

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.*

**WATER UTILITY EASEMENT
EXTINGUISHMENT APPLICATION**

Name of Applicant(s): RICHARD N. MAESTAS

Mailing Address/City/State/Zip: 2056 E. SCENIC ST

Contact Number: _____ E-mail address: KLM911@AOL.COM

Tax Parcel #: 103-03-023D

Location of Easement requested for extinguishment:

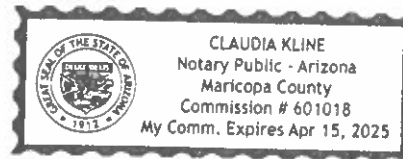
2056 E. SCENIC ST. NORTH SIDE OF PROP.
FROM NORTHWEST CORNER TO THE NORTHEAST 132'

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 20 day of DEC., 2023 by

RICHARD MAESTAS

My Commission Expires:

4-15-25


Notary Public

My Commission Expires:

Notary Public

**WATER UTILITY EASEMENT
EXTINGUISHMENT APPLICATION**

Name of Applicant(s): ANDREA K. MAESTAS

Mailing Address/City/State/Zip: 2050 E SCENIC ST

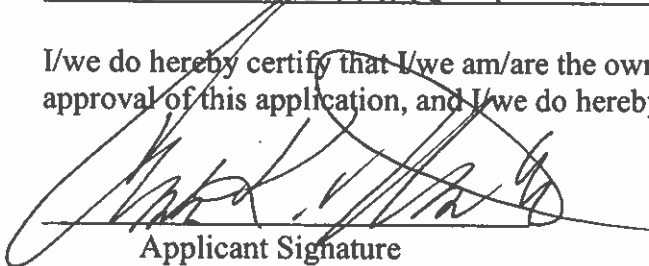
Contact Number: 307-791-0579 E-mail address: ANDIKAYM@LIVE.COM

Tax Parcel #: 103-03-023D

Location of Easement requested for extinguishment:

2050 E. SCENIC ST. - NORTH SIDE OF PROPERTY
FROM NORTHWEST CORNER TO THE NORTHEAST 132'.

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)
) ss.


COUNTY OF Maricopa)



Subscribed and sworn before me this 14th day of December, 2023 by

My Commission Expires:

Sept 19, 2024


Notary Public

My Commission Expires:

Notary Public

We, Richard and Andrea Maestas, have just built our house on property that we purchased in May of 2019 located at 2056 E. Scenic St. in Apache Junction. We have applied for a permit to have a slab poured for a shop. We want to put it in the northwest corner of the property and we were told 4 ½ years ago that the easement on the north side was abandon/extinguished years ago. Come to find out, there was much more to it than we were told. We are now requesting that the north end (33 ft) easement be extinguished starting from the northwest corner and going up to the 33 ft easement on Chaparral which is the northeast corner of our property. (see attached map) We will be building a shop on that corner of our property and we want the length of the shop running north and south.

APN – 103-03-023D

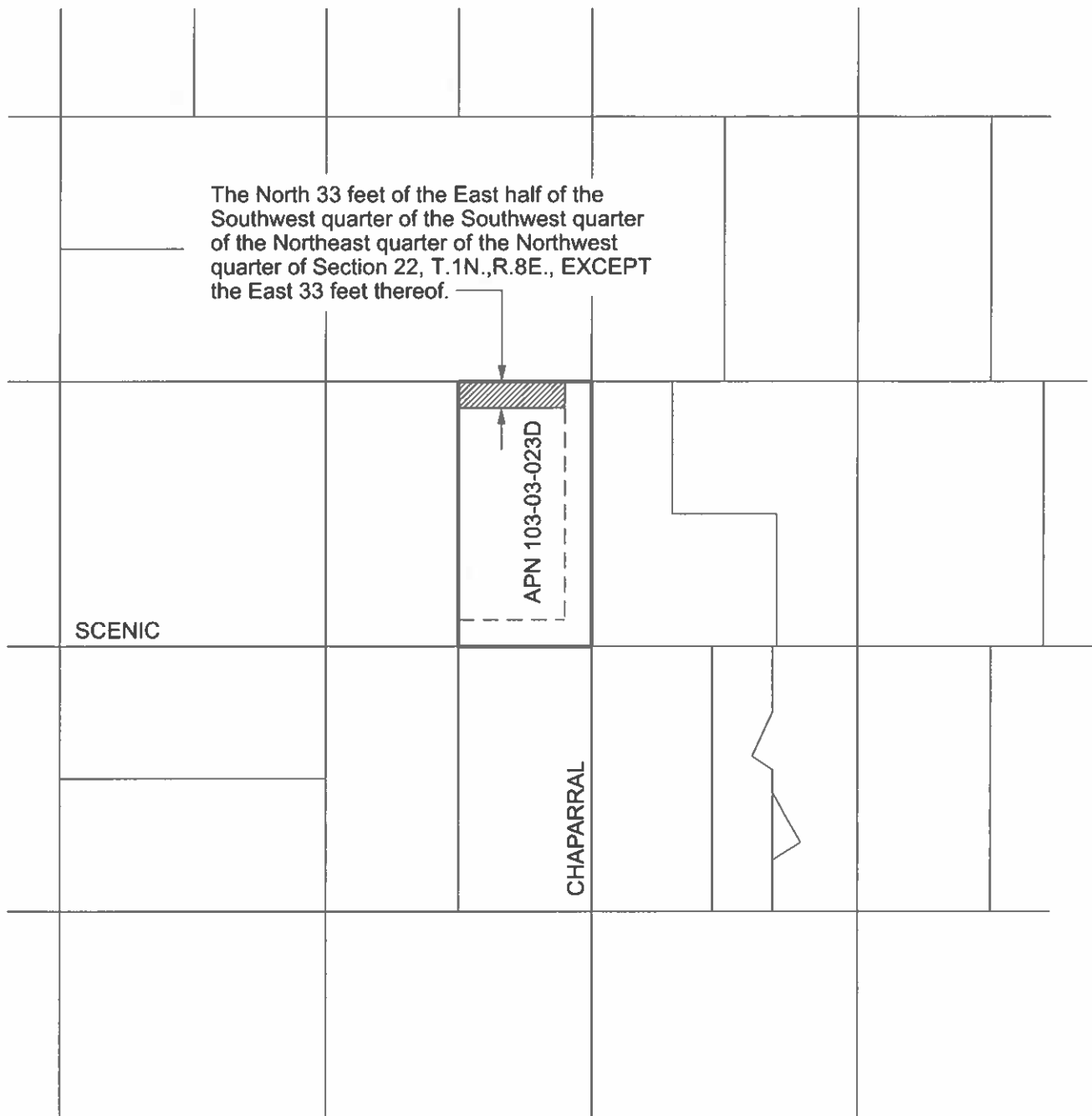
Location Description – The East half of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest of Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona. .

EXHIBIT A

Legal Description of Easement to be Extinguished

The North 33 feet of the East half of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, EXCEPT the East 33 feet thereof.

EXHIBIT B



EASEMENT EXTINGUISHMENT EXHIBIT

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



Graphic Scale in Feet



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

RECORDING REQUESTED BY
DRIGGS TITLE AGENCY, INC.
WHEN RECORDED MAIL TO:
RICHARD N. MAESTAS, JR. AND ANDREA K.
MAESTAS
2056 EAST SCENIC STREET
APACHE JUNCTION, AZ 85119

DATE/TIME: 05/21/2019 1446
FEE: \$17.00
PAGES: 3
FEE NUMBER: 2019-039468

ESCROW NO. 19-04-148570KV ||

Warranty Deed

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

Mango Properties, LLC, an Arizona limited liability company
as GRANTOR(s)

do/does hereby convey to

Richard N. Maestas, Jr. and Andrea K. Maestas, husband and wife
as GRANTEE(s)

the following real property situated in Pinal County, Arizona:

The East half of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest of Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona.

APN: 103-03-023D

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

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

Acceptance is attached hereto and made a part herewith.

Dated: May 08, 2019

Warranty Deed

Escrow No. 19-04-148570KV

APN #: 103-03-023D

Grantor(s):

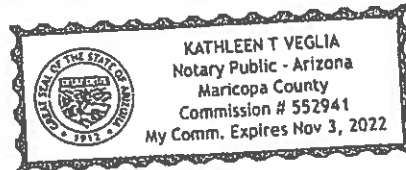
BY:

Jeffrey Aaron Hale, Member

State of ARIZONA

County of MARICOPA

} SS:



On MAY 9, 2019, before me the undersigned Notary Public, personally appeared Jeffrey Aaron Hale, Member, Mango Properties, LLC, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

My Commission Expires: 11-03-22

Acceptance of Community Property with Right of Survivorship

Each being first duly sworn upon oath each for himself or herself and jointly but not one for the other deposes and says,

THAT I am one of the Grantee(s) named in that certain Deed attached hereto and which is dated May 08, 2019, and executed by Mango Properties, LLC, as Grantor(s), to Richard N. Maestas, Jr. and Andrea K. Maestas, as Grantee(s), and which conveys certain premises described as:

The East half of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest of Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona.

APN: 103-03-023D

To the Grantee(s) named therein, not as Tenants in Common, not as Community Property Estate, not as Joint Tenants with Full Right of Survivorship, but as Community Property with Full Right of Survivorship.

THAT each of us individually and jointly as Grantee(s) hereby asserts and affirms that it is our intention to accept said conveyance as such Community Property with Full Right of Survivorship and to acquire any interest we may have in said premises under the terms of said Deed as Community Property with Right of Survivorship.

Dated May 08, 2019

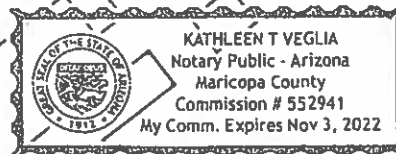

Richard N. Maestas, Jr.


Andrea K. Maestas

State of ARIZONA

County of MARICOPA

} SS:



On May 16, 2019, before me the undersigned Notary Public, personally appeared Richard N. Maestas, Jr. and Andrea K. Maestas, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature


My Commission Expires: 11-03-22

AFFIDAVIT OF PROPERTY VALUE**1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s)**Primary Parcel: 103-03-023D-BOOK MAP PARCEL SPLIT

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

Check One: Yes ☐ No ☒

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

Please list the additional parcels below (no more than four):

1. / 3. 2. 4.

2. Seller's Name and AddressMango Properties, LLC2610 West Baseline Road Ste 106Phoenix, AZ 85041**3. (a) Buyer's Name and Address**Richard N. Maestas, Jr. and Andrea K. Maestas5541 E. Earll Dr.Phoenix, AZ 85018(b) Are the Buyer and Seller related? Yes ☐ No ☒

If yes state relationship

4. ADDRESS OF PROPERTY:2056 East Scenic StreetApache Junction AZ 85119**5. (a) MAIL TAX BILL TO:**Richard N. Maestas, Jr.2056 East Scenic StreetApache Junction, AZ 85119

(b) Next tax payment due 10-01-2019

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Boxa. ☐ Vacant Land:f. ☒ Commercial/Industrial:b. ☐ Single Family Residence: g. ☐ Agricultural:c. ☒ Condo or Townhouse: h. ☒ Mobile or Manufactured Home:d. ☒ 2-4 Plex: ☒ Affixed ☐ Not Affixede. ☐ Apartment Building: i. ☐ Other Use; Specify:**7. RESIDENTIAL BUYER'S USE:** If you checked b, c, d or h in Item 6 above, please check one of the following:☒ To be used as a primary residence.☐ To be rented to someone other than a "qualified family member."☐ Owner occupied not a primary residence.

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

8. If you checked e or f in item 6 above, indicate the number of units:
For Apartments, Motels/Hotels, Mobile Home /RV parks, etc.**FOR RECORDER'S USE ONLY**

COUNTY OF RECORDATION

FEE NO

RECORD DATE

PINAL

2019-039468

05/21/2019

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):a. ☒ Warranty Deed:d. ☐ Contract or Agreement:b. ☐ Special Warranty Deed:e. ☐ Quit Claim Deed:c. ☐ Joint Tenancy Deed:f. ☐ Other:**10. SALES PRICE**

\$159,000.00

11. DATE OF SALE (Numeric Digits): 05 / 19**12. DOWN PAYMENT**

\$159,000.00

13. METHOD OF FINANCING:a. ☒ Cash (100% of Sale Price):b. ☐ Barter or trade:c. ☐ Assumption of existing loan(s):e. ☐ New loan(s) from financial institution:(1) ☐ Conventional (2) ☐ FHA (3) ☒ VAf. ☒ Other financing; Specify:**14. PERSONAL PROPERTY (see reverse side for definition):**(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5% or more? Yes ☐ No ☒(b) If Yes, provide the dollar amount of the Personal Property: \$
briefly describe the Personal Property: N/A**15. PARTIAL INTEREST:** If only a partial ownership interest is being sold, briefly describe the partial interest:

N/A

16. SOLAR/ENERGY EFFICIENT COMPONENTS:

(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more?

Yes ☐ No ☒

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

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):Driggs Title Agency, Inc - 602-589-53004500 S. Lakeshore Dr. Tempe, AZ 85282**18. LEGAL DESCRIPTION (see attached copy):**

Notary Page for Affidavit of Property Value

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

Signature of Seller/Agent

State of AZ, County of Maricopa

Subscribed and sworn to before me this 8 day of May 2019

Notary Public

Notary Expiration Date

DOR FORM 82162 (04/2014)

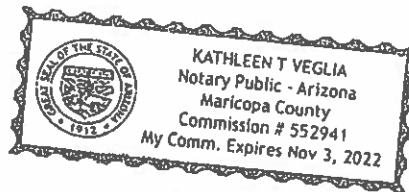
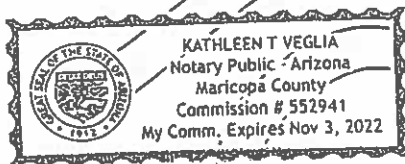
Signature of Buyer/Agent

State of AZ, County of Maricopa

Subscribed and sworn to before me this 8 day of May 2019

Notary Public

Notary Expiration Date



Legal Description

The East half of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest of Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona.

APN: 103-03-023D

Proprietary

Driggs Title Agency, Inc.
Commitment

Escrow No.: 23-11-224896KV

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

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

THE POLICIES CONTEMPLATED BY THIS REPORT WILL BE ISSUED BY DRIGGS TITLE AGENCY, INC., UNDERWRITTEN BY UNITED WEALTH TITLE INSURANCE, INC..

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

A CPL is available upon request by any depositing party.

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

Driggs Title Agency, Inc.
14287 N. 87th Street Suite 117
Scottsdale, AZ 85260



Adam Driggs CEO

Commitment Version: 1

COMMITMENT FOR TITLE INSURANCE

Issued By

Driggs Title Agency, Inc.
Underwritten by United Wealth Title Insurance, Inc.

SCHEDULE A

Escrow No.: 23-11-224896KV

Commitment Effective Date: November 09, 2023 8:00 A.M.

Title No.: 23-11-224896KV

Proposed Coverage:

1. Policy (or Policies) to be issued:

a. LTAA Standard Owners Policy In the Amount of: \$

Proposed Insured:
TO BE DETERMINED

b. In the Amount of: \$

Proposed Insured:

c. In the Amount of: \$

Proposed Insured:

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

Fee

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

Richard N. Maestas, Jr. and Andrea K. Maestas, husband and wife, as Community Property with Right of Survivorship

The Fee estate herein described upon issuance of the Policy shall be vested in:
TO BE DETERMINED

4. The land referred to in the Commitment is described as follows:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT "A"

Escrow No.: 23-11-224896KV

:
:
:

The East half of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northwest of Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona.

APN: 103-03-023D



REQUIREMENTS

Escrow No.: 23-11-224896KV

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

Pinal County Treasurer

31 N Pinal St # E

Florence AZ 85132 Phone No.: 520-509-3555

(pinalcountyaz.gov/treasurer/Pages/Home.aspx)

TAX INFORMATION:

Parcel No.: 103-03-023D

Year: 2023

Full year amount: 702.32 (paid full)

1. Need a proper showing that all Regular and Special dues, including past due balances and any transfer fees, levied by Superstition Mountains Community Facilities District #1, now due and payable, are paid in full.

Contact phone is: 480-983-2212.

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

NOTE: Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing. Upon confirmation by the Owner of no open Deed of Trust or Mortgages encumbering the land described herein, we will require an "Owner's Affidavit of No Liens/ No Open Deed of Trust".

THIS REQUIREMENT MUST BE TO THE TITLE DEPARTMENT AT LEAST 48 HOURS PRIOR TO CLOSE OF ESCROW.

3. Furnish to the Title Department the names of the Buyers prior to close of this transaction.

THIS REQUIREMENT MUST BE TO THE TITLE DEPARTMENT AT LEAST 48 HOURS PRIOR TO CLOSE OF ESCROW.

4. Record a Warranty Deed from Richard N. Maestas, Jr. and Andrea K. Maestas, husband and wife, as Community Property with Right of Survivorship to TO BE DETERMINED.

LENDER'S NOTE: There is located on said land a Vacant Land purportedly known as 2056 East Scenic Street, Apache Junction, Arizona 85119

NOTE: The following is for informational purposes only:
The current vesting referred to in Schedule A herein, is pursuant to the following documents of record affecting the chain of title: Warranty Deed, recorded May 21, 2019 in Recording No. 2019-039468, of Official Records from Mango Properties, LLC, an Arizona limited liability company to Richard N. Maestas, Jr. and Andrea K. Maestas, husband and wife, as Community

Property with Right of Survivorship.



1. In addition, our examination did not find any Deeds recorded within the last 24 months.

END OF REQUIREMENTS

SCHEDULE B

Escrow No.: 23-11-224896KV

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

1. Reservations, rights, easements or other matters as may be set forth in the Patent to said land recorded in the office of the County Recorder, or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water, whether or not the matters excepted are shown by public records.
3. Taxes for the year 2024 a lien not yet due and payable. First half due and payable October 1, 2024 and delinquent on November 1 of that year. Second half payable on or before March 1 of the following year and delinquent on May 1 of that same year.
4. Failure of the County Assessor to assess and the County Treasurer to collect taxes on the land and/or improvements referred to herein.
- 5.* A "Resolution No. 84-65" [✓]~~recorded~~ May 1, 1989 as shown in Docket 1601, Page 294, of Official Records. 
ORIGINALLY RECORDED IN DOCKET 1282, PAGE 821, MARCH 5, 1985
RE-RECORDED
- 6.* Terms and conditions contained in that certain, "Special Agreement", recorded November 30, 1995 in Recording No. 1995-036547 and re-recorded February 7, 1996 in Recording No. 1996-004321 and recorded July 14, 1997 in Recording No. 1997-024057, of Official Records. 
7. Any covenants, conditions or restrictions that may be of Record.

ATTACHMENT ONE
Escrow No.: 23-11-224896KV
AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

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

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

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

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

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

3. Defects, liens, encumbrances, adverse claims, or other matters;
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy, or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

EXCEPTIONS FROM COVERAGE

Escrow No.: 23-11-224896KV

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

1. 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.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ATTACHMENT ONE
(CONTINUED)

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

Escrow No.: 23-11-224896KV

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. Land division
 - f. environmental protection

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

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

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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24, or 25.

5. 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 18.

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

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25, and 26; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

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

PRIVACY POLICY NOTICE

Purpose of Notice:

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

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;

- Information about your transactions with us, our affiliated companies, or others;

- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

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

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

Protection of Your Personal Information:

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

Changes:

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

Disclosure Statement

Escrow No.: 23-11-224896KV

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

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

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

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

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

Closing Protection Letter

Escrow No.: 23-11-224896KV

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

Pursuant to ARS 6-841.03, be advised that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States Government. Said funds are, however, deposited in a custodial escrow account at a banking institution whose accounts are insured by the Federal Deposit Insurance Corporation.

Deposit of Monies

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

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

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

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

Example: \$1,000.00 Deposit

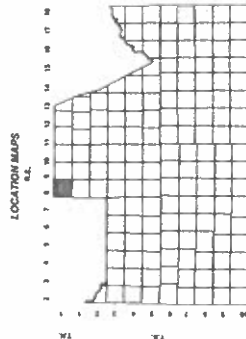
Interest rate of 1.50%

Based on a thirty day period = \$1.23

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

Should you wish to receive interest on your deposit, or acquire a closing protection letter, please contact: Kathleen Veglia at 480 212 1203

NWSEC. 22 T.01N. R.08E.



6	5	4	3	2	1
MOCKELLIPS RD					
7	8	9	10	11	12
ROCK RD					
10	17	16	15	14	13
ROCK RD					
19	20	21	22	23	24
ROCK RD					
26	25	24	23	22	21
ROCK RD					
31	32	33	34	35	36
BASELINE RD					



Revised: 6/2015

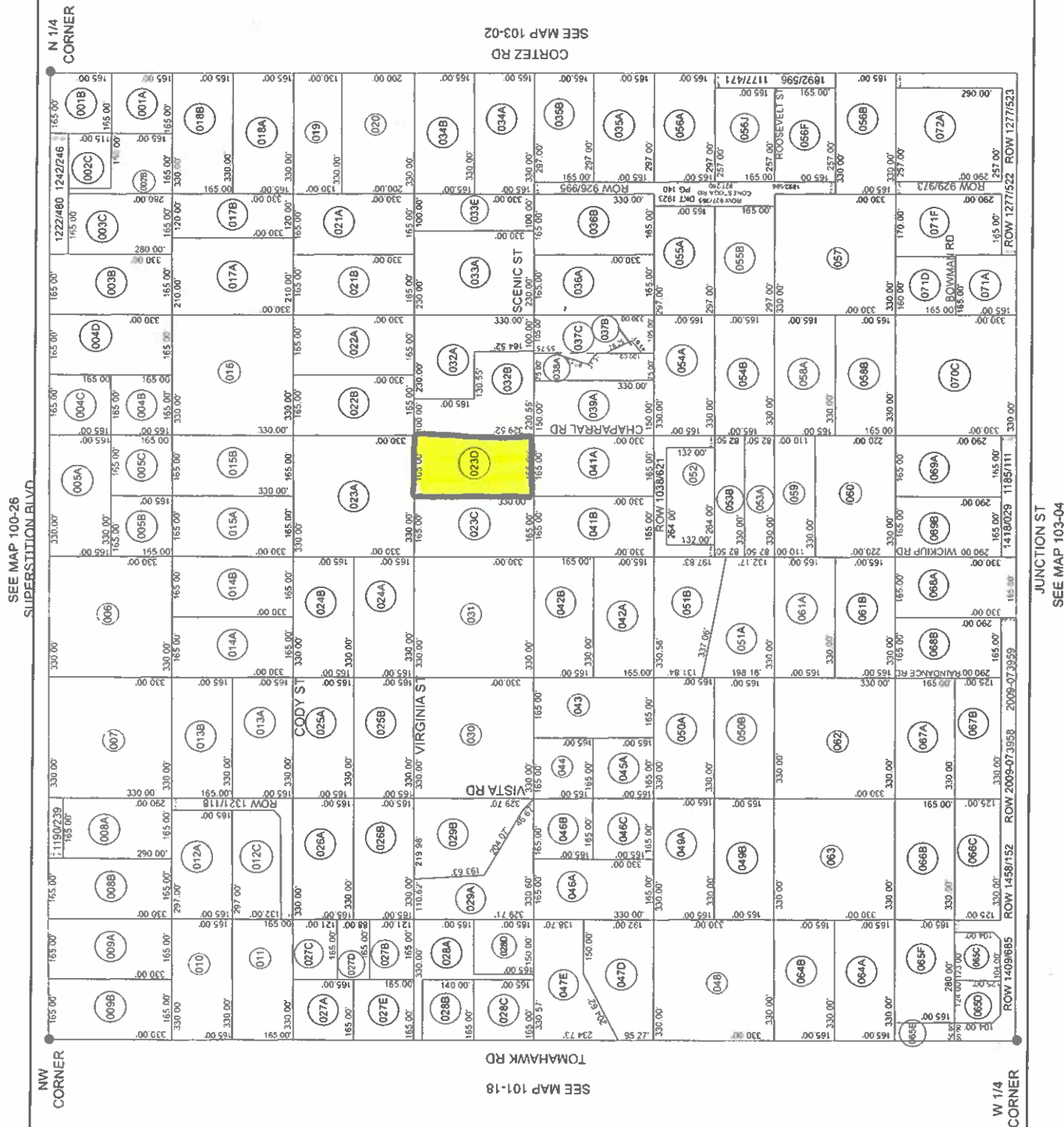
By:
MBC

PLINYA-COUNTY

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

Pinal County Assessor

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY PINAL COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR THE PINAL COUNTY ASSESSOR'S OFFICE PURPOSES.



STATE OF ARIZONA, County of Pinal, No. 72588

I do hereby certify that the within instrument was filed and recorded at Phoenix, Arizona, on

JUN 8 1950

Records of Pinal County, Arizona.

WITNESSED my hand and the day and year first above written.

BOOK 2252 PAGE 310
ARIZONA DEEDS

SOPHIE M. SHUTTLE County Recorder

By

Lillian Rosta
205 PAGE 549

United States of America,

To all whom these presents shall come, Greeting:

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

Arthur Fred Jansen, pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 409), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Gila and Salt River Meridian, Arizona.

T. 1 N., R. 8 E.

Sec. 22, Sub. 1, 1/4 NW 1/4

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

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto 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 SEVENTEENTH day of JULY in the year of our Lord one thousand nine hundred and FIFTY-SEVEN and of the Independence of the United States the one hundred and EIGHTY-SECOND.

For the Director, Bureau of Land Management.

By

Rose M. Beall

Chief, Patent Section

Arizona 08489

The United States of America,

To all whom these presents shall come, Greeting:

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

Arthur Fred Jansen,
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 there-
to, for the following-described land:

Gila and Salt River Meridian, Arizona.

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

Sec. 22, SW¹/₄SW¹/₄NE¹/₄.

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

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and
in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND
GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs
of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all
the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the
said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and
accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and
reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local
customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way
thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving,
also, to the United States, all 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
SEVENTEENTH day of **JULY** in the year of
our Lord one thousand nine hundred and **FIFTY-SEVEN**
and of the Independence of the United States the one hundred
and **EIGHTY-SECOND.**

(SEAL)

For the Director, Bureau of Land Management.

By Rose M. Beall
Chief, Patents Section.

Patent Number **1173399**

City of North Idaho
A2.85220-0190
Next 27



(4) 3.00

792659

1282-821

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. 84-65, which was presented to the City Council on the 5th day of March, 1985, as it appears in my records.

March 20, 1985
Date

Kathleen Connelly
Kathleen Connelly
City Clerk

1vc

CF: Director of Public Works

AD-83-14

1282-822

RESOLUTION NO. 84-65

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 CONESTOGA ROAD AND BOWMAN ROAD, BETWEEN CODY STREET AND SCENIC STREET; AND VIRGINIA STREET, BETWEEN WICKIUP ROAD AND CORTEZ ROAD, AS DESCRIBED IN STREET ABANDONMENT CASE AB-83-14, ARE NO LONGER NECESSARY FOR PUBLIC USE AS ROADWAYS AND ARE HEREBY EXTINGUISHED AS PRESENT OR FUTURE PUBLIC RIGHTS-OF-WAY.

WHEREAS, the requested abandonments are easements for public rights-of-way purposes described as these parcels of land located in Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Apache Junction, Pinal County, Arizona, and more particularly described as follows:

Parcel 1

103-03-020AP, 021A 2P 021B 2P
022AP, 023A 2P

The South 33 feet of the North half of the South half of the Northeast quarter of the Northwest quarter; EXCEPT the West 33 feet and EXCEPT the East 40 feet and EXCEPT the East 66 feet of the West 363 feet.

Parcel 2

103-03-034B 2P 033B 2P

The North 33 feet of the South half of the South half of the Northeast quarter of the Northwest quarter; EXCEPT the West 33 feet and EXCEPT the East 40 feet and EXCEPT the East 66 feet of the West 363 feet.

Parcel 3

103-03-021A 2P, 033B 2P
033C 2P

The East 33 feet of the West half of the Southeast half of the Northeast quarter of the Northwest quarter; EXCEPT the North 33 feet and EXCEPT the South 33 feet.

Parcel 4

103-03-041A 2P, 022AP
034B 2P, 034A 2P

The West 33 feet of the East half of the Southeast quarter of the Northeast quarter of the Northwest quarter, EXCEPT the North 33 feet and EXCEPT the South 33 feet.

Parcel 5

103-03-021B 2P
023A 2P

The West 33 feet of the West half of the Southeast quarter of the Northeast quarter of the Northwest quarter; EXCEPT the North 33 feet and EXCEPT the South 33 feet.

Parcel 6

103-03-027AP
032A 2P

The East 33 feet of the East half of the Southwest quarter of the Northeast quarter of the Northwest quarter; EXCEPT the North 33 feet and EXCEPT the South 33 feet.

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

03-

Warning
This Resolution needs
a corrected copy
for Parcel 3
This Res. will be
corrected & the new
Recording number & copy
will be forwarded to
Your office

AB-83-14

1282-823

RESOLUTION NO. 84-65
Page Two

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 extinguished as present or future public 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 5TH DAY OF MARCH, 1985.


Wendell J. Clarke
Mayor

ATTEST:


Kathleen Connelly
City Clerk

APPROVED AS TO FORM:

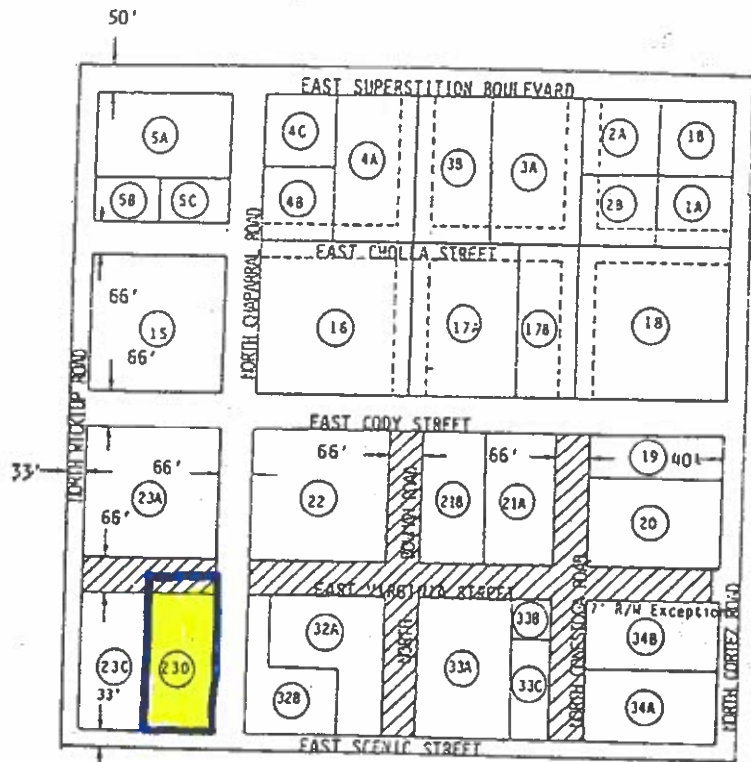

David F. Alexander
City Attorney

SB-83-1A

1282-824

AB-83-14

PROPOSED RESOLUTION NO. 84-65



○ ASSESSOR'S TAX PARCEL NO. 103-03-

▨ PROPOSED ROADWAY ABANDONMENT

▭ PREVIOUSLY ABANDONED ROADWAY - CASE AB-81-18

SCALE: 1" = 200.00'

1601 - 294

RE-RECORDED
COPY

RESOLUTION NO. 84-65

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 CONESTOGA ROAD AND BOWMAN ROAD, BETWEEN CODY STREET AND SCENIC STREET; AND VIRGINIA STREET, BETWEEN WIKIUP ROAD AND CORTEZ ROAD, AS DESCRIBED IN STREET ABANDONMENT CASE AB-83-14, ARE NO LONGER NECESSARY FOR PUBLIC USE AS ROADWAYS AND ARE HEREBY EXTINGUISHED AS PRESENT OR FUTURE PUBLIC RIGHTS-OF-WAY.

WHEREAS, the requested abandonments are easements for public rights-of-way purposes described as these parcels of land located in Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Apache Junction, Pinal County, Arizona, and more particularly described as follows:

Parcel 1

The South 33 feet of the North $\frac{1}{4}$ of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; EXCEPT the West 33 feet, and EXCEPT the East 40 feet, and EXCEPT the East 66 feet of the East 363 feet.

Parcel 2

The North 33 feet of the South $\frac{1}{4}$ of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; EXCEPT the West 33 feet, and EXCEPT the East 40 feet, and EXCEPT the East 66 feet of the East 363 feet.

Parcel 3

The East 33 feet of the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; EXCEPT the North 33 feet, and EXCEPT the South 33 feet.

Parcel 4

The West 33 feet of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; EXCEPT the North 33 feet, and EXCEPT the South 33 feet.

Parcel 5

The West 33 feet of the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; EXCEPT the North 33 feet, and EXCEPT the South 33 feet.

Parcel 6

The East 33 feet of the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; EXCEPT the North 33 feet, and EXCEPT the South 33 feet.

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 extinguished as present or future public rights-of-way.

BE IT FURTHER RESOLVED that the abandonment of the public right-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 18TH DAY OF DECEMBER, 19 84.


Wendell J. Clarke
Mayor

ATTEST:

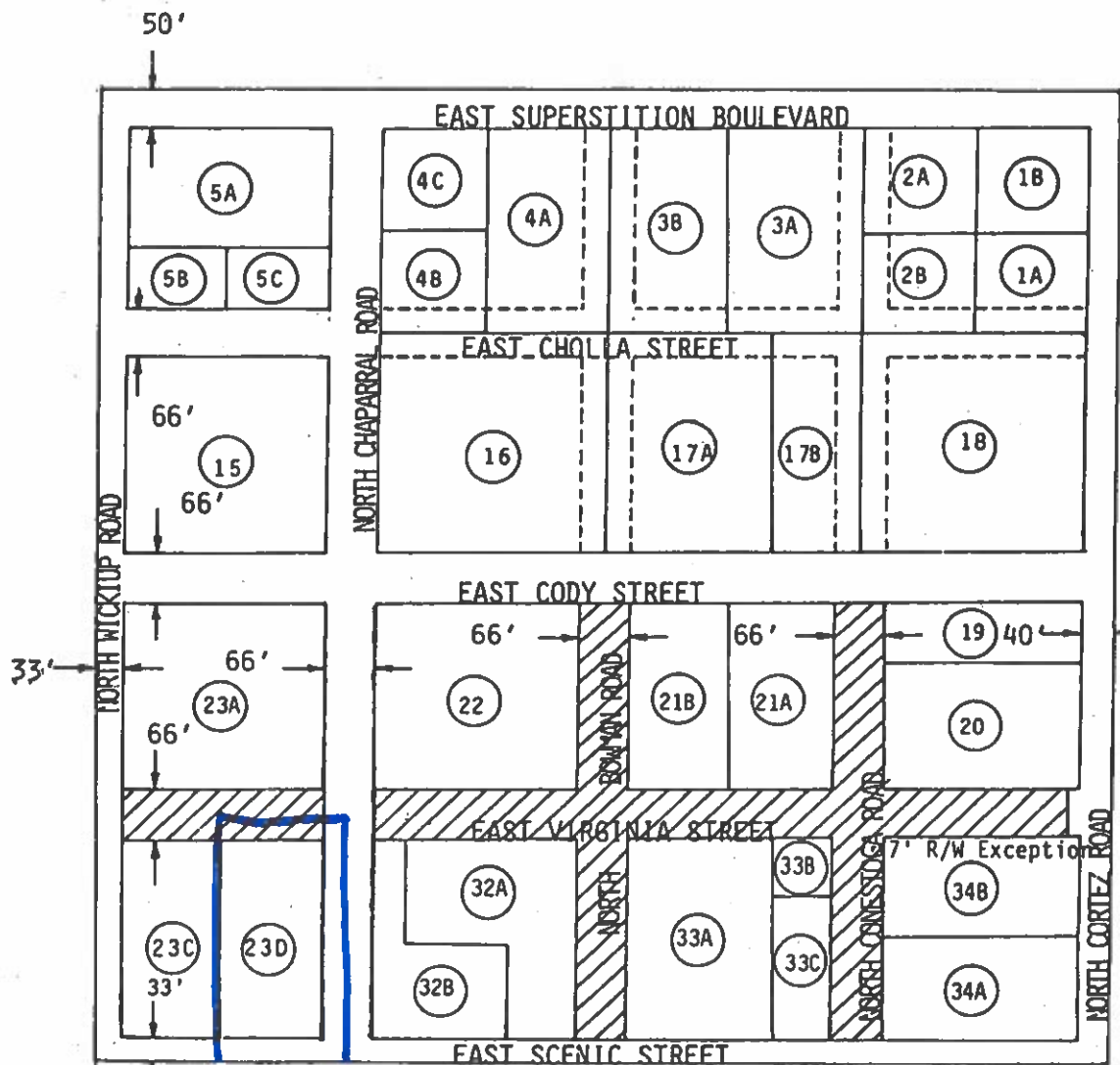

Kathleen Connelly
City Clerk

APPROVED AS TO FORM:


David F. Alexander
City Attorney

AB-83-14

PROPOSED RESOLUTION NO. 84-65



ASSESSOR'S TAX PARCEL NO. 103-03-



PROPOSED ROADWAY ABANDONMENT



PREVIOUSLY ABANDONED ROADWAY - CASE AB-81-18

SCALE: 1" = 200.00'

RESOLUTION NO. 84-65

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 CONESTOGA ROAD AND BOWMAN ROAD, BETWEEN CODY STREET AND SCENIC STREET; AND VIRGINIA STREET, BETWEEN WICKIUP ROAD AND CORTEZ ROAD, AS DESCRIBED IN STREET ABANDONMENT CASE AB-83-14, ARE NO LONGER NECESSARY FOR PUBLIC USE AS ROADWAYS AND ARE HEREBY EXTINGUISHED AS PRESENT OR FUTURE PUBLIC RIGHTS-OF-WAY.

WHEREAS, the requested abandonments are easements for public rights-of-way purposes described as these parcels of land located in Section 22, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Apache Junction, Pinal County, Arizona, and more particularly described as follows:

Parcel 1

The South 33 feet of the North half of the South half of the Northeast quarter of the Northwest quarter; EXCEPT the West 33 feet and EXCEPT the East 40 feet and EXCEPT the East 66 feet of the West 363 feet.

Parcel 2

The North 33 feet of the South half of the South half of the Northeast quarter of the Northwest quarter; EXCEPT the West 33 feet and EXCEPT the East 40 feet and EXCEPT the East 66 feet of the West 363 feet.

Parcel 3

The East 33 feet of the West half of the Southeast half of the Northeast quarter of the Northwest quarter; EXCEPT the North 33 feet and EXCEPT the South 33 feet.

Parcel 4

The West 33 feet of the East half of the Southeast quarter of the Northeast quarter of the Northwest quarter; EXCEPT the North 33 feet and EXCEPT the South 33 feet.

Parcel 5

The West 33 feet of the West half of the Southeast quarter of the Northeast quarter of the Northwest quarter; EXCEPT the North 33 feet and EXCEPT the South 33 feet.

Parcel 6

The East 33 feet of the East half of the Southwest quarter of the Northeast quarter of the Northwest quarter; EXCEPT the North 33 feet and EXCEPT the South 33 feet.

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 extinguished as present or future public 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 5TH DAY OF MARCH, 1985.


Wendell J. Clarke
Mayor

ATTEST:

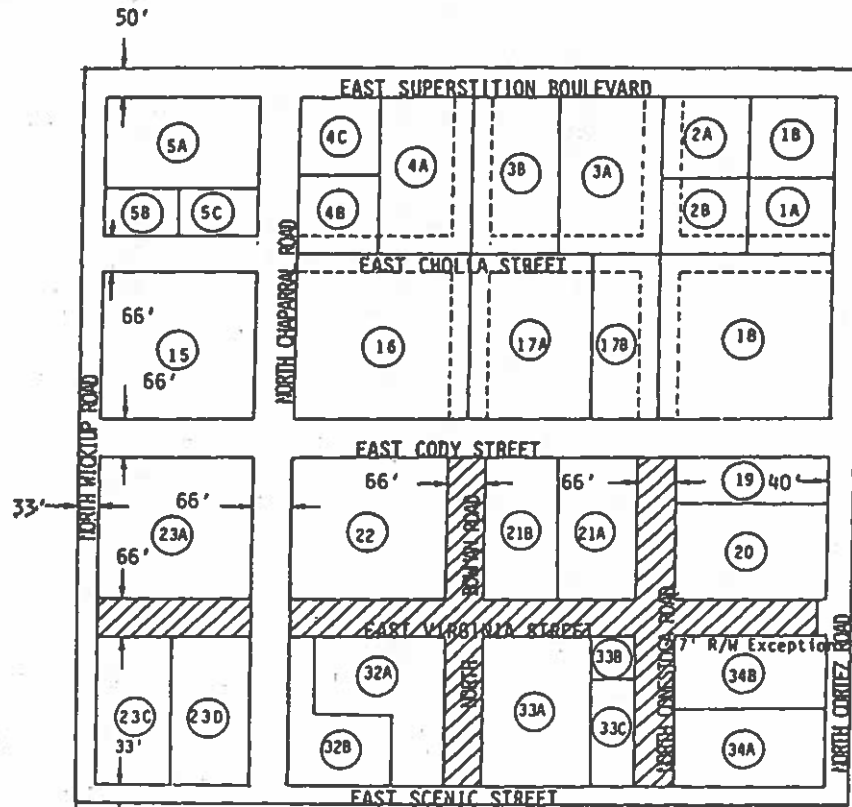

Kathleen Connelly
City Clerk

APPROVED AS TO FORM:


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City Attorney

AB-83-14

PROPOSED RESOLUTION NO. 84-65



ASSESSOR'S TAX PARCEL NO. 103-03-



PROPOSED ROADWAY ABANDONMENT



PREVIOUSLY ABANDONED ROADWAY - CASE AB-81-18

SCALE: 1" = 200.00'

ANDREA K MAESTAS
RICHARD N MAESTAS
2056 E SCENIC ST.
APACHE JUNCTION, AZ 851194247

91-2/1221

3012

DATE 12.20.23

PAY TO THE
ORDER OF

APACHE JUNCTION WATER DIST. \$ 350.00
THREE HUNDRED FIFTY AND NO/100

DOLLARS



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JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

APP. FEE

[Handwritten Signature]

MP