

## WATER UTILITY EASEMENT EXTINGUISHMENT SUBMITTAL CHECKLIST

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

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

✓ CB 05/02/23

NO CONFLICT. OK TO  
PROCEED.



**TIFFANY  
& BOSCO**  
P.A.

Shaine T. Alleman  
Attorney at Law  
602.452.2712  
[sta@tblaw.com](mailto:sta@tblaw.com)

April 24, 2023

**Apache Junction Water Utilities CFD**  
Attn: Micheal Loggins, PE, CPM  
[mloggins@apachejunctionaz.gov](mailto:mloggins@apachejunctionaz.gov)  
300 E. Superstition Blvd.  
Apache Junction, AZ 85119

**RE: 1828 N. Bowman Road, Apache Junction, Arizona 85119;  
Extinguishment of Utility Easements within Federal Patent Easement**

Dear Mr. Loggins,

This firm represents Earl and Candice Bloom ("Bloom") in its interest of the real property located at 1828 N. Bowman Road, Apache Junction, Arizona 85119 (the "Property"). The Property is also known as Pinal County APN 100-25-025D. Bloom requests the extinguishment of all public and private utility easements within the West 33 feet and the South 33 feet of the Property, which is depicted on the Exhibits herein, including the interests of the Apache Junction Water Utilities CFD. We are respectfully seeking your approval to extinguish your respective utility company's interests in the federally patented Utility Easement Patent No. 1161277.

We have had communications with the City of Apache Junction regarding this extinguishment and it has acknowledged that there are no known utilities infrastructure located with the current easements. Additionally, the City already abandoned the right of easement for the right of way easement areas per City Resolution recorded at Docket 1186, page 154 PCR. As such, the utility easement is determined to be unnecessary with respect to its use and the extinguishment of this unneeded easement will eliminate a liability to the District and its rate payers.

Please see the attached legal description and map which delineates the location of the easement extinguishment we are requesting.

I have attached the following for your information:

- Exhibit A** - Regional Context Aerial
- Exhibit B** - Context Aerial
- Exhibit C** - Email Correspondence with City of Apache Junction staff
- Exhibit D** - Bloom Property Abandonment Area Legal Description and Map Exhibits
- Exhibit E** - Easement extinguishment document for your notarized signature

If you have any questions regarding this Application request, please contact me at [sta@tblaw.com](mailto:sta@tblaw.com) or (602) 452-2712.

Sincerely,

Shaine T. Alleman, Esq.

**WATER UTILITY EASEMENT  
EXTINGUISHMENT APPLICATION**

Name of Applicant(s): Earl & Candice Bloom (Represented by Shaine Alleman, Tiffany & Bosco, P.A.)

Mailing Address/City/State/Zip: 1828 N. Bowman Road, Apache Junction, AZ 85119

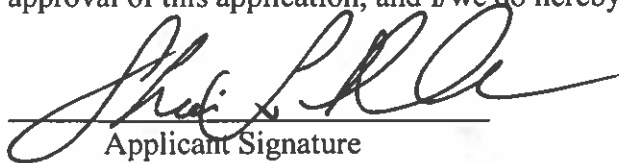
Contact Number: (952) 292-2493 E-mail address: earlbloom@hotmail.com  
Shaine - (602) 452-2712 Shaine - sta@tblaw.com

Tax Parcel #: 100-25-025D

Location of Easement requested for extinguishment:

West 33 feet and South 33 feet of APN 100-25-025D (See attached Legal Description and Map)

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 Maricopa ) ss. )

Subscribed and sworn before me this 25<sup>th</sup> day of April, 2023 by  
Shaine Alleman

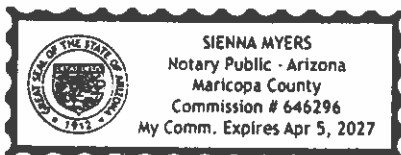
My Commission Expires:

April 5, 2027

  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Notary Public



# BLOOM PARCEL

## LEGAL DESCRIPTION FOR EASEMENT ABANDONMENT

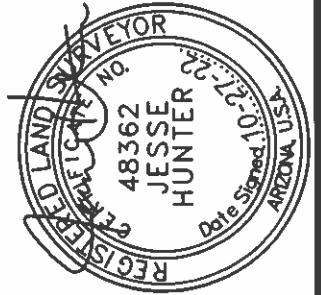
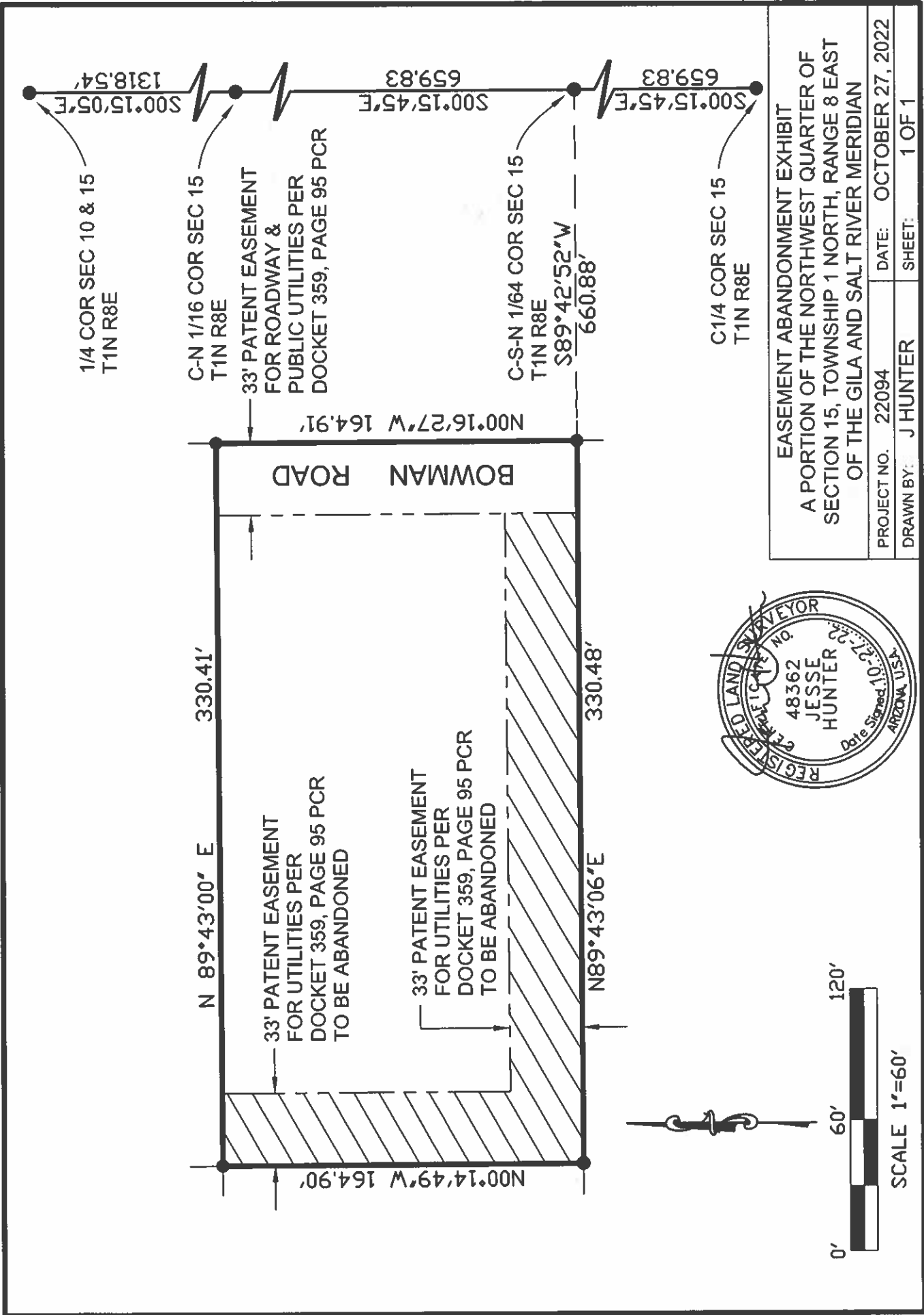
**APN 100-25-025D**

The West 33 feet and the South 33 feet of the South Half of the South Half of the East Half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 8 East of the Gila and Salt River Meridian, City of Apache Junction, Pinal County, Arizona.

Except the East 33 feet thereof.

Containing 14,169 square feet or 0.325 acres more or less.





EASEMENT ABANDONMENT EXHIBIT A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN	
PROJECT NO. 22094	DATE: OCTOBER 27, 2022
DRAWN BY: J HUNTER	SHEET: 1 OF 1



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Virginia Ross  
Electronically Recorded

**RECORDING REQUESTED BY:**

Security Title Agency, Inc.

Escrow No.: 68210180-068-KO

**WHEN RECORDED MAIL DOCUMENT AND  
TAX STATEMENT TO:**

Earl Bloom

Candice Pearson Bloom

8951 154th West

Prior Lake, MN 55372

DATE/TIME: 03/15/2021 1645

FEE: \$30.00

PAGES: 4

FEE NUMBER: 2021-031393

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**WARRANTY DEED**

For the consideration of Ten Dollars, and other valuable consideration,

**Grubb Farms Inc, a Delaware Corporation**

("Grantor") conveys to

**Earl Bloom and Candice Pearson Bloom, husband and wife**

the following real property situated in **Maricopa County, ARIZONA:**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**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.

Grantor warrants the title against all persons whomsoever, subject to the matters set forth above.

Dated: March 12, 2021

**Grantor(s):**

**Grubb Farms Inc., a Delaware corporation**

*Arlene H. Grubb, President/Sole Director*

**By: Arlene H. Grubb, President/sole director**

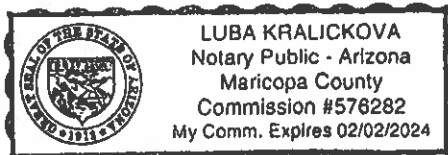
**NOTARY ACKNOWLEDGEMENT(S) TO WARRANTY DEED**

State of Arizona  
County of Pinal

Acknowledged before me this 13<sup>th</sup> day of March 2021

by Arlene H Grubb

(Seal)



Notary Public

*[Signature]*

Escrow No. 68210180-068-KO

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

The South half of the South half of the East half of the Northwest quarter of the Southeast Quarter of the Northwest quarter of Section Fifteen (15), Township One (1) North, Range Eight (8) East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPTING to the United States of America, pursuant to the provisions of the Act of June 1, 1938, all the coal, oil, gas and other mineral deposits, as set forth in the Patent to said land.

**Acceptance of Community Property  
with Right of survivorship  
"Deed"**

Earl Bloom and Candice Pearson Bloom, husband and wife, each being first duly sworn upon oath, deposes and says, THAT I am one of the Grantees named in the deed attached to this Acceptance, dated March 12, 2021, and executed by Grubb Farms Inc, a Delaware Corporation as Grantors, to Earl Bloom and Candice Pearson Bloom, husband and wife as Grantees, and which conveys the real property described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

to the Grantees named in the deed, not as tenants in common, nor as community property, nor as joint tenants with right of survivorship, but as community property with right of survivorship.

Each of us individually and jointly as Grantees assert and affirm that it is our intention to accept this conveyance as community property with right of survivorship and to acquire any interest we may have in the real property under the terms of the Deed as community property with right of survivorship.

Dated: March 12, 2021

**GRANTEES:**

Earl Bloom  
Earl Bloom

Candice Pearson Bloom  
Candice Pearson Bloom

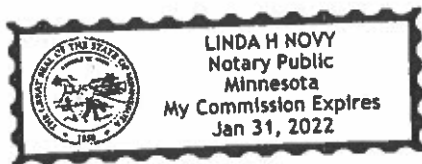
**NOTARY ACKNOWLEDGEMENT(S) TO ACCEPTANCE OF COMMUNITY PROPERTY  
WITH RIGHT OF SURVIVORSHIP DEED**

State of Minnesota  
County of Scott

The foregoing document was acknowledged before me this 13 day of March 2021

by Earl Bloom and Candice Pearson Bloom

(Seal)



Linda H. Novy  
Notary Public Linda H. Novy



Escrow No. 68210180-068-KO

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

The South half of the South half of the East half of the Northwest quarter of the Southeast Quarter of the Northwest quarter of Section Fifteen (15), Township One (1) North, Range Eight (8) East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPTING to the United States of America, pursuant to the provisions of the Act of June 1, 1938, all the coal, oil, gas and other mineral deposits, as set forth in the Patent to said land.



**SECURITY**  
TITLE AGENCY

**Security Title Agency, Inc.**

ISSUING OFFICE: 3410 W. University Dr., Suite 200, Phoenix, AZ 85034

March 18, 2021

Earl Bloom  
8951 154th West  
Prior Lake, MN 55372

Order No.: 68210180-068-KO-  
LGS

Property Address: **1828 N. Bowman Road, Apache Junction, AZ 85119**  
Seller: **Grubb Farms Inc, a Delaware Corporation**  
Buyer: **Earl Bloom and Candice Pearson Bloom**

We appreciate the opportunity of being of service to you. Please call us immediately if you have any questions or concerns.

Sincerely,

**Security Title Agency, Inc.**

Escrow Contact:  
**Kristine Osborn**  
**(480) 722-1669**  
**kristine.osborn@securitytitle.com**

Title Contact:  
**Lisa Skeivik**  
**(480) 319-8946**  
**lisa.skeivik@titlegroup.fntg.com**



Chicago Title Insurance Company

POLICY NO.: AZ-FWSX-IMP-72451-1-21-68210180

# HOMEOWNER'S POLICY OF TITLE INSURANCE

## For a one-to-four family residence

*Issued by*

**Chicago Title Insurance Company**

### OWNER'S INFORMATION SHEET

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

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

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 3 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 5
- Exclusions on page 7
- Conditions on page 8.

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

**IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 8.**

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

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

**YOU SHOULD READ THE POLICY VERY CAREFULLY.**

If You have any questions about Your Policy, contact:

Chicago Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023



# HOMEOWNER'S POLICY OF TITLE INSURANCE

## For a one-to-four family residence

*Issued By*

**Chicago Title Insurance Company**

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**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**For a one-to-four family residence**

*Issued By*

**Chicago Title Insurance Company**

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

**OWNER'S COVERAGE STATEMENT**

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

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

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 7
- The Conditions on page 8.

**COVERED RISKS**

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
  - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
  - b. Someone else's failure to create a valid document by electronic means.
  - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
  - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
  - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
  - f. A defective judicial or administrative proceeding.

72451 ALTA Homeowner's Policy of Title Insurance (12-2-13)

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7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
  - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
  - b. Mortgage;
  - c. judgment, state or federal tax lien;
  - d. charge by a homeowner's or condominium association; or
  - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
  - a. any obligation to perform maintenance or repair on the Land; or
  - b. environmental protection of any kind, including hazardous or toxic conditions or substancesunless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; or
  - f. environmental protection,if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
  - a. You are unable to obtain a building permit;
  - b. You are required to correct or remove the violation; or
  - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

### OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

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

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

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

**THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.**

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers.*

**Chicago Title Insurance Company**

Countersigned:

By: Natalie Bombardieri  
Authorized Signature



By: [Signature]

ATTEST

President

[Signature]

Secretary





## EXCLUSIONS

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

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

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**For a one-to-four family residence**  
*Issued By*  
**Chicago Title Insurance Company**

**CONDITIONS**

**1. DEFINITIONS**

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

**2. CONTINUATION OF COVERAGE**

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

**3. HOW TO MAKE A CLAIM**

- a. Prompt Notice Of Your Claim

- (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
- (2) Send Your notice to Chicago Title Insurance Company, Attention: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
- (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

b. Proof Of Your Loss

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

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

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

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

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

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

7. TRANSFER OF YOUR RIGHTS TO US

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

8. THIS POLICY IS THE ENTIRE CONTRACT

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

9. INCREASED POLICY AMOUNT

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

10. SEVERABILITY

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

11. ARBITRATION

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

12. CHOICE OF LAW

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

**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**For a one-to-four family residence**  
**SCHEDULE A**

Name and Address of Title Insurance Company: **Security Title Agency, Inc.**  
**2545 W Frye Road, Suite 10**  
**Chandler, AZ 85224**

Order No.: **68210180-068-KO-LGS**Policy No.: **AZ-FWSX-IMP-72451-1-21-68210180**Premium: **\$1,692.00**Policy Amount: **\$635,000.00**Policy Date and Time: **March 15, 2021 at Fee No. 2021-031394**

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

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

Street Address of the Land:  
**1828 N. Bowman Road, Apache Junction, AZ 85119**

1. Name of Insured:  
**Earl Bloom and Candice Pearson Bloom, husband and wife as community property with right of survivorship**
2. Your interest in the Land covered by this Policy is:  
**Fee Simple**
3. The Land referred to in this Policy is described as:  
**See Exhibit A attached hereto and made a part hereof.**

**SCHEDULE A**  
**(Continued)**

## EXHIBIT A

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

The South half of the South half of the East half of the Northwest quarter of the Southeast Quarter of the Northwest quarter of Section Fifteen (15), Township One (1) North, Range Eight (8) East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

EXCEPTING to the United States of America, pursuant to the provisions of the Act of June 1, 1938, all the coal, oil, gas and other mineral deposits, as set forth in the Patent to said land.

APN: 100-25-025-D



**HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**For a one-to-four family residence**

**SCHEDULE B**

**EXCEPTIONS**

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2021.
2. Any rights, liens, claims or equities, if any, in favor of Central AZ Water Conservation District.
3. Any rights, liens, claims or equities, if any, in favor of Pinal County Flood District.
4. Any rights, liens, claims or equities, if any, in favor of Superstition Mountain Facilities District
5. Water rights, claims or title to water, whether or not disclosed by the Public Records.
6. Reservations, exceptions and provisions contained in the patent and in the acts authorizing the issuance thereof.
7. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: right of way  
Recording No.: Docket 359, Page 95

9. A resolution in favor of City of Apache Junction

For: Purporting to abandon certain federally patented right of ways  
Recording Date: September 28, 1983  
Recording No: Docket 1186, Page 154

10. Matters contained in that certain document

Entitled: An Ordinance of the Board of Supervisors of Pinal County, Arizona, Relating to Residential Fireplace Restrictions  
Recording Date: January 5, 2001  
Recording No.: 2001-000756  
Recording Date: January 8, 2008  
Recording No. 2008-001862

Reference is hereby made to said document for full particulars.

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$508,000.00  
Dated: March 12, 2021  
Trustor/Grantor: Earl Bloom and Candice Pearson Bloom, husband and wife  
Trustee: Security Title Agency,

**SCHEDULE B**

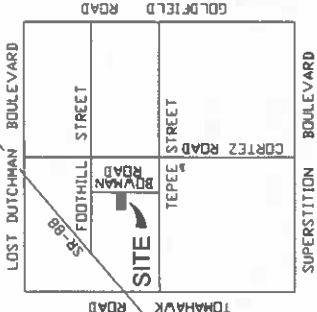
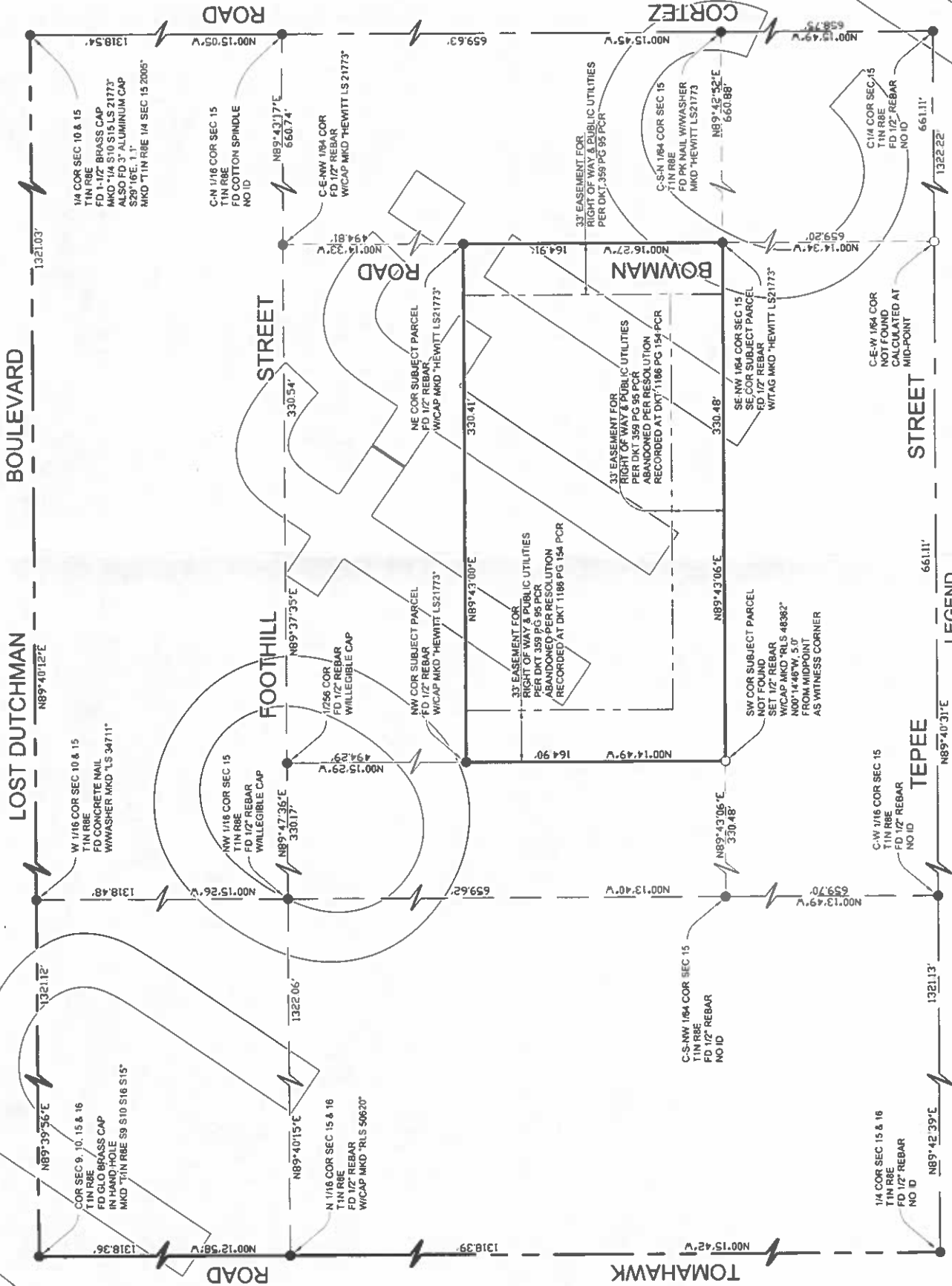
**(Continued)**

Beneficiary: Mortgage Electronic Registration Systems ,Inc.,(MERS),acting solely as nominee for Academy  
Mortgage Corporation,  
Loan No.: 5901413  
Recording Date: March 15, 2021  
Recording No.: 2021-031394

**END OF SCHEDULE B**

# RECORD OF SURVEY

## A PORTION OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 1 NORTH, RANGE 8 WEST, OF THE GILA AND SALT RIVER MERIDIAN CITY OF APACHE JUNCTION, PINAL COUNTY, ARIZONA



VICINITY MAP  
NTS

**OWNER OF RECORD:**  
EARL AND CANDICE PEARSON-BLOOM  
1818 NORTH DUTCHMAN AVENUE  
APACHE JUNCTION, ARIZONA 85119

**ASSESSOR'S PARCEL NUMBER:**  
100-25-0750

**LEGAL DESCRIPTION:**  
FROM WARRANTY DEED RECORDED AT 2021-031393 PCR  
THE SOUTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST  
QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 15, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.  
EXCEPTING TO THE UNITED STATES OF AMERICA, PURSUANT TO THE  
PROVISIONS OF THE ACT OF JUNE 1, 1935, ALL COAL, OIL, GAS AND OTHER  
MINERAL DEPOSITS, AS SET FORTH IN PATENT TO SAID LAND

**REFERENCE DOCUMENTS**  
THE FOLLOWING DOCUMENTS WERE USED AS THE BASIS FOR THIS SURVEY  
1. WARRANTY DEED RECORDED AT 2021-031393 PCR  
2. BLM PATENT 1181277 RECORDED AT DKT. 359 PG 95 PCR  
3. RESOLUTION RECORDED AT DKT 1186 PG 154 PCR  
4. RESULTS OF SURVEY RECORDED AT BOOK 4, PAGE 280 OF MAPS PCR  
4. LAND SPLIT PLAT RECORDED AT BOOK 8, PAGE 59 OF MAPS PCR

**BASIS OF BEARINGS:**  
GRID NORTH IN CENTRAL ZONE OF ARIZONA STATE PLANE COORDINATE  
SYSTEM ON NAD 83 DATUM

**NOTES:**  
1. THE PURPOSE OF THIS SURVEY WAS TO RETRACE THE BOUNDARY OF  
PINAL COUNTY-ASSESSOR PARCEL 100-25-0250  
2. THIS SURVEY WAS BASED IN PART ON THE TITLE REPORT PREPARED BY  
SECURITY TILE AGENCY ORDER NO. 88210180-068-KO-LGS, CHICAGO TITLE  
INSURANCE COMPANY POLICY NO. A2-FWSX-IMP-72451-1-21-88210180  
DATED MARCH 18, 2021

3. THE WORD CERTIFY OR CERTIFICATION AS SHOWN AND USED HEREON  
IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS  
OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE,  
EXPRESS OR IMPLIED

### CERTIFICATION:

I, JESSE HUNTER, HEREBY CERTIFY THAT I AM A REGISTERED LAND  
SURVEYOR IN THE STATE OF ARIZONA, AND THAT THIS MAP CORRECTLY  
REPRESENTS A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING  
THE MONTH OF OCTOBER 2022



JESSE HUNTER  
RLS 48362

**HUNTER LAND SURVEYING**  
12211 NORTH 82ND AVENUE, GLENDALE, ARIZONA 85304 902-828-3225

## RECORD OF SURVEY

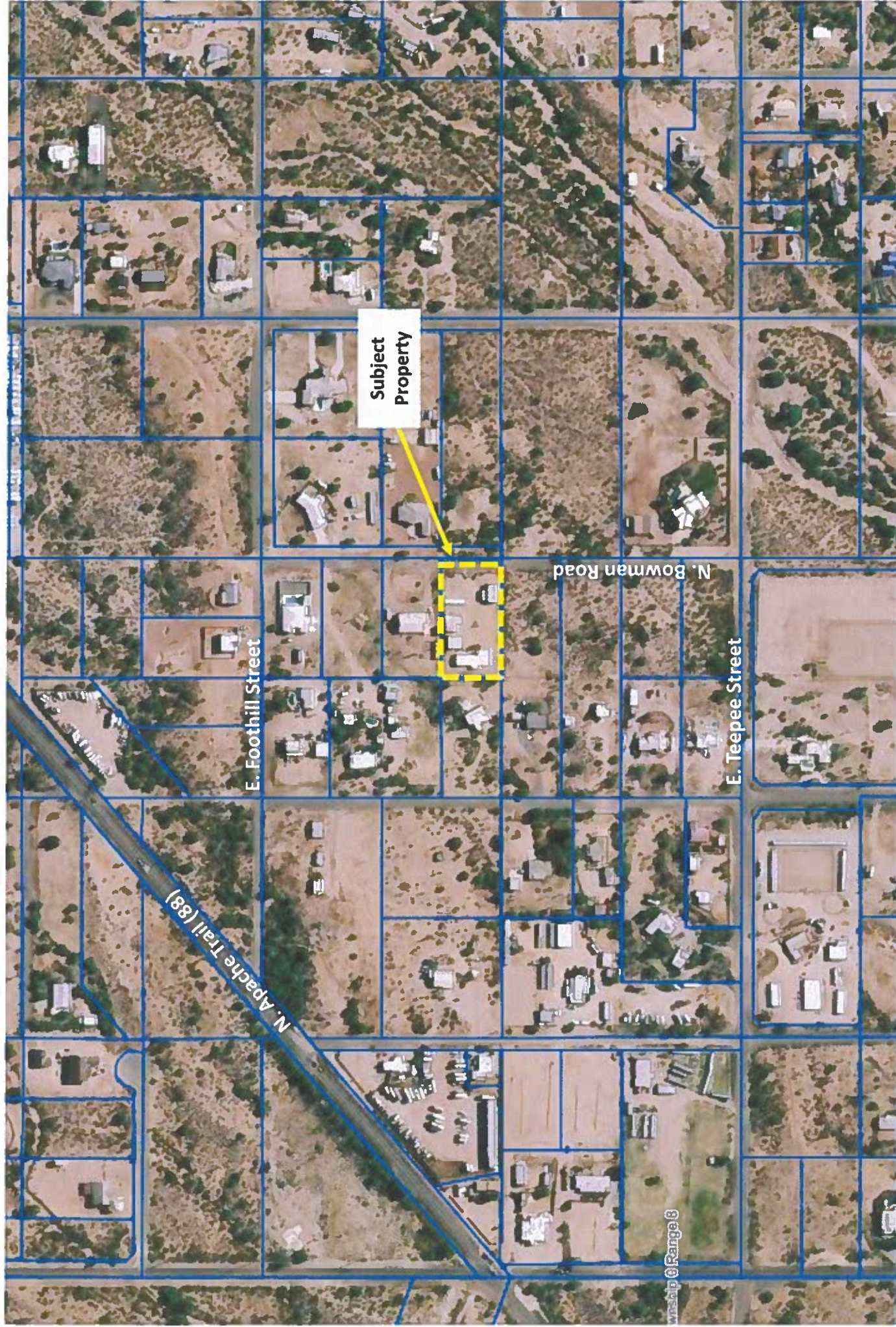
A PORTION OF THE NORTHWEST QUARTER OF  
SECTION 15, TOWNSHIP 1 NORTH, RANGE 8 WEST  
OF THE GILA AND SALT RIVER MERIDIAN  
PINAL COUNTY, ARIZONA

PROJECT NO.: 220947  
DATE: OCTOBER 26, 2022  
DRAWN BY: J. HUNTER  
SHEET: 1 OF 1

- LEGEND**
- COR
  - DKT
  - FD
  - NO
  - WICAP
  - WICAP MKD
  - WICAP RLS
  - WICAP SEC
- MONUMENT FOUND AS NOTED  
MONUMENT NOT FOUND  
SECTION LINE  
MID-SECTION LINE  
SIXTEENTH LINE  
SIXTYFOURTH LINE  
PARCEL LINE  
SUBJECT PARCEL LINE  
EASEMENT LINE  
CORNER  
DOCKET  
FOUND  
IDENTIFYING REGISTRANT NUMBER  
MARKED  
PAGE  
PINAL COUNTY RECORDER  
SECTION







**Exhibit A - Regional Context Aerial**

1828 N. Bowman Road, Apache Junction, AZ 85119 (APN 100-25-025D)



TIFFANY  
& BOSCO  
P.A.





**Exhibit B - Context Aerial**

1828 N. Bowman Road, Apache Junction, AZ 85119 (APN 100-25-025D)



**TIFFANY  
& BOSCO**  
P.A.

## RESOLUTION NO. 83-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, DECLARING THAT CERTAIN FEDERALLY PATENTED EASEMENTS FOR PUBLIC RIGHTS-OF-WAY PURPOSES ON EAST FOREST STREET, EAST SMOKETREE STREET, EAST PIONEER STREET, AND NORTH CHAPARRAL ROAD AS DESCRIBED IN STREET ABANDONMENT CASE AB-83-9 ARE NO LONGER NECESSARY FOR PUBLIC USE AS ROADWAYS AND ARE HEREBY ABANDONED AND EXTINGUISHED AS PRESENT OR FUTURE PUBLIC RIGHTS-OF-WAY.

WHEREAS, Francis J. Spichal; Samuel and Elizabeth Tiano; William and Florence Weskerna; Mary Ann Lupo; Michael J. and Margaret Auer; Gary and Donna Poggensee; Ladimir and Jacqueline Burgr; Mercer and Patricia Weiskotten; John and Robin Dassinger, Jr.; Hazdra Corp, Edward Hazdra, President; Raymond and Beulah Hallstrom; Lillie Schabinger and Marie Lindsay; Neil and Lucille Sagerer; Wade and Shizuko Hoffman have made application for the abandonment of federally patented easements on the property described in this Resolution; and

WHEREAS, the requested abandonments are easements for public rights-of-way purposes described as these parcels of land located in Section 15, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, located in Apache Junction, Pinal County, Arizona, and more particularly described as follows:

Parcel No. 1:

The south thirty-three (33') feet of the North  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west thirty-three (33') feet, and EXCEPT the east thirty-three (33') feet thereof.

Parcel No. 2:

The north thirty-three (33') feet and the south thirty-three (33') feet of the South  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west thirty-three (33') feet, and EXCEPT the east thirty-three (33') feet thereof.

Parcel No. 3:

The north thirty-three (33') feet and the south thirty-three (33') feet of the North  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west thirty-three (33') feet, and EXCEPT the east thirty-three (33') feet thereof.

Parcel No. 4:

The east thirty-three (33') feet and the south thirty-three (33') feet of the West  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the north thirty-three (33') feet, and EXCEPT the west thirty-three (33') feet thereof.

Parcel No. 5:

The west thirty-three (33') feet and the south thirty-three (33') feet of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the north thirty-three (33') feet, and EXCEPT the east thirty-three (33') feet thereof.

Parcel No. 6:

The north thirty-three (33') feet and the south thirty-three (33') feet of the North  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west thirty-three (33') feet, and EXCEPT the east thirty-three (33') feet thereof.

Parcel No. 7:

The north thirty-three (33') feet of the South  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west thirty-three (33') feet, and EXCEPT the east thirty-three (33') feet thereof.



RESOLUTION NO. 83-19  
PAGE TWO

Parcel No. 8:

The north thirty-three (33') feet of the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west thirty-three (33') feet, and EXCEPT the east thirty-three (33') feet thereof.

Parcel No. 9:

The south thirty-three (33') feet of the North  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west fifty (50') feet, and EXCEPT the east thirty-three (33') feet thereof.

Parcel No. 10:

The north thirty-three (33') feet of the South  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; EXCEPT the west fifty (50') feet, and EXCEPT the east thirty-three (33') feet thereof.

WHEREAS, the abandonments requested, if approved, would not leave a parcel in separate ownership without access to an established public roadway connecting such lands with another public roadway; or have access by a federally patented easement which may in the future be developed; and

WHEREAS, the City Council of the City of Apache Junction, Arizona, finds that these said federally patented easements for public rights-of-way purposes as described herein are classified as local streets on the Apache Junction Street Classification Plan, and are no longer necessary for public use as roadways; and

WHEREAS, these said easements requested for abandonment have never been improved as public roadways and maintained by a local governing agency.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Apache Junction, Arizona, that the above-described federally patented easements reserved for public rights-of-way purposes are hereby abandoned and extinguished as present or future rights-of-way.

BE IT FURTHER RESOLVED, that the abandonment of the public rights-of-way has no effect on reservations for public utility easements.

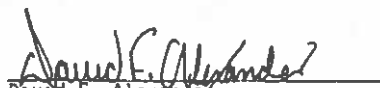
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 20TH DAY OF SEPTEMBER, 1983.

  
Wendell J. Clarke  
Mayor

ATTEST:

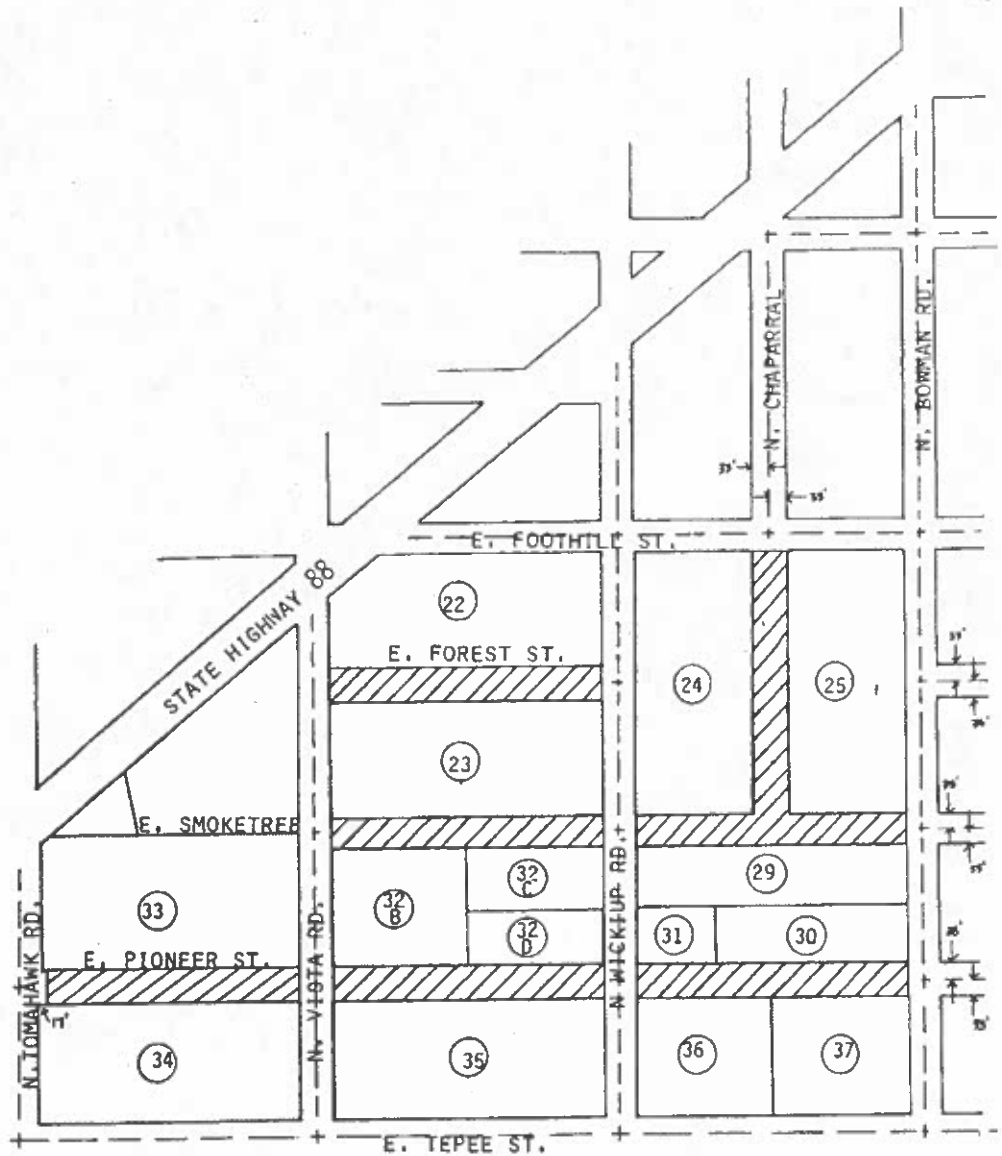
  
Kathleen Connelly  
City Clerk

APPROVED AS TO FORM:

  
David F. Alexander  
City Attorney

1186-156

AB-83-9  
(PROPOSED RESOLUTION NO. 83-19)



KEY:

○ INDICATES TAX PARCEL NO. 100-25-

▨ INDICATES AREA  
PROPOSED FOR  
ABANDONMENT

SCALE:

0 300 600 FT.



AB-83-09





1186-157

*City of Apache Junction*C E R T I F I C A T E

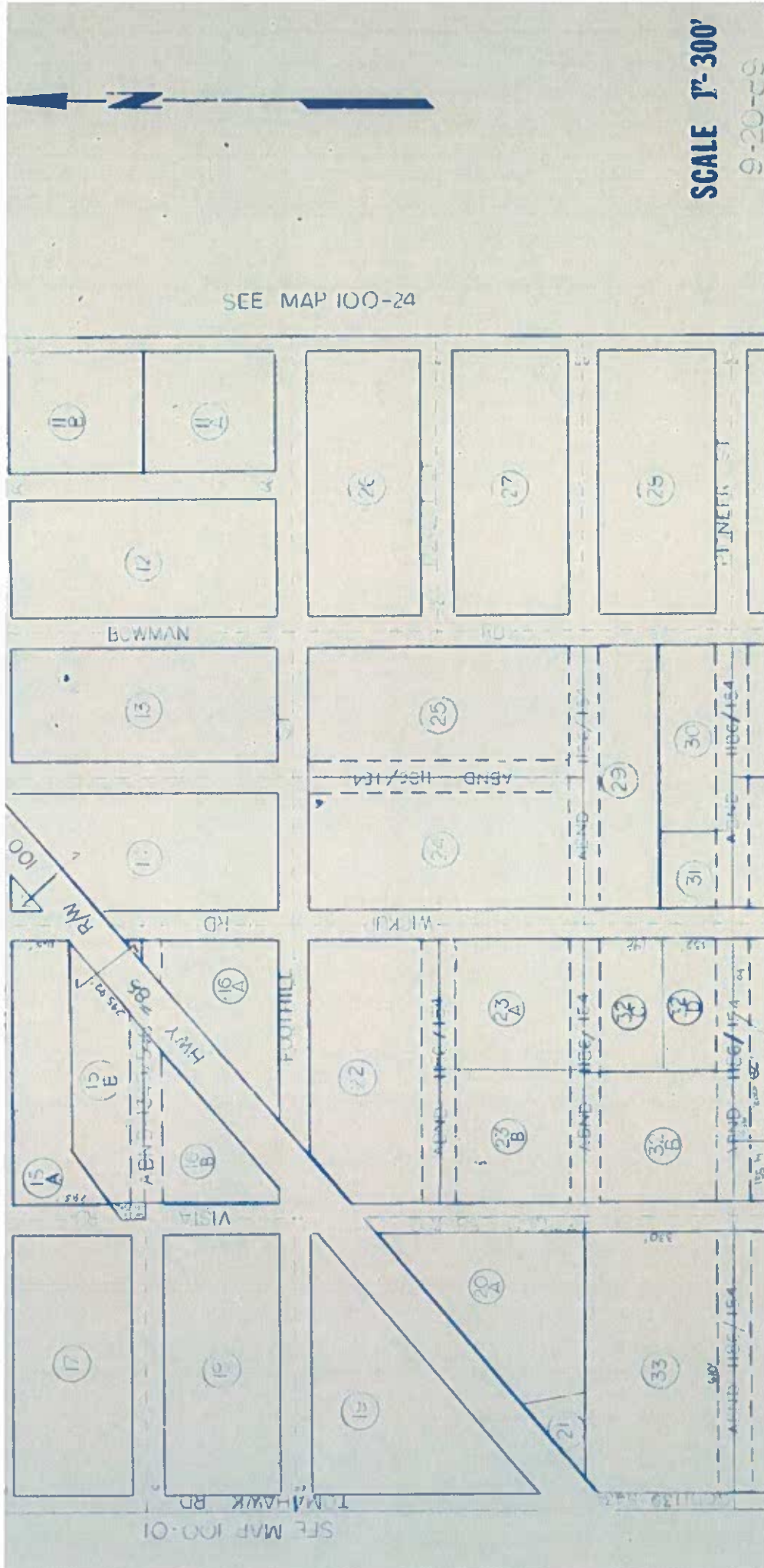
I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona; that as such, I have in my possession all of the original resolutions passed and adopted by the City Council of the City of Apache Junction; that the attached is a true and correct copy of Resolution No.83-19, which was presented to the City Council on the 20th day of September, 1983, as it appears in my records.

September 21, 1983  
Date

Kathleen Connelly  
Kathleen Connelly  
City Clerk

lvc

CF: Director of Planning



SCALE 1"=300'

9-20-29

SEE MAP 100-24

BOWMAN

RD

WACKER ST

100  
RW

Hwy 86  
APND HSE/154

FOOTPATH

WACKER

SEE MAP 100-01

T. MAHAWK RD

FOOTPATH

APND HSE/154

154

APND HSE/154

154

APND HSE/154

154

APND HSE/154

154

Arizona 011447

# 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 **Ferrante Bonvicini,**

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. 15, Township 17N.**

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 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 Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **THIRD** day of **JULY** 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**.

(SEAL)

For the Director, Bureau of Land Management.

By Rose M. Beall

Chief, Patents Section.

Patent Number 1161277

# **Exhibit C**

Email Correspondence with City of Apache Junction staff



Diane Fitzsimmons &lt;agentoftheyear@gmail.com&gt;

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**1828 N BOWMAN RD - Utility Easements**

3 messages

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**Nicholas Leftwich** <nleftwich@apachejunctionaz.gov>  
To: "agentoftheyear@gmail.com" <agentoftheyear@gmail.com>

Mon, Apr 25, 2022 at 12:07 PM

Hello, as we discussed over the phone, the issue the plan reviewer had noted with placing a pool to the south of the house at [1828 N. Bowman Road](#) is that there is a Utility Easement preventing any construction located along the south 33' and west 33' of the property, depicted as the red bars in the image below. These easements were formerly Federally Patented Easements that provided roadway and utility access rights to the property, however the city extinguished our roadway rights some time ago (it appears that it was in 1983), as it was decided that the city would not put a roadway through this alignment. Because the city does not own the utility companies and utility rights however, these sections are still occupied by the utility access easements that are shared between 7 utility companies, even if they do not have any utility lines there.

In order to build within these areas, all seven utility companies must be contacted and they must provide a utility easement extinguishment document that must be recorded with the Pinal County Recorder's office in order to remove these easement rights and allow construction in this space.

I have attached some documents that should help assist in this process, including some example extinguishment documents. I will note that each company will have its own process, and while some companies are quicker at processing than others the whole process is known to take several months.






If you have further questions, please let me know. Thank you,



**Nicholas Leftwich**  
Associate Planner  
City of Apache Junction  
300 E. Superstition Blvd  
Apache Junction, AZ 85119  
480-474-8575  
[nleftwich@apachejunctionaz.gov](mailto:nleftwich@apachejunctionaz.gov)

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**5 attachments**

-  **Bloomquist Relinquishment Document.doc**  
55K
-  **Easement Handout Final.pdf**  
323K
-  **Fee #2019-003586 Swanson util ext.pdf**  
573K
-  **Letter to utilities - extinguishment of FPE - All Utilities.doc**  
128K
-  **Utilities Contacts List.pdf**  
91K

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**Diane Fitzsimmons** <agentoftheyear@gmail.com>  
To: earlbloom@hotmail.com, Candice Pearson <pearson.candice@gmail.com>

Mon, Apr 25, 2022 at 9:32 PM

This is what I received from City of Apache Junction. I am on it and will update you with progress as we move along. I am confident we will get this resolved. Tell your pool company to hang tight 😊

[Quoted text hidden]

--

With Warm Regards  
Diane Fitzsimmons  
Delex Realty  
480-266-9692

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**5 attachments****Bloomquist Relinquishment Document.doc**  
55K**Easement Handout Final.pdf**  
323K**Fee #2019-003586 Swanson util ext.pdf**  
573K**Letter to utilities - extinguishment of FPE - All Utilities.doc**  
128K**Utilities Contacts List.pdf**  
91K

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**Diane Fitzsimmons** <agentoftheyear@gmail.com>  
To: Nicholas Leftwich <nleftwich@apachejunctionaz.gov>

Mon, Apr 25, 2022 at 9:33 PM

Thank you so much for taking the time to explain the procedure and supplying all of this information. You have been a great help and I am truly appreciative.

On Mon, Apr 25, 2022 at 12:07 PM Nicholas Leftwich <nleftwich@apachejunctionaz.gov> wrote:

[Quoted text hidden]

[Quoted text hidden]

# **Exhibit D**

Bloom Property Abandonment Area Legal Description and Map Exhibits



**BLOOM PARCEL**  
**LEGAL DESCRIPTION FOR EASEMENT ABANDONMENT**

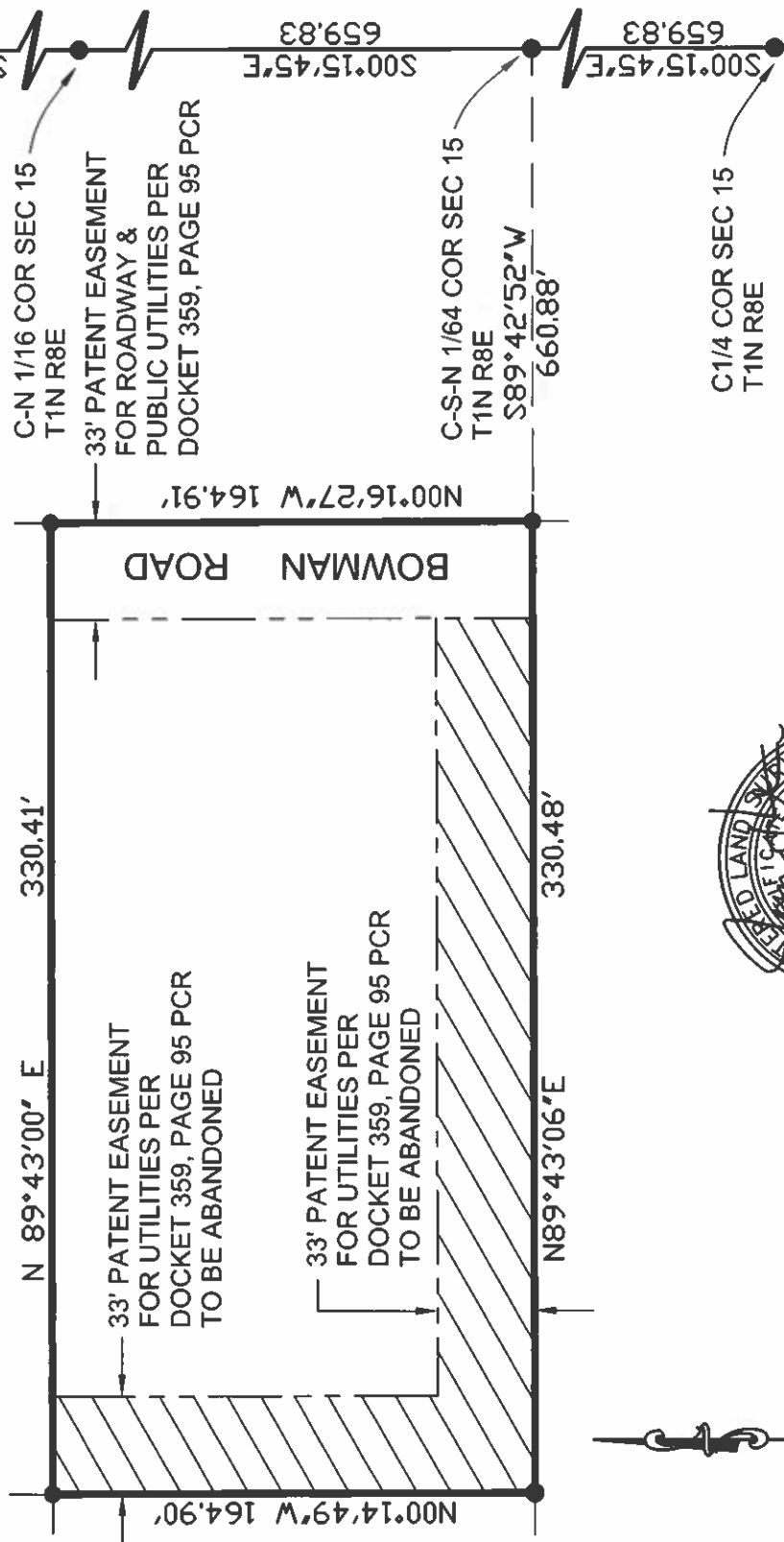
**APN 100-25-025D**

The West 33 feet and the South 33 feet of the South Half of the South Half of the East Half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 8 East of the Gila and Salt River Meridian, City of Apache Junction, Pinal County, Arizona.

Except the East 33 feet thereof.

Containing 14,169 square feet or 0.325 acres more or less.





EASEMENT ABANDONMENT EXHIBIT	
A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN	
PROJECT NO. 22094	DATE: OCTOBER 27, 2022
DRAWN BY: J HUNTER	SHEET: 1 OF 1

# **Exhibit E**

Easement Extinguishment Documents (for notarizing by utility companies)

When Recorded Mail to:

Shaine T. Alleman, Esq.  
Tiffany & Bosco, PA  
2525 E Camelback Road, 7<sup>th</sup> Floor  
Phoenix, Arizona 85016

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To Pinal County Recorder:

Attached hereto is an "Extinguishment of Rights in Private and Public Utility Easements" document for the property which is legally described as follows:

**The South half of the South half of the East half of the Northwest quarter of the Southeast quarter of the Northwest Quarter of Section 15, Township 1 North, Range 8 West of the Gila and Salt River Base and Meridian, Pinal County, Arizona. A portion of the Southeast quarter of Section 15, Township 1 North, Range 8 East of the Gila and Salt River base and Meridian, Pinal County, Arizona.**

We are the owners ("Owners") of the "Property" and authorize this filing.

\_\_\_\_\_  
Earl Bloom

\_\_\_\_\_  
Candice Pearson Bloom

STATE OF ARIZONA       )  
                                      )ss.  
COUNTY OF PINAL       )

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Earl Bloom and Candice Pearson Bloom, Property owners.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXTINGUISHMENT OF RIGHTS IN PRIVATE AND PUBLIC UTILITY  
EASEMENTS**

**PARTIES**

- (1) Owners of Property:

**EARL BLOOM and CANDICE PEARSON BLOOM**, (hereinafter referred to as **“OWNERS”**)

- (2) Utility Companies and Other Public Service Entities:

- (A) **ARIZONA WATER COMPANY**, an Arizona corporation
- (B) **WATER UTILITIES COMMUNITY FACILITIES DISTRICT** (Apache Junction, Arizona), an Arizona municipal corporation (d/b/a Apache Junction Water District)
- (C) **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, a political subdivision of the State of Arizona
- (D) **SOUTHWEST GAS CORPORATION**, a California corporation
- (E) **SUPERSTITION MOUNTAINS COMMUNITY FACILITIES DISTRICT NO. 1**, an Arizona municipal corporation and subdivision of the state of Arizona
- (F) **MEDIACOM, LLC**, an Arizona limited liability company
- (G) **QWEST BROADBAND SERVICES, INC. d/b/a CenturyLink, LLC**, a Colorado corporation

(herein collectively referred to as **“Entities”**)

### **RECITALS**

OWNERS have acquired title to certain real property located within the city limits of the City of Apache Junction, Arizona, described as **The South half of the South half of the East half of the Northwest quarter of the Southeast quarter of the Northwest Quarter of Section 15, Township 1 North, Range 8 West of the Gila and Salt River Base and Meridian, Pinal County, Arizona. A portion of the Southeast quarter of Section 15, Township 1 North, Range 8 East of the Gila and Salt River base and Meridian, Pinal County, Arizona.**

OWNERS acquired the Property on March 15, 2021 via a Warranty Deed.

- (1) The Property is presently burdened by Public and Private Utility Easements ("PPUEs") described as thirty-three (33) feet wide in the West and South sides of the above described property.
- (2) In order to construct future improvements on the Property for the use and development by the OWNERS, as well as future development of the Property by the OWNERS, the need to keep and preserve all of the PPUEs is no longer necessary.
- (3) Entities have determined that they no longer require the PPUEs as indicated on the Property and desire to extinguish these easements as set forth herein. The full and complete development and use of the Property by Owners, including the construction of improvements thereon, requires that the limitations imposed upon the Property by the PPUEs be removed and the Entities have agreed to extinguish and do hereby extinguish all rights to use, and/or the rights to have and require the use of said PPUEs for public and private utility purposes as contained within the Property.

**EXTINGUISHMENTS**

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) and the mutual exchange of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Entities listed below do hereby extinguish all rights in and to the use of the defined portions of the street and PPUEs as set forth in Exhibit A for public and private utility purposes and/or rights to have and acquire the use of the same for public and private utility purposes.

**OWNERS:**

**EARL BLOOM and CANDICE PEARSON BLOOM**

\_\_\_\_\_  
Earl Bloom, Owner

\_\_\_\_\_  
Candice Pearson Bloom, Owner

STATE OF ARIZONA       )  
                                      )ss.  
COUNTY OF PINAL       )

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Earl Bloom and Candice Pearson Bloom, Property owners.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**ENTITIES**

**ARIZONA WATER COMPANY**, an  
Arizona corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
                                      )ss:  
COUNTY OF \_\_\_\_\_)

Subscribed, sworn to and acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2023 by \_\_\_\_\_ an agent for  
Arizona Water Company.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**WATER UTILITIES COMMUNITY  
FACILITIES DISTRICT** (Apache Junction,  
Arizona), an Arizona municipal corporation,  
(d/b/a Apache Junction Water District)

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
                                  )ss:  
COUNTY OF PINAL        )

Subscribed, sworn to and acknowledged before me this \_\_\_\_day of  
\_\_\_\_\_, 2023 by \_\_\_\_\_ an agent for  
Water Utilities Community Facilities District.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT  
AND POWER DISTRICT**, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
  )ss:  
COUNTY OF \_\_\_\_\_)

Subscribed, sworn to and acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2023 by \_\_\_\_\_ an agent for  
Salt River Project Agricultural Improvement and Power District.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**SUPERSTITION MOUNTAINS  
COMMUNITY FACILITIES DISTRICT  
NO. 1, a municipal corporation and political  
subdivision of the state of Arizona**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
  )ss:  
COUNTY OF PINAL        )

Subscribed, sworn to and acknowledged before me this \_\_\_\_day of  
\_\_\_\_\_, 2023 by \_\_\_\_\_ an agent for  
Superstition Mountains Community Facilities District No. 1.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**QWEST BROADBAND SERVICES, INC.**  
**d/b/a CenturyLink, LLC**, a Colorado  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 2023 by \_\_\_\_\_ an agent for Qwest Broadband Services, Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**Exhibit "A"**

**Abandonment Easement Portion of**  
**1828 N. Bowman Road, Apache Junction, Arizona 85119**  
**Parcel 100-25-025D**

**The West 33 feet and the South 33 feet of the South Half of the South Half of the East Half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 15, Township 1 North, Range 8 East of the Gila and Salt River Meridian, City of Apache Junction, Pinal County, Arizona.**

**Except the East 33 feet thereof.**

**Containing 14,169 square feet or 0.325 acres more or less.**



**TIFFANY  
& BOSCO**  
P.A.

Arizona Operating Account  
Seventh Floor, Esplanade II \* 602.255.6000  
2525 E. Camelback Road  
Phoenix, AZ 85016

Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com  
91-527/1221



124876

04/25/2023

DATE

124876

\$350.00

AMOUNT

THREE HUNDRED FIFTY AND 00/100 DOLLARS

APACHE JUNCTION WATER UTILITIES CFD

PAY  
TO THE  
ORDER  
OF

VOID AFTER 90 DAYS



*[Signature]*  
AUTHORIZED SIGNATURE

Security features. Details on back.

**Arizona Operating Account**

124876

6847 APACHE JUNCTION WATER UTILITIES CFD Check Date: 04/25/2023

GL Acct	GL Description	Client	Matter	Atty	Amount
502600000		28891	001	SA2	350.00

Check Amount: \$350.00

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Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

PRINTED IN U.S.A.

31674181001







**TIFFANY  
& BOSCO**  
P.A.

Arizona Operating Account  
Seventh Floor, Esplanade II \* 602.255.6000  
2525 E. Camelback Road  
Phoenix, AZ 85016

Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com  
91-527/1221



124877

04/25/2023  
DATE

124877

\$100.00  
AMOUNT

ONE HUNDRED AND 00/100 DOLLARS

APACHE JUNCTION WATER UTILITIES CFD

PAY  
TO THE  
ORDER  
OF

VOID AFTER 90 DAYS



*A. A. Jell*  
AUTHORIZED SIGNATURE

Security features. Details on back.

### Arizona Operating Account

124877

5676	APACHE JUNCTION WATER UTILITIES CFD	Check Date: 04/25/2023			
GL Acct	GL Description	Client	Matter	Atty	Amount
502600000		28891	001	SA2	100.00

Check Amount: \$100.00

PRODUCT SSLM102 USE WITH 91500 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

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31674181001

