

## Case Research



# CITY COUNCIL REPORT

MEETING DATE: APRIL 1, 2003

ITEM NO. 6 GOAL: Coordinate Planning to Balance Infrastructure

**SUBJECT** Treviso (Abandonments and Dedications)

**REQUEST**

Request to consider the following:

1. Abandon roadway and utility easements along Standing Stones Road alignment, 106<sup>th</sup> Street alignment, and two east-west roadway alignments located just north of Stagecoach Pass Road within the proposed Treviso subdivision boundary.
2. Require right-of-way dedications along Lone Mountain Parkway and Stagecoach Pass Road as a condition of the abandonment and final plat approval.
3. Require a public trail easement and improvements along Lone Mountain Parkway as a condition of the abandonment and final plat approval.
4. Adopt Resolution No. 6271 abandoning the aforementioned roadway easements. The recordation of the Resolution shall be done simultaneously with the recordation of the final subdivision plat.

4-AB-2002

**Related Policies, References:**  
13-PP-2000

**OWNER**

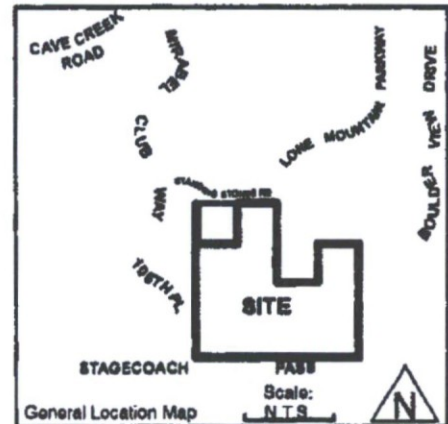
Edmunds-Toll Construction Company  
Don Hoon

**APPLICANT CONTACT**

Charlie Bowie  
Edmunds-Toll Construction Company  
480-951-0782

**LOCATION**

North of Stagecoach Pass Road, south of Standing Stones Road, between 106<sup>th</sup> and 110<sup>th</sup> Street alignments.



**BACKGROUND**

**Background.**

These subject roadway and public utility easements were dedicated in 1983. These roadways are unimproved and all affected parcels are currently undeveloped. The property owner (Edmunds-Toll) received Development Review Board approval for a preliminary plat (Case 13-PP-2000) which would eliminate these roadway easements and replace them with private internal streets accessing the individual lots by external public streets (Lone Mountain Parkway to Cave Creek Road).

The adjacent property owner located in the northwest corner supports this request and wanted to participate in the abandonment so that it wouldn't leave

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a fragment roadway easement. The two out parcels (not within the Treviso subdivision boundary) currently have private legal access off of Standing Stones Road to Lone Mountain Parkway. This existing private access easement was created in June 2000 with the property owner's concurrence as part of the Stonehaven master circulation plan (now called Mirabel). This private access easement remains unaffected by this abandonment request.

**APPLICANT'S PROPOSAL**

**Goal/Purpose of Request.**

1. Abandon 20 feet roadway and public utility easements located south of Standing Stones Road.
2. Abandon 40 feet roadway and public utility easements located along east-west alignments north of Stagecoach Pass Road.
3. Abandon 20 feet roadway and public utility easements along the 106<sup>th</sup> Street alignment located north of Stagecoach Pass Road.
4. Dedicate 45 feet half-street right-of-way on Stagecoach Pass Road located west of Lone Mountain Parkway.
5. Dedicate 30 feet half-street right-of-way on Stagecoach Pass Road located east of Lone Mountain Parkway.
6. Dedicate 45 feet on each half-street along Lone Mountain Parkway.
7. Dedicate 15 feet wide public trail easement along the west side of Lone Mountain Parkway.

This will allow for the assemblage of the properties into a proposed 96 lot subdivision called Treviso.

**Traffic Impact**

Treviso subdivision will be bisected by the future Lone Mountain Parkway, a north/south two-lane collector street. Access to the lots will be from internal private streets that have a central access point to Lone Mountain Parkway. Stagecoach Pass Road, an east/west collector road bordering the south side of the subdivision, is currently planned to be two-lane roadway. There is sufficient right-of-way for expansion, if warranted, in the future for both Lone Mountain Parkway and Stagecoach Pass Road.

The two out parcels located northwest of the proposed subdivision are served by a private access easement connecting to Lone Mountain Parkway via Standing Stones Road. Standing Stones Road will be constructed by the Mirabel development to the north. The private access easement is located on Mirabel property running along the north side of the parcels and then it runs south along the western edge of the out parcels.

**Community Impact.**

These subject roadway easements were originally dedicated to provide legal access to individual parcels. These parcels are being assembled into a subdivision which replaces the subject grid alignments with street alignments that are sensitive to the existing topography, land features, and washes by incorporating these features into the site design (see Attachment #5).

The planned public trails in this area are located along the north side of Cave Creek Road and the west side of Lone Mountain Parkway. This project will be dedicating the required 15 feet wide trail along Lone Mountain Parkway on the

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subdivision plat. These non-paved trails provide connections between neighborhoods, the future area of the McDowell Sonoran Preserve, and the Tonto National Forest (see Attachment #4).

**IMPACT ANALYSIS**

**Departmental Responses.**

City Department/Division participants concur with this abandonment request. See Department Issues Checklist (Attachment #1).

**Community Involvement.**

The property owner of the lots located south of Standing Stones Road (referred to as the two out parcels) is participating in the abandonment to clean up a fragment roadway easement located on his parcel. Both lots currently gain legal access via Lone Mountain Parkway to Standing Stones Road (a private access easement) and south along the western boundary (a private access easement).

Toll Brothers also worked with the Mirabel developers to reach an agreement for construction of Lone Mountain Parkway between Cave Creek Road and Standing Stones Road. This will provide paved access to the Treviso subdivision.

**STAFF  
RECOMMENDATION**

**Recommended Approach:**

Staff recommends approval, subject to the following stipulation:

1. The recordation of the Resolution shall be done simultaneously with the recordation of the final subdivision plat. All required rights-of-way and public trail easements shall be dedicated to the city on the final subdivision plat.

**Planning Commission:**

Planning Commission recommended approval 7-0.

**RESPONSIBLE  
DEPT(S)  
STAFF CONTACT(S)**

**Planning and Development Services Department**

Cheryl Summers  
Senior Planner  
480-312-7834

Randy Grant  
Chief Planning Officer  
480-312-7995

E-mail: [csummers@ScottsdaleAz.gov](mailto:csummers@ScottsdaleAz.gov)

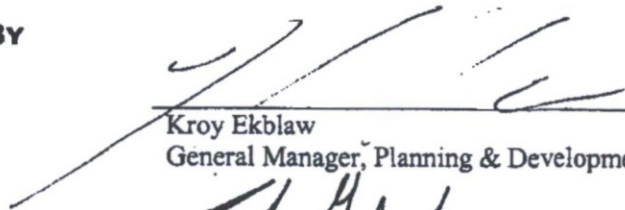
E-mail: [rgrant@ScottsdaleAz.gov](mailto:rgrant@ScottsdaleAz.gov)

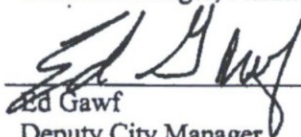
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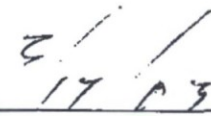
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INITIALS

**APPROVED BY**

  
\_\_\_\_\_  
Kroy Ekblaw  
General Manager, Planning & Development Services Department

  
\_\_\_\_\_  
Ed Gawf  
Deputy City Manager

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**ATTACHMENTS**

1. Departmental Issues Checklist
2. Context Aerial
3. Detail Aerial
4. Area Trails Plan
5. Treviso Subdivision Final Plat
6. April 24, 2002 Planning Commission Minutes
7. Resolution No. 6271  
Exhibit A - Written Legal Description  
Exhibit B - Graphic

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4/1/03  
DATE

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## CASE 4-AB-2002

### Department Issues Checklist

#### Transportation

Support

The existing roadway easements will be replaced with city street dedications consistent with city street plans and an internal private street system consistent with the subdivision plat proposal. Both Lone Mountain Parkway and Stagecoach Pass Road are classified as a collector streets. There is sufficient right-of-way required which will allow for future road expansion if desired. The two out parcels currently gain access via a private access easement along Standing Stones Road. This will remain unaffected.

#### Trails

Support

The proposed abandonment will be conditioned upon a dedication of a public trail easement on the final subdivision plat along the west side of Lone Mountain Parkway. This is a planned trail location for the city-wide trail system.

#### Public Utilities

Support

Written consent has been granted to abandon the subject rights-of-way without the need for any reservations.

#### Emergency/Municipal Services

Support

This request does not impact the ability to serve any adjacent properties.

#### Water/Sewer Services

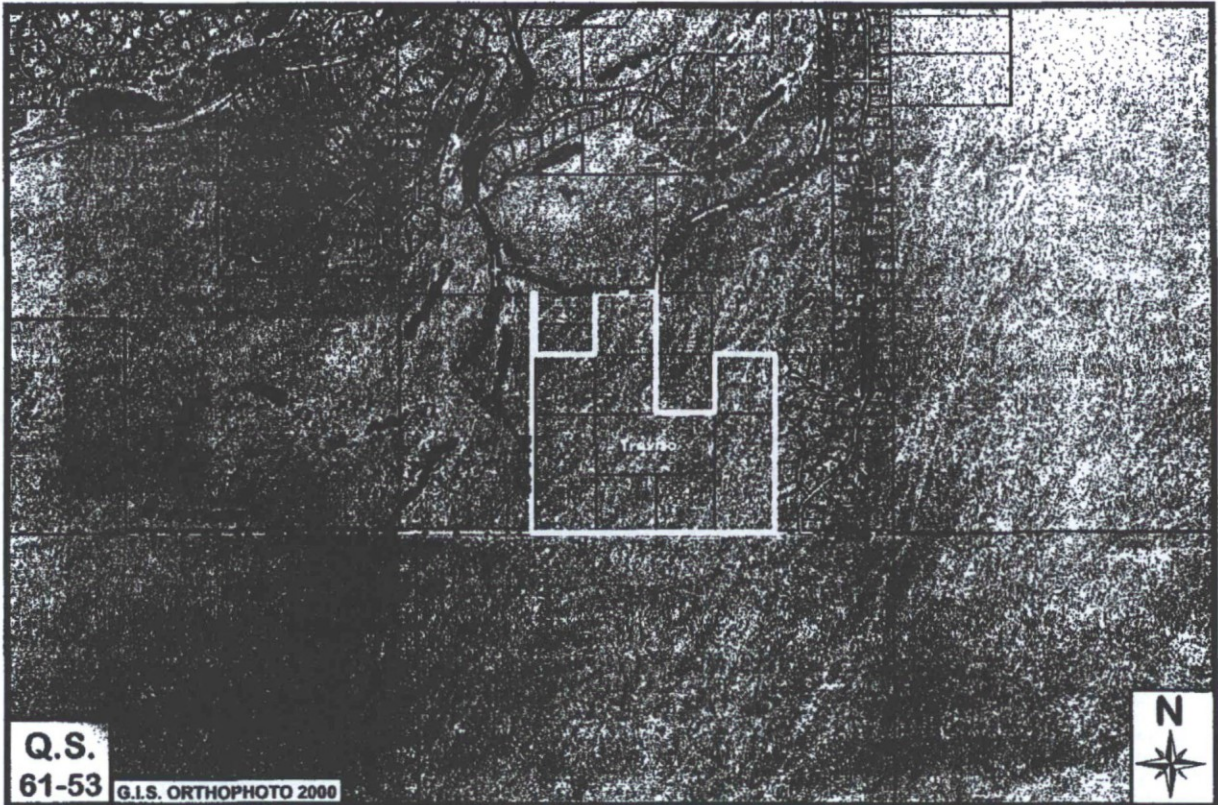
Support

This request does not impact the ability to serve any properties in the surrounding area. Sewer and water lines will be constructed within streets and tracts as proposed with the subdivision plat design.

#### Drainage

Support

Drainage easements are being dedicated as required on the Treviso subdivision plat.



Q.S.  
61-53

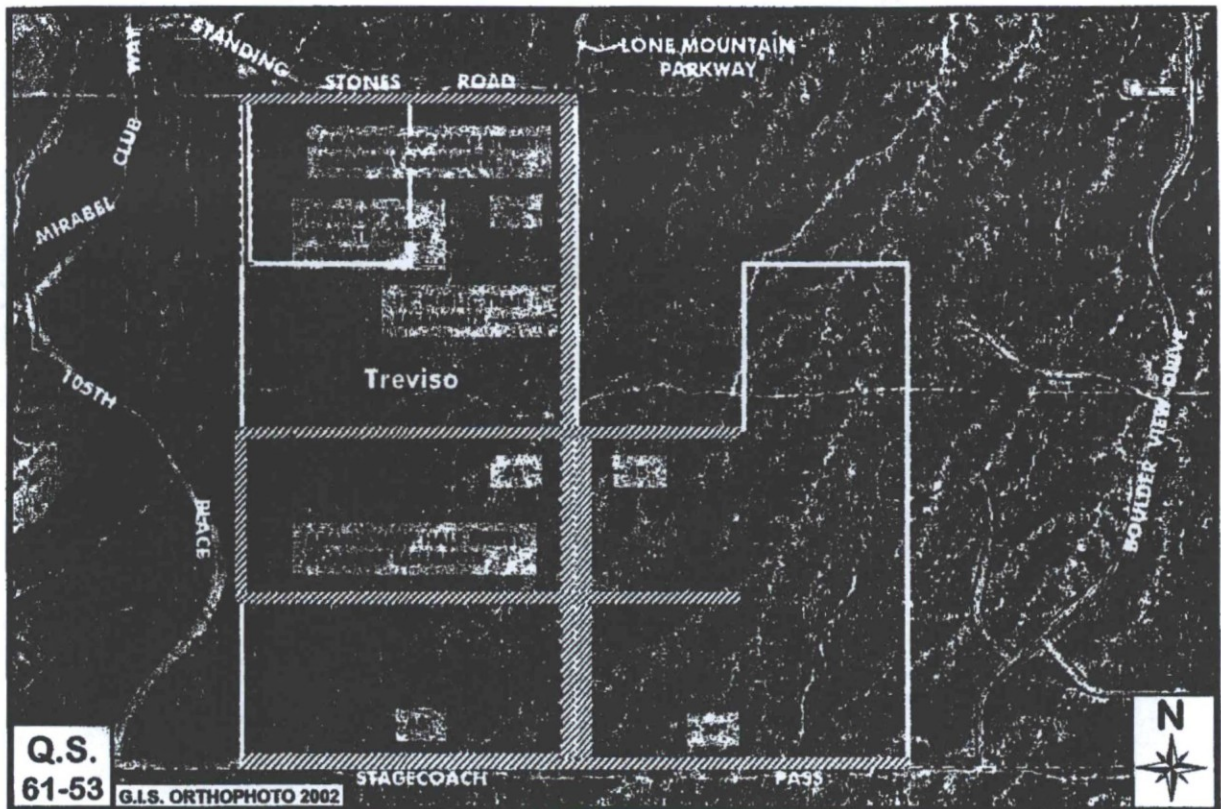
G.I.S. ORTHOPHOTO 2000



4-AB-2002

Context Aerial

ATTACHMENT #2



**LEGEND:**

////	Abandonments
----	Existing Easement
////	Dedications
.....	Public Trail Easement

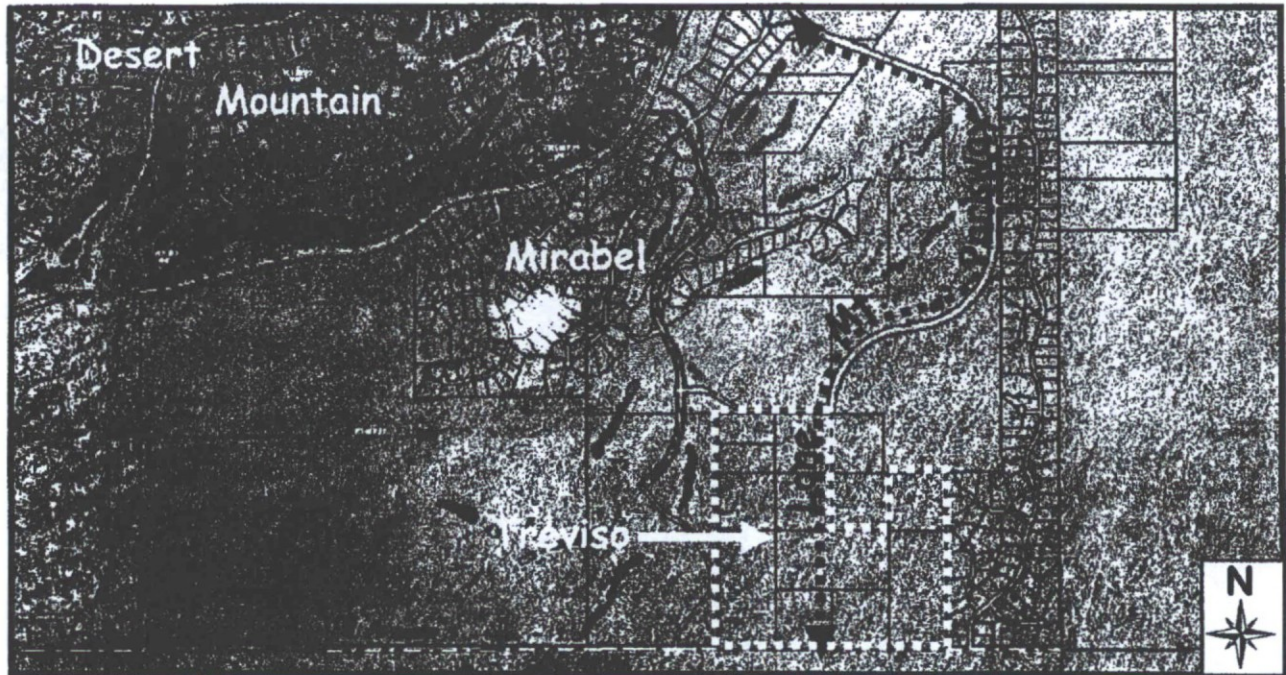
# Detail Aerial

**4-AB-2002**

ATTACHMENT #3



# Planned Trails in the area of Lone Mountain Parkway & Cave Creek Road



..... Planned Non-Paved Trail

Not  
to  
Scale

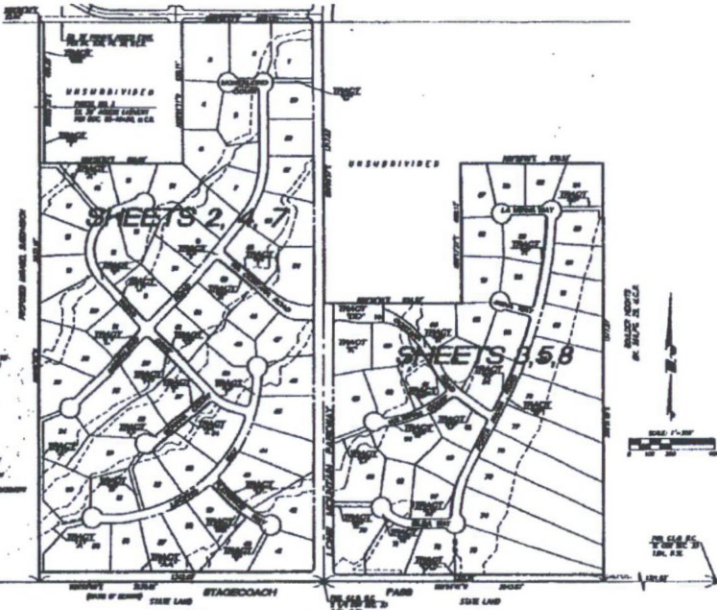
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ATTACHMENT #4

**GENERAL NOTES**

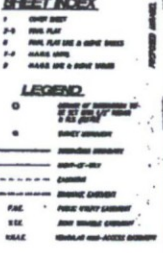
1. SHEET "A" AND "B" ARE PARTS OF THE ORIGINAL SURVEY AND ARE NOT TO BE RECONSIDERED AS PARTS OF THIS SURVEY.
2. THE PLAT IS LOCATED WITHIN THE CITY OF TREVISO AND SHALL BE CONSIDERED AS SUCH FOR ALL PURPOSES.
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13. THE PLAT IS LOCATED WITHIN THE CITY OF TREVISO AND SHALL BE CONSIDERED AS SUCH FOR ALL PURPOSES.

**FINAL PLAT**  
**TREVISO**  
A PORTION OF THE SOUTH HALF OF SECTION 33,  
TOWNSHIP 6 NORTH, RANGE 5 EAST, OF  
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



**LOT AREAS**

LOT NO.	ACRES	LOT NO.	ACRES
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3	0.10	13	0.10
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**TRACT AREAS**

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29	0.10	39	0.10
30	0.10	40	0.10

**KEY MAP**

**COMMISSIONER'S CERTIFICATE**

STATE OF ARIZONA  
MARICOPA COUNTY

I, \_\_\_\_\_, County Clerk, do hereby certify that the above and foregoing plat is a true and correct copy of the original as filed in my office.

WITNESSED my hand and the seal of said County at Phoenix, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

**ACKNOWLEDGMENT**

STATE OF ARIZONA  
COUNTY OF MARICOPA

I, \_\_\_\_\_, of the County of Maricopa, State of Arizona, do hereby acknowledge that I am the owner of the above and foregoing plat and that I have executed the same for the purposes and purposes herein stated.

WITNESSED my hand and the seal of said County at Phoenix, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

**APPROVAL**

STATE OF ARIZONA  
CITY OF TREVISO

I, \_\_\_\_\_, Mayor of the City of Treviso, do hereby approve and acknowledge the above and foregoing plat and the same as being a true and correct copy of the original as filed in my office.

WITNESSED my hand and the seal of said City at Treviso, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

**DEDICATION**

STATE OF ARIZONA  
COUNTY OF MARICOPA

I, \_\_\_\_\_, of the County of Maricopa, State of Arizona, do hereby dedicate the above and foregoing plat to the City of Treviso, Arizona, for the purposes and purposes herein stated.

WITNESSED my hand and the seal of said County at Phoenix, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Dedicator

**ACKNOWLEDGMENT**

STATE OF ARIZONA  
COUNTY OF MARICOPA

I, \_\_\_\_\_, of the County of Maricopa, State of Arizona, do hereby acknowledge that I am the owner of the above and foregoing plat and that I have executed the same for the purposes and purposes herein stated.

WITNESSED my hand and the seal of said County at Phoenix, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

**APPROVAL**

STATE OF ARIZONA  
CITY OF TREVISO

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WITNESSED my hand and the seal of said City at Treviso, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

**COMMISSIONER'S CERTIFICATE**

STATE OF ARIZONA  
MARICOPA COUNTY

I, \_\_\_\_\_, County Clerk, do hereby certify that the above and foregoing plat is a true and correct copy of the original as filed in my office.

WITNESSED my hand and the seal of said County at Phoenix, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

**ACKNOWLEDGMENT**

STATE OF ARIZONA  
COUNTY OF MARICOPA

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WITNESSED my hand and the seal of said County at Phoenix, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

**APPROVAL**

STATE OF ARIZONA  
CITY OF TREVISO

I, \_\_\_\_\_, Mayor of the City of Treviso, do hereby approve and acknowledge the above and foregoing plat and the same as being a true and correct copy of the original as filed in my office.

WITNESSED my hand and the seal of said City at Treviso, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

**COMMISSIONER'S CERTIFICATE**

STATE OF ARIZONA  
MARICOPA COUNTY

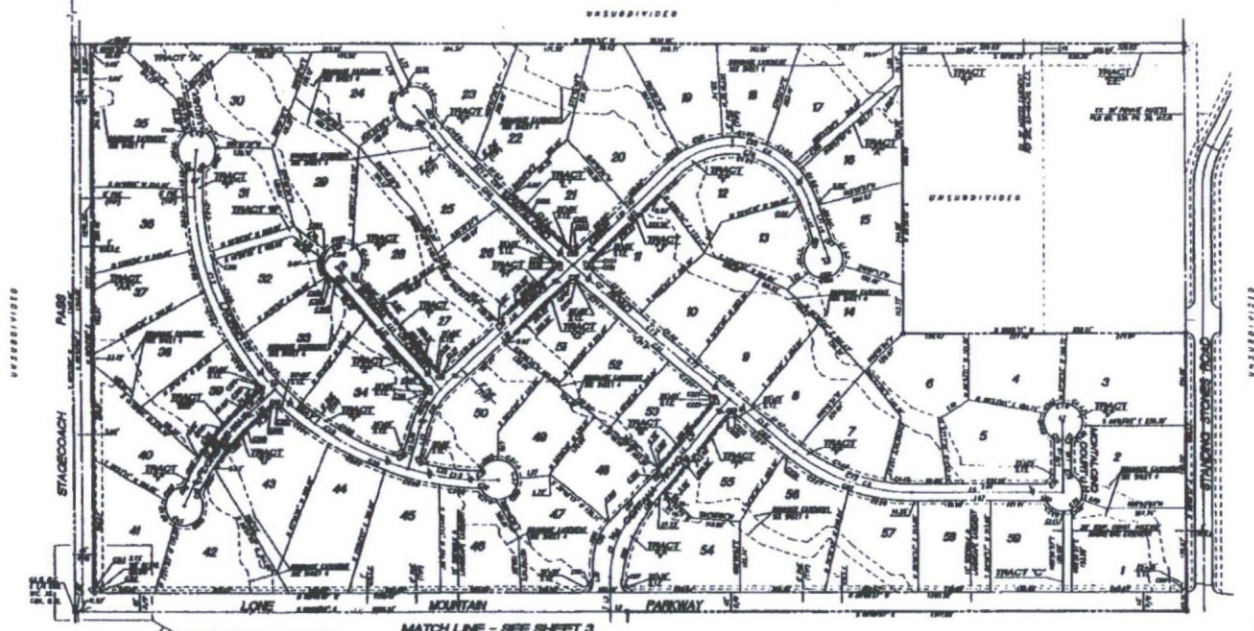
I, \_\_\_\_\_, County Clerk, do hereby certify that the above and foregoing plat is a true and correct copy of the original as filed in my office.

WITNESSED my hand and the seal of said County at Phoenix, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

ATTACHMENT #5

FINAL PLAT  
**TREVISO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
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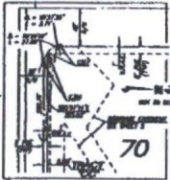
**TREVISO**

FINAL PLAT OF

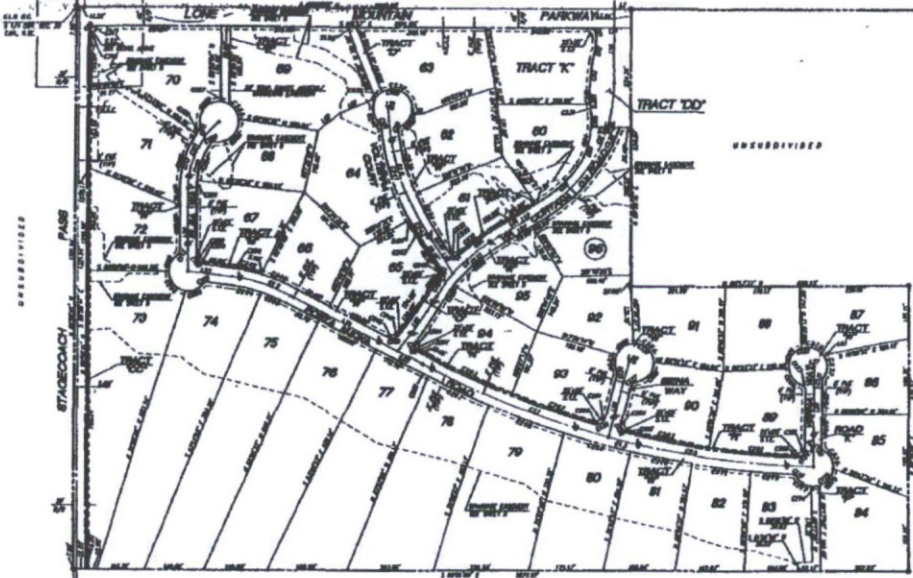
**TREVISO**

SHEET 1 OF 2

**FINAL PLAT**  
**TREVISIO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
 TOWNSHIP 6 NORTH, RANGE 5 EAST, OF  
 THE GILA and SALT RIVER BASE and MERIDIAN, MARICOPA COUNTY, ARIZONA



MATCH LINE - SEE SHEET 2



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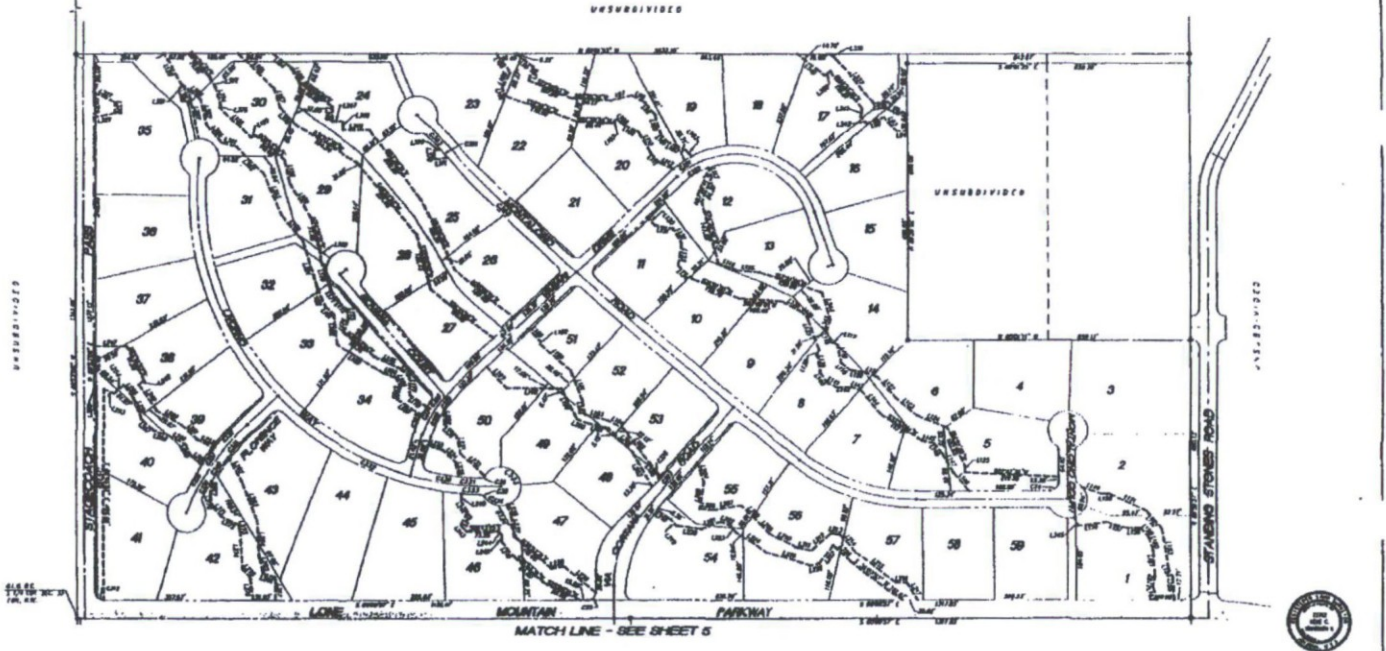


**FINAL PLAT OF TREVISIO**

Prepared by	Checked by
Drawn by	Reviewed by
Field notes	Final notes
Field sketches	Final sketches
Field measurements	Final measurements

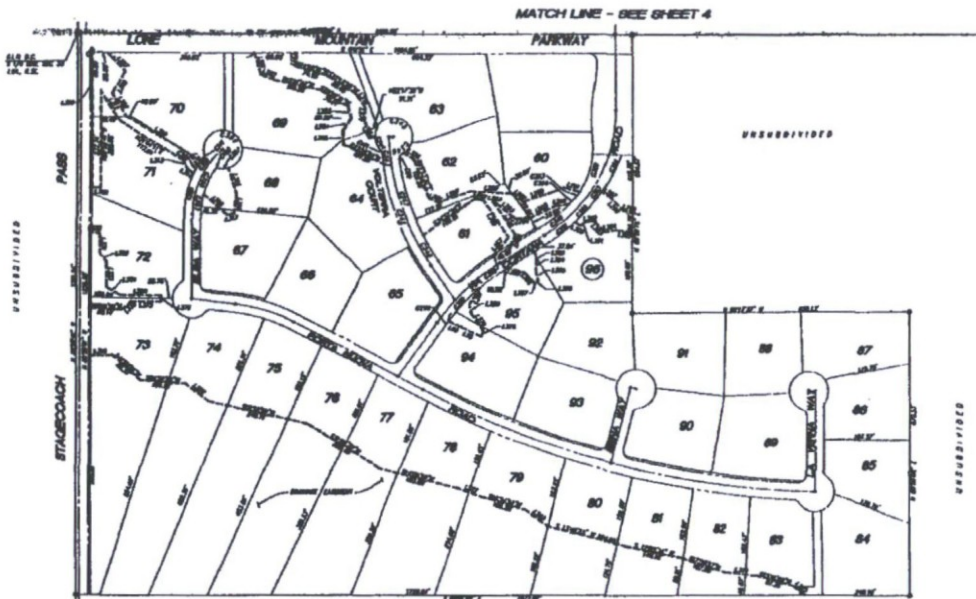
DATE: 10/20/10

FINAL PLAN  
**TREVISO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
 TOWNSHIP 6 NORTH, RANGE 5 EAST, OF  
 THE GILA and BALT RIVER BASE and MERIDIAN, MARICOPA COUNTY, ARIZONA



JOHN W. ...  
 Registered Professional Engineer  
 State of Arizona  
**FINAL PLAN OF**  
**TREVISO**  
 SHEET 4 OF 4

FINAL PLAT  
**TREVISO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
 TOWNSHIP 6 NORTH, RANGE 5 EAST, OF  
 THE GILA and SALT RIVER BASE and MERIDIAN, MARICOPA COUNTY, ARIZONA



POLAR BEARS  
 BY 4th PM 22 S.C.A.



	2000 E. Granddell Road Phoenix, Arizona 85024 Phone: 480-948-8888 Fax: 480-948-8889	Attorney Civil Engineer Licensed Surveyor Professional Landscaper
	<b>FINAL PLAT OF          TREVISO</b>	
	SHEET 2 OF 2	
	10/10/2000 10:00 AM	

FINAL PLAT  
**TREVISO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
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 THE GILA and SALT RIVER BASE and MERIDIAN, MARICOPA COUNTY, ARIZONA

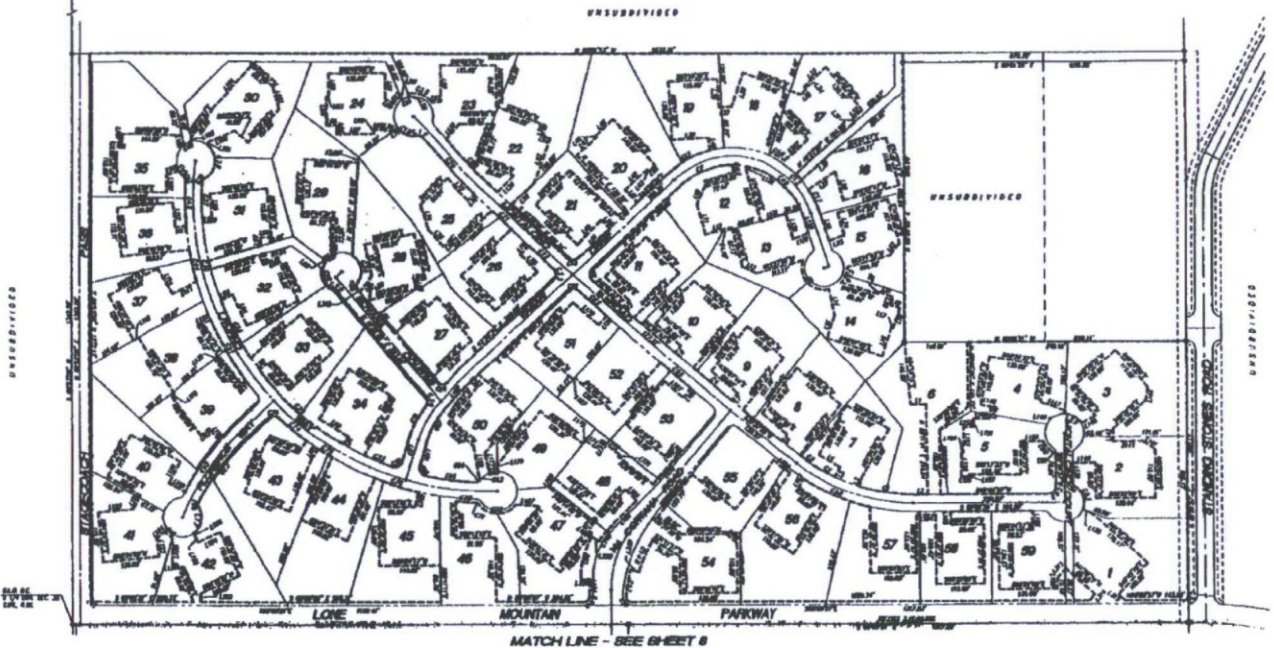
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82	0.10	...	...	...
83	0.10	...	...	...
84	0.10	...	...	...
85	0.10	...	...	...
86	0.10	...	...	...
87	0.10	...	...	...
88	0.10	...	...	...
89	0.10	...	...	...
90	0.10	...	...	...
91	0.10	...	...	...
92	0.10	...	...	...
93	0.10	...	...	...
94	0.10	...	...	...
95	0.10	...	...	...
96	0.10	...	...	...
97	0.10	...	...	...
98	0.10	...	...	...
99	0.10	...	...	...
100	0.10	...	...	...

TRACT	ACRES	OWNER	DATE	REMARKS
101	0.10	...	...	...
102	0.10	...	...	...
103	0.10	...	...	...
104	0.10	...	...	...
105	0.10	...	...	...
106	0.10	...	...	...
107	0.10	...	...	...
108	0.10	...	...	...
109	0.10	...	...	...
110	0.10	...	...	...
111	0.10	...	...	...
112	0.10	...	...	...
113	0.10	...	...	...
114	0.10	...	...	...
115	0.10	...	...	...
116	0.10	...	...	...
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119	0.10	...	...	...
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121	0.10	...	...	...
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128	0.10	...	...	...
129	0.10	...	...	...
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187	0.10	...	...	...
188	0.10	...	...	...
189	0.10	...	...	...
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191	0.10	...	...	...
192	0.10	...	...	...
193	0.10	...	...	...
194	0.10	...	...	...
195	0.10	...	...	...
196	0.10	...	...	...
197	0.10	...	...	...
198	0.10	...	...	...
199	0.10	...	...	...
200	0.10	...	...	...



2025 I. L. Lumbard Recd. - 1/20/25  
 2025 I. L. Lumbard Recd. - 1/20/25  
 2025 I. L. Lumbard Recd. - 1/20/25  
 2025 I. L. Lumbard Recd. - 1/20/25  
**FINAL PLAT OF**  
**TREVISO**  
 2025 I. L. Lumbard Recd. - 1/20/25

**N.A.O.S. DEDICATIONS**  
**FINAL PLAT**  
**TREVISO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
 TOWNSHIP 6 NORTH, RANGE 6 EAST, OF  
 THE GILA and BALT RIVER BASE and MERIDIAN, MARICOPA COUNTY, ARIZONA



N.A.O.S. DEDICATIONS  
**TREVISO**  
 SHEET 1 OF 6

2025 E. Granddahl Blvd Suite 200 Phoenix, AZ 85024 Phone: (602) 998-2500 Fax: (602) 998-2501	• Civil • Civil Engineering • Civil Surveying • Land Surveying • State Registration • Professional Engineer
--	--



**N.A.O.S. DEDICATIONS**  
**FINAL PLAT**  
**TREVISO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
 TOWNSHIP 6 NORTH, RANGE 5 EAST, OF  
 THE GILA and BALT RIVER BASE and MERIDIAN, MARICOPA COUNTY, ARIZONA

MATCH LINE - SEE SHEET 7



**N.A.O.S. REQUIRED**

LOT NUMBER	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1-2	77	22.2	22.2	22.2
2-3	149	29.8	29.8	29.8
3-10	212	21.2	21.2	21.2
11-12	267	26.7	26.7	26.7
13-20	273	27.3	27.3	27.3
21-100	23	2.3	2.3	2.3
TOTAL	1202	120.2	120.2	120.2

**N.A.O.S. REQUIRED:**  
 NONE - SEE PLAT FOR DETAILS

**N.A.O.S. PROVIDED:**  
 SEE PLAT FOR DETAILS



**N.A.O.S. DEDICATIONS**  
**TREVISO**

SEE PLAT FOR DETAILS

DATE: 10/15/00

BY: [Signature]

DATE: 10/15/00

**N.A.O.S. DIMENSIONS**  
**FINAL PLAT**  
**TREVISO**  
 A PORTION OF THE SOUTH HALF OF SECTION 33,  
 TOWNSHIP 6 NORTH, RANGE 5 EAST, OF  
 THE GILA and BALT RIVER BASE and MERIDIAN, MARICOPA COUNTY, ARIZONA

LINE	TYPE	BEARING	LENGTH	LINE	TYPE	BEARING	LENGTH	LINE	TYPE	BEARING	LENGTH	LINE	TYPE	BEARING	LENGTH
1	W	N 0° 00' 00" E	1.00	1	N	S 89° 59' 59" W	1.00	1	E	N 0° 00' 00" E	1.00	1	N	S 89° 59' 59" W	1.00
2	W	N 0° 00' 00" E	1.00	2	N	S 89° 59' 59" W	1.00	2	E	N 0° 00' 00" E	1.00	2	N	S 89° 59' 59" W	1.00

LINE	TYPE	BEARING	LENGTH	LINE	TYPE	BEARING	LENGTH	LINE	TYPE	BEARING	LENGTH	LINE	TYPE	BEARING	LENGTH
17	W	N 0° 00' 00" E	1.00	17	N	S 89° 59' 59" W	1.00	17	E	N 0° 00' 00" E	1.00	17	N	S 89° 59' 59" W	1.00
18	W	N 0° 00' 00" E	1.00	18	N	S 89° 59' 59" W	1.00	18	E	N 0° 00' 00" E	1.00	18	N	S 89° 59' 59" W	1.00




2025 E. Greenway Blvd. • Phoenix, AZ 85042  
 Phone: (602) 955-2000 • Fax: (602) 955-2000  
**N.A.O.S. DIMENSIONS**  
**TREVISO**

zoning for the area includes Central Business District (C-2), Commercial Office District (C-O), and Open Space District (O-S).

( ITEM 8 WAS MOVED TO THE REGULAR AGENDA)

9. 3-AB-2002 (Bertsch GLO Abandonment) - request by CPG Construction, applicant, Jan A Bertsch Trust, owner, to abandon portions of Government Land Office (GLO) roadway easements on a 4.5± acre parcel located at 12602 E. Cochise Road.

(ITEM 9 WAS MOVED TO THE REGULAR AGENDA)

- 
10. 4-AB-2002 (Treviso Abandonment) - request by Edmunds-Toll Construction Co, applicant, Edmunds-Toll Construction Co. & Don Hoon, owners, to abandon multiple unimproved roadway and public utility easements north of Stagecoach Pass Road, south of Standing Stones Road, between 106th Street & 110th Street alignments.

MS. SUMNERS presented this case as per the project coordination packet. Staff recommends approval.

**COMMISSIONER OSTERMAN MOVED TO FORWARD CASE 4-AB-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECONDED BY COMMISSIONER HENRY.**

**THE MOTION PASSED BY A VOTE OF SEVEN (7) TO ZERO (0).**

11. 5-AB-2002 (Eggstaff/Kalina/Dyer GLO Abandonment) - request by Greg Eggstaff, applicant, Multiple Owners, to abandon portions of the 126th Street Right of Way (ROW), and portions of Government Land Office (GLO) roadway and public utility easements on property located at 126th Street north of Mountain View Road.

(ITEM 11 WAS MOVED TO THE REGULAR AGENDA)

**CHAIRMAN GULINO** stated citizen comment cards have been submitted from people wishing to speak on cases 2-MP-2002, 3-AB-2002, and 5-AB-2002. These cases will be moved to the regular agenda.

**REGULAR AGENDA**

8. 2-MP-2002 (Chaparral Water Treatment Plant/Park Expansion) - request by City of Scottsdale, applicant/owner, for a Municipal Use Master Site Plan approval for a new water treatment plant and Chaparral Park extension, on a 29± acre area located on the north and south sides of McDonald Drive, east of Hayden Road. Current

RESOLUTION NO. 6271

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, VACATING AND ABANDONING A PORTION OF THE PUBLIC RIGHT-OF-WAY, APPLICATION NO. 4-AB-2002, PURSUANT TO THE PROVISIONS OF THE ARIZONA REVISED STATUTES, ARTICLE 8, CHAPTER 20, TITLE 28.

WHEREAS, application has been made to the Council of the City of Scottsdale for abandonment of a portion of public right-of-way; and

WHEREAS, A.R.S. Sec. 28-7202 provides that a city may dispose of a roadway or portion thereof when said property or portion thereof is no longer necessary for public use; and

WHEREAS, after notice to the public, hearings have been held before the Planning Commission and Council of the City of Scottsdale on the proposed abandonment of a portion of the public right-of-way, described in Application No. 4-AB-2002, within the City of Scottsdale; and

WHEREAS, it is in the opinion of the Council that the portion of public right-of-way described herein below is no longer necessary for public uses as roadway; and

WHEREAS, the City Council finds that consideration and other public benefit commensurate with the value of the property, giving due consideration to its degree of fragmentation and marketability, will be provided by the owner of the abutting property to the city.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

ATTACHMENT #7

Page two  
Resolution No. 6271

That the real property situated within the City of Scottsdale, Maricopa County, Arizona, and described in Exhibit "A" attached hereto and by this reference made a part hereof; be and the same is hereby vacated and abandoned subject to the reservation of easements for all existing utilities, and reservation of such rights as are specified in A.R.S. Sections 28-7210 and 28-7215. A map marked Exhibit "B" disclosing the area vacated is attached hereto and by this reference made a part hereof.

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

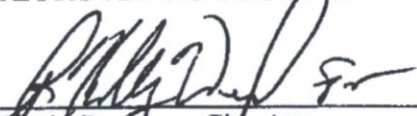
\_\_\_\_\_  
Mary Manross, Mayor

ATTEST:

Sonia Robertson  
City Clerk

By: \_\_\_\_\_  
City Clerk

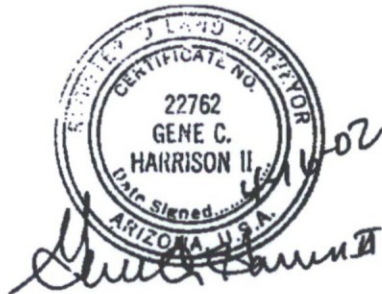
APPROVED AS TO FORM:

  
\_\_\_\_\_  
David Penpartz, City Attorney

# GeoDimensions

3030 E. Camelback Road  
Suite 260  
Phoenix, AZ 85016  
Phone (602) 952-8788  
Fax (602) 952-9905

Revised April 11, 2002  
Revised March 19, 2002  
August 13, 2002  
Treviso  
Right-Of-Way Abandonments  
GDI Project No. 01508  
Page 1 of 2



## LEGAL DESCRIPTION OF A PARCEL OF LAND

Those portions of that property described in Recorders No. 83-464309 and 83-464310, records of Maricopa County, Arizona, being portions of the South half of Section 33, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The North 20 feet and the South 20 feet of the Northeast quarter of the Southwest quarter of said Section 33;

AND

The North 20 feet and the West 20 feet and the South 20 feet of the North half of the Southeast quarter of the Southwest quarter of said Section 33;

AND

The North 20 feet and the South 20 feet of the Northwest quarter of the Southwest quarter of the Southeast quarter of said Section 33;

# GeoDimensions

3030 E. Camelback Road  
Suite 260  
Phoenix, AZ 85016  
Phone (602) 952-8788  
Fax (602) 952-9905



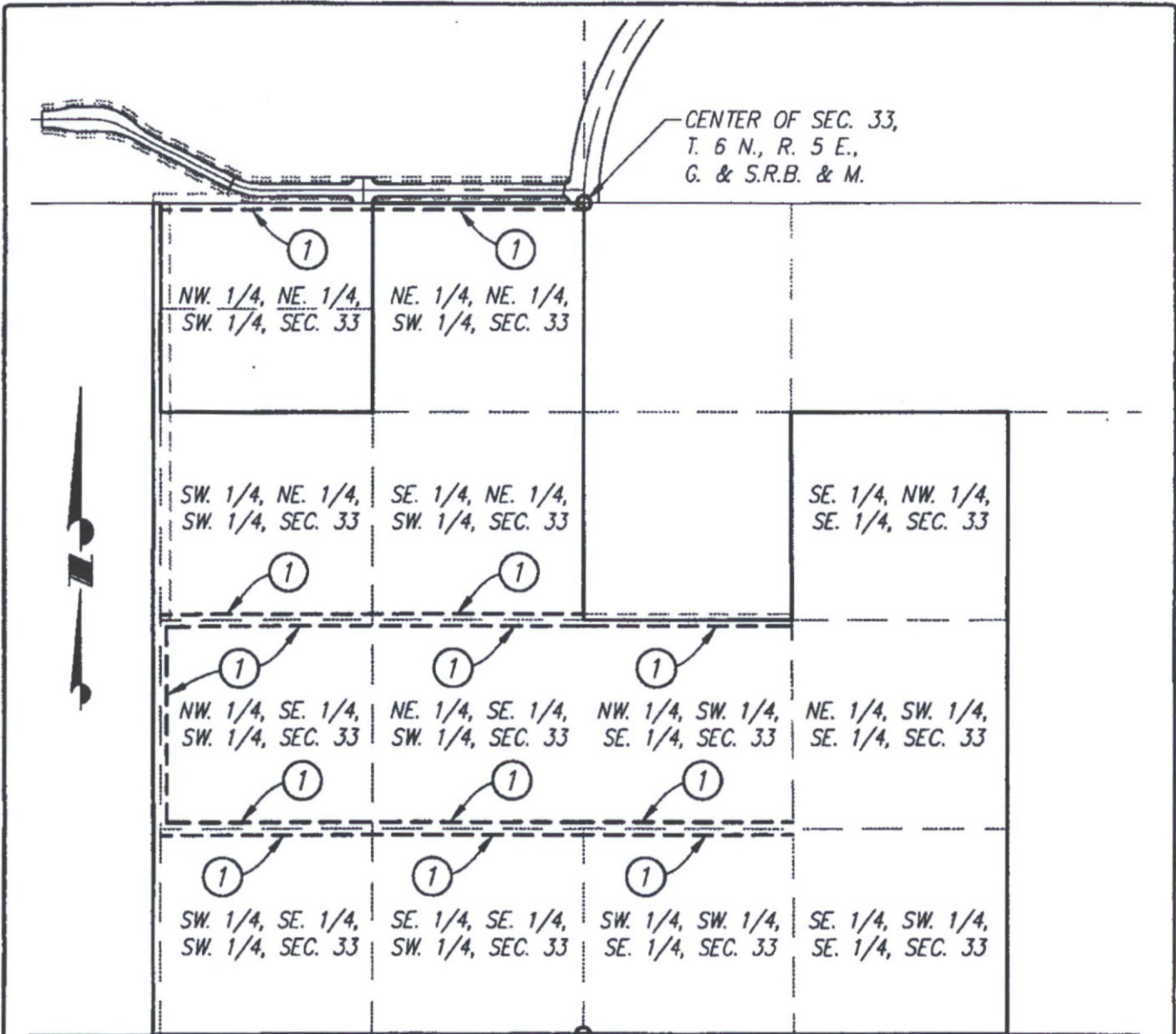
Revised April 11, 2002  
Revised March 19, 2002  
August 13, 2002  
Treviso  
Right-Of-Way Abandonments  
GDI Project No. 01508  
Page 2 of 2

AND

The North 20 feet of the South half of the Southeast quarter of the Southwest quarter:

AND

The North 20 feet of the Southwest quarter of the Southwest quarter of the Southeast quarter of said Section 33;



① 20' ROADWAY & PUBLIC UTILITY EASEMENT  
PER DOC. NO. 83-464309, M.C.R.

S. 1/4 COR., SEC. 33,  
T. 6 N., R. 5 E.,  
G. & S.R.B. & M.

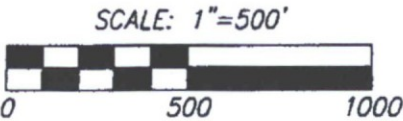


EXHIBIT B



*Gene C. Harrison II*

PROJ. NO.  
01508  
FIG. NO.  
1 of 1

**TREVISO  
RIGHT-OF-WAY  
ABANDONMENT EXHIBIT**

**GeoDimensions**  
3030 E CAMELBACK ROAD  
SUITE 260  
PHOENIX, ARIZONA 85016  
PHONE (602) 952-8788 FAX 952-9905

DATE  
03/2002

DATE  
03/2002

0150804.dwg E-2-dj 1:4.325 per EST



# Unofficial Document

WESTMINSTER TITLE  
8901 E. MOUNTAIN VIEW #110  
SCOTTSDALE AZ. 85258

1 OF 1

BACONU

## RESOLUTION NO. 6271

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, VACATING AND ABANDONING A PORTION OF THE PUBLIC RIGHT-OF-WAY, APPLICATION NO. 4-AB-2002, PURSUANT TO THE PROVISIONS OF THE ARIZONA REVISED STATUTES, ARTICLE 8, CHAPTER 20, TITLE 28.

WHEREAS, application has been made to the Council of the City of Scottsdale for abandonment of a portion of public right-of-way; and

WHEREAS, A.R.S. Sec. 28-7202 provides that a city may dispose of a roadway or portion thereof when said property or portion thereof is no longer necessary for public use; and

WHEREAS, after notice to the public, hearings have been held before the Planning Commission and Council of the City of Scottsdale on the proposed abandonment of a portion of the public right-of-way, described in Application No. 4-AB-2002, within the City of Scottsdale; and

WHEREAS, it is in the opinion of the Council that the portion of public right-of-way described herein below is no longer necessary for public uses as roadway; and

WHEREAS, the City Council finds that consideration and other public benefit commensurate with the value of the property, giving due consideration to its degree of fragmentation and marketability, will be provided by the owner of the abutting property to the city.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

ATTACHMENT #7

Page two  
Resolution No. 6271

That the real property situated within the City of Scottsdale, Maricopa County, Arizona, and described in Exhibit "A" attached hereto and by this reference made a part hereof; be and the same is hereby vacated and abandoned subject to the reservation of easements for all existing utilities, and reservation of such rights as are specified in A.R.S. Sections 28-7210 and 28-7215. A map marked Exhibit "B" disclosing the area vacated is attached hereto and by this reference made a part hereof.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 1st day of April, 2003.

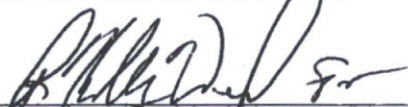
Unofficial Document  
  
Mary Manross, Mayor

ATTEST:

Sonia Robertson  
City Clerk

By:   
City Clerk

APPROVED AS TO FORM:

  
David Penpartz, City Attorney

**GeoDimensions**

3030 E. Camelback Road  
Suite 260  
Phoenix, AZ 85016  
Phone (602) 952-8788  
Fax (602) 952-9905

Revised April 11, 2002  
Revised March 19, 2002  
August 13, 2002  
Trevise  
Right-Of-Way Abandonments  
GDI Project No. 01508  
Page 1 of 2



**LEGAL DESCRIPTION**

Unofficial Document

**PARCEL OF LAND**

Those portions of that property described in Recorders No. 83-464309 and 83-464310, records of Maricopa County, Arizona, being portions of the South half of Section 33, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

The North 20 feet and the South 20 feet of the Northeast quarter of the Southwest quarter of said Section 33;

AND

The North 20 feet and the West 20 feet and the South 20 feet of the North half of the Southeast quarter of the Southwest quarter of said Section 33;

AND

The North 20 feet and the South 20 feet of the Northwest quarter of the Southwest quarter of the Southeast quarter of said Section 33;

**GeoDimensions**

3030 E. Camelback Road  
Suite 260  
Phoenix, AZ 85016  
Phone (602) 952-8788  
Fax (602) 952-9905



Revised April 11, 2002  
Revised March 19, 2002  
August 13, 2002  
Treviso  
Right-Of-Way Abandonments  
GDI Project No. 01508  
Page 2 of 2

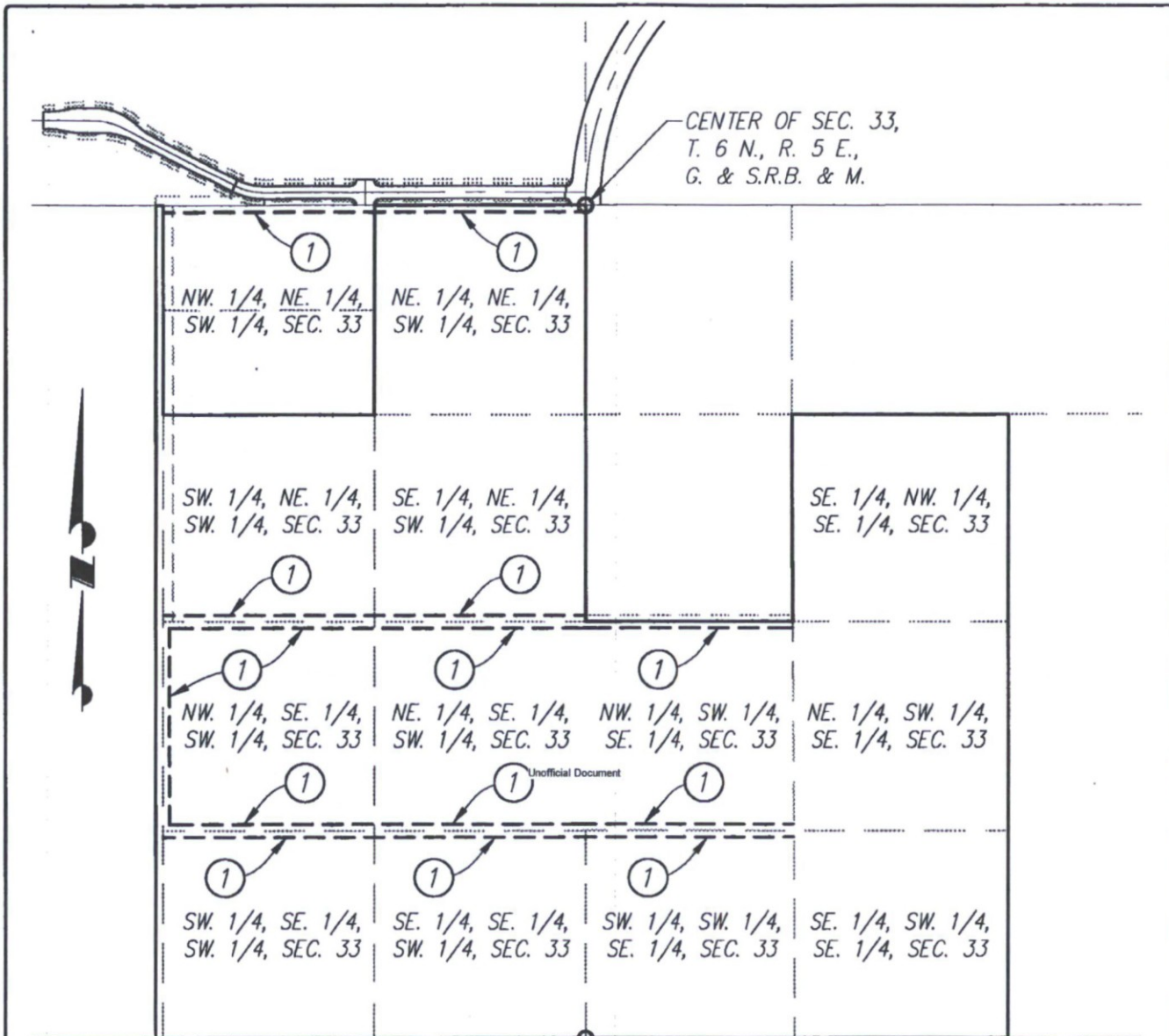
AND

The North 20 feet of the South half of the Southeast quarter of the Southwest quarter:

AND

The North 20 feet of the Southwest quarter of the Southwest quarter of the Southeast quarter of said Section 33;

Unofficial Document



① 20' ROADWAY & PUBLIC UTILITY EASEMENT  
PER DOC. NO. 83-464309, M.C.R.

S. 1/4 COR., SEC. 33,  
T. 6 N., R. 5 E.,  
G. & S.R.B. & M.

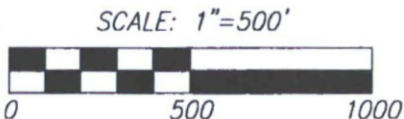
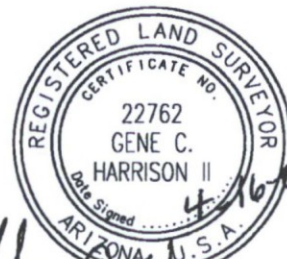


EXHIBIT B



*Gene C. Harrison II*

PROJ. NO.  
01508  
FIG. NO.  
1 of 1

**TREVISO  
RIGHT-OF-WAY  
ABANDONMENT EXHIBIT**

**GeoDimensions**

3030 E CAMELBACK ROAD  
SUITE 260  
PHOENIX, ARIZONA 85016  
PHONE (602) 952-8788 FAX 952-9905

DATE  
03/2002

1513 04 2002 10-2-01 04-16-02

63 464309

When recorded mail to:  
Stewart Title & Trust of Phoenix, Inc.  
244 W. Osborn Road  
Phoenix, Arizona 85013  
ATTN: Trust Department

EASEMENT (ES)

REC'D BY	DATE
OF	
NOV 17 1983 -2 00	
BILL HRT	
FEE 5.00	Pgs 2

ML

EASEMENT

STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware corporation, as Trustee, Trust #2101, hereby grants an Easement to the Public for roadway and public utility purposes over the property as described on Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Stewart Title & Trust of Phoenix, Inc., as Trustee has caused its Corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized this 14th day of November 1983.

STEWART TITLE & TRUST OF PHOENIX, INC.  
as Trustee

BY: *Merrill E. Lloyd*  
Trust Officer

STATE OF ARIZONA }  
County of Maricopa } ss.

On this, the 14th day of November, 1983, before me, the undersigned officer, personally appeared MERRILL E. LLOYD who acknowledged himself to be the Trust Officer, of the STEWART TITLE & TRUST OF PHOENIX, INC., a corporation and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.  
In witness whereof I have hereunto set my hand and official seal.

*TERRI YARBROUGH*  
Notary Public

OFFICIAL SEAL  
TERRI YARBROUGH  
Notary Public -- State of AZ  
MARICOPA COUNTY  
My Comm. Expires May 8, 1987

## EXHIBIT "A"

83 464309

✓ The North 20 feet and the South 20 feet of the Northeast Quarter of the Southwest quarter of Section 33, Township 6 North, Range 5 East of the G11a and Salt River Base and Meridian.

✓ The South 20 feet of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 33, Township 6 North, Range 5 East of the G11a and Salt River Base and Meridian.

✓ The North 20 feet and the West 20 feet and the South 20 feet of the North half of the Southeast quarter of the Southwest quarter, and the North 20 feet and the South 20 feet of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 33, Township 6 North Range 5 East of the G11a and Salt River Base and Meridian.

✓ The North 20 feet of the South half of the Southeast quarter of the Southwest quarter and the North 20 feet of the Southwest quarter of the Southeast quarter of Section 33, Township 6 North Range 5 East of the G11a and Salt River Base and Meridian.

*Handwritten initials*

83-46430

When recorded mail to:  
Stewart Title & Trust of Phoenix, Inc.  
244 W. Osborn Road  
Phoenix, Arizona 85013  
ATTN: Trust Department

EASEMENT (ES)

RECORDED  
OF MARICOPA COUNTY  
NOV 17 1983-2  
BILL HENRY  
FEE \$5.00

EASEMENT

STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware corporation, as Trustee, Trust #2101, hereby grants an Easement to the Public for roadway and public utility purposes over the property as described on Exhibit "A" attached hereto and made a part hereof.

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STEWART TITLE & TRUST OF PHOENIX, INC.  
as Trustee

BY: *[Signature]*  
Trust Officer

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa)

On this, the 14th day of November, 1983, before me, the undersigned officer, personally appeared MERRILL E. LLOYD who acknowledged himself to be the Trust Officer, of the STEWART TITLE & TRUST OF PHOENIX, INC., a corporation and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.  
In witness whereof I have hereunto set my hand and official seal.

*[Signature]*  
Notary Public

OFFICIAL SEAL  
TERRI YARBROUGH  
Notary Public - State of AZ  
MARICOPA COUNTY



EXHIBIT

83 464309

The North 20 feet and the South 20 feet of the Northeast Quarter of the Southeast quarter of Section 33, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian.

The South 20 feet and the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 33, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian.

The North 20 feet and the West 20 feet and the South 20 feet of the North half of the Southeast quarter of the Southwest quarter and the North 20 feet and the South 20 feet of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 33, Township 6 North Range 5 East of the Gila and Salt River Base and Meridian.

The North 20 feet of the South half of the Southeast quarter of the Southwest quarter and the North 20 feet of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 33, Township 6 North Range 5 East of the Gila and Salt River Base and Meridian.

STATE OF ARIZONA  
 COUNTY OF MARICOPA  
 DEPARTMENT OF RECORDS  
 425 E. STATE ST.  
 PHOENIX, ARIZONA 85001

I hereby certify that the within instrument was filed and recorded

Fee No.

BOOKET

Page

and indexed in

83 46431

OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF ARIZONA

Records of Maricopa County, Arizona  
 Witness by hand and official seal.

Compared

Photostated

County Recorder

Fee:

By

Deputy Recorder

MORTGAGE (M)

**ALL INCLUSIVE  
 Realty Mortgage**

Trustees of General Communications Inc.,  
 and RALPH E. MULLEN, Co-Trustee

hereinafter referred to as MORTGAGOR, in consideration of (\$346,500.00)  
 THREE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED AND NO/100

DCLL

in hand paid by STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware Corporation, as  
 Trustee under Trust No. 2101 dated September 22, 1980  
 (See List of Beneficiaries attached hereto)

hereinafter referred to as MORTGAGEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell  
 and convey to MORTGAGEE, and the successors, heirs and assigns of MORTGAGEE forever, the following real estate, lying  
 and being in the County of Maricopa, State of Arizona, known and described as

SEE EXHIBIT ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION  
 SEE ADDENDUM ATTACHED HERETO FOR FURTHER TERMS AND CONDITIONS OF THE ALL INCLUSIVE  
 REALTY MORTGAGE

Recorded in official records of Maricopa County, Arizona

DATE NOV 17 1983 2 02

5.00 PGS 5  
 ML

BILL HENRY, COUNTY RECORDER

Together with: (1) All buildings and improvements now or hereafter placed thereon; (2) all rents, issues and profits  
 thereon; (3) all claims of property now, or at any time hereafter, attached to or used in any way in connection with the  
 use, operation or occupancy of the above described real property; (4) all property, rights and privileges now or hereafter  
 owned by MORTGAGOR or now or hereafter appurtenant to said premises, which entitle MORTGAGOR or said premises  
 to receive water or electrical power for use thereon. All of the foregoing shall be deemed to be, remain and form part of  
 the realty and subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same to MORTGAGEE, and the successors, heirs, executors, administrators or assigns  
 of MORTGAGEE forever.

MORTGAGOR hereby covenants and warrants that MORTGAGOR is well and truly seized of a good and perfect title  
 to the premises above conveyed in fee simple and has good right and lawful authority to convey the same, and that the  
 title so conveyed is clear, free and unencumbered and that MORTGAGOR will forever warrant and defend the same to  
 MORTGAGEE against all claims whatsoever.

PROVIDED, ALWAYS, and these presents are upon the express conditions, that if MORTGAGOR shall: (1) Pay to  
 MORTGAGEE the just and full sum of (\$346,500.00) THREE HUNDRED FORTY SIX THOUSAND  
 FIVE HUNDRED AND NO/100 DOLLARS.

In case of the non-payment of any sum of money, either principal, interest, taxes, assessments, or for irrigation water or apartment water stock, power bills, adverse claims, encumbrances, charges or assessments, at the time or times herein provided for such payments, or upon the failure of MORTGAGOR to pay such sums, and upon the policies assigned or made payable to MORTGAGEE, or if so required, as is provided by the conditions of these policies, or upon the failure of MORTGAGOR to keep or perform any other agreement, MORTGAGEE shall be entitled to demand from the whole principal sum of said note(s), at the option of MORTGAGEE, shall be deemed to be due and the same, with interest thereon at the rate contracted, shall thereupon be collectible in a suit at law on this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time such failure shall occur, or otherwise.

MORTGAGOR further covenants and agrees, that in case of failure on the part of MORTGAGOR to pay any such assessments, dues or amounts for irrigation water or apartment water stock, power bills, adverse claims, charges or liens, or premiums of insurance, as above provided, MORTGAGEE may sue on said note(s) and the same, together with interest thereon at the rate of eight per cent per annum shall become a part of the debt secured by this mortgage, and shall be a lien on said premises immediately due and payable at the option of MORTGAGEE.

MORTGAGOR also covenants and agrees with MORTGAGEE that MORTGAGOR will, during existence of this mortgage, neither permit nor consent waste on said premises; and, if the mortgaged premises are now or hereafter used as farm lands, will purchase and use thereon the amount of water necessary to preserve and protect any water rights to which said premises are or shall be entitled, and keep said premises in continuous cultivation and carefully irrigate the same; and will take the same care thereof that a prudent owner would take, and in any action to foreclose this mortgage a receiver shall, upon appointment of the plaintiff in such action and without notice to the defendants, be appointed by the Court to take charge of said premises, to manage, carry on, protect, preserve and repair the same and receive and collect all the rents, issues and profits thereof, and apply the same to the payment of sums spent to protect, preserve and repair said property, the payment of taxes and other charges, including his own compensation, and to the payment of said note(s) and interest, which may be due or become due during the pendency of the action until sale be finally made and deed made and delivered; and in case of such foreclosure MORTGAGOR will pay to MORTGAGEE in addition to the taxable costs of the foreclosure suit, a reasonable amount as an attorney's fee, together with a reasonable fee for title search made in preparation and conduct of such suit, all of which shall be a lien on said premises and secured by this mortgage; and, in case of settlement after suit is brought but before trial, MORTGAGOR agrees to pay a reasonable attorney's fee, as well as all of the costs of such suit and the costs of the appointment of a receiver, if appointed, and any sums expended by such receiver or MORTGAGEE in the management, carrying on, protection, preservation and repair of said property.

MORTGAGOR and MORTGAGEE further covenant and agree that this instrument shall be construed as covering and securing the indebtedness herein mentioned and any and all additional indebtedness, whether as future advancement or otherwise, together with any renewals or extensions of the said indebtedness herein secured or any advancements and any and all costs of collecting the same.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties herein.

DATED this 2nd day of November 1983

RALPH G. MULLEN and  
MARY ANNE MULLEN, Trustees of General  
Communications Inc., Employee's  
Profit Sharing Trust

*Ralph G. Mullen, Trustee*  
*Mary Anne Mullen, Trustee*

MINNESOTA  
STATE OF MINNESOTA  
County of Hennepin

This instrument was acknowledged before me this  
14th day of November 1983.  
Ralph G. Mullen &

93 464311

## EXHIBIT "A"

LEGAL DESCRIPTIONPARCEL 1:

The following described parcels of land, all situated in Section 33, Township 6 North, Range 5 East, of the Gila and Salt River Base and Meridian:

The Southeast quarter of the Southwest quarter of Section 33;

The Northwest quarter of the Southwest quarter of the Southeast quarter of Section 33;

EXCEPT any of the above-described property lying within the following:

BEGINNING at the West quarter corner of said Section 33; thence North 89 degrees 56 minutes 48 seconds East, along the East-West midsection line of Section 33, a distance of 1297.73 feet; thence South 00 degrees 02 minutes 04 seconds East, a distance of 2637.74 feet to a point lying on the South line of Section 33; thence South 89 degrees 52 minutes 45 seconds West, along the South line of Section 33, a distance of 1297.73 feet to the Southwest corner of said Section 33; thence South 89 degrees 54 minutes West, along the South line of Section 32, a distance of 205.91 feet; thence North 00 degrees 02 minutes 04 seconds West, a distance of 2639.27 feet; thence North 89 degrees 54 minutes East, a distance of 205.91 feet to the POINT OF BEGINNING.

PARCEL 2:

A nonexclusive easement for access over the South 30 feet of the East 205.91 feet of the Northeast quarter of Section 32, Township 6 North, Range 5 East; the South 30 feet of the West 2629.66 feet of the Northwest quarter of Section 33, Township 6 North, Range 5 East; the West 30 feet of the East 205.91 feet of the Northeast quarter of Section 32, Township 6 North, Range 5 East; and the West 30 feet of the East 205.91 feet of that part of the Southeast quarter of Section 29, Township 6 North, Range 5 East, lying Southerly of the Southerly right-of-way line of Cave Creek-Camp Creek Road.

PARCEL 3:

A non-exclusive easement for access over the West 30 feet of the Northeast quarter of the Southwest quarter of Section 33, Township 6 North, Range 5 East of the Gila and Salt River Base and Meridian.

Escrow No. ST 836071

ADDENDUM

83 464311

Mortgagor shall have the privilege of prepaying any portion of the unpaid balance under the same terms, conditions and also subject to all privileges, payment penalties, and any other penalties imposed by the existing lien remaining the obligation of the Seller, recorded April 28, 1978 in Docket 12871, page 172.

The Mortgagor understands that these premises are subject to the lien of a Deed of Trust to W.W. Bones as Trustee, and on which there is an unpaid principal balance of approximately \$137,000.00. Said Deed of Trust shall remain the obligation of the Seller, and said Deed of Trust obligation shall be discharged by the Seller and cleared of record on or before the date upon which the Mortgagor shall have discharged the deferred balance due hereunder.

Mortgagor is aware that the underlying Deed of Trust covers more property than that being purchased by the Buyer herein and Buyer and Seller hereby instruct Stewart Title & Trust of Phoenix as Trustee under Trust No. 2101, to disburse funds to the underlying Deed of Trust at Stewart Title (Collection # ) from the annual payment as received from either Chicago Title No. ST 836071 or ST 836070, whichever is received first, and the balance of the payment to the Beneficiaries under Stewart Title Trust 2101.

Chicago Title is hereby relieved of any liability and/or responsibility in connection with said Deed of Trust remaining the obligation of the Seller and is hereby instructed to issue its policy of title insurance showing said Deed of Trust to be a lien on the subject property.

If the property described herein is subject to a lien or encumbrance as defined in A.R.S. 33-418 or if the interest of the Seller is held under option or contract of purchase or in trust, the Seller assures that Buyer will receive title free of lien, encumbrances, option, contract or trust agreement, upon the completion of all payments and performance of all payments and performance of all the terms and provisions required to be made or performed by the Buyer.

**RELEASE PROVISIONS:**

Mortgagor when not in default in payment of principal and interest payments, shall be entitled to release minimum ten acre parcels (as per release pattern below) upon payment of a release price of \$9,000.00 per acre together with interest on the release price to the date of release. Each quarter, quarter, quarter sectional description of the real property described in legal description shall be deemed to contain ten acres for purposes of releases. No portion of the down payment paid through Escrow shall apply toward releases. Annual installments of principal shall apply toward releases, and conversely all release payments shall be credited toward the next succeeding annual payment due, but annual payments thereafter due shall remain constant and uninterrupted.

For purposes of identification, the following parcel map shall identify the 10 acre parcels by number. The release pattern shall begin with parcel 6, then 10, 11, 15, and 14. After parcel 6 is released, releases shall be in accordance with the prescribed release pattern, except should Buyer desire, they may deviate from pattern as long as the Seller's unreleased portion has common sides and are contiguous.

Should Buyer and Seller agree to a release which is not in conformance with the above release pattern, both shall notify the collection agent, in writing, of such agreement.

Mortgagor agrees that the underlying Deed of Trust covers more property than that being released by the Buyer herein and Buyer and Seller hereby instruct Stewart Title Trust of Phoenix as Trustee under Trust No. 2101, to disburse the underlying Deed of Trust at Stewart Title (Collection # ) from the payment as received from either Chicago Title No. ST 836071 or Chicago Title No. ST 836071 received first, and the balance of the payment to Stewart Title Trust 2101.

Mortgagor hereby released of any liability and/or responsibility for the said Deed of Trust remaining the obligation of the Seller and is hereby instructed to issue its policy of title insurance showing said Deed of Trust as a lien on the subject property.

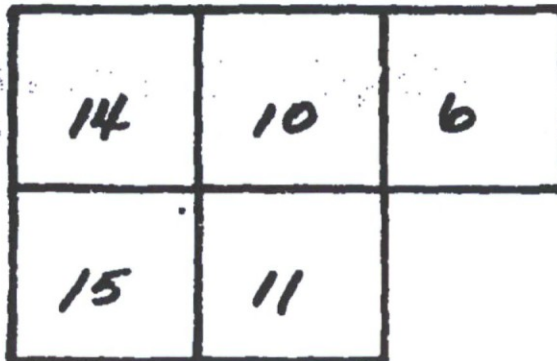
If the property described herein is subject to a lien or encumbrance as defined in Article 1, if the interest of the Seller is held under option or contract, lease or license, the Seller assures that Buyer will receive title free from all liens, encumbrances, option, contract or trust agreement, upon the completion of all payments and performance of all payments and performance of all other obligations required to be made or performed by the Buyer.

**RELEASE PROVISIONS:**

Mortgagor when not in default in payment of principal and interest payments, shall be entitled to release minimum ten acre parcels (as per release pattern below) upon payment of a release price of \$9,000.00 per acre together with interest on the release price to the date of release. Each quarter, quarter sectional description of the real property described in legal description shall be deemed to contain ten acres for purposes of releases. No portion of the down payment paid through Escrow shall apply toward releases. Annual installments of principal shall apply toward releases, and conversely all release payments shall be credited toward the next annual payment due, but annual payments thereafter due shall remain constant and uninterrupted.

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Should Buyer and Seller agree to a release which is not in conformance with the above release pattern, both shall notify the collection agent, in writing, of such agreement.



ACCEPTED AND AGREED:  
 Mary Anne Mullen, Trustee of General Communications Inc. Employee's Profit Sharing Trust,

*Mary Anne Mullen*  
 Trustee

64321

BENEFICIARIES OF STEWART FATHER TRUST OF THE NETHERLANDS  
DATED SEPTEMBER 22, 1960 ARE AS FOLLOWS:

1. Dr. N. Verhulst, husband of Rosemary Verhulst, his wife, in sole and separate property
2. John Broos and Maria Broos, his wife
3. Pieter Van Der Drien and Elisabeth Van Der Drien, his wife
4. Cornelius Kouwenberg and Maria Kouwenberg, his wife
5. William Van Vugt and Maria Van Vugt, his wife
6. Godefridus Braat and Denisse Braat, his wife
7. Wolf Hucke and Rita Hucke, his wife
8. Johannes Bierbooms and Catharina Bierbooms, his wife
9. Michael Kouwenberg and Evelyn Kouwenberg, his wife
10. Olindo Iacobelli and Carol Iacobelli, his wife
11. Hendrikus De Laat and Maria De Laat, his wife
12. Antonius Haentjens Dekker, an unmarried man
13. Antonius Gils and Hendrika Van Gils, his wife

ADDRESS FOR BENEFICIARIES:

c/o John Broos  
Muiderkring 12  
4873 CV  
Etten - Leur  
Holland The Netherlands

STATE OF ARIZONA  
COUNTY OF MARICOPA

I hereby certify that the within instrument was filed and recorded  
and indexed in DEEDS

DEEDS

Fee No.

83 464312

Compared

Photostated

Fee

STEWART TITLE AGENCY OF ARIZONA

When recorded at the  
CHICAGO TITLE AGENCY  
7475 N. 19th Ave., Suite 100  
Phoenix, Arizona 85021

Witness my hand and official seal.

County Recorder

Deputy Recorder

### Special Warranty Deed

For the consideration of Ten Dollars and other valuable considerations, the undersigned STEWART TITLE & TRUST OF PHOENIX, INC., an Arizona Corporation, as Trustee under Trust No. 2101 dated September 22, 1980, as Grantor herein, does hereby convey to: LYNN CAR INC., an Arizona corporation

the Grantee, the following real property situated in Maricopa County, Arizona:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

CLERK OF SUPERIOR COURT RECORDS  
OF MARICOPA COUNTY, ARIZONA  
NOV 17 1983 -2 02  
BILL HENRY, COUNTY CLERK  
FEE 7.00 TO 2  
ML

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

Together with all rights and privileges appurtenant or to become appurtenant to said land by virtue of the subscription of said lands for share of the capital stock of the Salt River Valley Water Users' Association, or by virtue of any Water Right Application for Water Rights for all or any portion of said lands in the Salt River Project of the United States Reclamation Service, and subject to all the terms, conditions and liabilities incident thereto and subject to any liabilities or obligations imposed upon said lands by reason of the inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District.

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

IN WITNESS WHEREOF, the STEWART TITLE & TRUST OF PHOENIX, INC., as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officers thereunto duly authorized this 14th day of November A.D. 1983.

STEWART TITLE & TRUST OF PHOENIX, INC., as Trustee  
under Trust No. 2101, dated September 22, 1980  
By: *[Signature]*  
Trust Officer



83 464312

LEGAL DESCRIPTIONPARCEL 1:

The following described parcels of land, all situated in Section 33, Township 6 North, Range 5 East, of the Gila and Salt River Base and Meridian:

The Northeast quarter of the Southwest quarter of Section 33;

The Southwest quarter of the Northwest quarter of the Southeast quarter of Section 33;

The Northwest quarter of the Northwest quarter of the Southeast quarter of Section 33;

EXCEPT the East 9.57 feet; and

EXCEPT any of the above-described property lying within the following:

BEGINNING at the West quarter corner of said Section 33; thence North 89 degrees 56 minutes 48 seconds East, along the East-West midsection line of Section 33, a distance of 1297.73 feet; thence South 00 degrees 02 minutes 04 seconds East, a distance of 2637.74 feet to a point lying on the South line of Section 33; thence South 89 degrees 52 minutes 45 seconds West, along the South line of Section 33, a distance of 1297.73 feet to the Southwest corner of said Section 33; thence South 89 degrees 54 minutes West, along the South line of Section 32, a distance of 205.91 feet; thence North 00 degrees 02 minutes 04 seconds West, a distance of 2639.27 feet; thence North 89 degrees 54 minutes East, a distance of 205.91 feet to the POINT OF BEGINNING.

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