

**207 Waiver
Title
Legal Description
Policy or Appeals
Correspondence Between Legal & Staff
Letter of Authorization**

Affidavit of Authorization to Act for Property Owner

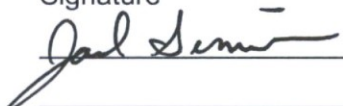


1. This affidavit concerns the following parcel of land:

- a. Street Address: 27301 N. 79th St. Scottsdale AZ 85266
- b. County Tax Assessor's Parcel Number: _____
- c. General Location: _____
- d. Parcel Size: _____
- e. Legal Description: _____

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)	Date	Signature
<u>Joel Simoneau</u>	<u>4-15-18</u> , 20__	<u></u>
_____	_____, 20__	_____
_____	_____, 20__	_____
_____	_____, 20__	_____

Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications

I hereby certify that I am the owner of property located at:

27301 N. 79th St. Scottsdale AZ 85266
(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.

Joel Simon
Signature of Property Owner

4-15-18
Date

13-AB-2018
06/27/18



First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 255-5921112

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

13-AB-2018

06/27/18

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; 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.
- (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.

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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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First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 255-5921112

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 9000 East Pima Center Parkway,
Scottsdale, AZ 85258

Commitment No.: 255-5921112

Issuing Office File No.: 255-5921112

Property Address: 27301 North 79th St, Scottsdale, AZ 85266

Revision No.:

Title officer: Brenda Landt @ (602)685-7393.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Fro Ludwig at (480)551-0480**

SCHEDULE A

1. Commitment Date: June 13, 2018 8:00 AM
2. Policies to be issued:
 - (a) ALTA® 2006 Extended Loan Policy
Proposed Insured: LHM Financial Corporation
Proposed Policy Amount: \$650,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

FEE

4. Title to the FEE estate or interest in the Land is at the Commitment Date vested in: JOEL B. SIMONEAU, A MARRIED MAN
5. The Proposed Insured Mortgage and assignment thereof, If any, described as follows:
SEE EXHIBIT "1" ATTACHED HEREIN
6. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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EXHIBIT "1"

- a. A Deed of Trust given to secure an indebtedness in the original principal amount of \$650,000.00, dated _____, recorded _____ as _____ of Official Records.

Trustor: JOEL B. SIMONEAU, A MARRIED MAN
Trustee: _____
Beneficiary: LHM Financial Corporation

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First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 255-5921112

Commitment No.: 255-5921112

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. Compliance with A.R.S. 11-480 relative to all documents to be recorded in connection herewith. See note at end of this section for details

NOTE: In connection with Arizona Revised Statutes 11-480, as of January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- a. Print must be ten-point type or larger.
 - b. A margin of two inches at the top of the first page for recording and return address information and margins of one-half inch along other borders of every page.
 - c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.
-
6. All of 2017 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$4,590.02 for the year 2017 under Assessor's Parcel No. 212-22-025A 4.

Maricopa County Treasurer
301 W. Jefferson Rm#100
Phoenix, AZ 85003
(602) 506-8511
treasurer.maricopa.gov (web)

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7. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$650,000.00, recorded November 02, 2015 as 2015-0787921 of Official Records.

Dated: November 02, 2015
Trustor: JOEL B. SIMONEAU, A MARRIED MAN AS HIS SOLE AND SEPARATE
PROPERTY MARRIED MAN
Trustee: First American Title Insurance Company
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee
for LHM FINANCIAL CORPORATION

8. Record Deed of Trust shown as Item 4, Schedule A.

NOTE: If FIRST AMERICAN TITLE is named as Trustee in the Deed of Trust, the correct name and address is:

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation
P.O. Box 2922
Phoenix, AZ 85062

NOTE: In connection with Arizona Revised Statutes 11-475.B, as of July 3, 2015, a person recording a Deed of Trust or Mortgage for residential property constructed for at least one family but not more than four families shall include "RESIDENTIAL 1-4" in the caption heading on the first page of each document.

NOTE: According to the Public Records, the following matters constitute the chain of title for the 24 month period preceding the Commitment Date hereof

OR

the last recorded instrument vesting title to the Land:

An instrument executed by Joseph R. Rivkin, an unmarried man, in favor of Joel B. Simoneau, a married man, recorded November 02, 2015, as 2015-0787919 of Official Records.

An instrument executed by Bertha R. Simoneau, in favor of Joel B. Simoneau, a married man, recorded November 02, 2015, as 2015-0787920 of Official Records.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the Land thereon. The Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy.

DISCLOSURE NOTE: In the event any Affidavit required pursuant to A.R.S. § 33-422 has been, or will be, recorded pertaining to the Land, such Affidavit is not reflected in this Commitment nor will it be shown in any policy to be used in connection with this Commitment.

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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 255-5921112

Commitment No.: 255-5921112

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (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.
3. 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 thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
6. (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.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

8. Taxes for the full year of 2018.
(The first half is due October 1, 2018 and is delinquent November 1, 2018. The second half is due March 1, 2019 and is delinquent May 1, 2019.)
9. Covenants, conditions, restrictions, association lien rights, reservations and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604 (c), of the United States Codes.
10. Water rights, claims or title to water, whether or not shown by the public records.

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First American Title

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 255-5921112

File No.: 255-5921112

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT TO SAID LAND.

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EXHIBIT A
LEGAL DESCRIPTION
PARTIAL RIGHT-OF-WAY ABANDONMENT

THOSE PORTIONS OF THE RIGHTS-OF-WAY RECORDED IN DOCUMENT NUMBER 2001-969874, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25 FEET AND THE SOUTH 20 FEET OF SAID NORTHWEST QUARTER;
EXCEPT THE WEST 20 FEET THEREOF.

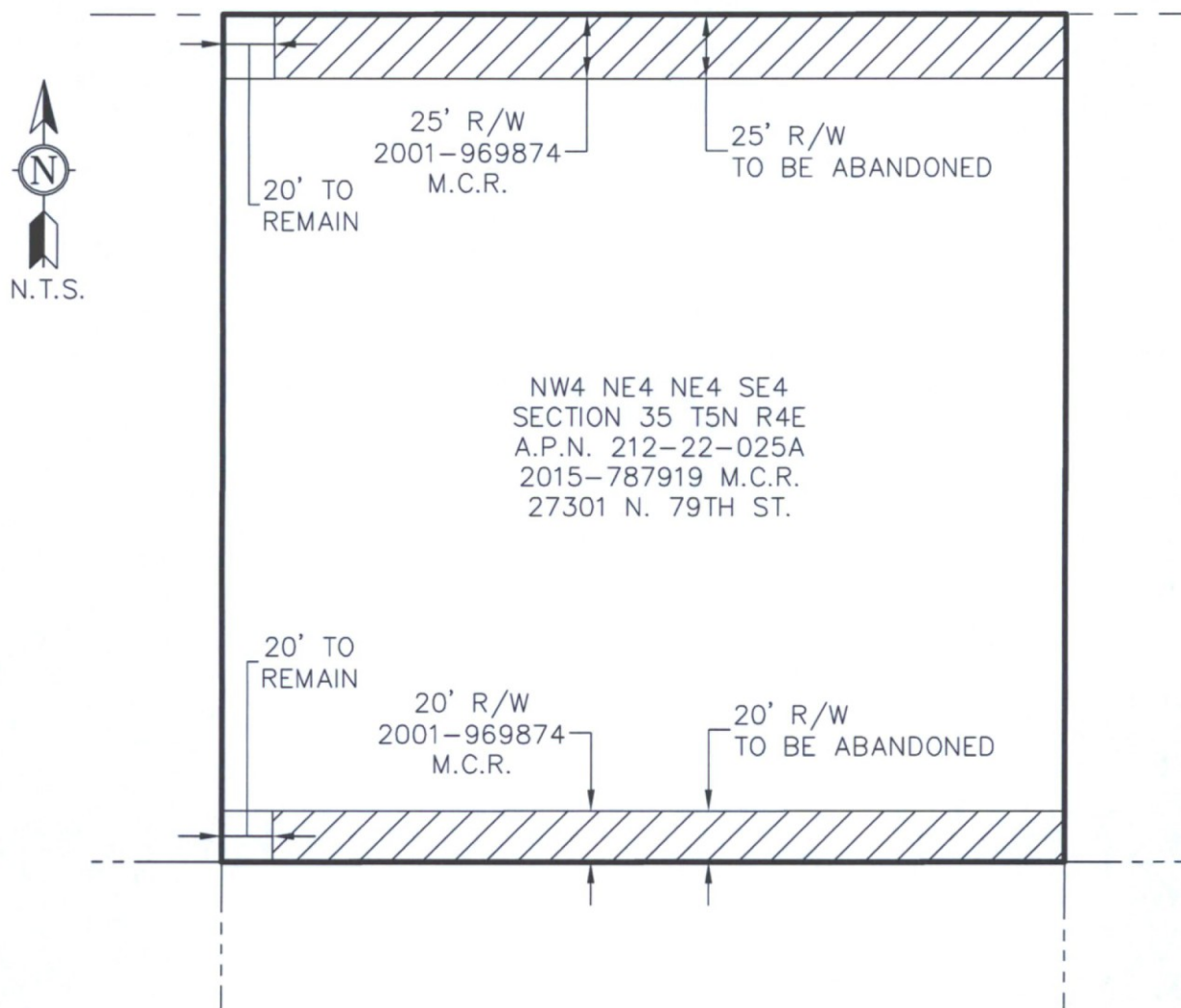


LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

PROJECT NO: 18017
SHEET 1 OF 1

13-AB-2018
06/27/18

EXHIBIT B
PARTIAL RIGHT-OF-WAY ABANDONMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY



LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

PROJECT NO: 18017
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EXHIBIT A
LEGAL DESCRIPTION
PARTIAL RIGHT-OF-WAY ABANDONMENT

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THE NORTH 25 FEET AND THE SOUTH 20 FEET OF SAID NORTHWEST QUARTER;
EXCEPT THE WEST 20 FEET THEREOF.

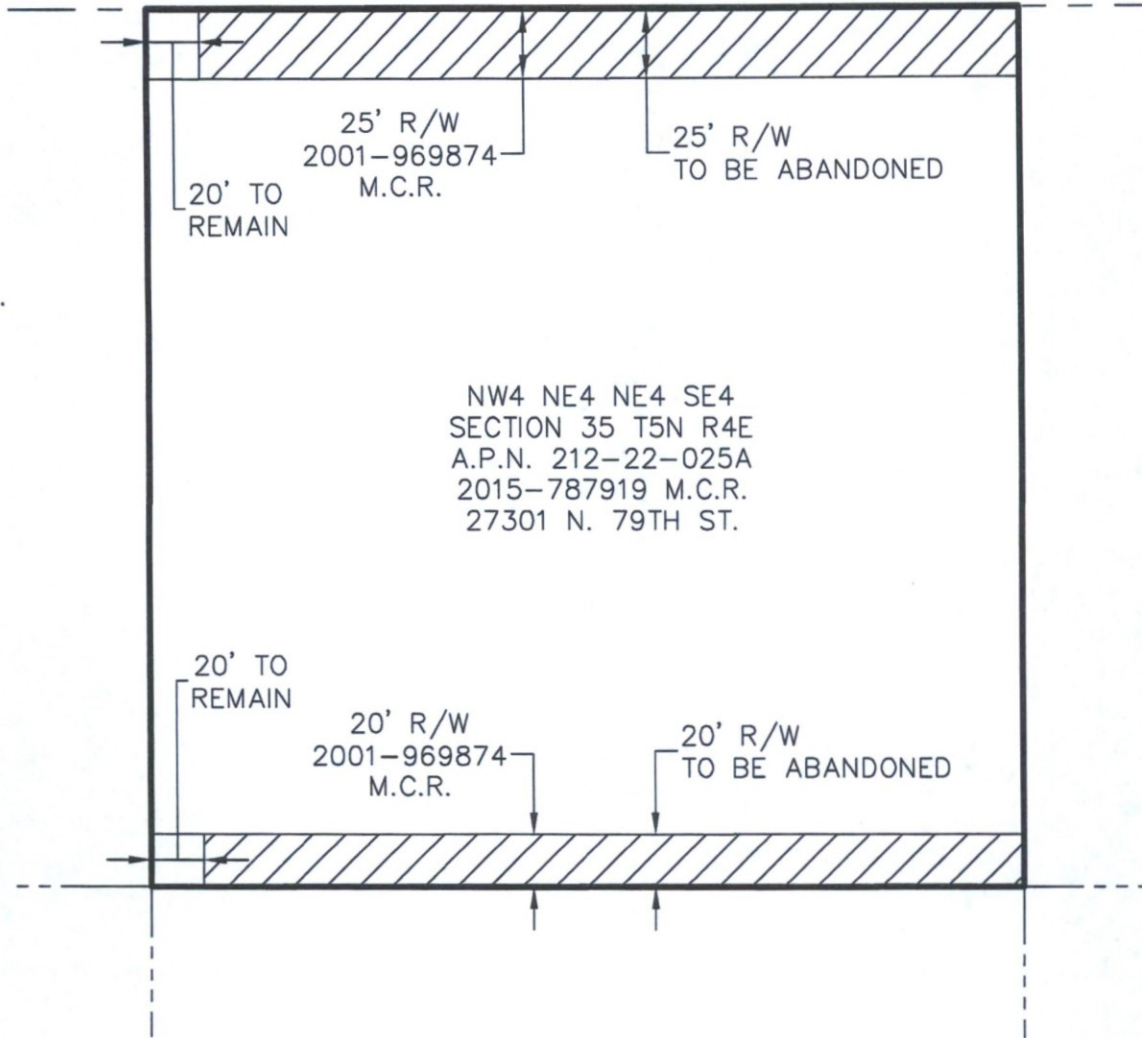


LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

PROJECT NO: 18017
SHEET 1 OF 1

13-AB-2018
06/27/18

EXHIBIT B
PARTIAL RIGHT-OF-WAY ABANDONMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY



LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL RIGHT-OF-WAY ABANDONMENT

THOSE PORTIONS OF THE RIGHTS-OF-WAY RECORDED IN DOCUMENT NUMBER 2001-969874, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25 FEET AND THE SOUTH 20 FEET OF SAID NORTHWEST QUARTER;
EXCEPT THE WEST 20 FEET THEREOF.

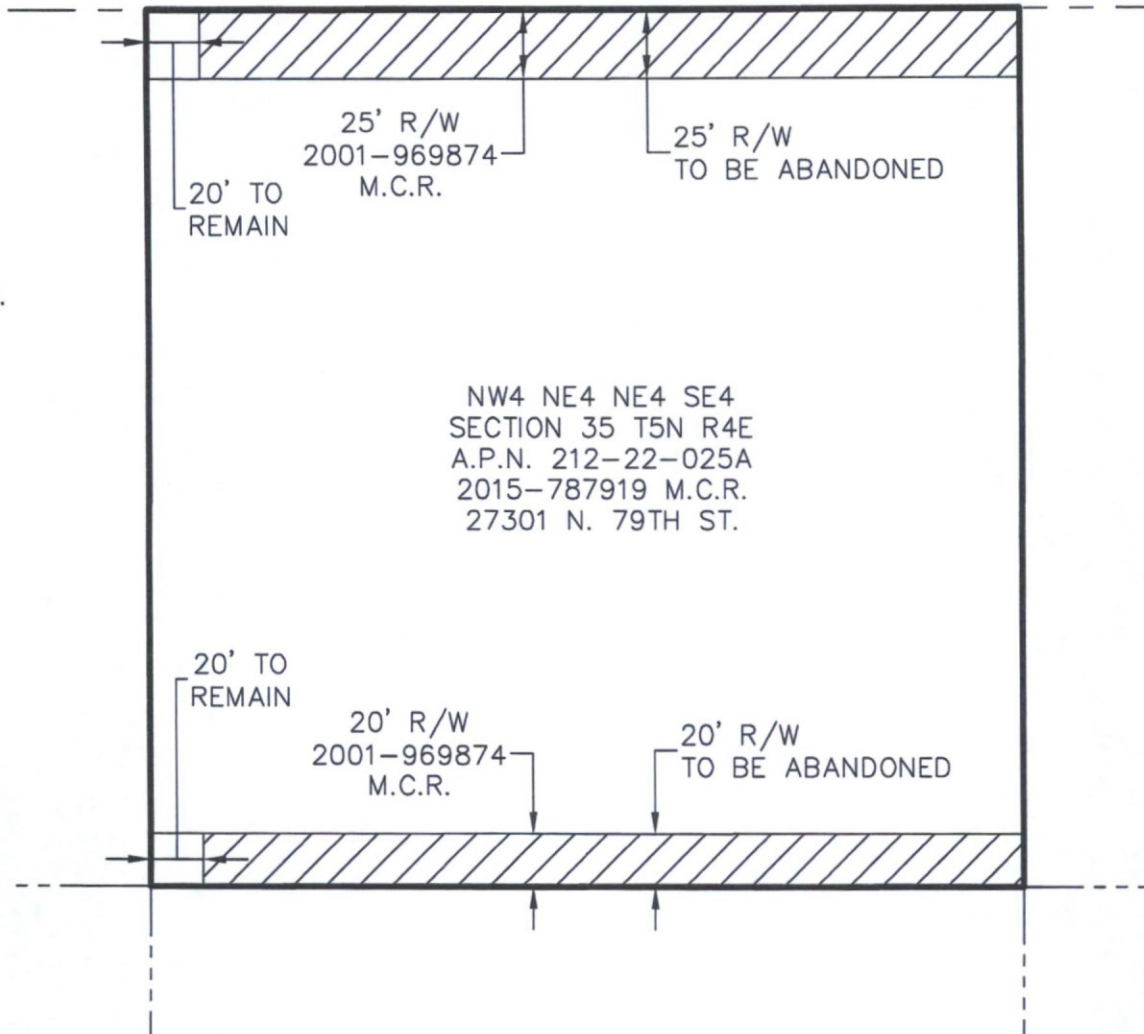


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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT B
PARTIAL RIGHT-OF-WAY ABANDONMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY



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33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL RIGHT-OF-WAY ABANDONMENT

THOSE PORTIONS OF THE RIGHTS-OF-WAY RECORDED IN DOCUMENT NUMBER 2001-969874, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25 FEET AND THE SOUTH 20 FEET OF SAID NORTHWEST QUARTER;
EXCEPT THE WEST 20 FEET THEREOF.

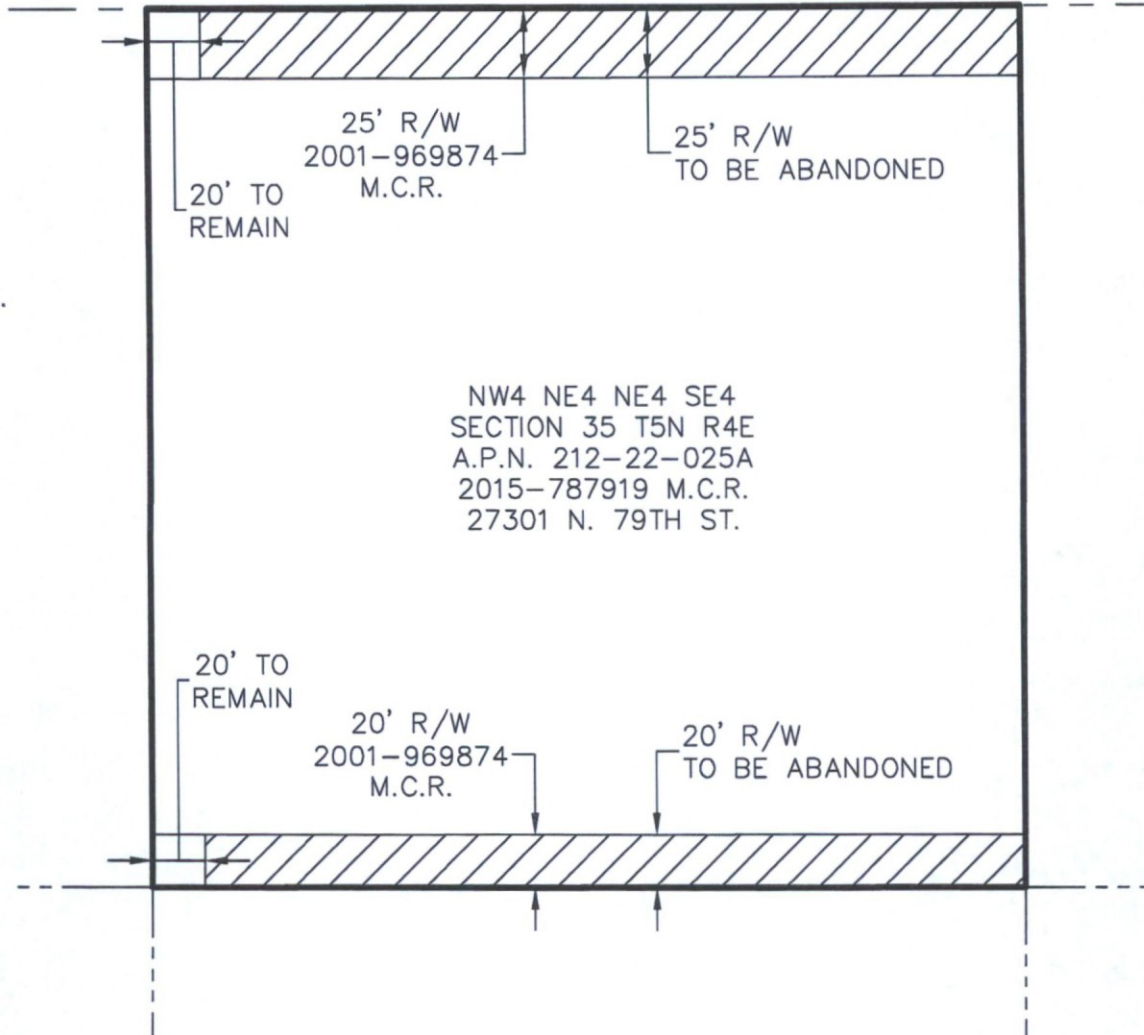


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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT B
PARTIAL RIGHT-OF-WAY ABANDONMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY



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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL RIGHT-OF-WAY ABANDONMENT

THOSE PORTIONS OF THE RIGHTS-OF-WAY RECORDED IN DOCUMENT NUMBER 2001-969874, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25 FEET AND THE SOUTH 20 FEET OF SAID NORTHWEST QUARTER;
EXCEPT THE WEST 20 FEET THEREOF.

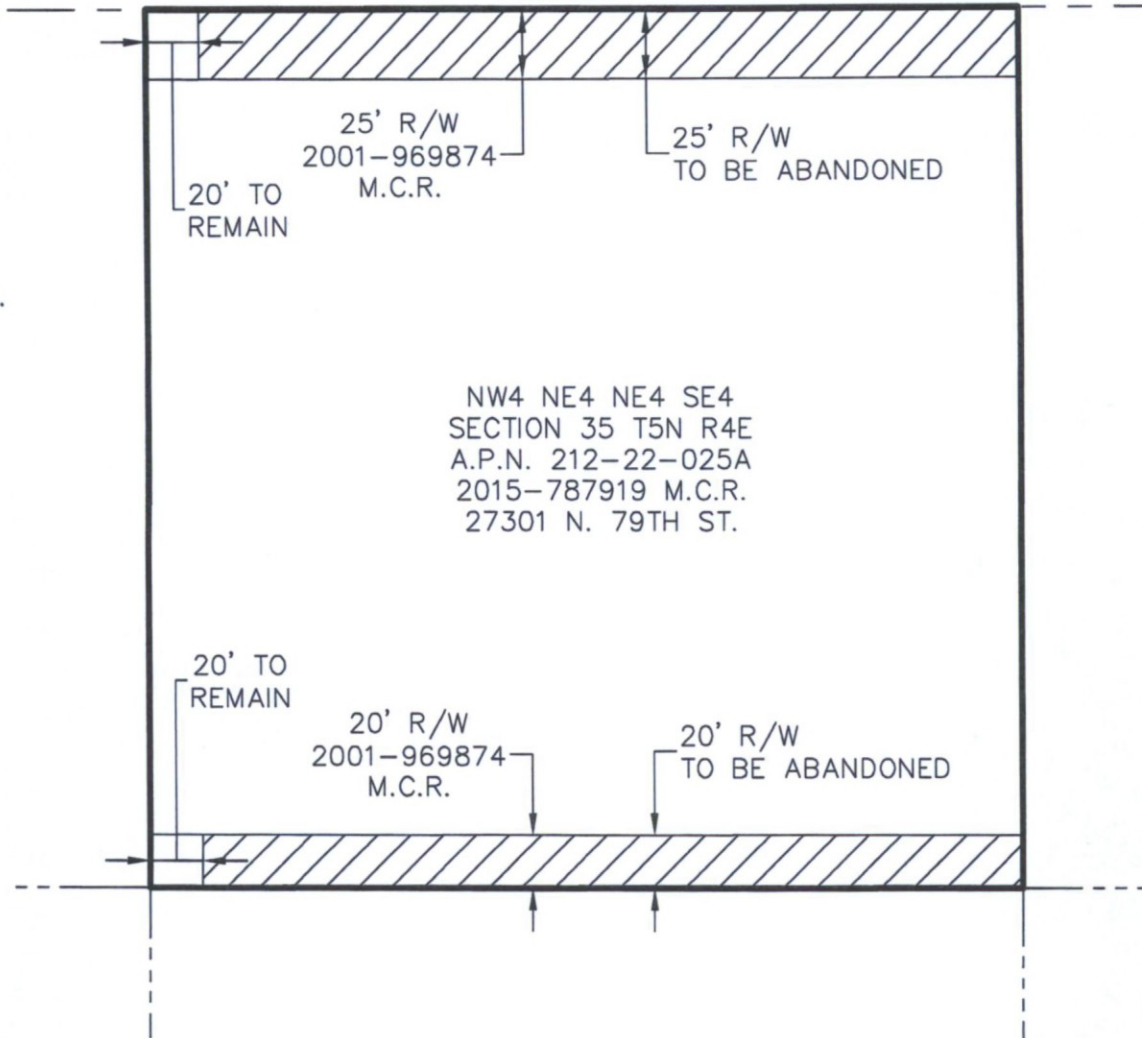


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PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT B
PARTIAL RIGHT-OF-WAY ABANDONMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY



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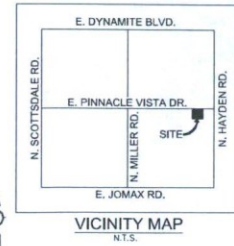
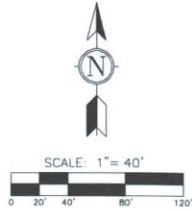
13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

RECORD OF SURVEY

A.P.N. 212-22-025A

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



**LS
RS**

LSRS LAND SURVEYING
33215 N. 48TH WAY
CAVE CREEK, AZ 85331
PHONE: (480) 855-4038
FAX: (480) 718-9568
INFO@LANDSURVEYING.COM

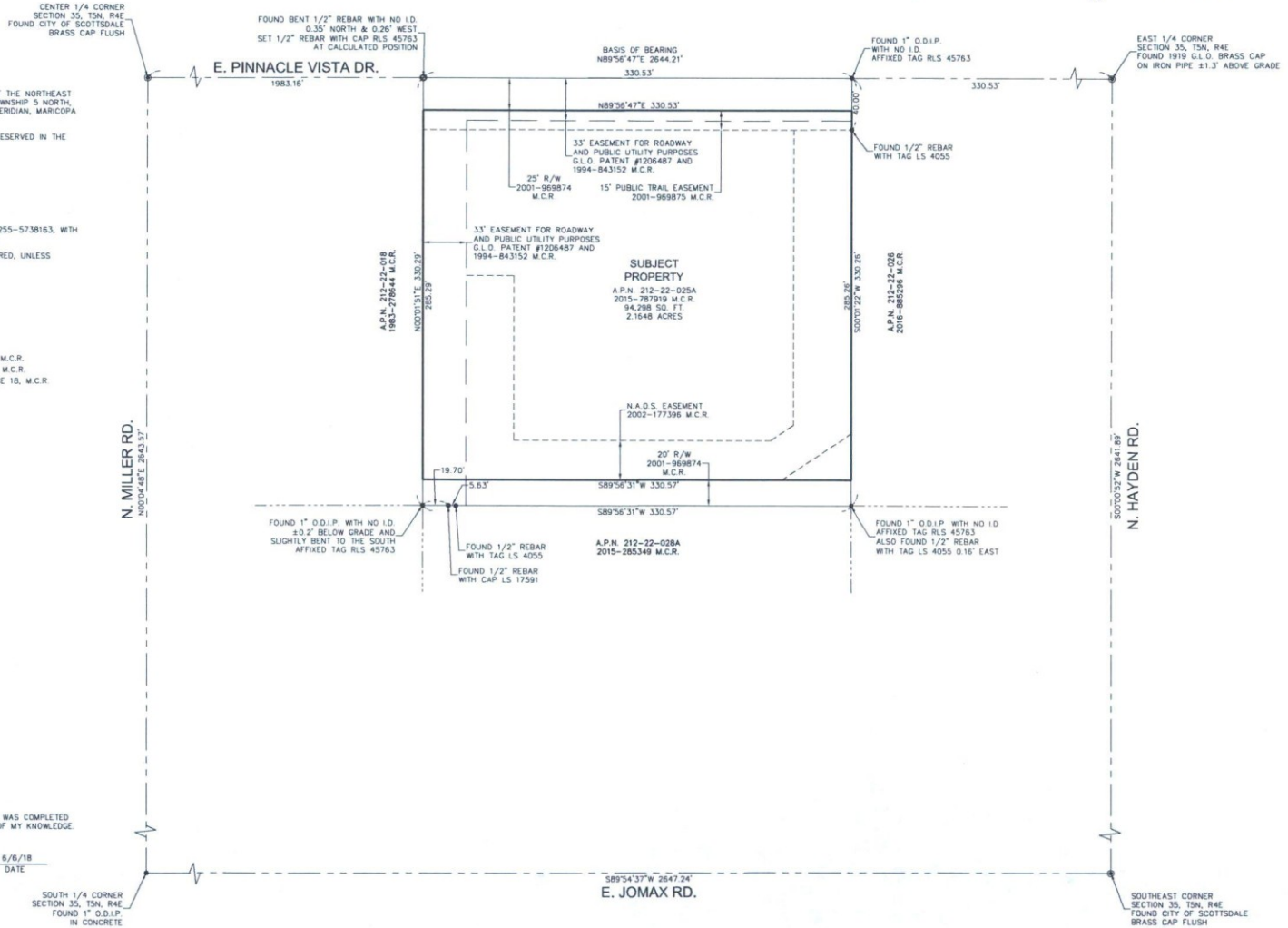
RECORD OF SURVEY
A.P.N. 212-22-025A
SCOTTSDALE, ARIZONA



PROJ. NO.:	18017
CAD FILE:	18017_SURR1
DATE:	5/28/18
DRAWN:	JV
SCALE:	1"=40'

REVISIONS	

SHEET
1 of 1



LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT TO SAID LAND

NOTES

- THIS SURVEY IS BASED ON RL TITLE AGENCY TITLE NO. 255-5738163, WITH AN EFFECTIVE DATE OF SEPTEMBER 24, 2015 AT 7:30 A.M.
- ALL BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED, UNLESS OTHERWISE NOTED.

REFERENCE DOCUMENTS

- TITLE COMMITMENT
- MAP OF DEDICATION, BOOK 1383 OF MAPS, PAGE 32, M.C.R.
- RESULTS OF SURVEY, BOOK 1310 OF MAPS, PAGE 35, M.C.R.
- COACS RECORD OF SURVEY, BOOK 665 OF MAPS, PAGE 18, M.C.R.
- G.L.O. PATENT 1206487
- G.L.O. PLAT 00202, OFFICIALLY FILED 2-26-1921

OWNER

JOEL SIMONEAU
27301 N. 79TH ST.
SCOTTSDALE, AZ 85266

LEGEND

- FOUND BRASS CAP
 - FOUND MONUMENT AS NOTED
 - SET MONUMENT AS NOTED
- A.P.N. ASSESSOR PARCEL NUMBER
G.L.O. GENERAL LAND OFFICE
I.D. IDENTIFICATION
M.C.R. MARICOPA COUNTY RECORDER
N.A.O.S. NATURAL AREA OPEN SPACE
O.D.I.P. OUTSIDE DIAMETER IRON PIPE
R/W RIGHT-OF-WAY

SURVEYOR'S STATEMENT

I, JAY VANLANDSCHOOT, HEREBY STATE THAT THIS SURVEY WAS COMPLETED BY ME, AND IT IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Jay Vanlandschoot 5/16/18
JAY VANLANDSCHOOT R.L.S. #45763 DATE

13-AB-2018
06/27/18

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT

AN ABANDONMENT OF THE NORTH 33 FEET AND THE WEST 33 FEET OF THE G.L.O.
EASEMENT IN PATENT NUMBER 1206487;

EXCEPT THE WEST 20 FEET THEREOF.

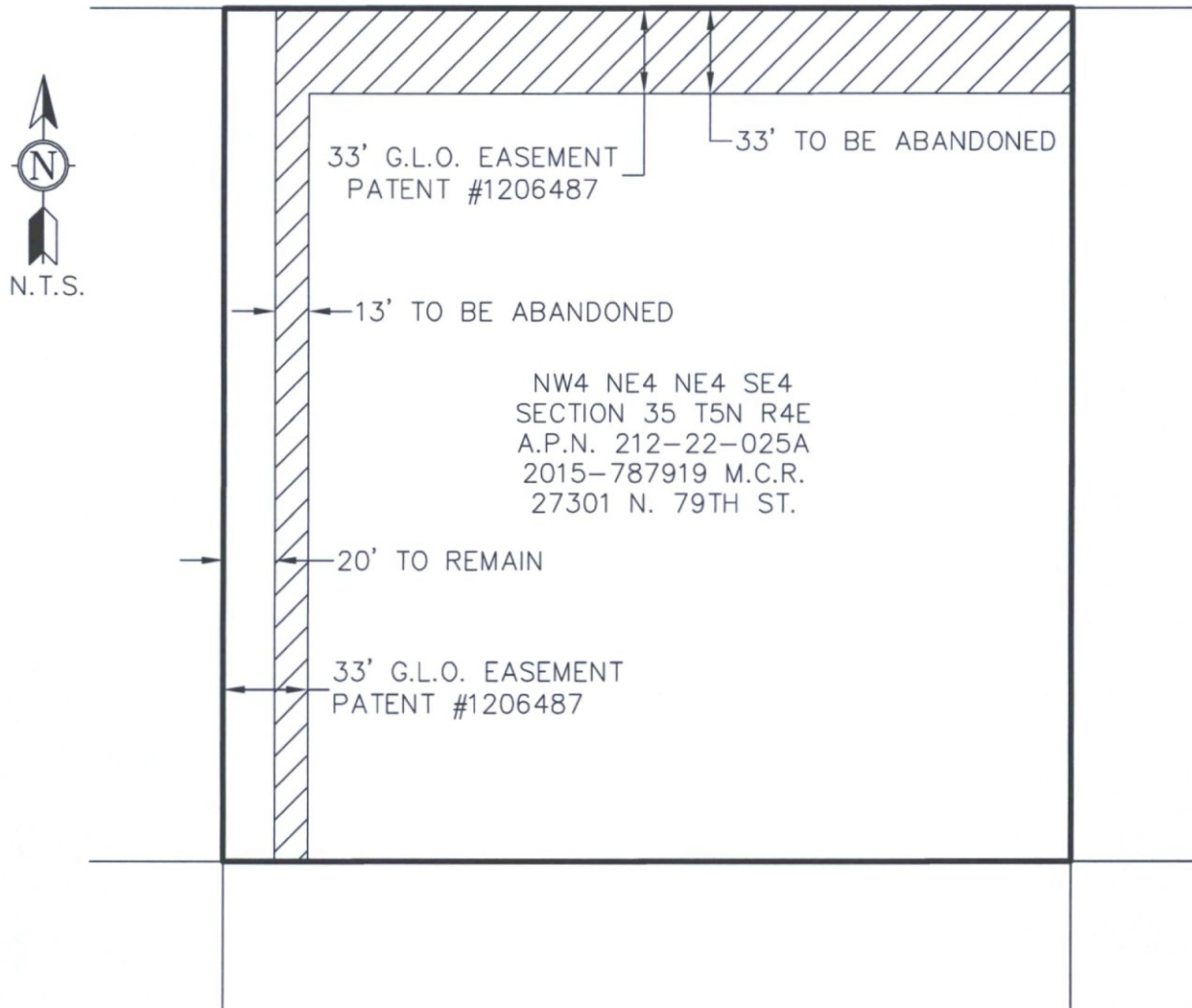


LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT B
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE



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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT

AN ABANDONMENT OF THE NORTH 33 FEET AND THE WEST 33 FEET OF THE G.L.O.
EASEMENT IN PATENT NUMBER 1206487;

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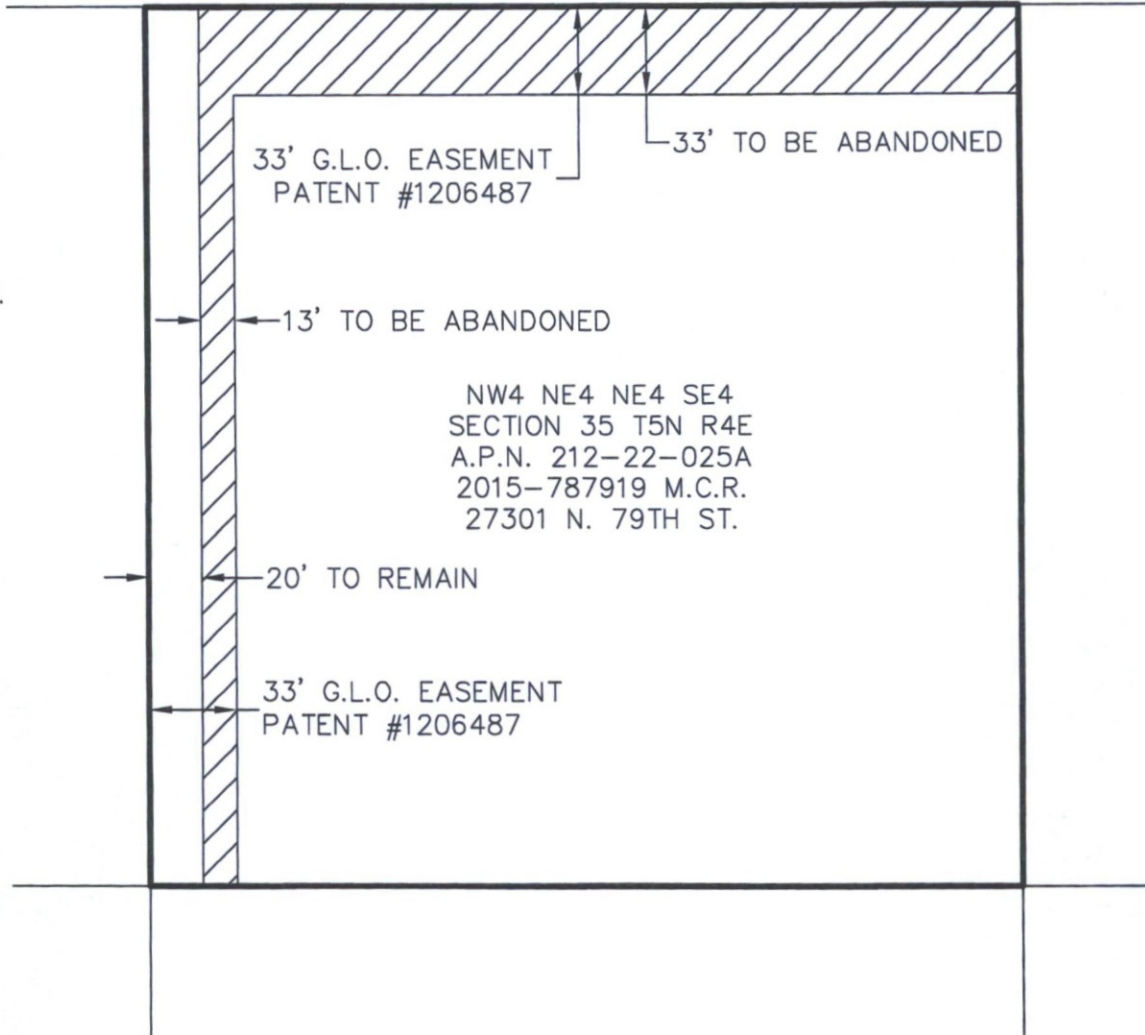


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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

**EXHIBIT B
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT**



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE



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**13-AB-2018
06/27/18**

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT

AN ABANDONMENT OF THE NORTH 33 FEET AND THE WEST 33 FEET OF THE G.L.O.
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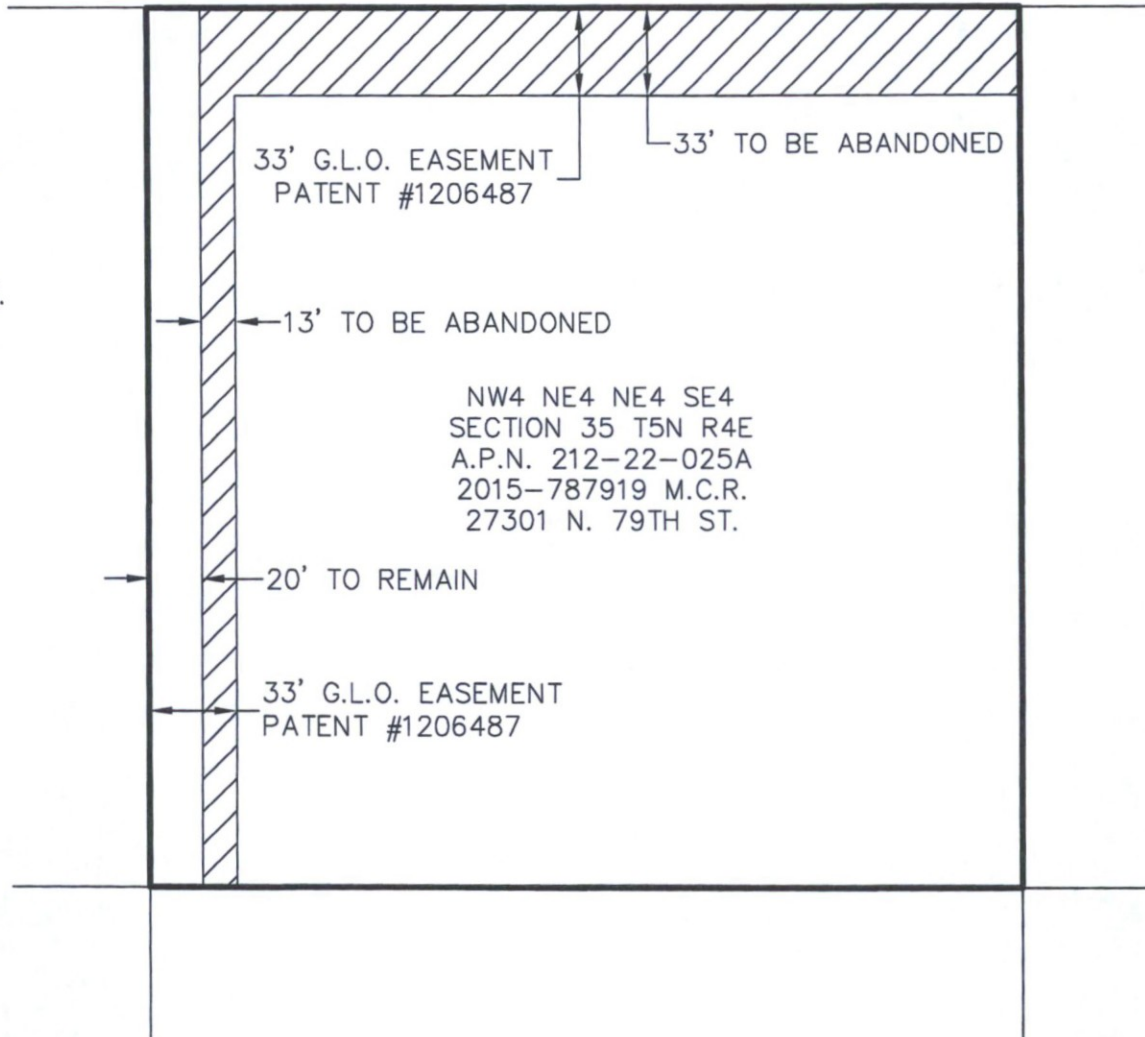


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13-AB-2018
06/27/18

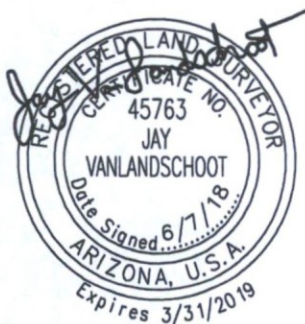
PROJECT NO: 18017
SHEET 1 OF 1

**EXHIBIT B
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT**



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE



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**13-AB-2018
06/27/18**

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT

AN ABANDONMENT OF THE NORTH 33 FEET AND THE WEST 33 FEET OF THE G.L.O.
EASEMENT IN PATENT NUMBER 1206487;

EXCEPT THE WEST 20 FEET THEREOF.

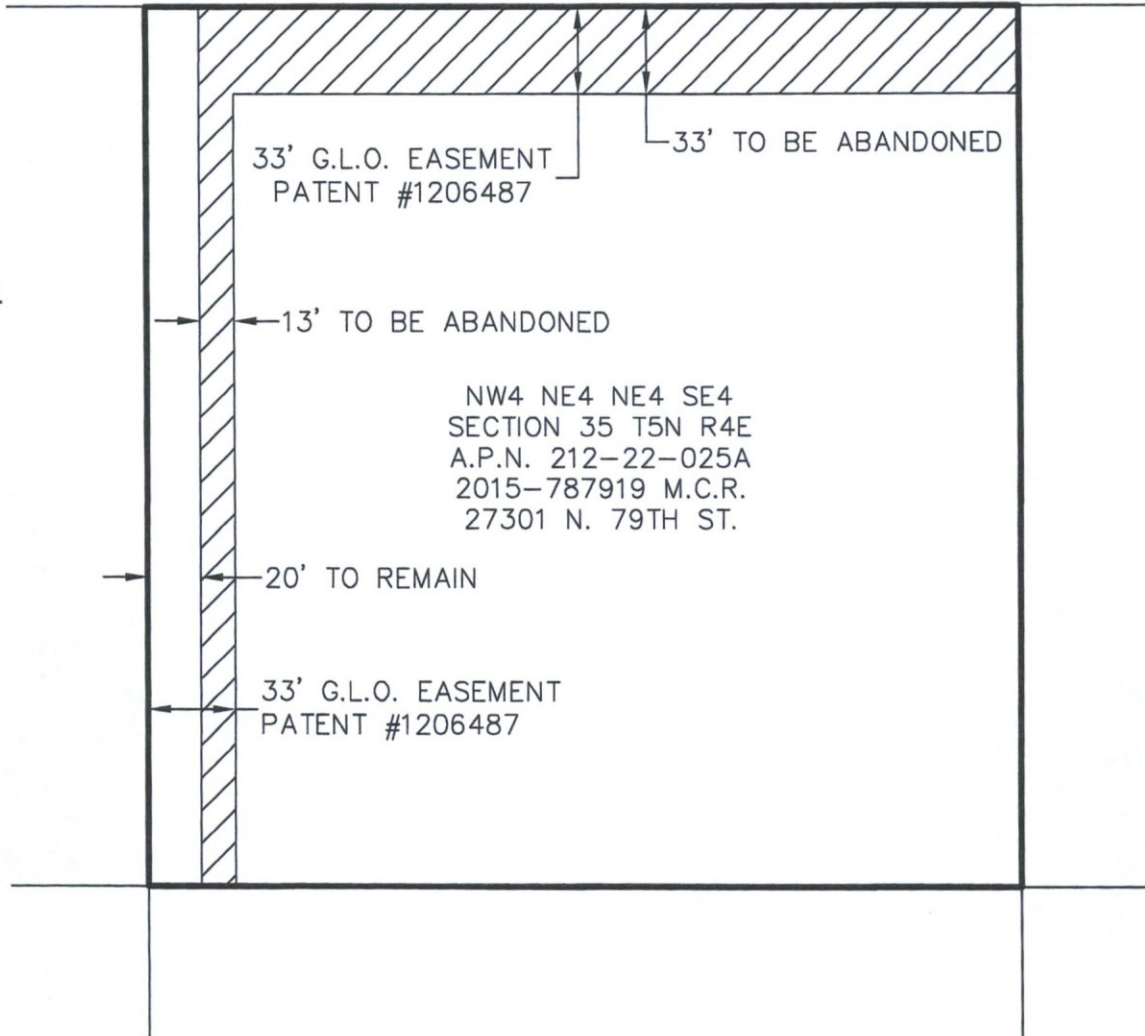


LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT B
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE



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33215 N. 46TH WAY CAVE CREEK, AZ 85331
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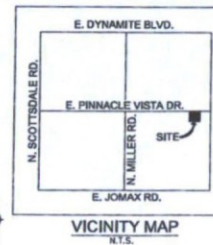
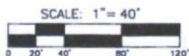
13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

RECORD OF SURVEY

A.P.N. 212-22-025A

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



LSRS
LAND SURVEYING
33215 N. 48TH WAY
CAVE CREEK, AZ 85011
PHONE: 480-484-6168
FAX: 480-718-7658
WWW.LSRS.COM

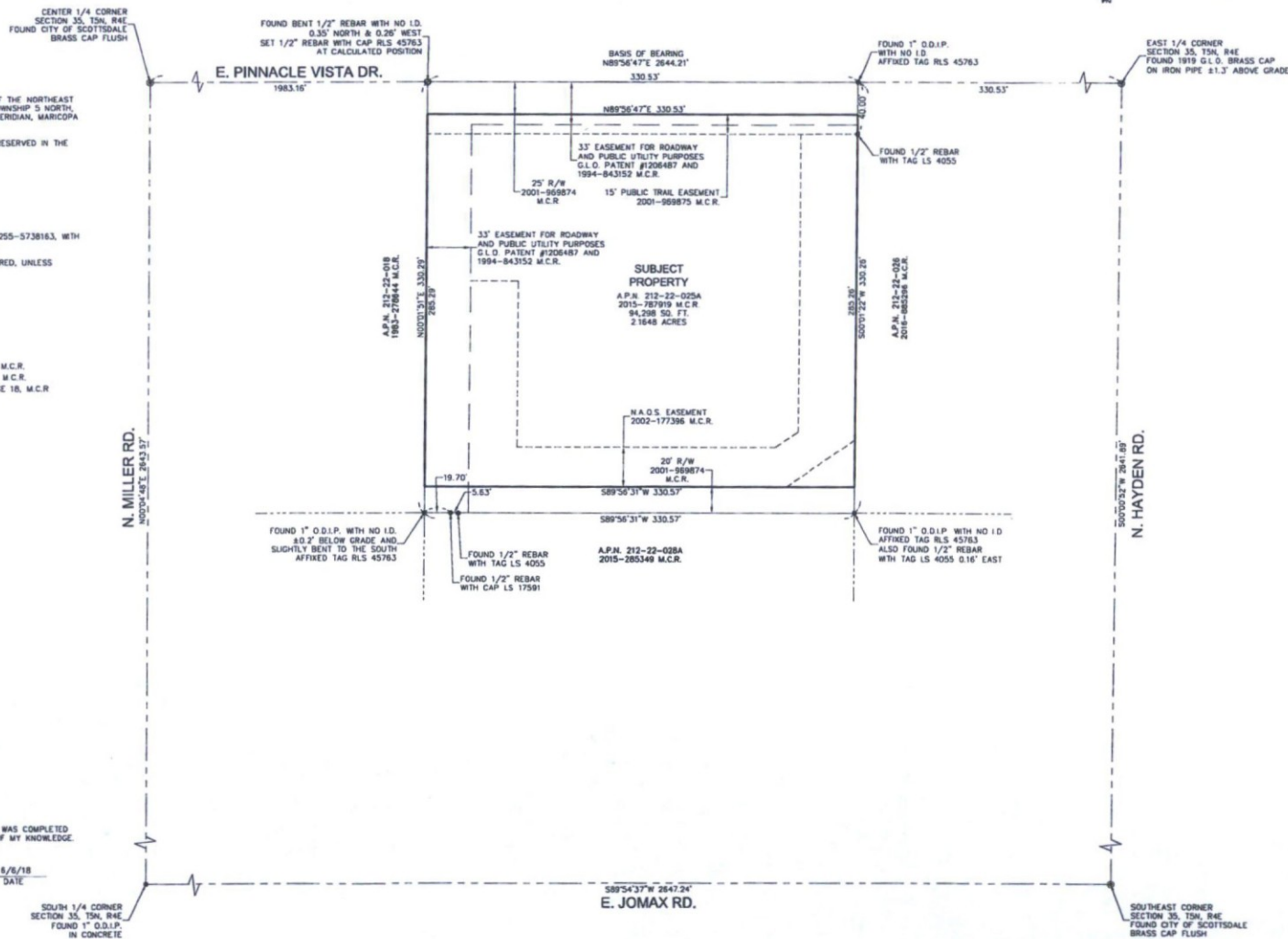
RECORD OF SURVEY
A.P.N. 212-22-025A
SCOTTSDALE, ARIZONA



PROJ. NO.: 1817
CADD FILE: 18017_SURV
DATE: 02/18
DRAWN: JF
SCALE: 1"=40'

REVISIONS

SHEET
1 of 1



LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT TO SAID LAND

NOTES

1. THIS SURVEY IS BASED ON RL TITLE AGENCY TITLE NO. 255-5738163, WITH AN EFFECTIVE DATE OF SEPTEMBER 24, 2015 AT 7:30 A.M.
2. ALL BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED, UNLESS OTHERWISE NOTED

REFERENCE DOCUMENTS

- (R1) TITLE COMMITMENT
- (R2) MAP OF DEDICATION, BOOK 1383 OF MAPS, PAGE 32, M.C.R.
- (R3) RESUBS OF SURVEY, BOOK 1315 OF MAPS, PAGE 35, M.C.R.
- (R4) GDACS RECORD OF SURVEY, BOOK 665 OF MAPS, PAGE 18, M.C.R.
- (R5) G.L.O. PATENT 1206487
- (R6) G.L.O. PLAT 00202, OFFICIALLY FILED 2-26-1921

OWNER

DEE, SHANEAU
27321 N. 79TH ST.
SCOTTSDALE, AZ 85266

LEGEND

- FOUND BRASS CAP
- ◆ FOUND MONUMENT AS NOTED
- ◊ SET MONUMENT AS NOTED
- A.P.N. ASSESSOR PARCEL NUMBER
- G.L.O. GENERAL LAND OFFICE
- I.D. IDENTIFICATION
- M.C.R. MARICOPA COUNTY RECORDER
- N.A.O.S. NATURAL AREA OPEN SPACE
- O.D.I.P. OUTSIDE DIAMETER IRON PIPE
- R/W RIGHT-OF-WAY

SURVEYOR'S STATEMENT

I, JAY VANLANDSCHOOT, HEREBY STATE THAT THIS SURVEY WAS COMPLETED BY ME, AND IT IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Jay Vanlandschoot
JAY VANLANDSCHOOT R.L.S. #45763 8/6/18 DATE

SOUTH 1/4 CORNER SECTION 35, T5N, R4E FOUND 1" O.D.I.P. IN CONCRETE 589°54'37"W 2647.24' E. JOMAX RD. EAST 1/4 CORNER SECTION 35, T5N, R4E FOUND 1919 G.L.O. BRASS CAP ON IRON PIPE 21.7' ABOVE GRADE

13-AB-2018
06/27/18

EXHIBIT A
LEGAL DESCRIPTION
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT

AN ABANDONMENT OF THE NORTH 33 FEET AND THE WEST 33 FEET OF THE G.L.O.
EASEMENT IN PATENT NUMBER 1206487;

EXCEPT THE WEST 20 FEET THEREOF.

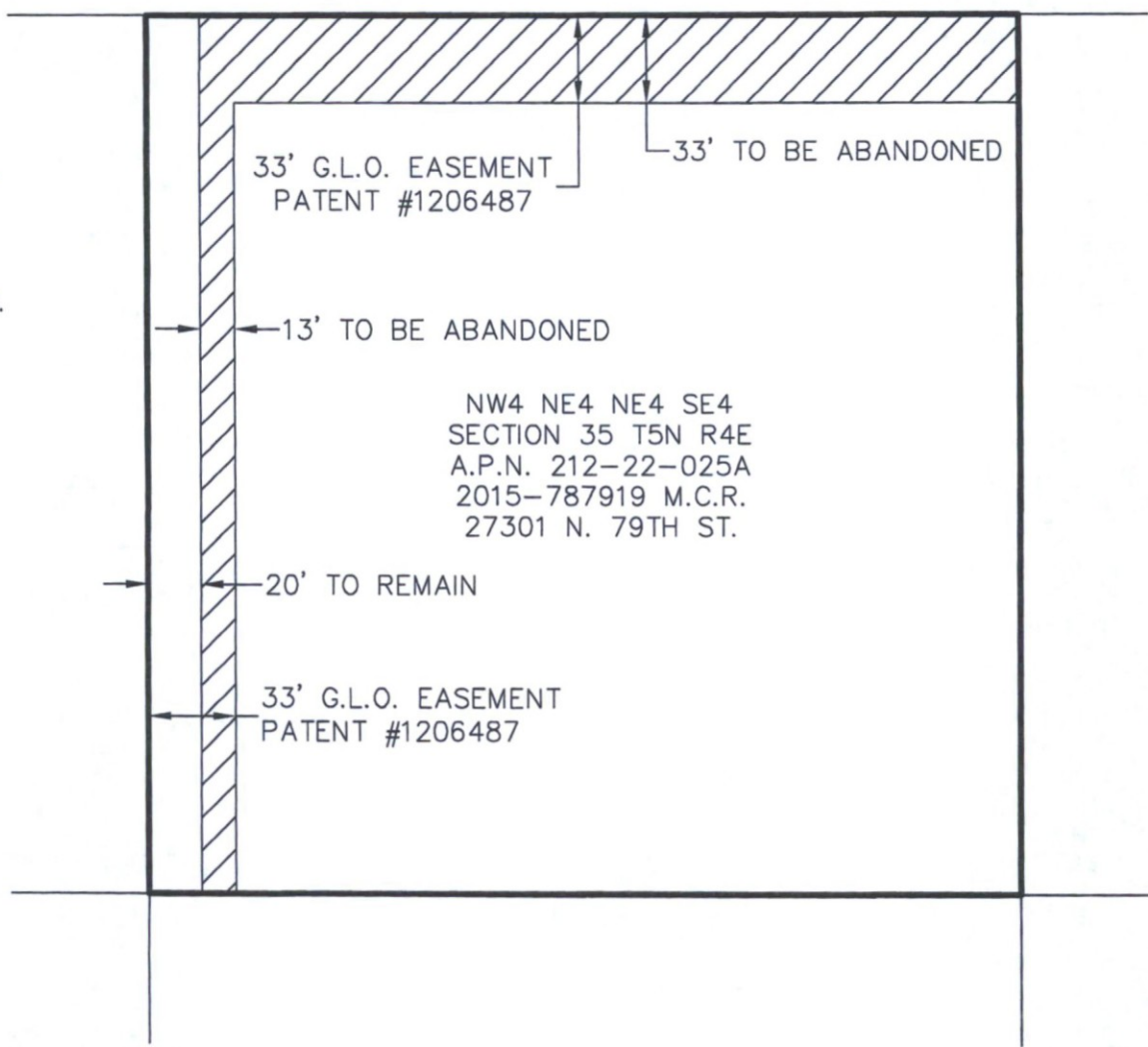


LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

**EXHIBIT B
PARTIAL ABANDONMENT OF G.L.O. PATENT EASEMENT**



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE



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PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

**13-AB-2018
06/27/18**

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION
RIGHT-OF-WAY ABANDONMENT

An abandonment of a portion of the right of way described in document number 2001-0969874 recorded in the County Recorder's office. Being a portion of the Northwest quarter of the Northeast Quarter of the Northeast quarter of the Southeast quarter of Section 35, Township 5 North, Range 4 East of the Gila and Salt River Meridian, in the city of Scottsdale, county of Maricopa, state of Arizona described as follows:

The South 20 feet of said Northwest quarter of the Northeast Quarter of the Northeast quarter of the Southeast quarter.

Except the West 25 feet thereof.

Land Survey Review By:
Dwayne Haugt
Phone: (480) 312-2723
e-mail: dhaught@scottsdaleaz.gov
Review Cycle: 1 Date: 07/20/2018

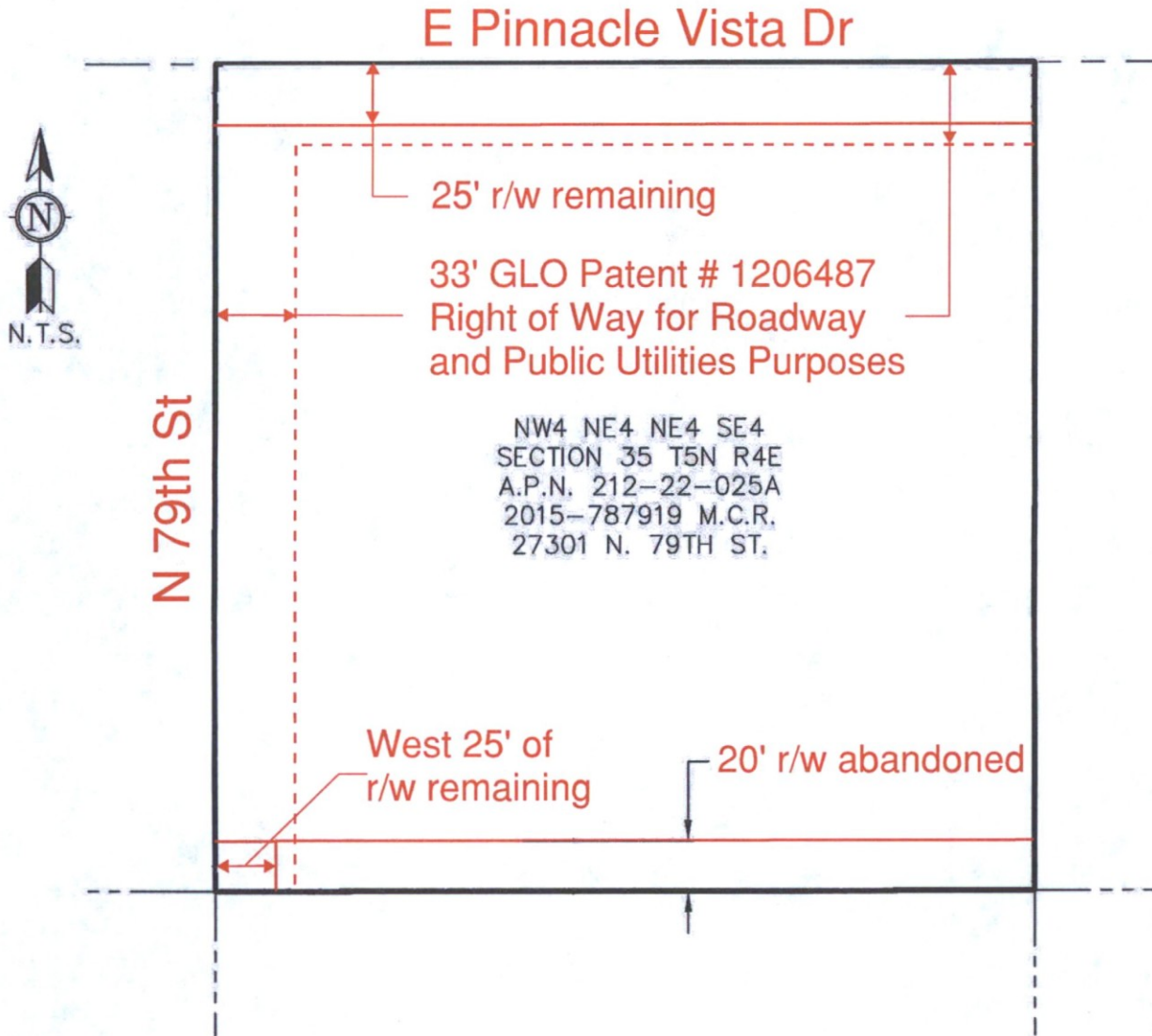


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PROJECT NO: 18017
SHEET 1 OF 1

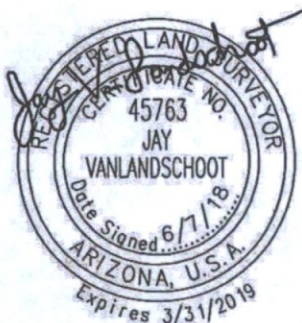
13-AB-2018
06/27/18

EXHIBIT B
RIGHT-OF-WAY ABANDONMENT



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY **doc #2001-969874**



LSRS LAND SURVEYING
33215 N. 46TH WAY CAVE CREEK, AZ 85331
PHONE: 480-650-4006
EMAIL: INFO@LANDSURVEYREVIEW.COM

PROJECT NO: 18017
SHEET 1 OF 1

13-AB-2018
06/27/18

EXHIBIT A
LEGAL DESCRIPTION

G.L.O. Patent Right of Way for Roadway and Public Utilities Purposes
Abandonment

An abandonment of portions of the right of way for roadway and public utilities purposes described in patent number 1206487. Being portions of the Northwest quarter of the Northeast Quarter of the Northeast quarter of the Southeast quarter of Section 35, Township 5 North, Range 4 East of the Gila and Salt River Meridian, in the city of Scottsdale, county of Maricopa, state of Arizona described as follows:

The South 8 feet of the North 33 feet of said Northwest quarter of the Northeast Quarter of the Northeast quarter of the Southeast quarter.

EXCEPT the West 25 feet thereof.

AND

The East 8 feet of the West 33 feet of said Northwest quarter of the Northeast Quarter of the Northeast quarter of the Southeast quarter.

Except the North 25 feet thereof.

Land Survey Review By:
Dwayne Haugt
Phone: (480) 312-2723
e-mail: dhaugt@scottsdaleaz.gov
Review Cycle: 1 Date: 07/20/2018



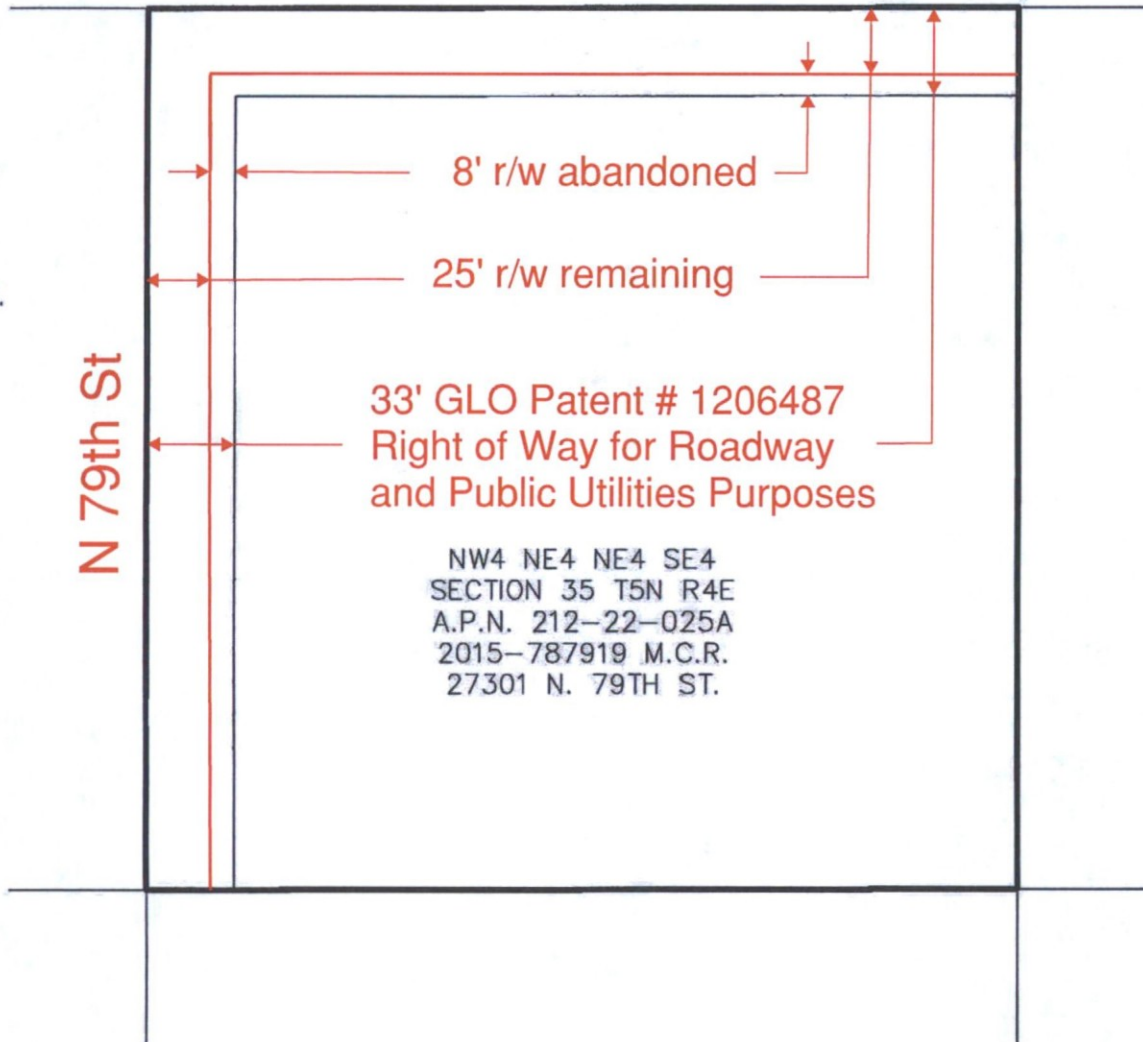
LSRS LAND SURVEYING
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13-AB-2018
06/27/18

PROJECT NO: 18017
SHEET 1 OF 1

EXHIBIT B
G.L.O. Patent Right of Way for Roadway and Public Utilities Purposes
Abandonment

E Pinnacle Vista Dr



LEGEND

- A.P.N. ASSESSOR PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDER
- G.L.O. GENERAL LAND OFFICE



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PROJECT NO: 18017
SHEET 1 OF 1