE:

\$30,00

PAGES:

2

FEE NUMBER: 2021-096833

Recording Requested By:

**Empire Title Agency** 

And When Recorded Mail To: W. W. Clyde & Co., a Utah corporation 730 North 1500 West Orem, Utah 84663

Escrow No. 1317710

18f1

This area reserved for County Recorder

#### SPECIAL WARRANTY DEED

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

Jennifer Layton Noel, a married woman as her sole and separate property and Kelly Layton Beeson, a married woman as her sole and separate property

do/does hereby convey to

### W. W. Clyde & Co., a Utah corporation

the following described real property situated in County of **Pinal**, State of Arizona, together with all rights and privileges appurtenant thereto, to wit:

The East half of the Northeast quarter of the Southwest quarter of the Northwest quarter AND the North half of the West half of the Northeast quarter of the Southwest quarter of the Northwest quarter, all in Section 27, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING THEREFROM, all coal, oil, gas and other mineral deposits, as reserved unto the United States of America in the Patent to said land.

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

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Date: August 2, 2021

File No.: 1317710

Special Warranty Deed - Continued

Page 2

Jennifer Layton Noel

Kelly Layton Beeson

State of Arizona

County of Pinal

On day of \_\_\_\_\_\_\_\_, 2021, before me, the undersigned Notary Public, Jennifer Layton Noel and Kelly Layton Beeson, 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 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.

(Seal)

My commission expires:

Notary Public

JILL M. STEFFA

Notary Public - State of Arizona

MARICOPA COUNTY

Commission # 599404

Expires March 24, 2025

DATE/TIME:

08/03/2021 1027

FEE:

\$30.00

PAGES:

2

FEE NUMBER:

2021-096833

Recording Requested By:

**Empire Title Agency** 

And When Recorded Mail To: W. W. Clyde & Co., a Utah corporation 730 North 1500 West Orem, Utah 84663

Escrow No. 1317710

18f1

This area reserved for County Recorder

#### SPECIAL WARRANTY DEED

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

Jennifer Layton Noel, a married woman as her sole and separate property and Kelly Layton Beeson, a married woman as her sole and separate property

do/does hereby convey to

#### W. W. Clyde & Co., a Utah corporation

the following described real property situated in County of **Pinal**, State of Arizona, together with all rights and privileges appurtenant thereto, to wit:

The East half of the Northeast quarter of the Southwest quarter of the Northwest quarter AND the North half of the West half of the Northeast quarter of the Southwest quarter of the Northwest quarter, all in Section 27, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING THEREFROM, all coal, oil, gas and other mineral deposits, as reserved unto the United States of America in the Patent to said land.

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

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Date: August 2, 2021

File No.: 1317710

Special Warranty Deed - Continued

Page 2

Jennifer Layton Noel

Kelly Layton Beeson

State of Arizona

County of Pinal

On Add day of \_\_\_\_\_\_\_, 2021, before me, the undersigned Notary Public, Jennifer Layton Noel and Kelly Layton Beeson, 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 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.

(Seal)

My commission expires:

Notary Public

JILL M. STEFFA
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 599404
Expires March 24, 2025

DATE/TIME:

11/16/2023 1008

FEE:

\$30,00

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

PAGES:

2 FEE NUMBER: 2023-083871

Clyde Companies, Inc. Attn: Bill Gammell 730 N. 1500 W. Orem, UT 84057

#### AFFIDAVIT EXEMPT PURSUANT TO A.R.S. § 11-1134(B)(6)

#### QUITCLAIM DEED

For the consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, W. W. Clyde & Co., a Utah corporation, as successor-in-interest via merger to Blount Contracting, Inc., an Arizona corporation ("Grantor"), whose address is 869 North 1500 West, Orem. Utah 84057, does hereby QUIT-CLAIM AND CONVEY to W. W. Clyde & Co., a Utah Corporation ("Grantee"), whose address is 869 North 1500 West, Orem, Utah 84057, the following described tract of land in Pinal County, State of Arizona (the "Property"), to-wit:

That portion of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 27, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, lying North and East of the Highway Right of Way as shown in Resolution recorded January 5, 1962 in Docket 312, Page 359;

EXCEPT that portion conveyed to the City of Apache Junction in Deed recorded in Docket 1341. Page 447. described as follows:

The North 33 feet and the East 33 feet; and

EXCEPT commencing at the Northeast corner of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter;

Thence South along the East line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of 53 feet to a point;

Thence West along a line parallel to and 53 feet distant to the North line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of 33 feet to the TRUE POINTOF BEGINNING:

Thence North along a line parallel to and 33 feet distant to the East line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of 20 feet to a point;

Thence West along a line parallel to and 33 feet distant to the North line of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter, a distance of 20 feet to a point;

Thence proceeding in a Southeasterly direction to the TRUE POINT OF BEGINNING:

EXCEPT all coal, oil and minerals from said land as reserved in the Patent from the United States of America.

Tax Parcel ID No: 10319029D

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed by its representative thereto duly authorized this iv day of November, 2023.

#### **GRANTOR:**

W. W. CLYDE & CO., as successor-in-interest via merger to Blount Contracting, Inc., an Arizona corporation

Name: DUSTIN OLSON Title: PRESIDENT

STATE OF UTAH	)
	SS
COUNTY OF UMA	ì

The foregoing instrument was acknowledged before me this 14 day of November, 2023, by Dustin Olson, in his capacity as president of W. W. Clyde & Co. a Utah corporation, which is the successor-in-interest via merger of Blount Contracting, Inc., an Arizona corporation.

Notary Public

EMILIE KILLEN
NOTARY PUBLIC STATE OF UTAH
COMMISSION# 716807
COMM. EXP. 02-17-2025



#### OFFICIAL RECORDS OF COUNTY RECORDER Dana Lewis

Electronically Recorded

DATE/TIME:

11/16/2023 1012

FEE:

\$30.00

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

PAGES:

FEE NUMBER: 2023-083872

Clyde Companies, Inc. Attn: Bill Gammell 730 N. 1500 W. Orem, UT 84057

#### AFFIDAVIT EXEMPT PURSUANT TO A.R.S. § 11-1134(B)(6)

#### QUITCLAIM DEED

For the consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, W. W. Clyde & Co., a Utah corporation, as successor-in-interest via merger to Blount Contracting, Inc., an Arizona corporation ("Grantor"), whose address is 869 North 1500 West, Orem, Utah 84057, does hereby QUIT-CLAIM AND CONVEY to W. W. Clyde & Co., a Utah Corporation ("Grantee"), whose address is 869 North 1500 West, Orem, Utah 84057, the following described tract of land in Pinal County. State of Arizona (the "Property"), to-wit:

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

EXCEPT all coal, oil and minerals from said land as reserved in the Patent from the United States of America.

Tax Parcel ID No: 103190300

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed by its representative thereto duly authorized this 16 day of November, 2023.

#### **GRANTOR:**

W. W. CLYDE & CO., as successor-in-interest via merger to Blount Contracting, Inc., an Arizona corporation

By:

Name: T

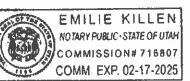
Title: PRESIDENT

The foregoing instan	umant i	voc ooka	ovulad gar	l hafara	me this	lin	dayof	MM
COUNTY OF Utah	: ss. )							
STATE OF UTAH	)							

The foregoing instrument was acknowledged before me this 10 day of NOVIMBER.

2023, by DUSTIN OISON in his capacity as President of W. W. Clyde & Co. a Utah corporation, which is the successor-in-interest via merger of Blount Contracting, Inc., an Arizona corporation.

Notary Public





# OFFICIAL RECORDS OF PINAL COUNTY RECORDER Dana Lewis

Electronically Recorded

DATE/TIME:

11/16/2023 1026

FEE:

\$30.00

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

PAGES:

FEE NUMBER: 2023-083886

Clyde Companies, Inc. Attn: Bill Gammell 730 N. 1500 W. Orem, UT 84057

#### AFFIDAVIT EXEMPT PURSUANT TO A.R.S. § 11-1134(B)(6)

#### QUITCLAIM DEED

For the consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, W. W. Clyde & Co., a Utah corporation, as successor-in-interest via merger to Blount Contracting, Inc., an Arizona corporation ("Grantor"), whose address is 869 North 1500 West, Orem, Utah 84057, does hereby QUIT-CLAIM AND CONVEY to W. W. Clyde & Co., a Utah Corporation ("Grantee"), whose address is 869 North 1500 West, Orem, Utah 84057, the following described tract of land in Pinal County, State of Arizona (the "Property"), to-wit:

The North 33 feet of the South half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 27. Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT any portion within the Old West Highway as recorded in Docket 312, Page 358, Pinal County Recorder, and Wickiup Road Right of Way as recorded in Docket 1341, Page 447, Pinal County Recorder, Arizona.

Tax Parcel ID No: 103190550

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed by its representative thereto duly authorized this \( \text{M} \) day of \( \text{NOVEMBER} \). 2023.

#### **GRANTOR:**

W. W. CLYDE & CO., as successor-in-interest via merger to Blount Contracting, Inc., an Arizona corporation

By: \_\_ Name:

Name: \_\_

PRECIDENT

STATE OF UTAH	)
	SS
COUNTY OF Utan	)

The foregoing instrument was acknowledged before me this 16 day of November.

20 23 by Ousto Olson in his capacity as Prosident of W. W. Clyde & Co. a Utah corporation, which is the successor-in-interest via merger of Blount Contracting, Inc., an Arizona corporation.

Notary Public





#### ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature

Empire Title Agency 225 E. Germann Rd., Suite 170

Gilbert, AZ 85297

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

#### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I Requirements;
  - (f) Schedule B, Part II Exceptions; and
  - (q) a countersignature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

AMERICAN LAND TITLE ASSOCIATION

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

#### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part II - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### Transaction Identification Data for reference only:

**Issuing Agent:** 

**Empire Title Agency** 

Issuing Office:

225 E. Germann Rd., Suite 170, Gilbert, AZ 85297 (602) 749-7100

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

1317710

Issuing Office File Number:

1317710

Property Address:

1861 East 12th Avenue, Apache Junction, AZ 85119

**Revision Number:** 

Title Officer:

Rachelle Shaw

Escrow Officer: Jill Steffa

1. Commitment Date: June 29, 2021 at 7:30AM

2. Policy to be issued:

**Proposed Policy Amount** 

(a) ALTA Owner's Standard

\$1,025,000.00

Proposed Insured: W. W. Clyde & Co., a Utah corporation

(b) ALTA Loan Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

**FEE** 

4. The Title is, at the Commitment Date, vested in:

Jennifer Layton Noel, a married woman as her sole and separate property and Kelly Layton Beeson, a married woman as her sole and separate property

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

6. The Deed of Trust to be insured and the assignments thereof, if any are described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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# ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT(S)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

### **EXHIBIT "A" LEGAL DESCRIPTION**

File No.: 1317710

The East half of the Northeast quarter of the Southwest quarter of the Northwest quarter AND the Northhalf of the West half of the Northeast quarter of the Southwest quarter of the Northwest quarter, all in Section 27, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING THEREFROM, all coal, oil, gas and other mineral deposits, as reserved unto the United States of America in the Patent to said land.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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AMERICAN

IAND TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 1317710

#### Requirements

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

a. Print must be ten-point type (pica) or larger.

- Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
   NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Redemption of Certificate of Purchase No. 0373503, issued on a sale of said land for taxes for the year 2018, to which subsequent taxes for the year(s) of 2019 and 2020 have been added.
- 6. Payment in full of all assessments, late charges, transfer fees, and any other amounts due 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 <u>Docket 1841</u>, <u>Page 208</u> and amended August 30, 1994 as <u>Docket 2037</u>, <u>Page 777</u>, contact district at (480) 983-2212 or write:

Superstition Mountain Community Facilities District 879 N. Plaza Drive Ste C-101 Apache Junction, AZ 85220

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AMERICAN

### ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTE: Status of Property requests are to be submitted on line at SMCFD.org - Click on the heading "Title Companies"

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

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company with Affidavit of No Open Deeds of Trust or Mortgages.

 Record Deed from Jennifer Layton Noel, a married woman as her sole and separate property and Kelly Layton Beeson, a married woman as her sole and separate property to W. W. Clyde & Co., a Utah corporation.

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made

IMPORTANT NOTICE CONCERNING POLICY FORM: The form of policy contemplated herein is a Standard Coverage Policy of title insurance. The real estate purchase contract relating to the referenced escrow order may contain language requesting an ALTA Homeowner's Policy. The Company hereby discloses to the proposed insured owner(s) that, under its customary underwriting practices applicable to the subject land, only the Standard Coverage form of policy is available based upon a routine examination of the record title. The Homeowner's form will not be issued on the subject property without additional underwriting requirements which may include a current-dated ALTA/NSPS survey, inspection, interview of parties, or other underwriting investigation.

NOTE: See attached tax sheets for the following Parcel Numbers: 103-19-021A

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded December 26, 2017 as Document No. 2017-94255.

Deed recorded December 26, 2017 as Document No. 2017-94256.

Deed recorded December 26, 2017 as Document No. 2017-942576

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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File No.: 1317710

ALTA Commitment For Title Insurance 8-1-16 (4-2-18) Page 4 of 6





## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### **Exceptions**

File No.: 1317710

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 2. 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.
- 4. Easements, tiens or encumbrances, or claims thereof, which are not shown by the public records.
- 5. 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.
  - (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.
- 6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
- 7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present

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AMERICAN

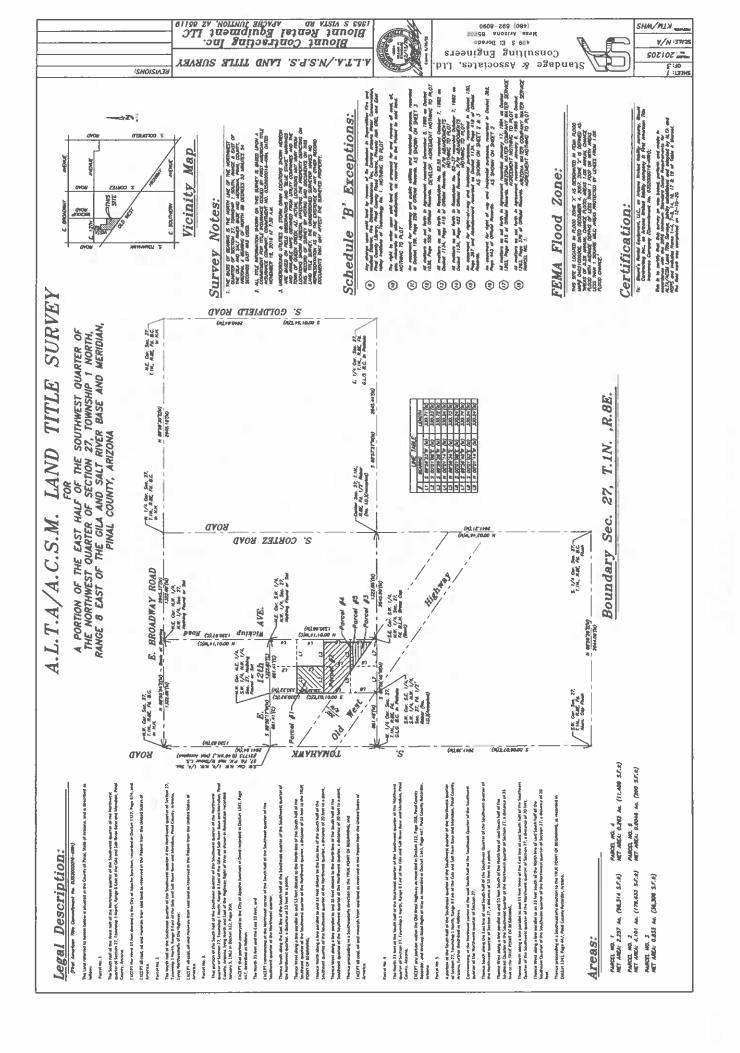
## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

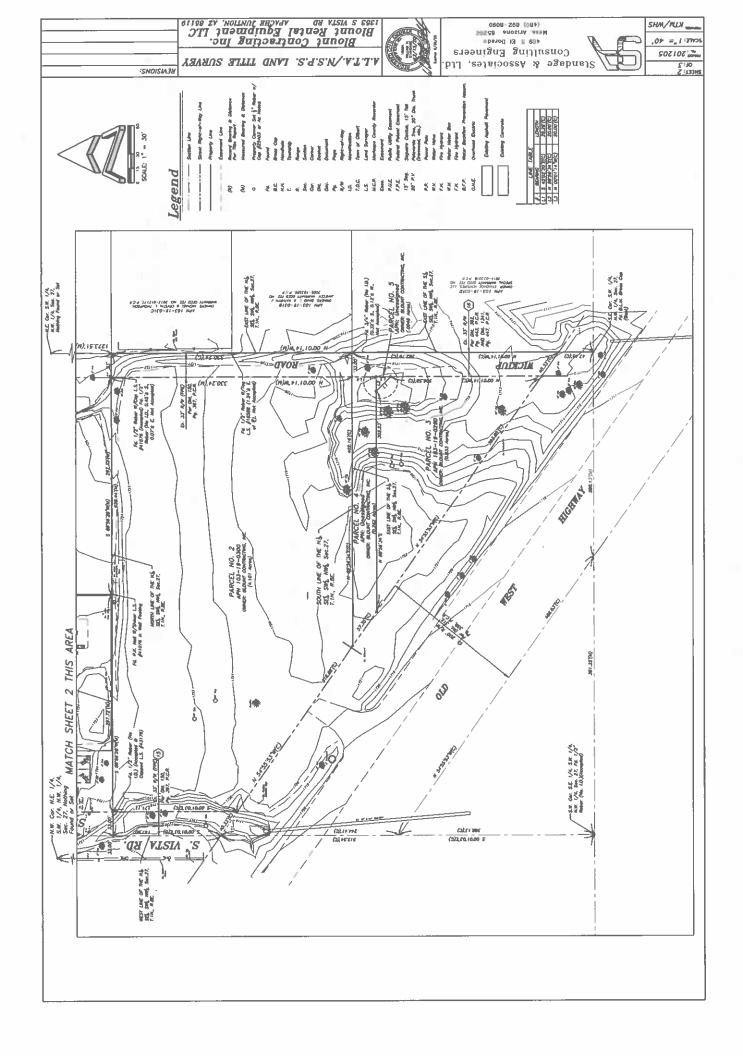
ISSUED BY STEWART TITLE GUARANTY COMPANY

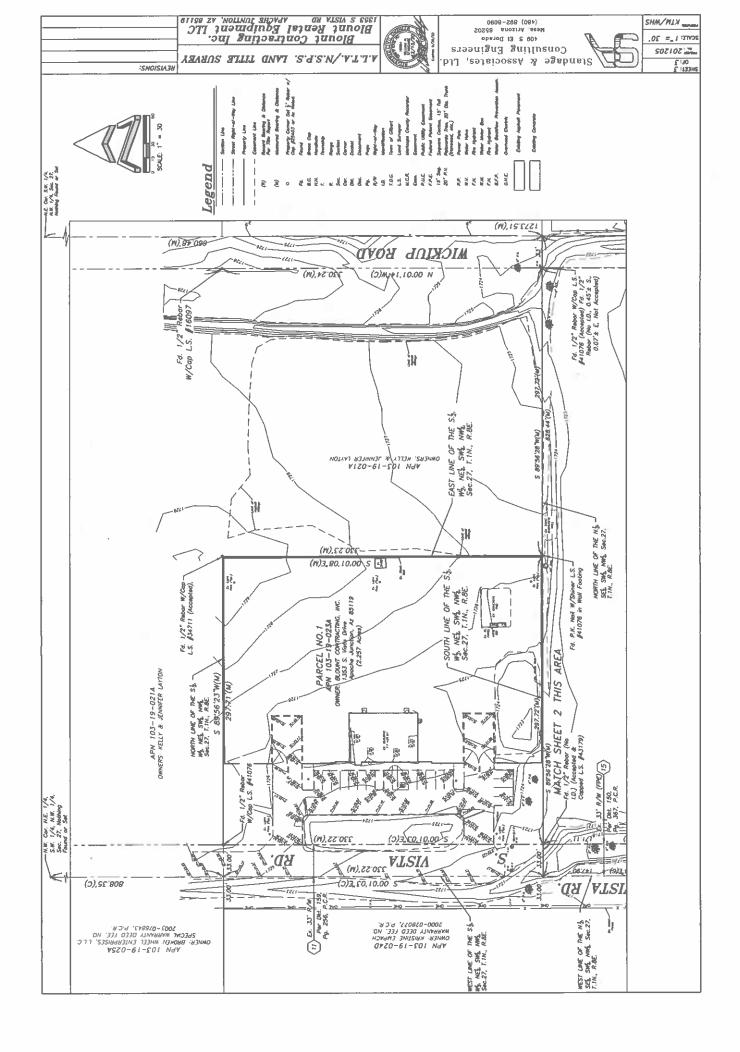
- ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- Liabilities and obligations imposed upon said land by reason of its inclusion within Central Arizona Groundwater Replenishment District.
- 10. Liabilities and obligations imposed upon said land by reason of its inclusion within Pinal County Flood Control District.
- Any assessments, liens, bonds or other obligations that may be imposed by the City of Apache Junction.
- 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 <u>Docket 1841, Page 208</u> and amended August 30, 1994
  as <u>Docket 2037, Page 777.</u>
- 13. Right-of-way for roadway and public utility purposes, not exceeding 33 feet in width, to be located across said land or as near as practicable to the exterior boundaries, as set forth in the Patent recorde in <u>Docket 159</u>, page 256.
- 14. Right-of-way for roadway and public utility purposes, not exceeding 33 feet in width, to be located across said land or as near as practicable to the exterior boundaries, as set forth in the Patent recorded in Docket 1055, page 73.
- 15. Terms and conditions contained in an instrument recorded in Docket 1134, Page 418.
- 16. Terms and conditions contained in an instrument recorded in Docket 1134, Page 422.
- 17. All matters as set forth in Ordinance of the Board of Supervisors of Pinal County, Arizona, relating to Residential Fireplace Restrictions recorded in <u>Document No. 2001-756</u>, of Official Records.
- 18. All matters as set forth in Ordinance No. 121207-AQ1 of the Board of Supervisors of Pinal County, Arizona, relating to the revising Restrictions on Outdoor Burning on Residential Wood Combustion, and on Use of Open Burning Permits recorded in Fee No.2008-1862 of Official Records.

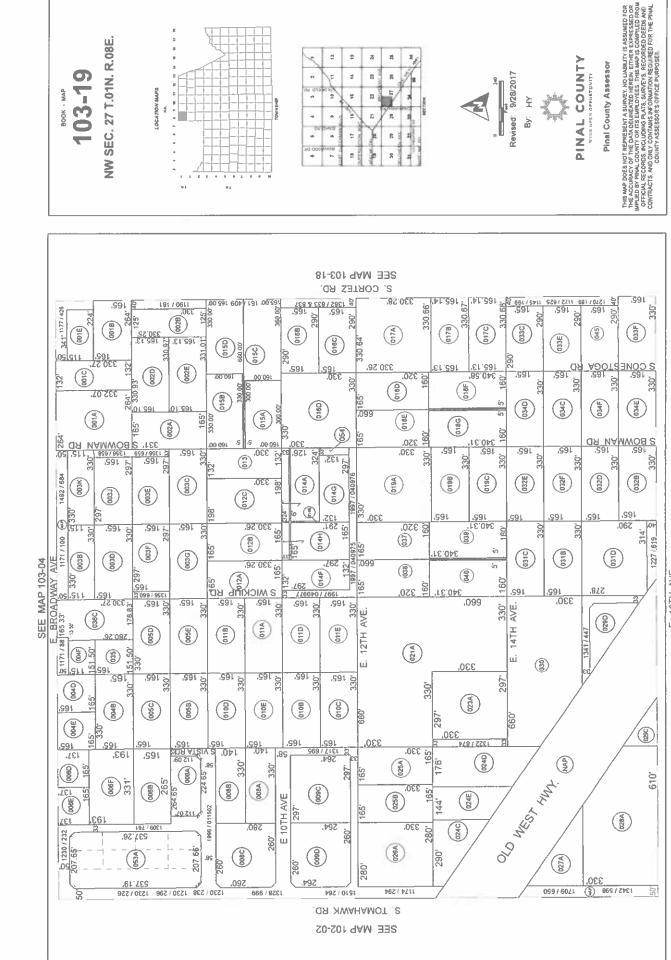
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g,

E. 16TH AVE. SEE MAP 103-20\_1

Arisona 0478

### 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

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:

Gile and Salt River Meridian, Arisons,

T. 1 H., R. 8 E.,

Sec. 27. Signiswinet.

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 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 Scal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the day of AUGUST in the year of our Lord one thousand nine hundred and PITT-FIVE and of the Independence of the United States the one hundred and RIGHTINTH.

For the Director, Bureau of Land Management.

By Kose Mr Beall Chief, Patente Conforte

[SEAL]

1153340 Patent Number

STATE OF ARIZONA County of Pinal: No. 285245 | 85 | Emily Mills Mills Instrument was filed and recorded at request of Mills Mi

# The United States of America,

To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at **Phoenix, Arizona,** is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant **Emil M. Nodo** 

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 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. SISEISWINWI.

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—forever; subject to any yested 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 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 EIGHTH day of AUGUST in the year of

I do horeby certify that the willde instrument was first and recorded at request of the and the second at the second of the seco , Records of Pinal County, Arthona. official Seal the day and year first above written. Phoonix 084434 DOCKET 150 MR 367 ited States of America To all whom these presents shall came, Greefing: WHEREAS, a Cortificate of the Land Office at Phoenix, Arisons, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made William A. Ross, assignee of Reine Arms Rukkila, 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 home and other sites," and the acts supplemental thereto, for the following-described land; Oils and Selt River Meridian, Arisons. T. 1 H., R. 8 E., Sec. 27, 1988 SHEWAY. The area described contains 5.00 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 promises, 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

NOW KNOW YE. That the UNITED STATES OF AMERICA, in consideration of the promises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by those 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 appurtehances, of whatsoever nature, thoreunto belonging, unto the said claimant—and to the heirs and assigns of the said claimant—forever; subject to any vested and sadgued 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 with the right to prospect for, mine, and remove the same according to the provisions of said Act of June utilities purposes, to be located—along the boundaries of said land.

IN TRETIMONY 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
EMBTH day of MARCH in the year of
our Lord one thousand nine hundred and FIFTL-SIX
and of the Independence of the United States the one hundred
and ERRETIETS.

For the Director, Bureau of Land Management.

By Cone M. Geall Cold, Palmin Sealing

Patent Number 1157849

Arizona 01099

### 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

Louise Earpis.

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, ESPEKSIONIC.

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 \*long 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
NINTE day of APRIL in the year of
our Lord one thousand nine hundred and and of the Independence of the United States the one hundred
and BIGHTIETE.

For the Director, Bureau of Land Management.

By Acting Chief, Patente Section.

Patent Number 1158721

SEAL

\*\*\* CERTIFICATE OF RECORDING \*\*\*

COURTY OF PIRAL (SS) STATE OF ARIZORA. I BERIST CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD IN FINAL COUNTY, STATE OF ARIZONA. WITHESS MY RAND AND OFFICIAL SEAL.

TIME: 0820 25HARR)

PACES: 001,

##E \$001.00

WILLIAM S. TRUMAN PINAL COUNTY RECORDER, BY . GIAL

- .... OF PUTY

When Recorded Mail to: Louise Braun 32463 Cambro San Lynaria -P. n. Rose Will Morner Springs. Ca. 34-043192

Arizona 01099

COPY Мине выполние в порыпу Palent ...1055- 73

672774

The United States of America, To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Phoenix, Arizona, whereas, a terrificate of the Land Office at Phoenix, Arizons, is now deposited in the Bureau of Land Hanagement, whereby it appears that full payment has been made by the claimant Louise Karpis, 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, ENNERSWENDE.

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 tracther with all the rights of the said claimant and to the heirs of the same tracther with all the rights of the said claimant and 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; sation that and to the nexts 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 I, 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 Fatent, and the Seal of the Bureau to be hereunto

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 EIGHTIETH,

For the Director, Suceau of Land Management

Rv /s/ RHTH W. TALLEY
Acting Chief, Patents Section.

(SEAL)

Patent Number 1158724

March 20, 1981 Phoenix, Arizona

I certify this to be a true and exact copy of a parent on fite in this office.

Chief, Br, of Records & Data Panagement

Page MITTERS my land and official seal the day and year first above written.

DOCKET 159 PAGE 256 19 P

### The United States of America,

To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at . Thorntx, Arizona, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant ... Verna M. Dullock,

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 theresto, for the following described land:

Gila ani Salt River Meridian, Arizona.

T, 1.N., R. S E.,

Sec. 27, श्लेमहोड संगर्भा

The area described contains 5.00 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 whitsoever nature, thereunto belonging, into 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 land.

In Testimony Wheneof, 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 Scal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the FOURTEENIH day of MAY 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 EIGHTIETH.

For the Director, Bureau of Land Management.

By Rose M. Boall Chief, Putente Section

Patent Number 1159586

u. 4. mentenner erletten meter . 16 - 40704:

Check Date: 1/11/24 City Of Apache Junction 175774 Account#: Trans Reference Date **Net Amount** Description **Gross Amount** Discount Retainage Previous Balance Record 010524 24 604 1/05/24 WATER UTILITY EASEMENT 350.00 0.00 0.00 0.00 0.00 350.00 Vendor No. Retainage ross Amount Discount Previous Balance Net Amount 16707 350.00 350.00 0.00 0.00 0.00 0.00

CHECK NUMBER

DETACH AND RETAIN THIS STATEMENT

VENDOR NO.

W.W. CLYDE & CO.

#### THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINT BORDER



W.W. Clyde & Co. 730 North 1500 West Orem, UT 84057-4637 (801) 802-6900

**VENDOR NAME** 

WELLS FARGO BANK SPRINGVILLE, UTAH (801) 489-5653 31-1

31-1 1240 DATE

CHECK NO.

1/11/24

175774

01/11/24

175774

PAY

\*\*\*Three hundred fifty and xx / 100 Dollars\*\*\*

TO THE ORDER OF

CITY OF APACHE JUNCTION
WATER UTILITY COMMUNITY FACILITES DIRECT
300 E SUPERSITION BLVD D
APACHE JUNCTION, AZ 85119

CHECK AMOUNT

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\$350.00

W.W. CLYDE & CO.

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