#### SECURITY TITLE AGENCY, INC. 8130 East Cactus Road, Suite 520 Scottsdale, AZ 85260 (480) 860-1400

### on behalf of SECURITY UNION TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A

SECOND AMENDED

- 1. Effective Date: December 8, 2005, at 7:50 AM
- 2. Policy to be issued:

Order Number: 500517929/TK/JC

a) LTAA Standard Coverage Policy 1992 Proposed Insured: Amount: \$8,200,000.00

ODYSSEY HOMES, L.L.C., an Arizona limited liability company

b) ALTA Loan Policy 1992 Proposed Insured: Amount: \$5,740,000.00

TO COME

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee.
- 4. Title to said estate or interest in said land is at the effective date hereof vested in:

COLLIN L. THORSTENSON, an unmarried man QL LYNN MINUTED

TO BE VESTED IN: ODYSSEY HOMES, L.L.C., an Arizona limited liability company

5. The land referred to in this commitment is in the State of Arizona, County of Maricopa and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

#### EXHIBIT "A"

#### PARCEL NO 1

Lots 7 and 8, Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Mendian, Mancopa County, Anzona,

Also known as the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Mendian, Mancopa County, Anzona,

EXCEPTING the Southwest quarter of the above described property, and

EXCEPTING all coal, oil, gas and other mineral deposits in the land, as set forth in Patent from the United States of America, and

EXCEPTING all uranium, thorum, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 1, 1946 (60 Stat 755)

#### PARCEL NO 2

The Southwest quarter of the following described property

Lots 7 and 8, Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Mendian, Mancopa County, Anzona,

Also known as the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Mendian, Mancopa County, Anzona,

EXCEPTING all coal, oil, gas and other mineral deposits in the land, as set forth in Patent from the United States of America, and

EXCEPTING all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 1, 1946 (60 Stat 755)

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - Section I

#### REQUIREMENTS

The following are the requirements to be complied with

- 1 Satisfactory evidence should be had that improvements and /or repairs or alterations thereto are completed, that contractor, subcontractors, labor and materialmen are all paid
- 2 Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit

#### NOTICE

Pursuant to Anzona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that does not, (a) Contain print at least ten-point type (pica) or larger, (b) Have margins of at least one-half inch along the left and right sides, one-half inch across the bottom and at least two inches on top for recording and return address information, and (c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length

A. Proper disposition of Real Estate Taxes on land being insured herein NOTE SEE TAX SHEET ATTACHED

The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of Requirement No. A

- B Record Deed of Release and Full Reconveyance of Deed of Trust releasing and reconveying all nights acquired by Deed of Trust between COLLIN L. THORSTENSON, an unmarried man, Trustor, CALIFORNIA RECONVEYANCE COMPANY, Trustee, and WASHINGTON MUTUAL BANK, FA, Beneficiary, dated October 25, 2000, recorded November 6, 2000, in Document No 2000-0854588 (Onginal Amount \$1,050,000 00)
- C Completion of inspection now in progress by an employee of Security Title Agency. The right is reserved to make additional requirements or exceptions upon examination of said report.
- D Proper showing as to any parties in possession and/or commitment of possession of any portion of said land under unrecorded leases or month-to-month tenancies, and AUTHORIZATION to show such rights of possession in Schedule "B" of the Policy of Title Insurance

E Proper showing that there have been no changes to ARticles, of ODYSSEY HOMES, L L C, an Anzona limited liability company, subsequent to December, 1995

NOTE Articles of Organization for ODYSSEY HOMES, L L C, an Anzona limited liability company on file in this office, authorizes the following Manager and or Members to execute the documents necessary to consummate this transaction

- J CRAIG WADDELL, Member or CORALIE WADDELL, Member
- F Furnish names of parties to be insured. The right is reserved to make additional exceptions or requirements upon examination of names submitted.
- G Record Deed from COLLIN L THORSTENSON, an unmarried man to ODYSSEY HOMES, L L C, an Anzona limited liability company
- H Record Deed of Trust as set forth in Schedule B

**END OF REQUIREMENTS** 

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

- A Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment
- B Any LTAA Standard Coverage Policy issued pursuant hereto will contain under Part I of Schedule B the standard exceptions set forth on the inside of the back cover hereof
- 1 2005 taxes, second installment which is due on or before March 1, , delinquent on May 1,
- 2 Water Rights, claims or title to water, whether or not shown by the public records
- 3 Reservations or exceptions in patents or in Acts authorizing the issuance thereof
- 4 Liabilities and Obligations imposed upon said land by reason of its inclusion within the following District(s)
  - East Valley Institute of Technology
- 5 Easement for roadway and public utilities, and rights incident thereto as set forth in Document No 83-431117
- 6 Easement for roadway and public utilities, and rights incident thereto as set forth in Document No 83-431118
- 7 Easement for electric lines and appurtenant facilities, and rights incident thereto as set forth in Document No. 84-282439
- 8 Right of parties, in possession, including, but not limited to, month to month tenancies

9 Deed of Trust to secure an indebtedness in the amount stated therein

Trustor

ODYSSEY HOMES, L L C, an Anzona limited liability company

Trustee

Beneficiary TO COME

Amount \$

\$5,740,000 00

Dated

Recorded , in

END OF SCHEDULE B

## SECURITY UNION TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

American Land Title Association Commitment - 1966 (Rev. 4-88)

Security Union Title Insurance Company, a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore, all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company

SECURITY UNION TITLE INSURANCE COMPANY

As issued by

SECURITY TITLE AGENCY, INC 3620 NORTH 4TH AVENUE PHOENIX, AZ 85013 (602) 266-3298

#### CONDITIONS AND STIPULATIONS

- 1 The term "mortgage", when used herein, shall include deed of trust, trust deed or other security instrument
- 2 If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company for liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations
- 3 Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment—in no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein
- 4 Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment

NOTE The language contained in the Conditions and Stipulations of the policy committed for may be examined by reference to forms on file in the office of the Department of Insurance or by inquiry at the office which issued this Commitment

#### SECURITY TITLE AGENCY, INC 8130 East Cactus Road, Suite 520 Scottsdale, AZ 85260 (480) 860-1400

## on behalf of SECURITY UNION TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A

- 1 Effective Date August 1, 2005, at 7 50 AM
- 2 Policy to be issued

Order Number 500517929/TK/JC

a) LTAA Standard Coverage Policy 1992 Proposed Insured

Amount \$8,200,000 00

ODYSSEY HOMES, L L C, an Arizona limited liability company

b) ALTA Loan Policy 1992 Proposed Insured Amount \$5,740,000 00

TO COME

- 3 The estate or interest in the land described or referred to in this Commitment and covered herein is a fee
- 4 Title to said estate or interest in said land is at the effective date hereof vested in

COLLIN I THORSTENSON, an unmarried man

TO BE VESTED IN ODYSSEY HOMES, L L C, an Arizona limited liability company

The land referred to in this commitment is in the State of Arizona, County of Maricopa and is described as follows

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

#### **EXHIBIT "A"**

#### PARCEL NO 1

Lots 7 and 8, Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Mendian, Mancopa County, Arizona,

Also known as the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPTING the Southwest quarter of the above described property, and

EXCEPTING all coal, oil, gas and other mineral deposits in the land, as set forth in Patent from the United States of America, and

EXCEPTING all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 1, 1946 (60 Stat 755)

#### PARCEL NO 2

The Southwest quarter of the following described property

Lots 7 and 8, Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

Also known as the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPTING all coal, oil, gas and other mineral deposits in the land, as set forth in Patent from the United States of America, and

EXCEPTING all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, pursuant to the provisions of the Act of August 1, 1946 (60 Stat 755)

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - Section I

#### REQUIREMENTS

The following are the requirements to be complied with

- Satisfactory evidence should be had that improvements and /or repairs or alterations thereto are completed, that contractor, subcontractors, labor and materialmen are all paid
- 2 Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit

#### NOTICE

Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that does not, (a) Contain print at least ten-point type (pica) or larger, (b) Have margins of at least one-half inch along the left and right sides, one-half inch across the bottom and at least two inches on top for recording and return address information, and (c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length

A Proper disposition of Real Estate Taxes on land being insured herein NOTE SEE TAX SHEET ATTACHED

The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in satisfaction of Requirement No. A

- B Completion of inspection now in progress by an employee of Security Title Agency. The right is reserved to make additional requirements or exceptions upon examination of said report.
- Proper showing as to any parties in possession and/or commitment of possession of any portion of said land under unrecorded leases or month-to-month tenancies, and AUTHORIZATION to show such rights of possession in Schedule "B" of the Policy of Title Insurance
- D Proper showing that there have been no changes to ARticles, of ODYSSEY HOMES, L L C, an Arizona limited liability company, subsequent to December, 1995

NOTE Articles of Organization for ODYSSEY HOMES, L.L.C., an Arizona limited liability company on file in this office, authorizes the following Manager and or Members to execute the documents necessary to consummate this transaction

J CRAIG WADDELL, Member or CORALIE WADDELL, Member

- E Furnish names of parties to be insured. The right is reserved to make additional exceptions or requirements upon examination of names submitted.
- F Record Deed from COLLIN I THORSTENSON, an unmarried man to ODYSSEY HOMES, L L C, an Arizona limited liability company
- G Record Deed of Trust as set forth in Schedule B

END OF REQUIREMENTS

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - Section II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

- A Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment
- B Any LTAA Standard Coverage Policy issued pursuant hereto will contain under Part I of Schedule B the standard exceptions set forth on the inside of the back cover hereof
- 1 2005 taxes, a lien, but not yet due and payable
- Water Rights, claims or title to water, whether or not shown by the public records
- 3 Reservations or exceptions in patents or in Acts authorizing the issuance thereof
- 4 Liabilities and Obligations imposed upon said land by reason of its inclusion within the following District(s)
  - East Valley Institute of Technology
- 5 Easement for roadway and public utilities, and rights incident thereto as set forth in Document No 83-431117
- Easement for roadway and public utilities, and rights incident thereto as set forth in Document No 83-431118
- 7 Easement for electric lines and appurtenant facilities, and rights incident thereto as set forth in Document No 84-282439
- 8 Right of parties, in possession, including, but not limited to, month to month tenancies

9 Deed of Trust to secure an indebtedness in the amount stated therein

Trustor ODYSSEY HOMES, L L C, an Arizona limited liability company

Trustee

Beneficiary TO COME Amount \$5,740,000 00

Dated

Recorded , in

END OF SCHEDULE B



### RIGHT OF WAY DEDICATION

EASEMENT TEST

WHEN RECORDED MAIL TO.
LAND & PROPERTY MANAGEMENT
3939 CIVIC CENTER PLAZA
SCOTTSDALE, AZ 85251

Parcel 217-24-032
PROJECT Single-family residence

PHYSIU AND DER SYCP III OF BILL TURY AND REX WATER 112 MILES
for a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation, its successions and assigns, a perpetual ensement and right of way for the following purposes namely: The right to enter upon the hereinafter described land and grads, level, fill, drain, pave, construct operate, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, drainageways ramps, sidewalks, curbs, gutters, and cuts as may be necessary and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground ambraced within the right-of-way situated in the City of Scottsdale, State of Arizona and described as follows:

The West 55 feet and the North 45 feet of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 5 East of the GASRBAM, Maricopa County, Arizona.

Also being G.L.O. Lot 7, Sec. 18, T.3N., R 5E.

RECORDED IN OFFI LAL RECORDS OF MARICOPA COUNTY, ARIZONA

OCT 26 '83 -11 15

BILL HENRY, COUNTY RECORDER
FEE 300 PGS 2

The said essentint to melade the right to out back and tria melipartion of the brauches and tops of the tree too proving or that may be reafter grow or extend over and right-of-way so is to prevent the same from interfering with the efficient maintenance and operation of and public highway, and public utilities.

And the Countries hereby one cannt that they are lawfully seized and passessed on this afterementioned maci or parcel of land that they have a good and lawful right to sell and convey it, and that they will warrant the table and quiet passession thereto passess the lawful claim of all persons

CALVIN VAN DER WAL MO	Actoher, 1983
STATISTIN ARIZONA  CHARLEDPA   ASS  CALVIN VAN DER WAL, and LINDA	The instrument was actioned bedand in terr me this 19 to 18 3 to 19 YAN DER MAL, his wife
My commission will replace 11/8/85	Ace Aleconch
County of} es	The first manner was arkness feeliged before me this day of the la
Ng commandence with c replac	Noting Public
KORM NO. 17 ( THE 7 79	PP 014[7 79



#### CONSENT TO EASEMENT

When recorded return to City of Scottsdale Red Estate Bervices - PDE 3939 Civic Center Plaza Scottsdale, Arizona 88291 G.L.O. Lot 7 PARCEL 217-24-032

PROJECT Single-family residence Q.5 31-50

The granting of an essement as described in the following legal description is herewith acknowledged and approved and consent is given to said sesement as to the interest of the undersigned

The West 55 feet and the North 45 feet of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 5 East of the GASRBAM, Maricopa County, Arizona.

Also being G.L.O Lot 7, Sec. 18, Y.3N., R.SE.

United Bank of Akizona, an Artzona Corporation	, Beneficiery under
a Deed of Trust recorded 7-27-83 In Dock \$3 399074 Page	records of
Mencope County, Arizone, does hereby authorize trustee to execute this or until Bank of arisonal	nsent on its behalf
(Baneticiary) Au Arthur (UP	
the latted Bank of aregona	~~
has caused its corporate name to be signed and its corporate seel to undersigned officers thereunto duly authorized this 22 day of 19.55	he affixed by the
State of Arizona 1 87	VYA most
l as	ITLE
County of Mericope )	
This instrument was acknowledged before me this M day of & & C	oper
1983 by Claret & Ortiga	UP.
of Usetted Bank of aregume	
In Witness whereof   hereunto see my hand and official seal,	
Acco Alice A	
My Commission expires 1/8/85	टर्म्स में 12 तो से <del>रहे</del>

83 43111

# RIGHT OF WAY DEDICATION

EASEMENT (ES)

WHEN RECORDED MAIL TO: LAND & PROPERTY MANAGEMENT 3939 CIVIC CENTER PLAZA SCOTTSDALE. AZ 85251

G.L.O. Lot 8
Parcel 217-24-033
PROJECT Single-family residence
Q.S. 31-50

CALVIN VAN DER NAL, M. D. and LINDA VAN DER NAL, his wife
Grantor(s), or a valuable consideration, hereby grant(s) to the CITY OF SCOTTSDALE, ARIZONA, a municipal proporation, its successors and assigns, a perpetual essement and right of way for the following purposes, amely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, construct, persts, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, drainageways, amps, sidewalks, ourbs, guiters, and cuts as may be necessary and to construct, operate and maintain any ublic utility lines, pipes or poles, on, over, under, and across the ground embraced within the right of way tusted in the City of Scottadale, State of Anzona and described as follows:
The West 55 feet of the South 1/2 of the Northwest 1/4 of the
Northeast 1/4 of the Southeast 1/4 of Section 18, Township 3

Also being G.L.O Lot 8, of Section 18, T.3N., R.SE.

North, Range 5 East of the GASRBAM, Maricopa County, Arizona

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNT, TREZONA

OCT 26 '83 -11 15
BILL MENRY, COUNTY RECORDER
FEE 300 PGS 2

The said casement to melode the right to cut back and from such portion of the branches and tops of the trees non-growing or that may becenfer grow as extend over said right-of way, so as to present the same from interfering with the efficient maintenance and operation of said public highs at said public utilities.

And the Granters berreby we count that ther are han half, record and passessed on this absence at most or passed of hard that they have a good and invelod right to self and come by a and that they will warrant the tittle and quick! possession thereto against the law ful chant of the procession.

7 " 30 11 " " " [ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	10 ZE MANY	AN DER WAL	
TI TITE (II ARIZONA  (100ml) (II MARICOPA ) 555  CALVIN VAN DER W	The interrupt you give the set of the control of the set of the control of the set of the control of the contro		14 148 3 h
't, compating will explore 4/4/85	-	savech	
YTERCOP	This multivious is used to the solution of	unale digeral beckup one this	
w		-	
ki kriumskysne seg králice			National Public
\$\$460 12 1 Ber 7 73			ort passes to



When recorded return to City of Scottsdale Regil Estate Services - PDE 3939 Civic Center Pleze Scottsdale, Anzona 88251 PARCEL 217-24-033
PROJECT Single-family residence
Q 5. 31-50

The greating of an easement as described in the following legal description is herewith acknowledged and approved and consent is given to said easement as to the interest of the undersigned.

The West 55 feet of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 3 North, Range 5 East of the GASRBAM, Maricops County, Arizona.

Also being 0 L O. Lot 8, of Section 18, T.3N., R.5E.

UNITED BANK OF AR	120NA, an Ar	izona Corporation	<u> </u>	., Beneficiery under
a Dead of Trust records	7-27-83	in Docket <u>83 399</u>	074, Page	records of
Maricopa County, Amzor	ne, does hereby	authonze trustes t	o execute the c	onsent on its b <b>ehalf</b>
(Inited Dank)		~_		
My See	gretal	By G	•	
IN WITNESS WHEREON	Bank	y areso	us.	<del></del>
has caused its corpora undersigned officers the 1983	ste name to be erquito duly eu	reigned and He od thorsed this	rporete seel to day of _ET	be offixed by the
State of Arizons	3	BY	aO3Ou	The BUI
	) ss		Ţ	1618
County of Maricopa	1			
This matrument was sol	knowledged bal	ore me this	_day of At	laker.
1953 by dlas	eil E.	lilega	, 88	CUP
of <u>lastes</u>	Bank	of arison		
in Witness whereof i her	eunto set my	hend and afficial se	gi,	
Му Саттявіол ехрігев	11/8/85	Luce	NOTARYPU	BLIC
				(P2 -11) (F 79)

Į





in consideration of One Doller (\$1.00), the receipt of which is hereby acknowled CALVIN VAN DER WAL, M. D., and LINDA VAN DER WAL, husba	no and wife
Garcinefier called "Grentor") do hereby grent and convey to ARIZONA PUBLIC after called "Company"), its successors and assigns an essement 6.0 feet a and maintain alantics	SERVICE COMPANY (herein- n width, to construct, operate
of the premises hereinafter described.  The premises through and across which this assemble is granted are situated in County, Artzone, and are described as follows:	Maricops EASEMENT (ES

Lote 7 and 8, Section 18, Township 3 North, Range 5 East of the Gils and Salt River Base and Maridian, Maricopa County, Arizona.

The conter line of said easement being described as follows:

BEGINNING at a point on the West property line 27.0 feet North of the South property line which bears East (assumed); thence East a distance of 212.0 feet, thence North 30 degrees 03 minutes 00 seconds East a distance of 18 0 feet

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA

JUN 2 8 1984 - 2 99

BILL HENRY, COUNTY RECORDER
FEE 5-00 PGS RA

I,

P O BOX /1 ... 3. 574 3/21 PHOENIX, AUZONA 330,5

Together with the right to operate, repair, replace, maintain, and remove said lines and appurament facilities from said premises to add to or after said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and agrees therefrom to parmit normal operations of the Company in connection with said lines and or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement

Grantor shall not erect or construct or permit to be arested or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and arect funces within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and, or facilities

By accepting this exament, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

CALVIN VAN DER HAL, M.D.
(Ellinanderlid M)
LINDA VAN DER WAL
LE van der dal
3/2 day of May 19.84
mé)
Diana to Wetherle
Hotary Public

F024 44-48E

Fidelity National Financial Group of Companies'
First American Title Insurance Company
Title Resources Guaranty Company
Security Title Agency, Inc
Privacy Policy Notice

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources

from applications or other forms we receive from you or your authorized representative,

from your transactions with, or from the services being performed by us, our affiliates, or others,

from our internet web sites,

from the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others, and

from consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents and other real estate settlement service providers. We also may disclose your Personal Information

to agents, brokers of representatives to provide you with services you have requested,

to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf, and to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access your Personal Information and Ability To Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you