

**WATER UTILITY EASEMENT
EXTINGUISHMENT APPLICATION**

Name of Applicant(s): Sundance West RV Resort, LLC

Mailing Address/City/State/Zip: 2024 S Cortez Rd Apache Junction, AZ 85119

Contact Number: 480-461-4670 E-mail address: jon.gillespie@pewandlake.com

Tax Parcel #: 103-20-025B & 103-20-024

Location of Easement requested for extinguishment:

North, east and west exterior boundaries of 103-20-024 and north and west exterior boundaries, including the central 66 feet, of 103-20-025B. Please see the attached exhibit for detail.
Patent Numbers 1160032, 1160338, and 1156164.

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

[Signature]
Applicant Signature

Applicant Signature

STATE OF ARIZONA)
COUNTY OF Maricopa) ss.
PIAL)

Subscribed and sworn before me this 20th day of January, 2021, by
George McGavin

My Commission Expires:

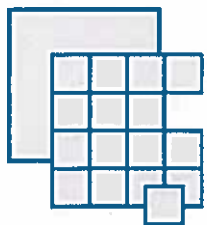
2/28/2021



[Signature]
Notary Public

My Commission Expires:

Notary Public



Pew & Lake, P.L.C.

Real Estate and Land Use Attorneys

W. Ralph Pew

Certified Real Estate Specialist

Sean B. Lake

Reese L. Anderson

April 2, 2020

VIA US MAIL DELIVERY

Mike Loggins
Water District Director
Apache Junction Water District
300 East Superstition Boulevard
Apache Junction, AZ 85119

Re: Abandonment of Federal Patent Easements on APNs 103-20-024 & 103-20-025B

Dear Mr. Loggins:

Our firm represents the property owner Sundance West RV Resort, LLC in its pursuit to abandon certain federal patent easements ("FPE") located on APNs 103-20-024 & 103-20-025B in the City of Apache Junction (See Exhibits A and B attached). This written statement accompanies our application to the Apache Junction Water Utilities CFD ("District") regarding this abandonment request. Please refer to the exhibits submitted with the application which provide additional detail to the request. Please also see the Relinquishment of Public Utility Easements document which has been granted by the Salt River Project Agricultural Improvement and Power District ("SRP").

The FPE are located along all exterior boundaries of APN 103-20-240 which is a 5 acre parcel. FPE are also located on all exterior boundaries and down the middle of APN 103-20-025B which is a 10 acre parcel. The patents to be abandoned are Patent Numbers 1160032, 1160338, and 1156164.

It is anticipated that abandonment of these FPE will be in the best interests of the District. The FPE under consideration for extinguishment are unnecessary with respect to the District's future growth or related needs and will promote the District's public health, safety and welfare. Abandonment of the FPE is not sought in Cortez Road ROW as that has already been dedicated to the City of Apache Junction west of the centerline. It is our position that potential District needs are available under that existing dedication. If future development occurs then appropriate dedications will be granted by the property owner. It is our understanding that surrounding development has access to water services in either Southern Avenue, Cortez Road or Old West Highway and our client's property would not be integral for connection of future services.

Thank you for your consideration of this request and please do not hesitate to contact me via email (jon.gillespie@pewandlake.cm) or phone (480-461-4670).

Sincerely,

Jon C. Gillespie

PEW & LAKE, PLC

Security features are included. Details on back.

JPMorgan Chase Bank, N.A.
91-2/1221

001114

SUNDANCE WEST RV RESORT, L.L.C.
1703 N THORNTON RD
CASA GRANDE, AZ 85122

3/26/2020

PAY TO THE
ORDER OF

Apache Junction Water District

\$ **350.00

Three Hundred Fifty and 00/100

DOLLARS

Apache Junction Water District

MEMO

Fees

 MP

EXHIBIT A – Legal Description of Property

Parcel No. 1:

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

Parcel No. 2:

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

Parcel No. 3:

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

EXHIBIT B – Legal Description of Easement to be Extinguished

Parcel No. 1:

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

Parcel No. 2:

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

Parcel No. 3:

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

A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER, NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA

EXHIBIT B

OWNER INFORMATION
GEORGE MC GAUL
1837 N THOMPSON RD
CASA GRANDE, AZ 85122
520-426-5642
VICTOR@KCEONCE@aol.com

SITE ADDRESS

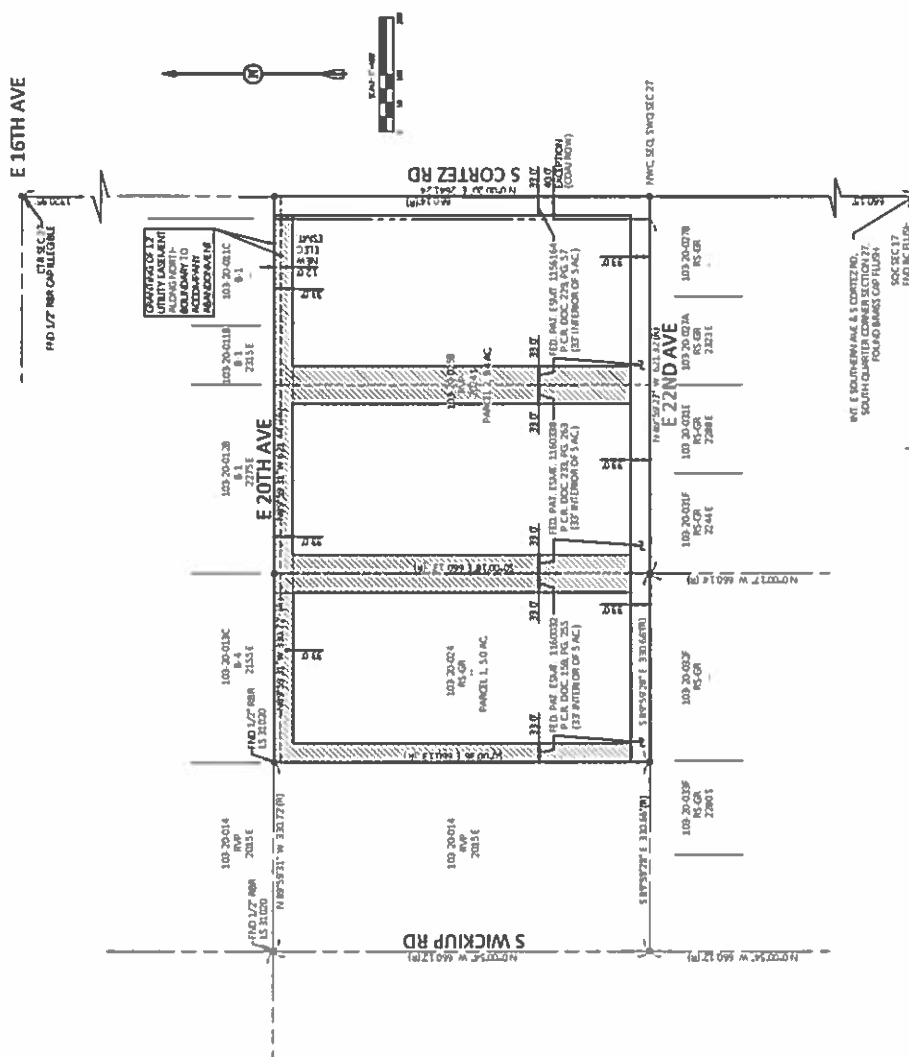
ZONING
LOCAL RES-GD 5.0 AC PARCEL, RPD 10.0 AC PARCEL

LEGAL DESCRIPTION

tion 1.
The Federal of the Northwest quarter of the Southwest quarter of section 27, Township 3 North, Range 16 East of the City and Salt River Basins and Meridian, Pinal County, Arizona.
DEPOSITING THEREFROM all coal, oil, gas and other mineral deposits as reserved on Patent from the United States of America.

North 27: The northeast quarter of the Southeast quarter of Section 27, Township 36 North, Range 1 East, Gold and Salt River Basins and Maricopa County, Arizona. DEPOSITED IN THE OFFICE OF LAND, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE LAND FROM UNITED STATES OF AMERICA, AND EXCEPT THE EAST 40 FEET THEREOF.

LEGEND



WITTENBERG, R. J. 1983. *WITTENBERG & S. COASTAL MD.*

SOUTH QUEBEC LUMBER SECTION 27
POLED BASS CAP FULLER

125205

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100

SUNDANCE WEST RV PARK (PC APN 103-20-0258) FPE EXHIBIT EXHIBIT B - PATENT EASEMENT ABANDONMENT				442 E 1st Street of Bldg. Phoenix, AZ 85003 480 619 9989 One Engineering, Land Surveying, Landscaping, Management 4100 N. 19th Ave. Phoenix, AZ 85018	CITY OF ADAPIC HAZARD AP PERMIT NOS. 050 BLD 2020-0000 PINAL COUNTY, AZ 85116
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March 25, 2020

RE: Agency Authorization

To Whom It May Concern:

Sundance West RV Resort, LLC, hereinafter referred to as "Owner," is the owner of approximately 15 acres located at the SWC of Old West Highway and Cortez Road in Apache Junction, Arizona and further identified by the Pinal County Assessor Parcel Numbers: 103-20-025B and 103-20-024, hereinafter referred to as the "Property."

Owner hereby appoints Pew & Lake, PLC to act as Owner's agent in relation to the Property in filing, processing, and representation regarding any patent easement abandonment, general plan amendment, rezoning, development agreement or any other land use requests filed on behalf of the Owner.

OWNER:

Sundance West RV Resort, LLC,
an Arizona limited liability company

By: 
George McGavin Jr., Manager

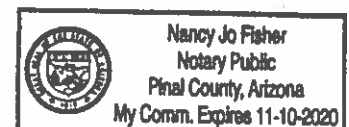
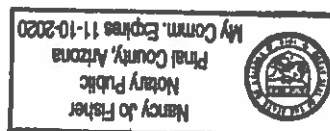
STATE OF ARIZONA)
)ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 26th day of March, 2020 by George McGavin Jr., Manager of Sundance West RV Resort, LLC, an Arizona limited liability company, on behalf of the entity.


Notary Public

My Commission Expires:

11/10/2020



STATE OF ARIZONA, County of Pinal; No. 142393 ss. Mary W. Duke
I do hereby certify that the within instrument was filed and recorded at request of Mary W. Duke
on AUG 10 1956 at 9:00 AM, Docket
Page 159 PAGE 255
Records of Pinal County, Arizona.
WITNESS my hand and official seal the day and year first above written.
SOPHIE M. SMITH, County Recorder
By Sophie M. Smith Deputy.

Arizona 01121

DOCKET 159 PAGE 255

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 Mary W. Duke

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

Gila and Salt River Meridian, Arizona.

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

sec. 27, ~~Range 8 East~~.

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 TWENTY-FIFTH day of MAY in the year of our Lord one thousand nine hundred and FIFTY-SIX and of the Independence of the United States the one hundred and EIGHTIETH.

For the Director, Bureau of Land Management.

By Rose M. Beall
Chief, Patent Section.

Patent Number 1160032

STATE OF ARIZONA, County of Pinal; No. 186345

I do hereby certify that the within instrument was filed and recorded at request of *Canter - Carter*
125 W. Mosier St. on *APR 7 1959* at *8:00 P.M.* Docket *229* Page *57*
Page *Phy* Records of Pinal County, Arizona

WITNESS my hand and official seal the day and year first above written

SOPHIE M. SMITH, County Recorder.
By *Sophie M. Smith*

4-1113
(Sept. 1954)

Arizona 01030

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

Ann Florence Teufel

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. 27, ~~E. 1/4~~ S. 1/4.

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
FIFTEENTH day of DECEMBER in the year of
our Lord one thousand nine hundred and FIFTY-FIVE
and of the Independence of the United States the one hundred
and EIGHTIETH.

For the Director, Bureau of Land Management.

By *Rose M. Beall*
Acting Chief, Patents Section

Patent Number

1156164

STATE OF ARIZONA, County of Pinal, No.

and recorded at

on MAY 26 1959 at

Page 233

WITNESS my hand and official seal this day and year first above written

By

Deputy

Arizona County

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 Roy Hunt,

pursuant to the provisions of the Act of Congress approved June 1, 1936 (52 Stat. 699), entitled "An Act to provide for the purchase of public lands for homes and other sites," and the acts supplemental thereto, for the following-described land:

Gila and Salt River Maricopa, Arizona.

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

Sec 27, Township 1 N., Range 8 E.,

The area described contains 9.00 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, 1936. 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, 1946 (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 SIXTH day of JUNE 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 EIGHTY-THIRD.

For the Director, Bureau of Land Management.

By

Chief, Patent Section.

Patent Number 1160338

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

WASHINGTON 25, D. C. APR. 17, 1959

Clara E. Galt

RECORDING REQUESTED BY

Premier Title Agency

Escrow Number: A-111876

WHEN RECORDED MAIL TO

Sundance West RV Resort, L.L.C.
1703 N. Thornton Road
Casa Grande, AZ 85122



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

Virginia Ross

Electronically Recorded

DATE/TIME: 12/19/2019 1428

FEE: \$30.00

PAGES: 3

FEE NUMBER: 2019-108773

A.P.N.: 103-20-025B, 103-20-0240

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

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

Budget RV, LLC, an Arizona limited liability company

Do/does hereby convey to

Sundance West RV Resort, L.L.C., an Arizona limited liability company

The following real property situated in Pinal County, Arizona

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

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

Dated this 19 day of December, 2019.

Budget RV, LLC,
an Arizona limited liability company

By: Robert H. Murphy, as Trustee of the Bob Murphy
Charitable Trust dated July 30, 2019, its Sole Member

By: 
Robert H. Murphy, its Trustee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 12/18/19 before me, Donna Belleville Notary Public
(Insert name and title of the officer)

personally appeared Robert H. Murphy
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

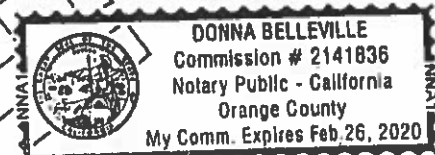


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

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

EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in Patent from United States of America.

Parcel 2:

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

EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in Patent from United States of America; and

Except the East 40 feet thereof.



Commitment for Title Insurance

Issued by

Old Republic National Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Premier Title Agency

As Your Title Company

Contact Information:

2910 E. Camelback Rd., Suite 100
Phoenix, AZ 85016
Phone: (602) 491-9660
Fax:

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

Premier Title Agency COMMITMENT

Commitment Issued By:

Order Number: A-111876
Amendment 1

Premier Title Agency
2910 E. Camelback Rd., Suite 100

Phoenix, AZ 85016

Escrow Officer: Rich Newton
Phone: (602) 224-0400
Fax: (602) 794-6522
Escrow Officer Email: rnewton@ptanow.com
Email Loan Docs To:

Customer Reference: McGavin

Property Address: 2014 South Cortez Drive, Apache Junction, AZ 85119

Dated as of September 3, 2019
Title Officer: Kelly Wilson
Title Officer Email: kwilson@ptanow.com

EXPLANATION OF CHARGES

2006 ALTA Extended Owners Policy	\$14,524.50
2006 ALTA Extended Loan Policy	\$0.00

Total Estimated Charges:	\$14,524.50
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This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

**NOTICE**

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:
Premier Title Agency
2910 E. Camelback Rd., Suite 100
Phoenix, AZ 85016
Agent ID: A02447

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Counterparty

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II - Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

COMMITMENT - SCHEDULE A

1. Commitment Date: August 26, 2019 at 5:00PM
2. Policy or Policies to be Issued:

2006 ALTA Extended Owners Policy

Proposed Insured:
John McGavin

Liability:
\$5,000,000.00

Premium:
\$14,524.50

2006 ALTA Extended Loan Policy

Proposed Insured:
TBD

Liability:

Premium:
\$0.00

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

Fee
4. Title to said estate or interest covered herein is at the commitment date hereof vested in:

BUDGET RV, L.L.C., an Arizona limited liability company
5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Exhibit "A"

Legal Description

Parcel 1:

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

EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in Patent from United States of America.

Parcel 2:

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

EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in Patent from United States of America; and

Except the East 40 feet thereof.

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SCHEDULE B - Part I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Record.
5. THE RIGHT IS RESERVED by the Company to make additional exceptions and/or requirements should additional information be provided that changes or modifies the proposed transaction beyond the scope of that defined by Schedule A of this Commitment for Title Insurance.
6. THE RIGHT IS RESERVED to make additional exceptions or requirements upon submission of the name of the proposed insured.
7. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.

PLEASE NOTE: SOME COVERAGE, INCLUDING MECHANIC'S LIEN, CERTAIN ENDORSEMENTS, ETC., MAY REQUIRE ADDITIONAL TIME TO OBTAIN APPROVAL. NOTIFY US ABOUT ANY REQUESTED ADDITIONAL COVERAGE AS SOON AS POSSIBLE TO AVOID DELAYS.

8. PROPER SHOWING that all regular and special assessments levied by Superstition Mountains Community Facilities District No. 1, now due and payable have been paid in full. NOTE: Contact (480) 983-2212.
9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation(s), please contact the Title Department immediately for further review prior to closing.

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

10. PROPER SHOWING that the manufactured/mobile home situated on the land is one and the same as the one that is subject of Affidavit of Affixture recorded in Docket 1417, page 218 as:

Year: 1973

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Make: Elkhart
VIN: 12533522DA & B

11. REQUIREMENT SATISFIED - USUAL PRELIMINARY INSPECTION report by an employee of the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination.
12. FURNISH an Indemnity Agreement for the benefit of Premier Title Agency and the Underwriter herein executed by the seller/borrower that no work or material has been done or furnished within the statutory lien period which could give rise to a mechanic's or materialman's lien.
13. FURNISH the Company with proper Certificate by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any Options to Renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAINS A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE. Upon receipt and approval by the Company, the associated exception in Schedule B will be limited to those parties identified in the Certificate.

NOTE: If any leases are to be subordinated THE FORM OF SUBORDINATION MUST BE APPROVED by the Company PRIOR TO CLOSE OF ESCROW.

14. FURNISH PLAT OF SURVEY acceptable to the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS includes items 1, 8, 11 and 13 of Table A thereof. The field work was completed on (date)."

Additionally, the Certification must include Premier Title Agency and the underwriter shown on the face of this Commitment.

NOTE RE ZONING: Should Zoning coverage be requested the following will additionally be REQUIRED:

- (A) Survey must include Items 6, 7(a), 7(b)(i) and 7(c) of Table A, and the type and number of parking spaces must be included;
- (B) FURNISH the Company with a Letter or Certificate from the local zoning authority stating:
 - Zoning classification and vesting date of the land;
 - Permitted uses under that classification;
 - Improvements on land constitute a permitted use;
 - No notice of violation has been issued.

THE RIGHT IS RESERVED to make additional exceptions or requirements upon examination of the required items.

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15. FURNISH copy of filed Original Articles of Organization of Budget RV, L.L.C., a(n) Arizona limited liability company which states whether said limited liability company is member managed or manager managed.
16. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Budget RV, L.L.C., a(n) Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination.

NOTE: If an Affidavit is provided in lieu of an Operating Agreement it must state whether the entity is a Series LLC.

17. PROPER SHOWING as to the marital status of John McGavin prior to the close of escrow. THE RIGHT IS RESERVED to make additional exceptions or requirements based upon information furnished.
18. FURNISH the Title Officer with a copy of the Lenders Closing Instructions and/or Attorney Closing Instruction Letter. THE RIGHT IS RESERVED to make additional exceptions and or requirements upon the examination of said instructions and or letters.

NOTE: Said instructions and/or letters should be furnished as soon as available to avoid any possible delays in closing.

NOTE 2: Said instructions MAY NOT contain any provisions requiring insurance without exception for creditors' rights. Instructions requiring creditors' rights coverage will delay recording pending receipt of amended instructions without such provisions.

19. RECORD Deed from BUDGET RV, L.L.C., an Arizona limited liability company to the parties to be insured herein.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.
20. PROPER EXECUTION OF the Deed of Trust or Mortgage to be insured herein. NOTE: If the security document(s) are executed by any parties in addition to the record title holder/purchaser, the following will be added to Schedule B in any Owners Policy, Schedule B, Part II of any LTAA Standard Coverage Loan Policy, or Schedule B, Part I, of any ALTA Lenders Policy, when issued, unless properly disposed of to the satisfaction of the Company:

Rights of (non-titled signor), in and to the within property, as disclosed by joinder in the execution of instrument recorded (date of recording), in (instrument number). NOTE: At execution thereof this was not the record title holder of property.
21. RECORD Deed of Trust to be insured.

NOTE 1: Arizona has very specific Statutory requirements for the qualifications for "Trustee" under a deed of trust. Those requirements can be found at: <http://www.azleg.state.az.us/ars/33/00803.htm>

NOTE 2: If Premier Title Agency, is named as Trustee under the Deed of trust the correct name and address is:

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Premier Title Agency
2910 E. Camelback Rd., Suite 100
Phoenix, AZ 85016

NOTE 3: CREDITOR'S RIGHTS COVERAGE IS NOT AVAILABLE through either deletion of the Creditor's Rights Exclusion or any affirmative Creditor's Rights Endorsement. Lender's instructions requesting such coverage may cause a delay in recording, pending amended instructions.

NOTE RE LENDER'S ENDORSEMENTS: Should the lender herein request an ALTA 7.1 (ALTA 7.1-06) Manufactured Home Conversion Endorsement, the following additional Requirements will apply:

- a.) PROPER SHOWING of the results of the lien search of the records of the Arizona Secretary of State UCC Division; and
- b.) RELEASE of any UCC disclosed thereby.

LIEN SEARCH NOTE: All searches of Public Records ("those records imparting constructive notice and those of the US Patriot Act") of the Buyer's/Borrower's Name(s), required pursuant to the preparation of this Commitment for Title Insurance were performed through our Title Plant General Index records. Only those matters are shown which are necessary to be addressed to insure the Lender in the priority position requested. This statement is informational and does not extend the coverage afforded by any policy of title insurance which may be issued hereunder.

DETAILED LIEN REPORT: A separate report, covering a period of 10 years, of those judgment/lien matters which are not released in the said Public Records and which affect the Buyer's/Borrower's name(s), may be ordered. If such report is to be requested, please contact us for the fees associated therewith. A detailed STATEMENT OF INFORMATION for each name requested will be REQUIRED PRIOR to preparing such report. Incomplete Statements of Identity may result in an excessive amount of questionable information. Any such report prepared is informational is not a commitment to insure, and does not extend the coverage afforded by any policy of title insurance which may be issued hereunder.

TAX NOTE: 2018 Tax Parcel # 103-20-025B & 013-20-0240 [link to tax sheets](#) [link to Assessor map](#)

NOTE: Central Arizona Groundwater Replenishment District's (CAGRD) replenishment assessments are collected by the County Assessor. However, CAGRD's assessment is not based on an ad valorem tax rate, but rather is based on the actual volume of groundwater used on the property in the previous year. This Company will not undertake any proration of this assessment other than based on the current tax information available.

Vesting Information: [link to vesting deed in 2004-7720](#)

NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Premier Title Agency via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

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

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

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- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
(NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

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

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

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SCHEDULE B - Part II EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2019.
4. Any unpaid personal property taxes which may become a lien on real property by reason of manufactured/mobile home located thereon.
5. Any claim or loss by reason of not recording an Affidavit of Affixture relating to any manufactured/mobile home located on said land.
6. Liabilities and Obligations imposed by reason of the inclusion of said land within Superstition Mountains Community Facilities District No. 1.
7. Liabilities and obligations imposed upon said land by reason of its inclusion within Pinal County Active Management Area Groundwater Replenishment District.
8. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
9. The right of entry to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
10. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
11. Any private rights or easements within the road, street or alley abandoned by Resolution or Ordinance recorded in Docket 1168, page 560, as reserved therein or pursuant to A.R.S. 28-7210.
12. Affidavit of Affixture recorded in Docket 1417, page 218.

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13. Any private rights or easements within the road, street or alley abandoned by Resolution or Ordinance recorded in Docket 1483, page 310, as reserved therein or pursuant to A.R.S. 28-7210.
14. Restrictions relating to Residential Fireplaces imposed on said land by reason of Ordinance No. 121207-AQ1 by the Board of Supervisors of Pinal County, Arizona, recorded in Document No. 2008-1862.
15. All matters disclosed by instrument entitled Pinal County Board of Supervisors Resolution No. 072314-AQ1 Pinal County Air Quality Control District recorded in Document No. 2014-43883.
16. Rights of parties in possession.

NOTE: This exception may be made more specific upon our examination of documents, which entitle the occupants to possession.

17. The following matter(s) disclosed by inspection of said land:
 - a. Right of way for 20th Avenue.
 - b. Right of way for 22nd Avenue
 - c. Overhead public utilities approximately in the Easterly portion.
 - d. Overhead public utilities approximately in the Northerly portion.

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PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company
National Closing Solutions, Inc.
National Closing Solutions of Alabama, LLC
National Closing Solutions of Maryland, Inc.
Texas National Title

Placer Title Company
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (<i>Contact Us</i>)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

WHEN RECORDED, MAIL TO:

Pew & Lake, PLC
1744 South Val Vista Drive, Suite 217
Mesa, Arizona 85204
Attn: W. Ralph Pew

CAPTION HEADING:

RELINQUISHMENT OF PUBLIC UTILITY EASEMENTS

DO NOT REMOVE

This is part of the official document.

RELINQUISHMENT OF PUBLIC UTILITY EASEMENTS

This Relinquishment of Public Utility Easements is made on MARCH 28, 2020

By **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, a political subdivision:

RECITALS:

1. Owner, Sundance West RV Resort, LLC, an Arizona limited liability company, owns the Sundance West RV Resort located at 2024 South Cortez Street, Apache Junction, Arizona 85119, also identified as Pinal County Assessor Parcel Numbers 103-20-025B and 103-20-024 and described in the legal description of the Special Warranty Deed recorded as FEE number 2019-108773 ("Property");
2. The Property is presently burdened by public utility easements established in Docket 159, Page 255 (identified as "Parcel 1" in Exhibit "A"); Docket 233, Page 263 (identified as "Parcel 2" in Exhibit "A"); and Docket 229, Page 57 (identified as "Parcel 3" in Exhibit "A"), recorded in the Pinal County Recorder's Office with each easement being described as 33 feet in width along the boundaries of identified parcels (collectively "PUE");
3. The use and development of the Property, as well as future development of the Property by Owner, has eliminated the need to keep and preserve the PUE (or relevant portion thereof) for public utility purposes;
4. Salt River Project has determined that it no longer requires the PUE and desires to relinquish the PUE as set forth in Exhibit "A".

RELINQUISHMENT:

Now, therefore, in consideration of the payment of Zero Dollars, and the mutual exchange of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Salt River Project does hereby relinquish all rights in and to the use of the defined portions of the PUE for Public Utility purposes as set forth in Exhibit "A", attached hereto:

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: Sherry Wagner

Name: SHERY WAGNER

Title: SENIOR TECHNICIAN

STATE OF ARIZONA §

§

County of Maricopa §

On this 28 day of March, 2020, before me personally appeared Sherry Wagner
the Senior Technician for Salt River Project Agricultural Improvement and
Power District, a political subdivision, for and on behalf thereof, whose identity was proven to me on the
basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she
signed the above/attached document.

Carole Ann Stinson

Notary Public

My Commission Expires:

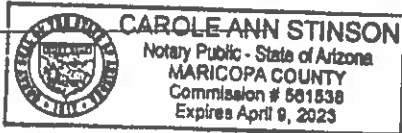


EXHIBIT "A"
(Legal Description of Relinquishment Area)

Parcel No. 1

The North 33.00 feet, the East 33.00 feet, the South 33.00 feet and the West 33.00 feet of the East half of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 27, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel No. 2

The North 33.00 feet, the East 33.00 feet, the South 33.00 feet and the West 33.00 feet of the West half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 27, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel No. 3

The North 33.00 feet, the South 33.00 feet and the West 33.00 feet of the East half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 27, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

**WATER UTILITY EASEMENT
EXTINGUISHMENT APPLICATION**

Name of Applicant(s): Sundance West RV Resort, LLC

Mailing Address/City/State/Zip: 2024 S Cortez Rd Apache Junction, AZ 85119

Contact Number: 480-461-4670 E-mail address: jon.gillespie@pewandlake.com

Tax Parcel #: 103-20-025B & 103-20-024

Location of Easement requested for extinguishment:

All exterior boundaries of 103-20-024 and all exterior boundaries except the east 33' and including the central 66 feet of 103-20-025B. Please see the attached exhibit for detail.

Patent Numbers 1160032, 1160338, and 1156164.

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 PINAL)

Subscribed and sworn before me this 24th day of March, 2020 by

George McGavin

My Commission Expires:

November 10, 2020

My Commission Expires:



Nancy Jo Fisher
Notary Public
Pinel County, Arizona
My Comm. Expires 11-10-2020


Notary Public

Notary Public

DISCLAIMER: This map was produced without benefit of a field survey and is not the intended use. The use of this map is for informational purposes only and the City of Apache Junction makes no warranty expressed or implied regarding the reliability of the information provided.

GIS Map



City of Apache Junction

April 2, 2020

0 0.045 0.09
miles

LEGEND

Municipal Boundary Parcels

	Apache Junction		CITY OF APACHE JUNCTION
	Pinal County		PINAL COUNTY

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



1. This survey and the description therein are based on a Commitment for Title Insurance issued by Premier Title Agency, Inc. for CM Nevada, dated August 26, 2018. The insurance Company, Order Number AN-111678, dated August 26, 2018.
2. BASIS OF MEASURING: The monument line at Cortez Road, along being the East line of the Southwest corner of Section 27, using a bearing of South 01 degree 30 minutes 20 seconds West, per the Record of Survey, recorded by Fed No. 2015-064181, P.C.R.
3. The bearings and distances depicted indicate actual field or computed measurements performed during the course of this survey. This information may vary from your documents of record used for this survey.
4. The building square footings shown is based on architect measurements of the building footprint at ground level and is not intended to reflect the interior or measurable area of any building. The building footprint and dimensions depict the general configuration of the building(s).
5. The utility information shown is limited to visible above ground evidence. This survey makes no attempt to depict any underground utilities and there is no guarantee or warranty to the exact location or presence of any underground utilities. The utility information shown is for informational purposes only and is not subject to review. This is not a utility location map and an underground utility locator or "BLUE STAKE" (202)3455-7200 for the precise location and extent of all utilities in the area.
6. This Survey has been prepared exclusively for the parties stated in the certification for use in conjunction with the survey recorded by Survey Map No. 1. No representation or use of this survey by any other party for any other transaction or purpose is unauthorized without written authorization from Alliance Land Survey, LLC. The use of the word "Survey" or "certification" is not intended to constitute a representation or warranty. The survey and the information of professional opinion regarding facts or findings that are the subject of the certification and does not constitute an opinion or implied warranty or guarantee (A.L.S. 32-151)
7. A site map depicting the parcel boundaries and space numbers are not available at the time of this survey's completion and they have not been shown.

ADDRESS 2024 S CORTEZ ROAD, APACHE JUNCTION, ARIZONA

A.P.N.: 103-20-0258, 103-20-0240
LAND AREA:
14.428 ACRES - 628,503 SQ. FT.

STREET PARKING SPACE TABULATION
There are no striped parking spaces on the subject property.

Any private rights or easements within the road, street or alley abandoned by Resolution or Ordinance recorded in Docket 1162, page 562, as reserved therein or pursuant to A.R.S. 28-7210.

- | | |
|----|---|
| 12 | (<u>PLATABLE MATTERS SHOWN HEREIN</u>)
Affidavit of Anticipation recorded in District 1417, page 216.
(AFFECTS SUBJECT PROPERTY - <u>NOT PLATABLE</u>) |
| 13 | (<u>PLATABLE MATTERS SHOWN HEREIN</u>)
Any private rights or easements within the road shown above are recorded in District 1463, page 310, or removed thereon pursuant to A.R.S. 28-2710.
(<u>PLATABLE MATTERS SHOWN HEREIN</u>) |
| 14 | (<u>PLATABLE MATTERS SHOWN HEREIN</u>)
Restrictions relating to Residential Tract Lots imposed on said land for reason of being located within the jurisdiction of the Board of Supervisors of Pinal County, Arizona, recorded in Document No. 2008-1882.
(AFFECTS SUBJECT PROPERTY - <u>NOT PLATABLE</u>) |
| 15 | (<u>PLATABLE MATTERS SHOWN HEREIN</u>)
All matters disclosed by instrument entitled Pinal County Board of Supervisors Resolution No. 2014-15881, recorded in Document No. 2014-15881.
(AFFECTS SUBJECT PROPERTY - <u>NOT PLATABLE</u>) |

(N)	R.Q.S.	PER FEE NO.	2015-046191,	P.C.R.
(N1)	R.Q.S.	PER FEE NO.	2013-057083,	P.C.R.
(N2)	R.Q.S.	PER BOOK 14,	PAGE 208,	P.C.R.
(N3)	R.Q.S.	PER BOOK 16,	PAGE 208,	P.C.R.
(N4)	R.Q.S.	PER BOOK 8,	PAGE 040,	P.C.R.
(N5)	R.Q.S.	PER FEE NO.	2010-112848,	P.C.R.

Record 1:
The East half of the Northwest quarter of the Southeast quarter of Section 27, Township 1 North, Range 8 East of the C&O and S&T River Basins and Meriden, Paul County, Arkansas;
DEEPIING REFORMATION of coal, oil, gas and other mineral deposits as reserved in Patent from United States of America.

Parcel 2.
The Northeast quarter of the Southeast quarter of Section
27, Township 1 North, Range 8 East of the Gb and San River Base and Meridian,
Maricopa County, Arizona.
EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in
Patent from United States of America;
except the East 40 feet thereof.

72 John McGonigle; BUDGET RV, L.L.C., an Arizona limited liability company; Provider Title Agency; and Old Republic National Title Insurance Company

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, including Items 1, 2, 4, 7(a), 7(b)(1), 7(c), 8, 12, and 14 of Table A thereof. The survey was completed on September 11, 2018.

September 20, 2019
G. Bryan Gotszenberger
R.L.S. 370220

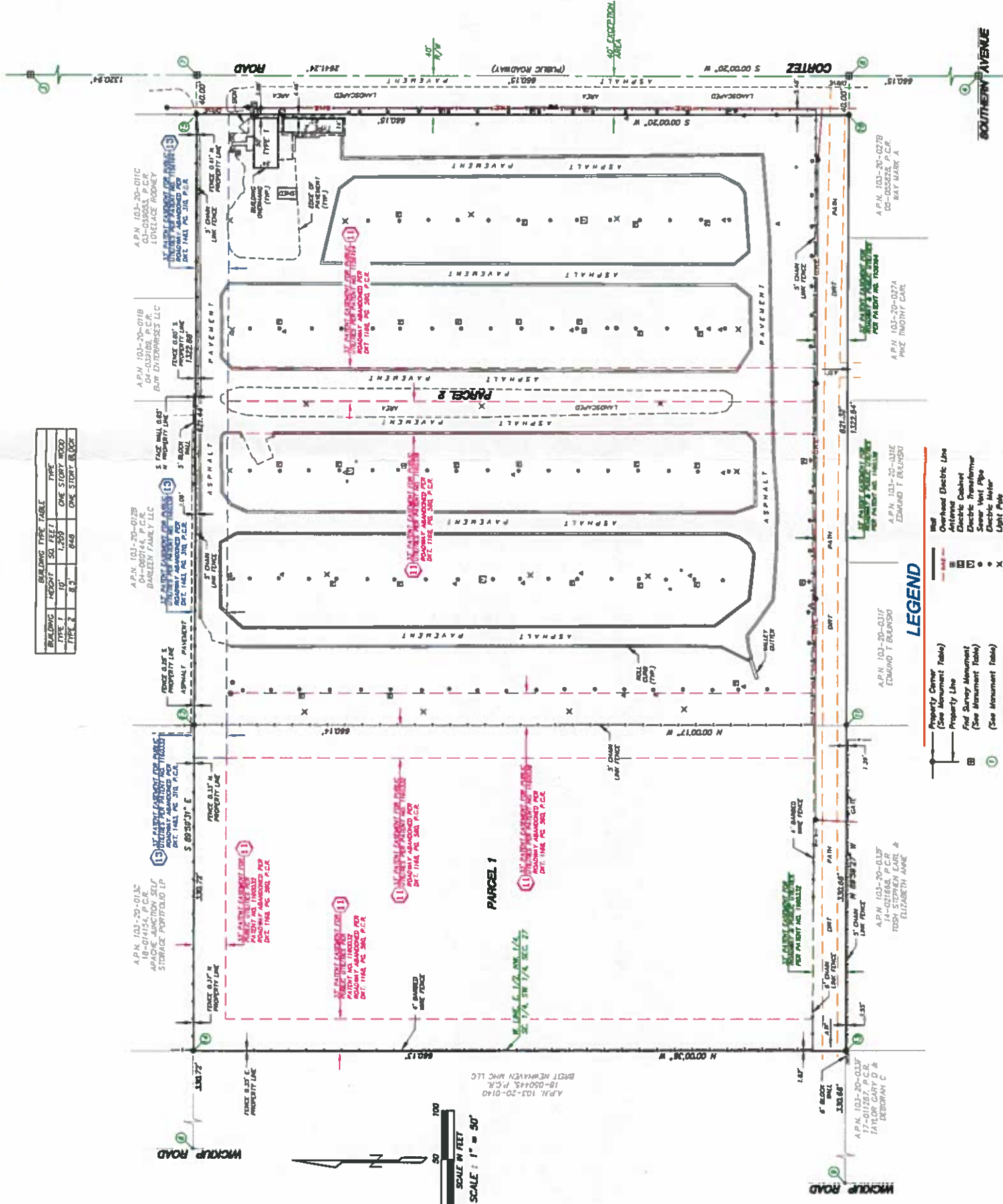


BUDGET RV PARK
2024 S. CONTEZ ROAD, APACHE JUNCTION, ARIZONA



PO BOX 1000 AVONDALE BLVD CA 90204
CLUBHOUSE AT 10000

BUILDING TYPE TABLE		
BUILDING TYPE	HEIGHT	SQ. FEET
TYPE 1	10'	1,200
TYPE 2	8.5'	840
TYPE 3	ONE STORY	WOOD
TYPE 4	ONE STORY	BLOCK



MONUMENT TABLE	
(1)	SW COR. SEC. 27 - FND 1/2 BRASS CAP FLUSH
(2)	W 1/4 COR. SEC. 27 - FND C.L.G. BRASS CAP IN POINTS
(3)	E COR. SEC. 27 - FND 1/2 REBAR W/ALCOBE CAP AS SHOWN ON (R)
(4)	S 1/4 COR. SEC. 27 - FND BRASS CAP FLUSH
(5)	FND 1/2 REBAR NO. 10 - ACCEPTED AS THE NW COR. SEC. 1/4 SEC. 27 AS SHOWN ON (R)
(6)	NW COR. SE 1/4 SW 1/4 SEC. 27 - FND 1/2 REBAR W/ALCOBE CAP L.S. 31020 PER (R)
(7)	NE COR. SE 1/4 SW 1/4 SEC. 27 - FND BRASS CAP FLUSH WEST 0.44'
(8)	FND COTTON POKER SPINDLE - ACCEPTED AS THE SE. COR. NW 1/4 SEC. 1/4 SW 1/4 SEC. 27 PER (R)
(9)	SW COR. NW 1/4 SEC. 1/4 SW 1/4 SEC. 27 - FND 1/2 REBAR CAP L.S. 31020 PER (R)
(10)	AS THE SW COR. SEC. 1/4 SW 1/4 SEC. 27 - ACCEPTED AS THE SW COR. SEC. 1/4 SW 1/4 SEC. 27
(11)	SW COR. NW 1/4 SEC. 1/4 SW 1/4 SEC. 27 - SET 1/2 REBAR W/ALCOBE CAP 11020 - ALSO FND 1/2 REBAR NO. 10 - S. 8153700 E. 0.85'
(12)	SW 1/2 REBAR NO. 10 - ACCEPTED AS THE NW COR. SEC. 1/4 SEC. 27
(13)	FND 1/2 REBAR W/ALCOBE CAP L.S. 31020 PER (R) AS SHOWN (R) & (S)
(14)	ALSO FND 1/2 REBAR NO. 10 S. 7120700 E. 0.14' - ALSO FND 1/2 REBAR W/ALCOBE CAP, N 7953500 E. 0.49'
(15)	FND 1/2 REBAR W/ALCOBE CAP L.S. 31020 PER (R) AS SHOWN (R)
(16)	ALSO FND 1/2 REBAR W/ALCOBE CAP, N. 307100 E. 2.07
(17)	SW NW NEAR W/ALCOBE TAG
(18)	SET 1/2 REBAR W/ALCOBE CAP L.S. 31020



BUDGET RV PARK
2024 S. CORTIZ ROAD, APACHE JUNCTION, ARIZONA



SHEET: 2 OF 2 DATE: 9-20-19 JOB NO: 190860

[illegible]

EXHIBIT C

SUNDANCE WEST RV PARK, PATENT EASEMENT ABANDONMENT

APACHE JUNCTION, AZ 85119

A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER, NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA

→ 20' EASEMENT REQUIRED

→ OKAY TO ABANDON AFTER RESOLUTION IS APPROVED

OWNER INFORMATION

GEORGE MCGAVIN
1817 N THORNTON RD
CASA GRANDE, AZ 85122
520-426-9662
MCGAVIN@GEE@AOL.COM

ENGINEER

MCDUGALL CIVIL CON
4624 E MARILYN RD
PHOENIX, ARIZONA 85032
KEVIN MCDUGALL, PE, RLS
602-613-9900
KEVIN@MCDUGALL.COM

SITE ADDRESS

EXISTING RV PARK 2024 S CORTEZ RD, AL, AZ 85119; 480 982 5856

ZONING

COU RS-GR 5.0 AC PARCEL, RVP, 10.0 AC PARCEL

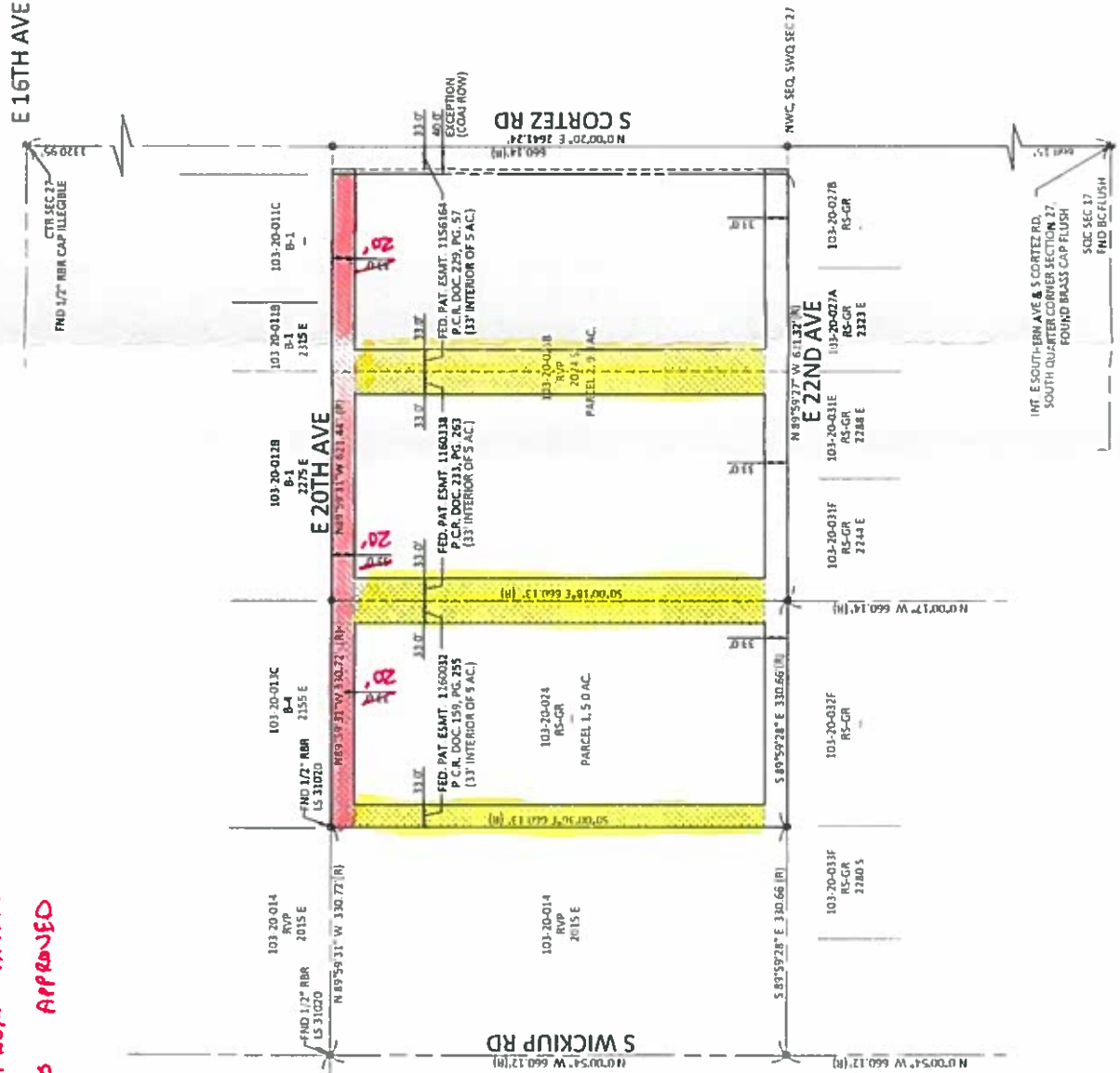
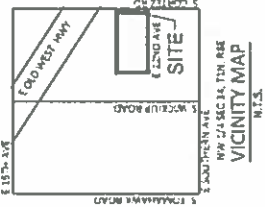
LEGAL DESCRIPTION

Parcel 1:
The East half of the Northwest quarter of the Southwest quarter of Section 27, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona; EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in Patent from United States of America.

Parcel 2:
The Northeast quarter of the Southwest quarter of Section 27, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in Patent from United States of America; and Except the East 40 feet thereof.
Said area may be subject easements and/or other deed restrictions. See title report for more information.

LEGEND

- AREA WHERE UTILITY PATENT EASEMENT ABANDONMENT IS TO OCCUR
- 33' PATENT EASEMENT ROADWAY ABANDONED PER DOCKET 1168, PAGE 560, PINAL COUNTY RECORDER
- 33' PATENT EASEMENT ROADWAY ABANDONED PER DOCKET 1481, PAGE 310, PINAL COUNTY RECORDER



ARIZONA
Professional Engineer
No. 11111
Exp. 12/31/2024

McDougal
Civil Engineering
4624 E Marilyn Road, Phoenix, AZ 85032
602-613-9900
kevin@mcDougal.com

APACHE JUNCTION, AZ 85119
SUNDANCE WEST RV PARK
PATENT EASEMENT ABANDONMENT
FPE EXHIBIT
PC APN 103-20-025B)
PINAL COUNTY, AZ 85119
CITY OF APACHE JUNCTION
AJ PERMIT NOS. BSD BLD 2020-0000
2020 BUDGET RV
DGR 478 1341 YIP
DATE 2/20/2022
SHEET 1 OF 1