

## 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): Old West Property LLC c/o Mac Randall

Mailing Address/City/State/Zip: 772 N. Swan Dr., Gilbert, AZ, 85234

Contact Number: (480) 703-0619 E-mail address: macrandall5@gmail.com

Tax Parcel #: 103-20-004

Location of Easement requested for extinguishment:

1955 E. Old West Highway (see attached exhibits)

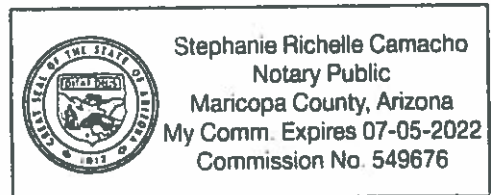
I/we do hereby certify that I/we am/are the owner/s of property that will directly benefit from approval of this application, and I/we do hereby execute this application.

  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

STATE OF ARIZONA )  
COUNTY OF Maricopa ) ss.

Mac Randall



Subscribed and sworn before me this 23 day of April, 2021, by

MacKenzie Randall

My Commission Expires:

07-05-2022

  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

4/23/21

Mac Randall  
Old West Property LLC  
772 N. Swan Dr.  
Gilbert, AZ 85234  
(480) 703-0619  
[macrandall5@gmail.com](mailto:macrandall5@gmail.com)

Re; Request for Easement Extinguishment

To Whom it May Concern:

I am writing to request an extinguishment of existing patent and utility easements as identified on Exhibit A and Exhibit B attached to the extinguishment application. This request is being made in order to facilitate a new industrial and commercial development at 1955 E. Old West Highway, Apache Junction, AZ, 85119.

Thank you for your consideration.

Regards,

  
Mac Randall

EXHIBIT A

1955 E OLD WEST HIGHWAY  
PATENT EASEMENT & PUBLIC UTILITY EASEMENT  
EXTINGUISHMENT LEGAL DESCRIPTIONS

**APN 103-20-004**

Wickiup Road

The East 33 feet of the North half of the Northeast quarter 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.

EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway;

17<sup>th</sup> Ave

The South 33 feet of the North half of the Northeast quarter 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.

EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway and  
EXCEPT east 33 feet thereof;

Vista Drive

The West 33 feet of the North half of the Northeast quarter 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.

16<sup>th</sup> Ave

The North 33 feet of the North half of the Northeast quarter 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.

EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway;

**NORTHEAST CORNER, NORTHWEST QUARTER, SOUTHWEST QUARTER  
SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST  
FOUND IRON PIPE**



## Rita Vineyard

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**From:** Mike Loggins  
**Sent:** Wednesday, May 5, 2021 4:56 PM  
**To:** Rita Vineyard  
**Subject:** FW: [External] Old West Highway and Wickiup Extinguishment  
**Attachments:** Extinguishment Exhibit.pdf; Extinguishment Legals.pdf

Mike Loggins, PE, CPM  
Water District Director  
Apache Junction Water District  
300 East Superstition Blvd., Building D  
Apache Junction, AZ 85119  
Phone: 480.982.6030 Fax: 480.288.6623  
Service Over and Above the Rest

*Office Hours: Monday–Thursday 7:00 AM – 6:00 PM; Closed on Fridays, Saturdays, Sundays and Holidays*

 Please consider the environment before printing this email.

*This message and the information within is intended for the recipient. If you received this email in error, please notify the sender and then delete the email. Emails generated by council members or City staff pertaining to City business are public records and are preserved according to the City's records retention schedule. To ensure compliance with the Open Meeting Law, members of the City Council should not forward email correspondence to other members of the Council. Members of the Council and other public bodies may reply to this message, but should not copy other members of the public body.*

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**From:** steve.bargeloh@dmengineer.com [mailto:steve.bargeloh@dmengineer.com]  
**Sent:** Wednesday, May 5, 2021 4:07 PM  
**To:** Mike Loggins <mloggins@apachejunctionaz.gov>  
**Cc:** 'Mac Randall' <macrandall5@gmail.com>  
**Subject:** [External] Old West Highway and Wickiup Extinguishment

Mike,

Good speaking with you. Amended docs attached.

Steven W. Bargeloh, P.E.  
D & M Engineering, LLC  
(480) 350-9590

\*\*\*NOTE\*\*\*

Exhibit A, legal description and Exhibit B, drawing were amended per request from Mike Loggins. The original exhibits included in the application included a portion of Wickiup Road that can not be extinguished and needed to be removed.

Original exhibit - see amended exhibit above for updated description

EXHIBIT A

1955 E OLD WEST HIGHWAY  
PATENT EASEMENT & PUBLIC UTILITY EASEMENT  
EXTINGUISHMENT LEGAL DESCRIPTIONS

**APN 103-20-004**

Wickiup Road

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EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway;

17<sup>th</sup> Ave

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EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway;

Vista Drive

The West 33 feet of the North half of the Northeast quarter 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.

16<sup>th</sup> Ave

The North 33 feet of the North half of the Northeast quarter 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.

EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway;



engineer@dmengineer.com

PH (480) 350-9590  
FAX (480) 350-9486

**SHEET**  
**1 OF 1**

**CLIENT/PROJECT**

1955 E. OLD WEST HIGHWAY

**TITLE**

**R/W & PUE EXTINGUISHMENT  
EXHIBIT "B"**





OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Virginia Ross  
Electronically Recorded

DATE/TIME: 01/29/2021 1514

FEE: \$30.00

PAGES: 3

FEE NUMBER: 2021-011552

RECORDING REQUESTED BY:  
Security Title Agency, Inc.

Escrow No.: 55201060-055-GW

WHEN RECORDED MAIL DOCUMENT AND  
TAX STATEMENT TO:

Old West Property LLC, an Arizona limited  
liability company  
772 N Swan  
Gilbert, AZ 85234

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### WARRANTY DEED

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

Old West Highway 363, LLC, an Arizona limited liability company

("Grantor") conveys to

Old West Property LLC, an Arizona limited liability company

the following real property situated in Pinal County, ARIZONA:

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

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

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

Dated: January 28, 2021

Grantor(s):

Old West Highway 363, LLC, an Arizona limited liability company

BY: Galileo Capital Partners, LLC, an Arizona limited liability company, Member

(BY: Envision Capital Management, LTD., an Arizona corporation, Manager

BY: Michael Druckman, President

NOTARY ACKNOWLEDGEMENT(S) TO WARRANTY DEED

State of Arizona

County of Maricopa

On January 28, 2021

, before me, a Notary Public in and for said State, personally appeared Michael Druckman, President of Envision Capital Management, LTD, an Arizona corporation, Manager of Galileo Capital Partners, LLC, an Arizona limited liability company

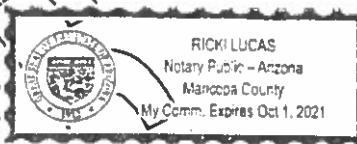
the managing member/partner of Old West Highway 363, LLC, an Arizona limited liability company of \_\_\_\_\_ a \_\_\_\_\_ corporation,

a limited company/partnership, who executed the within instrument on behalf of the company/partnership therein named, and acknowledged to me that such company/partnership executed the within instrument pursuant to its Articles of Organization and its operating agreement.

Witness my hand and official seal

(SEAL)

  
Notary Public



**EXHIBIT "A"**  
**Legal Description**

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

The North-half of the Northeast quarter 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;

EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway;  
and

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



**SECURITY**  
TITLE AGENCY

Security Title Agency, Inc.

# COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Commonwealth Land 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 EXTRACTIONAL 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, **Commonwealth Land Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By: *Natalie Bombardieri*  
Authorized Signature

**Commonwealth Land Title Insurance Company**

By: *[Signature]*

ATTEST

President

*Majorie Thompson*

Secretary

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



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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (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.

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- (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.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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**Transaction Identification Data for reference only:**

Issuing Agent: Security Title Agency, Inc.  
Issuing Office: 4722 N. 24th Street, Ste. 200, Phoenix, AZ 85016  
Escrow Officer: Gail Wefer  
Email Address: gwefer@securitytitle.com  
Title Officer: Stacy Warns  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Reference Number:  
Issuing Office File Number: 55201060-055-GW-SW  
Property Address: 1955 E Old West Highway, Apache Junction, AZ 85119  
Revision Number:

**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **December 17, 2020 at 7:30 a.m.**
2. Policy to be issued:
  - (a) **ALTA 2006 Standard Owner's Policy**  
Proposed Insured: **Old West Property LLC, an Arizona limited liability company**  
Proposed Policy Amount: **\$235,000.00**
  - (b) **ALTA 2006 Standard Loan Policy**  
Proposed Insured: **Old West Highway 363, LLC, an Arizona limited liability company**  
Proposed Policy Amount: **\$200,000.00**
  - (c) **None**  
Proposed Insured:  
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**A FEE**
4. Title is, at the Commitment Date, vested in:  
**Old West Highway 363, LLC, an Arizona limited liability company**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

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**SCHEDULE A**  
(Continued)

Countersigned:

By: *Natalie Bombardieri*  
Authorized Officer or Agent



By: *[Signature]*

ATTEST

President

*Mayorie Kung'u*

Secretary

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## EXHIBIT A LEGAL DESCRIPTION

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

The North half of the Northeast quarter 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;

EXCEPT any portion thereof lying within the right of way of U.S. 60-70-80 and 89 Highway;  
and

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

APN: 103-20-004

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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 Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Furnish satisfactory evidence to the Company that all regular and special assessments levied by Superstition Mountains Facilities District are paid.
7. Payment of taxes for the first installment of the year 2020, plus interest and penalties, if any.
8. 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, 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 an owner's Affidavit of no open Deed of Trust(s).

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Old West Highway 363, LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

**NOTE: Documentation has been submitted for review.**

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The name(s) of the proposed insured(s) was not furnished with the application for title insurance. Please provide the name(s) of the buyer(s) as soon as possible.

The Company reserves the right to add additional items or make further requirements after review of the requested information.

11. Furnish for recordation a deed as set forth below:

Type of deed: Warranty  
Grantor(s): Old West Highway 363, LLC, an Arizona limited liability company  
Grantee(s): Old West Property LLC, an Arizona limited liability company

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

12. Furnish for recordation a deed of trust, securing an indebtedness,

Executed by: Old West Property LLC, an Arizona limited liability company  
Beneficiary: Old West Highway 363, LLC, an Arizona limited liability company  
Amount: \$200,000.00

Tax Note:

Year: 2020  
Tax Parcel No: 103-20-004  
Total Tax: \$1,491.26  
First Installment Amount: \$745.63 delinquent  
Second Installment Amount: \$745.63 unpaid

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**END OF SCHEDULE B, PART I—REQUIREMENTS**

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## SCHEDULE B

### PART II – EXCEPTIONS

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

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

- A. 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.

NOTE: Upon satisfaction of all requirements here, the above exception will not be reflected on any proposed title policy identified in Schedule A.

1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2020 Taxes.
2. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2021.
3. Any rights, liens, claims or equities, if any, in favor of Central Arizona Water Conservation District, Pinal County Flood Control District and Superstition Mountains Facilities District.
4. Matters contained in that certain document

Entitled: Survey  
Recording No: Book 2 of Maps, page 323

Reference is hereby made to said document for full particulars.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: roadway and public utilities  
Recording No: Docket 226, page 526  
Thereafter a portion was abandoned by Resolution  
Recording No: Docket 1342, page 599

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



**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

6. Matters contained in that certain document

Entitled: Ordinance No. 122000-BS  
Recording No: 2001-756

Reference is hereby made to said document for full particulars.

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**END OF SCHEDULE B, PART II – EXCEPTIONS**

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

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;

- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**ATTACHMENT ONE (01-01-08)**

**AMERICAN LAND TITLE ASSOCIATION  
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the public records on the Policy Date

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A
  - OR
  - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)  
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 mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed 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 policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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 which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, 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. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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 claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that 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;
- (b) proceedings by a public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)  
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 policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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 which may be asserted by 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. (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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE  
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S 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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form 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 Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that 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;
- (b) proceedings by a public agency that 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 that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
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.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.



**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)  
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of 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 protectionThis 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.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Covered Risk	Your Deductible Amount	Our Maximum Dollar Limit of Liability
14:		1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
15:		1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
16:		1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
18:		1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)  
EXCLUSIONS**

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
  2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
  3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
4. Risks:
    - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
    - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
    - c. that result in no loss to You; or
    - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
  5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

			Your Deductible Amount	Our Maximum Dollar
	Covered	Risk	1% of Policy Amount Shown in Schedule A	Limit of Liability
16:			or \$2,500.00 (whichever is less)	\$10,000.00
18:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
19:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
21:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

**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 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 a 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 not 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 Covered 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 existence 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.

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)**

**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, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. 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 modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

NORTHEAST QUARTER, NORTHWEST QUARTER, SOUTHWEST QUARTER  
SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST  
FOUND IRON PIPE

WEST QUARTER CORNER  
SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST  
FOUND GLO BRASS CAP IN POT HOLE

U.S. HIGHWAY  
CENTER LINE

FOUND  
REBAR

300'

N54°55'52"W

FOUND  
REBAR

661.50'

N89°57'09" E 207.95'

FOUND  
REBAR

453.55'

1323.00'

S. WICKIUP ROAD

E. OLD WEST HIGHWAY

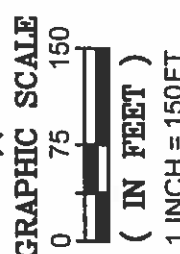
N0°04'59" W 330.16'

APN 103-20-004  
146,037 S.F.  
3.3525 AC.

N89°57'09" E 661.44'

S0°04'22" E  
11.11'

CENTER OF SECTION  
SECTION 27, TOWNSHIP 1 NORTH, RANGE 8 EAST  
FOUND IRON PIPE



LEGEND

- BOUNDARY LINE
- CENTER LINE
- SECTION LINE

APN ASSESSOR'S PARCEL NUMBER

CLIENT/PROJECT

1955 E. OLD WEST HIGHWAY

TITLE

EXHIBIT



**D & M ENGINEERING**

engineer@dmengineer.com

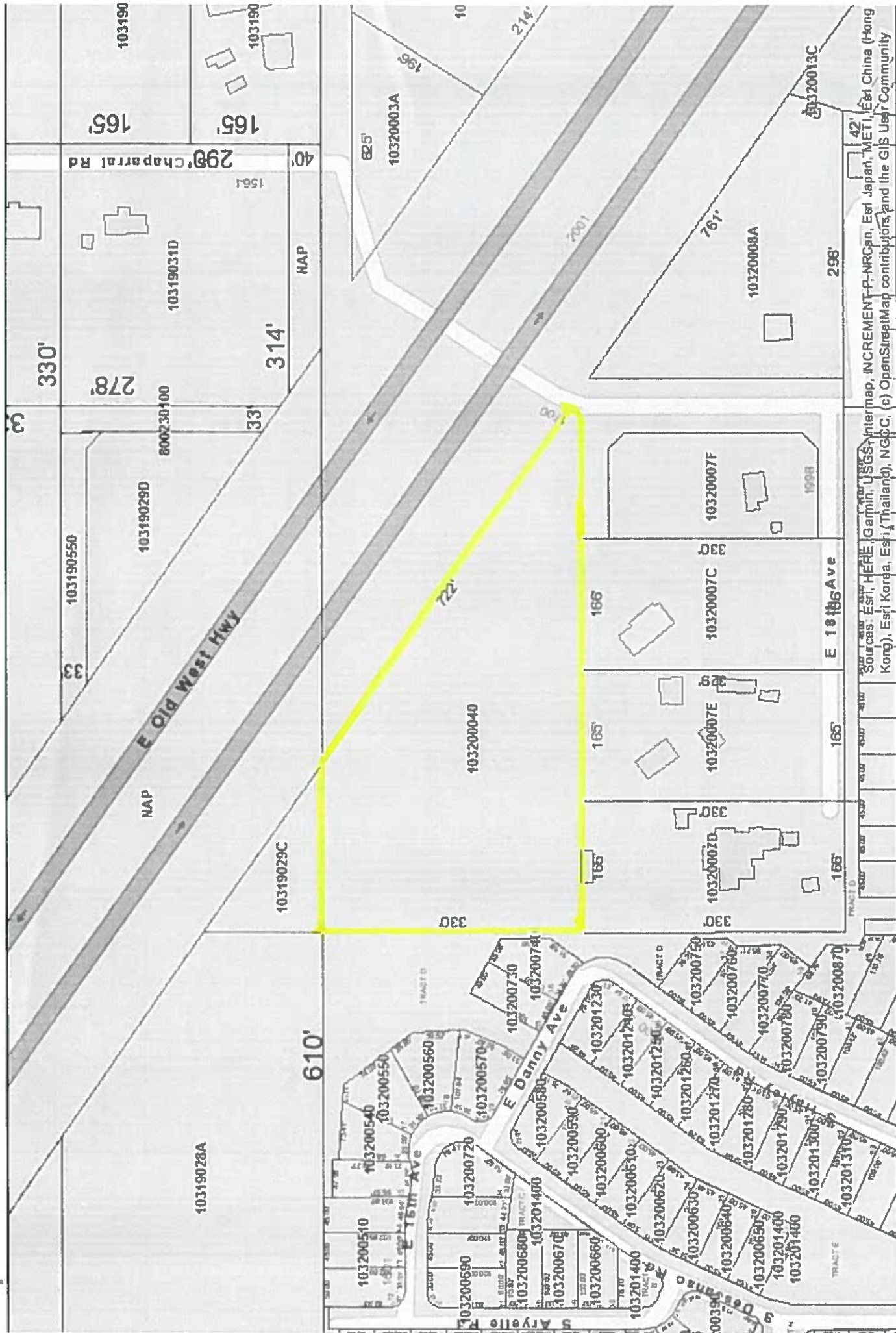
Duran Thompson, P.E.  
1020 East Gilbert Drive, Suite D  
Tempe, AZ 85281  
PH (480) 350-9590  
FAX (480) 350-9486

**SHEET  
1 OF 1**



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





Box 709  
N Pinal St  
Prescott, AZ 86301  
866 6361

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## Search Results (1 Entries)

open



## Parcel Details (103-20-0040)

open

Previous year valuations are subject to change as prescribed in the Arizona Revised Statutes. All changes in value may not be reflected in this data. For updated/correct figures, please refer to the Treasurer's Office website.

[Comparable Properties](#)[Link to This Parcel](#)[Print View](#)

Parcel Number 103-20-0040 shows the following information for Tax Year: 2022 [Tax Year Chart](#)

<b>Parcel Number:</b>		103-20-0040 ( <a href="#">View Tax Info</a> )				<b>Primary Owner:</b>		OLD WEST PROPERTY LLC	
<b>Section:</b>		27	<b>Township:</b>		01N	<b>Range:</b>		08E	
<b>Map:</b>		<a href="#">Assessor Parcel Viewer</a>							
<b>Property Description:</b> (What is this?)									
N1/2 NE NW SW LESS R/W OF SEC 27-1N-8E 3.63 AC									

<b>Date of Recording:</b>	1/29/2021	<b>Property Address (Location):</b>							
<b>Sale Amount:</b>	\$235,000.00								
<b>Document(s):</b>		<b>Subdivision:</b>							
<a href="#">2021-011552</a>		<b>Unit:</b>		<b>Block:</b>		<b>Lot:</b>		<b>Phase:</b>	
<a href="#">2008-056077</a>		<b>Cabinet:</b>				<b>Slide:</b>			
<a href="#">2006-112592</a>									
<a href="#">2006-090772</a>									
<a href="#">2003-012368</a>									

	Yes	No
--	-----	----

Widow		X
-------	--	---

Widower		X
---------	--	---

Disabled		X
----------	--	---

Senior Freeze		X
---------------	--	---



<b>Imp:</b>	0.00	<b>Item:</b>	
<b>Const year:</b>	0	<b>Grnd Flr Perim:</b>	0
<b>Stories:</b>		<b>Total Sq. Ft.:</b>	0

<b>Parcel Size:</b>	3.63
<b>Size Indicator:</b>	Acres
<b>Tax Area Code:</b>	4308 (Rates current as of 2020)
<b>Use Code:</b>	0002
<b>Land Legal Class:</b>	02RL - Vacant Land / Non-Profit Imp
<b>Impr. Legal Class:</b>	
<b>Full Cash Value (FCV):</b>	\$65,851.00
<b>Limited Value (LPV):</b>	\$65,851.00
<b>Real Property Ratio:</b>	
<b>Assessed FCV:</b>	\$9,878.00
<b>Assessed LPV:</b>	\$9,877.65

 [COMPARABLE PROPERTIES](#)

<b>Attached Personal Property:</b>	No Personal Property Listed
------------------------------------	-----------------------------

<b>Assessor Use Codes</b>		<b>[Close]</b>
Details for Use Code 0002		
<b>Primary Use:</b>	Vacant Land	
<b>Category:</b>	Undetermined Use	
<b>Sub-Category:</b>	Urban, Non-Subdivided	

\*The data presented on this website is deemed reliable but not guaranteed. This information should be used for informational use only and does not constitute a legal document for the description of these properties. The Pinal County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of this data.



1342-599

*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. 86-01, which was presented to the City Council on the 21st day of January, 1986, as it appears in my records.

January 22, 1986  
DateKathleen Connelly  
Kathleen Connelly  
City Clerk

lvc

CF: Engineering



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 15TH AVENUE FROM TOMAHAWK ROAD TO U.S. HIGHWAY 60-70-80-89 AND 16TH AVENUE FROM TOMAHAWK ROAD TO U.S. HIGHWAY 60-70-80-89 AND VISTA ROAD FROM 16TH AVENUE TO U.S. HIGHWAY 60-70-80-89 AS DESCRIBED IN STREET ABANDONMENT CASE AB-85-18, ARE NO LONGER NECESSARY FOR PUBLIC USE AS ROADWAYS AND ARE HEREBY ABANDONED AND EXTINGUISHED AS PRESENT OR FUTURE PUBLIC RIGHTS-OF-WAY.

WHEREAS, the requested abandonments are Federally Patented Easements described as parcels of land located in a portion of Section 27, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Apache Junction, Pinal County, Arizona, and more particularly described as follows:

15th Avenue

The North sixty-six (66') feet of the South three hundred sixty-six (366') of the West half of the Southwest quarter of the Northwest quarter of Section 27 lying West of the Westerly right-of-way line of U.S. Highway 60-70-80-89.  
EXCEPT the West fifty (50') feet thereof.

15th Avenue

The South thirty-three (33') feet of the South half of the South half of the Southwest quarter of the Northwest quarter; and the North thirty-three (33') feet of the North half of the North half of the Northwest quarter of the Southwest quarter of Section 27, lying West of the Westerly right-of-way line of U.S. Highway 60-70-80-89.  
EXCEPT the West fifty (50') feet thereof.

Vista Road

The East sixty-six (66') feet of the West six hundred ninety-three (693') feet of the South half of the Southwest quarter of the Northwest quarter of Section 27, lying South of the Westerly right-of-way line of U.S. Highway 60-70-80-89.

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

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

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

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

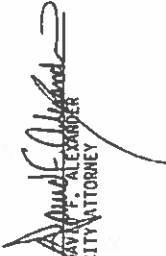
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 21ST DAY OF JANUARY, 1986.

*Morgan S. Hill*  
MORGAN S. HILL  
MAYOR

ATTEST:

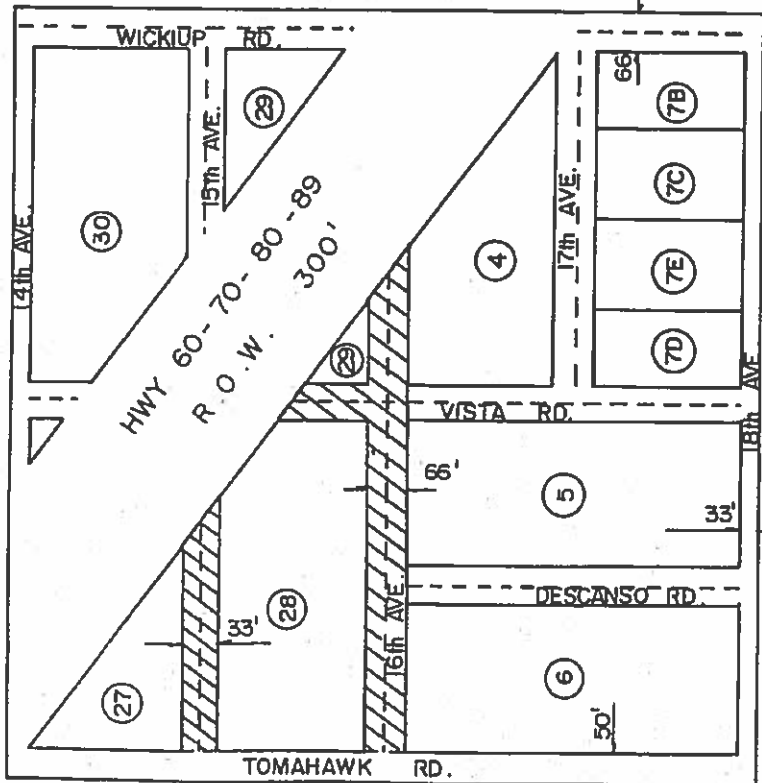
  
KATHLEEN CONNELLY  
CITY CLERK

APPROVED AS TO FORM:

  
DAVID F. ALEXANDER  
CITY ATTORNEY

1342-60

AB-85-18  
SMITH



PROPOSED ABANDONMENT

TAX PARCEL NUMBER

SCALE 1" = 200'



AB-85-18

OKT 1947 462  
4-1993  
10-1-1950

Arizona 01116

# The United States of America,

To all whom these presents shall come, Greeting:

DOCKET 226 PAGE 526

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 Lawrence Lee Murdock,

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, N. 1/4, E. 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. 478), 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 FOURTEENTH 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  
Acting Chief, Patents Section.

Patent Number 1159584

185331

STATE OF ARIZONA, County of Pinal, No. 3-11

I do hereby certify that the within instrument was filed and recorded at request of

Page 226 of 226 on May 18 1956 at 4:00 P. M. Docket No. 226 PAGE 526

WITNESS my hand and Official seal the day and year first above written.

SOPHIE M. SMITH, County Recorder

By Rose M. Beall Deputy

PARKINSON LAND LLC  
MACKENZIE G. RANDALL  
772 N SWAN DR.  
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