

Exterior Building Color & Material Samples
Color Drawdowns
Archaeological Resources
Airport Vicinity Development Checklist
Parking Study
Trip Generation Comparison
Parking Master Plan

**Cultural Resource Inventory
Of The
Gunkel House**

**3114 N 70th St.
Scottsdale, Arizona**

**Prepared by:
Donald Hadder, Sr.**

January 23, 2017

Cover Letter

Date: January 23, 2017

Re: Review of Status and Options for the Gunkel House

The proposed project is a 10-unit townhouse-style multi-family development that would occupy two parcels: 3106 and 3114 N 70th Street in Scottsdale, Arizona. The project would involve the removal of the structures located on each parcel. The southern lot is occupied by a duplex building and the northern parcel is occupied by a single-family dwelling.

The subject property is located from slightly less to more than ½ mile from three sites on the Scottsdale Historic Register: Loloma (Scottsdale Grammar) School, the Charles Miller House and the Valley Ho Hotel. This property has no historic connection to any of these or other designated sites in Scottsdale and is well out of visual range from these sites. The property has been farmed from the early 1920s and farming ceased during the mid-1950s.

The single-family "Gunkel House" is an adobe structure built in 1945. Given the apparent lack of true footings under the walls, that certain key utilities enter the building from exposed outside extensions and that the building is not located on the site in a location which would allow re-use, it is the determination of the applicant that the structure does not warrant preservation and cannot be moved. Any attempt to bring the structure up to current codes would likely damage the integrity of the structure. Therefore, the applicant believes the structure is not an historic one that merits preservation.

It is the recommendation of the applicant that the structure not be designated as worthy of historic register status. The accompanying report reviews the condition and traceable history as could be determined by the applicant and his consulting team.

Reno Donati

Review of the Gunkel House

Timeline and Ownership History

According to the Maricopa County Assessors information, the existing residence was built in 1945. This year corresponds with the purchase of the property on August 30, 1945 by Stanley A. and Mary Myrtle Wilson from Henry O. Cooper (see Attachment 1). At that time the house was located on a 20-acre parcel that was being farmed. This property came with two prior easements. One was a waste ditch easement (see Attachment 2) created in 1920 that generally ran down what is now 68th Street that was signed by Colyer and Ella Hearne as well as E. W. Lewis on behalf of Arizona Securities and Investment Company and was done at the behest of Salt River Valley Water User's Association (SRP). The second was a power line easement established in 1940 (see Attachment 3) along what is now 70th Street. This was part of several locations being established as power line corridors. This appears to have been done as part of a transfer of service from the Salt River Valley Water User's Association (SRP) to Central Arizona Light and Power Company (now APS) based upon an agreement reached in 1928 and executed in a purchase in 1939.

It is likely that the existing house was the first residential structure erected on the property. It was common in the 1920s and 1930s for land owners to contract with people to do the actual farming on the property. Also, a twenty-acre farm most probably was not large enough to generate a living income.

Five years later the property was sold by the Wilsons to Philip K. and Maude P. Greer (see Attachment 4). Based on obituary records Mr. Greer was a native Arizonan who was a dairy farmer. This deed continued the same prior easements as had been included in the 1945 deed. The Greer's subsequently recorded certain documents in anticipation of the future subdivision of the property. The first of these documents (see Attachment 5) was the creation of a separate parcel at the northeast corner of the 20 acres and the establishment of deed restrictions across the 20 acres. These restrictions state the intent to create future residential lots. The second document recorded the half-street right-of-way for 70th Street fronting the newly created parcel at the northeast corner of the 20 acres (see Attachment 6). Both of these documents were recorded in 1954.

Roughly a year later the newly created parcel was sold to Robert M. Gunkel (see Attachment 7). Mr. Gunkel and his heirs would become the long-term owners of this parcel and the house that had been erected 10 years before.

Less than a year after selling the single parcel to Mr. Gunkel the remaining portions of the original 20 acres were subdivided (see Attachment 8). This subdivision is called "Western Villa" and the parcel with the residence was depicted on the plat as an "Exception". Of note is that 70th Street is also shown as "Orange Ave." on the plat. Also of note is that this document makes no reference to any of the prior recordings that had applied to the original 20-acre property.

The property to the south of the Gunkel parcel has a duplex building that was built in 1957 according to the Maricopa County Assessor's records. This interestingly occupies Lot 38 and the north 20 feet of Lot 37 of the Western Villa subdivision.

The subdivision plat, however, would not be the final division of lands within the original 20-acre property. In 1959 Robert Gunkel sold the west 47% of the 'exception' parcel to Continental Development Company (see Attachment 9). This property now has two parcels and is occupied by two multi-family buildings. This deed included all the previous recordings as noted above. Shortly thereafter the Continental Development Company secured the abandonment of an east/west alley on the south side of the newly acquired property (see Attachment 10), thereby creating a dead-end alley on the east side of this property coming up from the south.

The first of the two multi-family buildings on the newer western property was built according to Maricopa County Assessor records in 1962. This building footprint would be repeated in the north building as well as the next two buildings to the south.

Later, in 1963, it appears that Mr. Gunkel married and the property deed was transferred to Robert M. and Barbara H. Gunkel (see Attachment 11). This deed no longer listed the prior recordings but instead made general reference to any and all such recordings.

Within the following year Charles I. and Gladys E. Creed, who were apparently the owners of the property west of the Gunkel parcel that had been sold in 1959, dedicated the north/south alley that separates the two properties (see Attachment 12).

Later in 1964 the northern parcel on the western newer parcel was sold by Fidelity Properties Incorporated to Richard J. and Norma O. Rowe (see Attachment 13). This appears to be the first time the division of the western property is recorded. The Subsequent records have some gaps but there appear to be some quick turnovers of this northern parcel. The first document found was a deed from Dorothy E. Johnson to Wayne H. and Melba P. Allen in 199 (see Attachment 14). A short thereafter, in 1969, the same property again sold, this time from William P. and Hilda Lachman to Stanley and Rose Koguciuk. According to Maricopa County Assessors records the multi-family building on this northern parcel was built in 1965.

Officially the subject parcel as well as the entire original 20-acre property were annexed into the City of Scottsdale late in 1965. However, there appear to have been attempts by the City to annex this area in 1961 and possibly 1962. At some time between 1961 and 1965 some City actions may have been taken in the area that was annexed but it is clear that the official and confirmed annexation was in 1965. What this means is that all of the actions taken to create the subject and related properties as well as construction permits on those properties were done under Maricopa County jurisdiction.

Two key recordings document the further status of the subject property. First, in 1987 a Durable General Power of Attorney was granted to Barbara H. Gunkel, the wife of Robert M. Gunkel, indicating the Mr. Gunkel was not in a physical condition to manage his own affairs (see

Attachment 15) Second, in 2014 a Deed of Distribution for the estate of Barbara H Gunkel was recorded assigning the subject property to Bonnie B Griffing, the daughter of the Gunkels (see Attachment 16) This is relatively unique for Scottsdale in that few families have maintained residence and control of a single property for such an extended period of time

There is one curiosity regarding the property in that in 1980 a Quit-Claim Deed was granted to the property owner to the north for the north six feet of the original subject property (see Attachment 17) However, the Maricopa County Assessors office does not recognize this transfer and the deed granted to Bonnie B Griffing also does not include this exception, so this may not be a valid recording

A related curiosity is a triangle at the northwest corner of the subject property It is clear on the more recent recording that there is a triangle not included with the transfer of title According to the Maricopa County maps this is considered to be a part of the alley However, the main alley dedication could not have included this area since the dedication came out of the western parcel There is no traceable record of this triangle being dedicated as alley so this is an unknown parcel in terms of ownership and property status

In summary, the property records indicate this site was a typical small farm near the village of Scottsdale that became an area of urbanization in the first wave of suburban development that pushed out from the town site in the 1950s and 1960s This story was typical to many properties generally south of what is now downtown Scottsdale The various owners did not play significant roles in community building and there were not any particularly notable events or achievements on the property or on close by properties

Evaluation of the Physical Condition of the Structure

The following discussion is a review of the physical condition of the existing structure along with any notable elements included in this construction As noted above, the structure was built in 1945 as World War II was ending This was just before the economic slow-down that occurred after the war At the time Scottsdale was an unincorporated farming village located about 12 miles northeast of downtown Phoenix and about 4 miles north of Tempe The area was relatively isolated with primary access occurring along farm roads on what is now Thomas Road (1/4 mile south of the subject site) or Indian School Road (3/4 miles north of the subject site) It is likely that some of the construction materials may have been purchased at O'Malley's Lumber, which had a yard on Indian School Road at about 28th Street and would have a yard on Scottsdale Road at 6th Ave

The structure is listed as 1,658 square feet As explained below the original structure more likely had 1,530 square feet since there was a later addition The construction of the house is adobe walls with a simple low sloping wood framed roof In evaluating certain edges and nicks on the outside of the structure and in conversation with the current owner, the adobe walls were

covered with a cementitious layer of 3/8 to 3/4 inches in depth. This layer is apparently very hard and has made drilling holes for utilities very difficult.

Upon examination of the concrete floor the adobe bricks may have been laid upon a continuous floor and without stem wall types of foundations. The interior floor level typically is 2 to 4 inches above the grade of the yard and is not quite 2 inches above the concrete floor of the covered patio area. The exterior walls are likely constructed with 8-inch wide adobe bricks whereas the interior walls were made of 6-inch wide adobe bricks. All the walls are solid and there are few fixtures and no hangings placed on the interior wall surfaces.

Figure 1. Northeast Side of Structure

This photograph shows the northeast side of the structure. Beginning at the left and moving to the right are the exterior kitchen windows, the 'laundry' room (may originally have been a screened porch), the living room centered by the large stone fireplace and the 'master' bedroom wing. Note that the master bedroom has an extension that is of wood frame construction and is clad in a form of wood sheeting that became available in the 1970s. Also of note is the air-conditioning unit placed on the roof that feeds duct work placed on top of the roof – probably an addition installed in the 1960s or 1970s. The dark 'line' about 2 feet above the ground is an insulated water line. Much of the utility service to the house is placed on the exterior and drilled through the walls, indicating that they were installed after the original construction of the house. Original water available to the house may have come from a nearby well and hauled in.

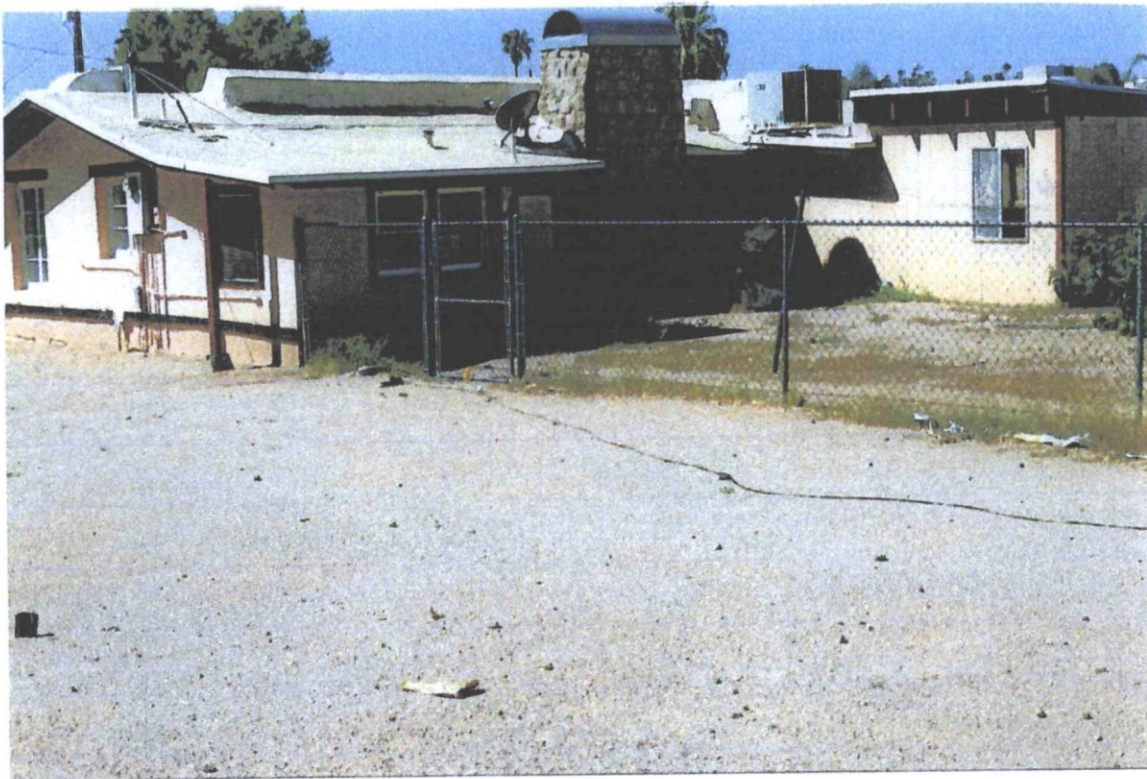


Figure 2. Close-up of Northeast Corner

This exterior view focuses on the laundry room and living portions of the north side of the structure. The exterior water pipes are more clearly visible in this photograph. Also, note the natural gas meter on the east side of the fireplace. The foam roofing may date from the late 1970s when this form of roofing and insulation became available in the area. The original roofing may have been asphalt shingles (which is what the Assessors listing notes).



Figure 3. North Half of East Side of House

This shows the exterior of the kitchen and laundry room as well as most of the utility service connections. Note in particular that the phone line runs from the service box at the northeast corner of the parcel to the house on the ground surface with no protection. Also note the exterior power conduits.



Figure 4. East Side of House



Figure 5. South End of House



Figure 6. Southwest Patio Side of House



Figure 7. Southwest Patio Side of House



Figure 8. Covered Patio Area on Southwest Side of House



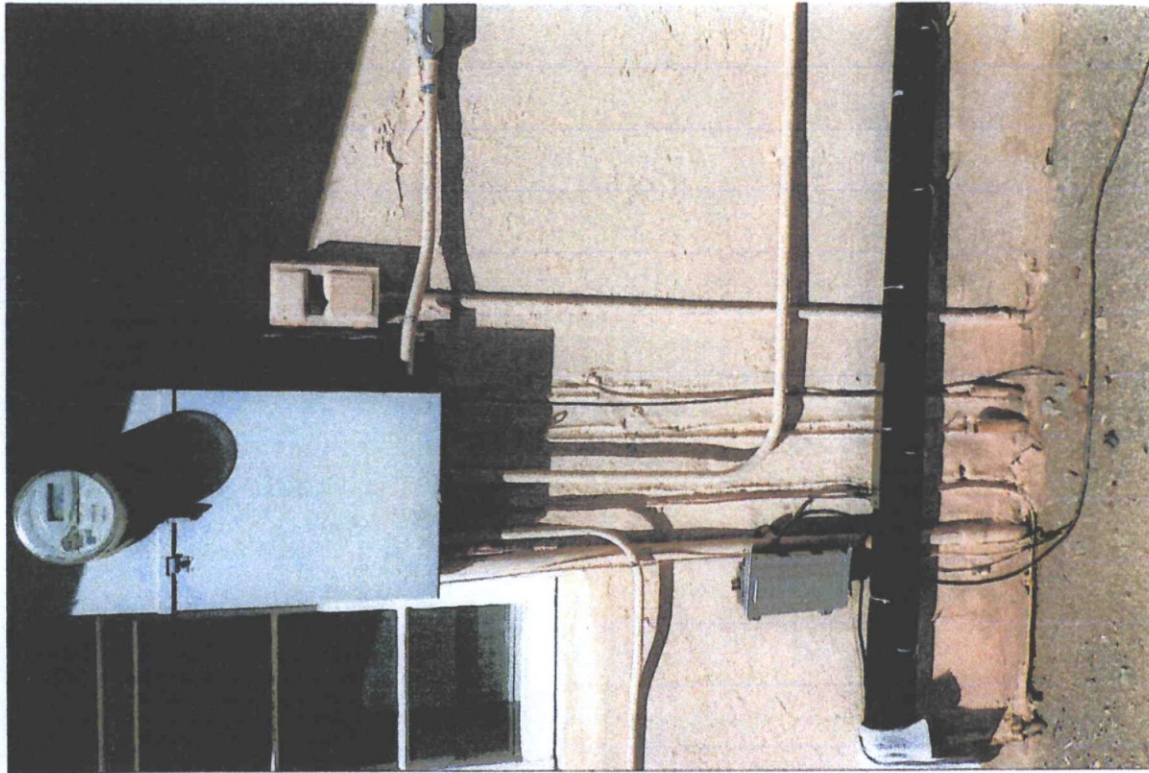
Figure 9. West End of House

Note wood framed later addition on left of photograph.



Figure 10. Utility Service Entry

This photograph shows the current utility service to the house. The indentations in the outer coating on the wall as well as the two cut off pipes just above ground level indicate that this service was substantially modified at some point. The meter and breaker box are of a type typical to the 1970s which might suggest that this service was modified to handle the air-conditioning units when they were installed. This close up also more clearly shows the cold and hot water pipes running across the exterior of the house upon which has been added foam insulation.



Figures 11. & 12. Window Close-Ups

These photographs show the standard window construction across the original parts of the house. The window is composed of an outer multi-paned wood case section with an interior screened (now glass) portion. These windows do not appear to have been operable in a long time. The exterior face of the window is set roughly 4 inches back of the exterior wall surface.



Figures 13. & 14. Covered Patio Entry Close-Ups

These photos show the entry areas at the south and main entry points into the house. Note how the exterior coating partially overlaps the wood lintel over the door and window, the wiring for the lamp is drill into the wall, the rounded corners of the wall coating at edges, the deep inset of the doors and the latter addition of a screen door at the south entrance.



Figures 15. & 16. Close-Ups of Main Door

The main entrance doors have the original screen doors as well as glazed inner doors. It appears the hinges on the west door were replaced. Note the brown colored concrete on both the patio floor and interior house floor.



Figure 17. Close-Up of Window Facing Covered Patio



Figure 18. Post Base

This photograph shows the base of one of the patio posts. The post is mounted on a concrete block and is full dimensional 6x6 redwood.



Figure 19. Living Room West End

This photograph shows the west half of the living room space. This image shows the typical detailing prevalent throughout the original portion of the house. The roof is a simple rafter and plank system composed of full dimensional 4x6 rafters and 2x4 roof decking. The roof as well as all doors, door and window frames and baseboards are of 'heart' redwood. There are no knots and the wood grain is typically straight and consistent. The floor is polished brown (powder color) concrete that appears to have been done in a single pour (there is consistent color and polish conditions throughout the interior). The living room is in the middle of the north east/west wing of the structure. To the west through the open door is the master bedroom space.



Figure 20. Entrance to Master Bedroom

This shows the door leading to the master bedroom from the living room area. Note the five-panel redwood door that matches the structural redwood used in the house.



Figures 21. & 22. Interior of Fireplace

The fireplace is faced with sandstone on the interior but clad in granite cobbles on the outside. The fireplace does not align with the rafters, possibly suggesting that this was a 'kit' that was assembled from pre-cut and packaged parts. Note the valve to the lower right. According to the current owner the fireplace originally was propane fired and later converted to natural gas.



Figures 23. & 24. Kitchen

The cabinetry most likely was built on-site and as is typical of the 1940s and 1950s has plywood door and drawer faces. The dishwasher was clearly a later addition. Note that there is no exhaust vent for the range and no indication in the exposed ceiling that there ever was one.



Figure 25. South Wing Interior

This photograph shows the anteroom/ workspace in the foreground, the wall of the secondary bathroom on the left and the second bedroom/office space at the south end of the house. The arrangement of the walls and presence of the closet suggest that the original bath was possibly a half-bath without a shower and may have been reconfigured early on to create the full bath space. There is a faux wood floor in the anteroom space. Note the air vent for the air-conditioning. This is directly below the second air-conditioning unit and by dropping straight down from the roof, the duct work did not need to be run on the top side of the roof.

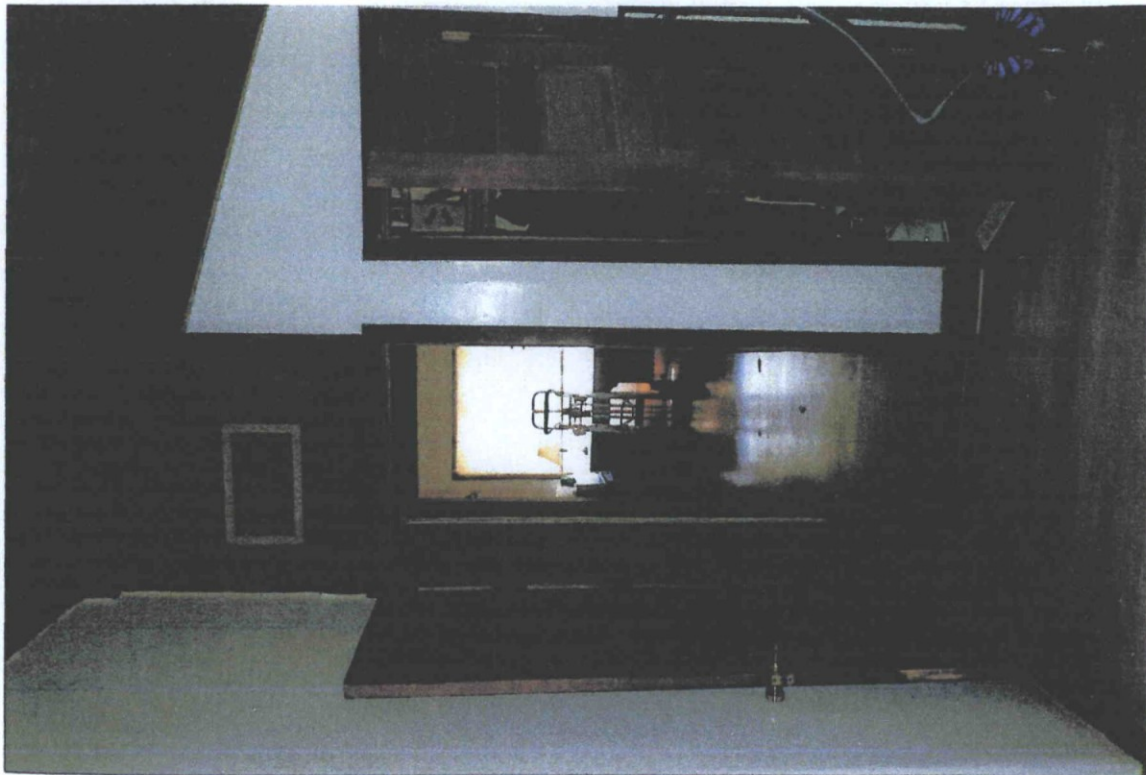


Figure 26. Secondary Bathroom

This photograph shows the interior of the secondary bathroom. The cabinetry is site built custom made, the fixtures appear to be 1950s vintage, particularly the pipe-style shower curtain holder. The shower basin also appears to be a standard base custom fitted to the site conditions and placed on top of the concrete floor.



Figure 27. Interior Floor Detail

This photograph shows the transition from the living room into the kitchen. The kitchen flooring appears to be a sheet vinyl of some kind. The pock marks in the edge of the living room floor indicate that at least once and possibly a couple times the living room area had been carpeted. This crack is the only significant crack in the flooring through the interior of the house. There are some minor cracks across some of the door openings as well.

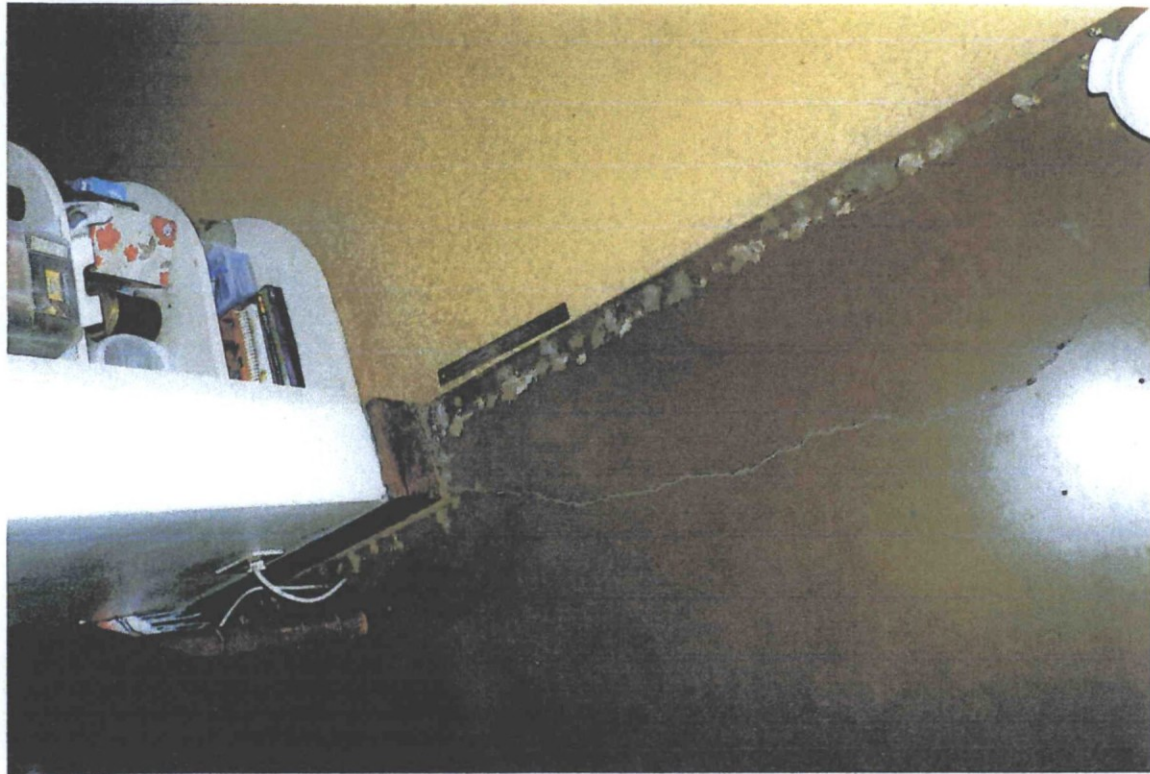
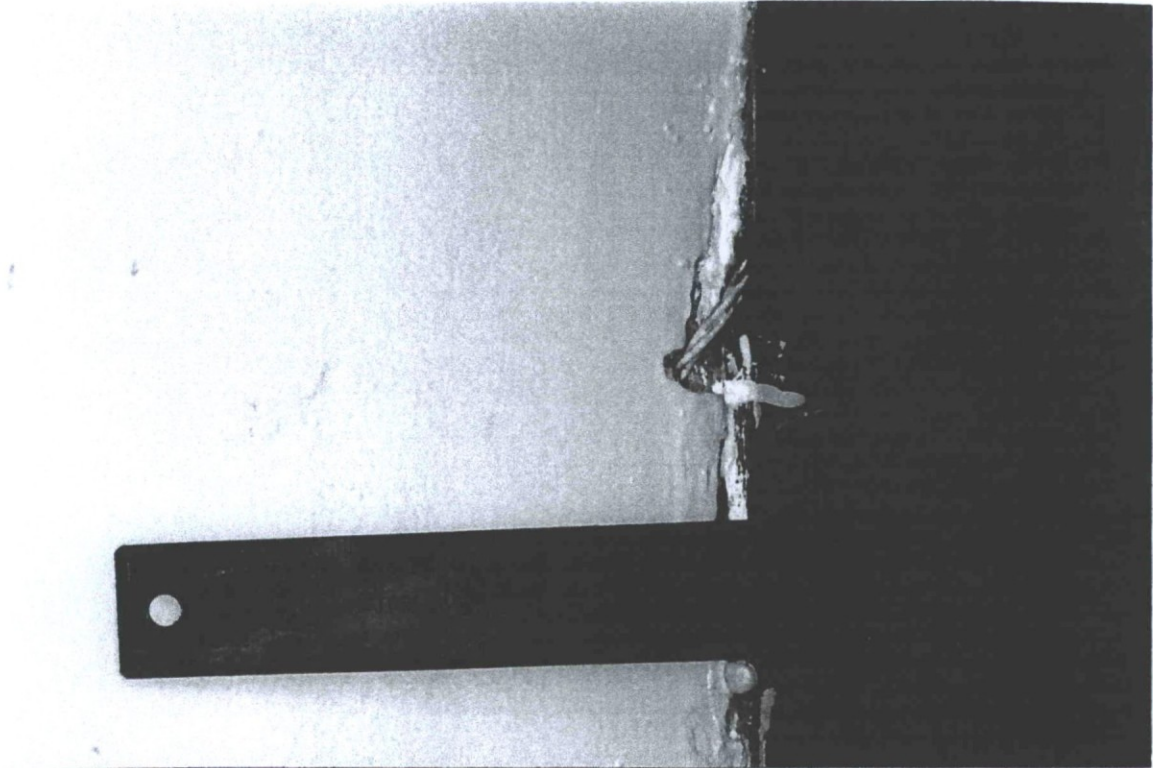


Figure 28. Interior Baseboard Detail

This close-up of the baseboard in the southwest corner of the living room shows a couple of typical construction details throughout the house. First, the baseboard appears to have been placed on the wall before the interior cementitious coating was applied and the coating was roughly equal in depth to the baseboard. Second, in this case on an exterior wall the wiring for and interior fixture was drilled through the wall and left exposed in the interior space.



In summary, the building is somewhat unique in that it was built of adobe. According to the current owner, the adobe bricks were made on-site. The home owner and builder likely had help in creating the bricks. The proximity of a Hispanic neighborhood in what is now called Holiday Park just a quarter mile west may have had influence on the use of materials and the techniques applied. The extensive and almost exclusive use of redwood is curious but not unprecedented. Given that the house was built at the end of World War II this wood may have been available as military surplus and therefore somewhat more affordable.

The house does not reflect the traditional farm house designs of the area and may suggest that this was a residence occupied by those not directly involved in the farming of the rest of the original 20-acre property. It is more closely like the so-called ranch house designs that would prevail in the area roughly 10 years later.

The structure of the house would likely be extremely difficult to relocate and its size and shape would render moving it an impossible feat. The condition of the utility connections would likely thwart the resale to any modern buyer. Bringing the utility service up to code would require extensive drilling and cutting into the structure of the house. By having a long-term owner/occupant the house has managed to survive with much of its original condition intact but even they found it necessary to make significant modifications that are very visible and at times unsightly if not impracticable. As it is located on the property there is little if any opportunity to re-use or add new development on the site. Therefore, the applicant finds it necessary to remove the structure. It may be possible to salvage certain elements that have value, particularly the structural redwood. There is nothing of true architectural note and most of the home appears to have been built with techniques common to the time but not particularly notable in application or design.

Attachment 1. Joint Warranty Deed

Sale by Henry O. Cooper to Stanley A. and Mary M. Wilson dated October 10, 1945.

Joint Tenancy Deed

TEN DOLLARS AND OTHER GOOD
FOR THE CONSIDERATION OF AND VALUABLE CONSIDERATIONS DOLLARS

the undersigned HENRY O. COOPER, dealing with his sole and separate property

Grantor

hereby conveys to STANLEY A. WILSON and MARY MYRTLE WILSON, his wife

Grantees,

not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, the following described property situated in the County of Maricopa, State of Arizona:

The North half of the Southwest quarter of
the Southeast quarter of Section Twenty-seven
(27), Township Two (2) North, Range Four (4)
East of the Gila and Salt River Base and
Meridian.

TO HAVE AND TO HOLD the same unto the Grantees, as such joint tenants, and to their assigns, and to the survivor of them, and to the heirs and assigns of such survivor forever.

And the Grantor hereby binds himself, his

heirs, executors and administrators to warrant and defend the title to said property unto the said Grantees, their assigns, the survivor of them, and the heirs and assigns of such survivor, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to: 1945 and subsequent taxes, which the Grantees herein assume and agree to pay; Easement recorded in Book 147 of Deeds, page 558, records of Maricopa County, Arizona; Right of way for electric transmission lines and services as conveyed by that certain Bill of Sale and Deed recorded in Book 359 of Deeds, page 146, records of Maricopa County, Arizona; Any liabilities or obligations imposed upon said land by reason of its inclusion within the Salt River Project; and rights of way for roads, canals, laterals and ditches.

Dated the 30th day of August, 1945.

Henry O. Cooper

The above deed is accepted and approved by the Grantees; it being their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common.

Dated the 30th day of August, 1945.

Stanley A. Wilson
Mary Myrtle Wilson

State of ARIZONA } ss.
County of MARICOPA }

On this the 7th day of September, 1945,
before me, E. W. Kauffman, the undersigned
officer, personally appeared HENRY O. COOPER



known to me (or satisfactorily proven) to be the person whose name is subscribed
to the within instrument and acknowledged that he executed the same for the purpose
expressed therein.

In witness whereof I hereunto set my hand and official seal.
E. W. Kauffman
(My Commission Expires April 25, 1948) Notary Public

State of ARIZONA } ss.
County of MARICOPA }

On this the 11th day of September, 1945,
before me, E. W. Kauffman, the undersigned
officer, personally appeared STANLEY A. WILSON & MARY MYRTLE WILSON, his wife



known to me (or satisfactorily proven) to be the person whose names are subscribed
to the within instrument and acknowledged that they executed the same for the purpose
expressed therein.

In witness whereof I hereunto set my hand and official seal.
E. W. Kauffman
(My Commission Expires April 25, 1948) Notary Public

By Stanley A. Wilson, Deputy Recorder,
Scottsdale, Arizona.

Pages 57-58
Book 454
at 900
at K.

Dated October 11, 1945
Filed and Recorded at Request of
Stanley A. Wilson
October 11 - 1945
A. D. 19

FROM
HENRY O. COOPER
TO
STANLEY A. WILSON, et ux

COMPARED
Joint Tenancy Deed

93901-1
1945
FILED
NOV 21 1945
39554
NOTARIED

Attachment 2. Quit-Claim Deed

Waste ditch easement dated April 16, 1920.

Deed Book 147

respectively, of the corporation described in the foregoing instruments, and as such Presidents and Secretaries acknowledged to me that they executed the same for such corporation as Trustees, for the purposes and considerations therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office this 9th day of April, A. D. 1920

(Seal)

Charlie Nickle, Notary Public.

My commission expires Dec. 18th, 1923.

Filed and recorded at request of John H. Hansford, Apr. 16, 1920, at 2:00 P. M.

Edith M. Jacobs, County Recorder,

By, Walter W. Smith, Deputy.

110375

O.A.B.
A.M.K.

QUIT - CLAIM DEED

THIS INDENTURE, Made the Twentieth day of March in the year of our Lord One Thousand Nine Hundred and Twenty between Colyer Hearne and Ella Hearne, his wife, and Arizona Securities & Investment Company, by E. Lewis, President and Geo. A. Mintz, Secretary, the parties of the first part, and The United States of America, the party of the second part,

WITNESSEHT: That the said parties of the first part, for and in consideration of the sum of One Dollars, to them in hand paid, in pursuance of the provisions of the Act of June 17, 1902, (32 Stat. 388) by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remise, released and quit-claimed, and by these presents do convey, remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described real estate and property situated in the County of Maricopa, and State of Arizona, to-wit:

An easement for right of way for waste ditch on a strip of land 12 feet wide situated in the South half (S½) of Section Twenty-seven (27) of Township Two North (2N), Range Four East (4E), Gila and Salt River Base and Meridian, Maricopa County, Arizona; the center line of said right-of-way being described (using bearings based on a course of South 0°05½' East for the North and South Center line of said Section Twenty-seven (27), determined by the magnetic needle with a variation of 14°30' East) as follows, to wit:

Beginning at a point on the North and South Center line of the Southwest Quarter (SW¼) of said Section Twenty-seven (27), distant 1039 feet South 0°03½' West from the mid-point of the North line of the Southwest Quarter (SW¼) of said Section Twenty-seven (27); thence North 89°01' East, parallel to the East and West Center line of said Section Twenty-seven (27), 1302 feet to a point 6 feet West of the North and South center line of said section Twenty-seven (27); thence South 0°05½' East, parallel to said North and South center line 286.4 feet to a point on the East and West center line of the South Half (S½) of said section Twenty-seven (27); thence North 89°03' East, along said East and West Center line 1304.6 feet to a point 12 feet West of the North and South Center line of the South east Quarter (SE¼) of said Section Twenty-seven (27); and thence South 0°14½' East, 1292.8 feet to a point on the North line of the County Road, 33 feet North of a point on the South line of said Section Twenty-Seven (27), distant 8 feet South 89°05½' West from the mid-point of the

South line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty-seven (27), said easement being for carriage of waste waters from said Section Twenty-seven (27) and to continue so long as the same is used for such waste ditch.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said parties of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Colyer Hearne, (Seal)

Ella Hearne, (Seal)

(Corporate Seal)

Arizona Securities & Investment Company,

Approved as to form
Date April 12, '20
By Richard J. Coffey, District Counsel,

By, E. W. Lewis, President,
Geo. A. Mintz, Secy.

STATE OF ARIZONA,)
) SS.
COUNTY OF MARICOPA,)

This instrument was acknowledged before me this 1st day of April Nineteen Hundred Twenty (1920) by Colyer Hearne and Ella Hearne his wife.
(Seal)

A. F. Hawkins, Notary Public.

Notary Public

My commission expires June 9th, 1923.

STATE OF ARIZONA,)
) SS.
COUNTY OF MARICOPA,)

This instrument was acknowledged before me this 23rd day of March Nineteen Hundred Twenty (1920) by E. Lewis as President and Geo. A. Mintz, as Secretary, of the Arizona Securities and Investment Co., a Corporation.
(Seal)

A. F. Hawkins, Notary Public.

My commission expires June 9th, 1923.

Filed and recorded at request of Salt River Valley Water Users' Association Apr. 16, 1920, at 3:50 P. M.

Edith M. Jacobs, County Recorder,
By, Walter W. Smith, Deputy recorder.

10729
[Signature]
[Signature]

WARRANTY DEED
(SPECIAL)

STATE OF ARIZONA,)
) SS.
COUNTY OF MARICOPA,)

KNOW ALL MEN BY THESE PRESENTS: That the Hartranft-Tweed Company, a corporation of Maricopa County, Arizona, grantor herein, subject to the conditions and stipulations herein contained, and for and in consideration of the covenants and agreements hereinafter set forth and entered into by Samuel J. Smith, a married man, of Phoenix, Maricopa County, Arizona, grantee herein, and of Ten Dollars to it in hand paid by said Grantee has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said grantee;

Attachment 3. Bill of Sale and Deed

Between Salt River Valley Water User's Association and Central Arizona Light and Power Company dated January 4, 1940.

146 *Deed BK 339*

PARCEL #2: BEGINNING at a point 100 feet South of and 33 feet East of the Northwest corner of said Section 3, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian; thence South 0° 24' East 1213.4 feet to a point; thence North 88° 18' East 90 feet to a point; thence North 0° 24' West 1213.4 feet to a point; thence West 90 feet to the point of beginning

PARCEL #3: BEGINNING at a point being the center of said Section 3, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian; running thence North 47° 45' West 1726.7 feet to a point; thence South 88° 18' West 1304.5 feet to a point; thence South 0° 24' East 88 feet to a point; thence North 88° 18' East 1283 feet to a point; thence South 47° 45' East 1611.1 feet to a point; thence North 84° 13' East 107.6 feet to the point of beginning.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, in possession or expectancy to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

I. R. S. \$3.50 Cancelled.

Ruth M. Chalmers (SEAL)

State of Arizona,
County of Maricopa ss.

The within instrument was acknowledged before me, Emma P. Howey, a Notary Public, in and for the County of Maricopa, State of Arizona, this 4 day of January, 1940, by Ruth M. Chalmers.

(SEAL)

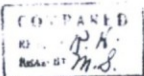
Emma P. Howey,
Notary Public.

My commission expires 4-9-41.

Filed and recorded at request of Lewis J. Chalmers, Jan. 15, 4:10 P. M. 1940.

Roger C. Laveen, County Recorder
By Virgil King, Deputy.

#1522



igigigigigigigigigig

BILL OF SALE AND DEED *#339 + P 146-789 -*

TO
CENTRAL ARIZONA LIGHT AND POWER COMPANY
POWER LINES, ETC., IN SCOTTSDALE DISTRICT

RESOLUTION

WHEREAS, under provisions of the agreement executed between Central Arizona Light and Power Company and Salt River Valley Water Users' Association, dated February 8, 1928, said Company was given the right to take over from the said Association certain electric transmission lines, poles, services and appurtenances, together with rights of way, easements and licenses, in certain areas then being served by the Association, and

WHEREAS, the Scottsdale area is one of the districts which the Company may take over from the Association and has requested that conveyance of electric transmission lines, poles, services and appurtenances, together with rights of way, easements and licenses, in said area be made to it, and

WHEREAS, subsequent to the execution of said agreement of February 8, 1928, Salt River Valley Water Users' Association conveyed its interest in all rights of way, easements licenses, transmission lines, poles and appurtenances of the Salt River Project to this Salt River Project Agricultural Improvement and Power District,

THEREFORE, BE IT RESOLVED that Bill of Sale and Deed dated the 26th day of December, 1939 and executed by Salt River Project Agricultural Improvement and Power District to Central Arizona Light and Power Company, conveying certain electric transmission lines, poles, services, and appurtenances located in the Scottsdale area as described therein, together with all rights of way, easements, licenses and privileges, for the consideration of \$6,973.00, be approved and the President and Secretary be and they hereby are authorized and directed to execute same for and on behalf of this District.

CERTIFICATE

I, A. W. McGrath, the duly appointed, qualified and acting Secretary of Salt River Project Agricultural Improvement and Power District, hereby certify that the foregoing is a true, correct and complete copy of a resolution unanimously adopted by the Board of Directors of said District at an adjourned meeting thereof duly and regularly held on the 2d day of January, 1940, at which said meeting a quorum was present and voted; and that said resolution has not been subsequently revoked or amended.

WITNESS my hand and seal of Salt River Project Agricultural Improvement and Power District, this 4th day of January, 1940.

(CORPORATE SEAL)

A. W. McGrath
A. W. McGrath
Secretary.

BILL OF SALE AND DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Salt River Project Agricultural Improvement and Power District, an agricultural Improvement District, organized and existing under the laws of the State of Arizona, party of the first part, for and in consideration of the sum of Six Thousand Nine Hundred Seventy-three (\$6,973.00) Dollars to it in hand paid by the Central Arizona Light and Power Company, a corporation, party of the second part, the receipt whereof is hereby acknowledged, has assigned, set over, transferred, sold and conveyed, and does hereby assign, set over, transfer, sel

Item No	Approximate Length	Miles	Location with reference to section and/or street lines	Section
8	15	9/16	Eleven line poles along the south side of the SE $\frac{1}{4}$ of Section 22 on the north side of Indian School Road from Scottsdale Road west to Arizona Canal, the existing 11 spans of 3-wire 11 kv line on these poles are excluded and are to remain the property of the Salt River Project Agricultural Improvement and Power District; and the three line poles along the west side of the NW $\frac{1}{4}$ of Section 26 from Indian School Road south approximately 1/16 of a mile, the existing 4 spans of 3-wire 11 kv line on these poles are excluded and are to remain the property of the Salt River Project Agricultural Improvement and Power District.	22 and 26
9	1	None	Portion of Substation structure at J. G. Boswell Company, Scottsdale cotton gin.	26
10	None	None	All meter sockets (complete) in the area taken over by Central Arizona Light and Power Company in Sections 22, 23, 26 and 27, Township 2 North, Range 4 East.	—
11	—	—	All rights of ways, easements, licenses and privileges now owned, used or exercised by the party of the first part, whether obtained by grant, deed or prescription, and which are now or have been heretofore used, occupied, or exercised in connection with the construction, maintenance and operation of the poles, wires, lines, equipment and appliances heretofore described.	—

TO HAVE AND TO HOLD the same, unto the said party of the second part, its successors and assigns forever, together with all and singular, the appurtenances and privileges, therunto belonging, or in any wise appertaining, and the said party of the first part does for itself, its successors and assigns, covenant and agree to and with the said party of the second part, its successors and assigns, to warrant and defend the sale of the said property hereby made unto the said party of the second part, its successors and assigns, against all and every person or persons whatsoever lawfully claiming or to claim the same or any part thereof, excepting from this warranty, however, rights of way, easements, permits, licenses or franchises from cities, towns, the County of Maricopa, State of Arizona or United States of America, granting the right to use public streets, roads or highways.

IN WITNESS WHEREOF, the party of the first part by its President and Secretary therunto duly authorized, has executed this instrument and caused its Corporate Seal to be affixed this 26th day of December, A. D. 1939.

Attest:
A. W. McGrath
A. W. McGrath, Secretary

(CORPORATE SEAL)

Salt River Project Agricultural Improvement
and Power District

By W. M. Scott
W. M. Scott, President.

I. R. S. \$7.00 Cancelled.

State of Arizona
County of Maricopa ss.

Before me, Martha Ross, a Notary Public in and for said County, State of Arizona, on this day personally appeared W. M. Scott and A. W. McGrath, known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary respectively of the Salt River Project Agricultural Improvement and Power District described in the foregoing instrument, and as such officers acknowledged to me that they executed the same for said agricultural improvement district, for the purpose and consideration therein expressed, as its free act and deed, and by them voluntarily executed.

Given under my hand and seal of office this 26th day of December A. D. 1939.

Martha Ross
Notary Public.

(SEAL)

My commission expires: Jan. 19, 1941.

and convey, unto said party of the second part, its successors and assigns, all of the following described electric transmission lines, portions of electric transmission lines and services, including all poles, wires, and all equipment, appliances and attachments thereon, excepting transformers and meters, in Township Two North (T2N) Range Four East (R4E), Gila and Salt River Basins and Maricopa, Maricopa County, Arizona, as shown on attached photostat of Central Arizona Light and Power Company Drawing ZO-F2976, and described as follows, to-wit:

Item No	Miles Approximate Length	Location with reference to section and/or street lines	Section
1	1/32	One line pole and 1 span 2 wire 4 kv primary line along the $\frac{1}{4}$ section line from the west $\frac{1}{4}$ corner of Section 27, T2N, R4E, east on the north side of the road for a distance of approximately 1/32 mile. One service pole and 3 wire service on the south side of the road. Also one 3 wire service in the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27.	27
2A	7/32	Five line poles, one span 2-wire 4 kv primary 3 span 3-wire secondary and 2 spans 2-wire secondary along the east side of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27 beginning at Thomas Road and running north for approximately 7/32 mile. Also four service poles and one 2-wire and three 3-wire services on the east side of road and one service pole and one 3-wire service on the west side of the road.	27
2B	1	Eleven line poles and 11 spans of 2-wire 4 kv primary line along the south side of both the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 27 on the north side of the road from Scottsdale Road west 5/8 of a mile. Two service poles and two 3-wire services on the south side of the road. Also five line poles and 5 spans 2-wire 4 kv primary and one guy stub along the east side of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27 north for approximately 1/4 mile beginning at the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27; and three line poles along the north side of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27 west for approximately 1/8 mile beginning at the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27. One service pole and one 3-wire service south of the road.	27
3	3/4	Fifteen line poles and nine spans of 2-wire 4 kv primary and 3 spans of 3-wire secondary, and excluding 2 poles and 16 spans of 3-wire 11 kv primary which are to be retained by the Salt River District Agricultural Improvement and Power District, along the west side of Section 26 from a point approximately 400' north of Thomas Road north approximately 5/8 mile with thirteen service poles, one to the east, one in line and eleven on the west side of the road, and nine 3-wire and five 2-wire services. Also two line poles and 2 spans 3-wire 11 kv primary along the south side of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26 from Scottsdale Road east approximately 1/8 mile and one pole and 2 spans of 3-wire 11 kv primary south across the road to Boswell's gin.	26 and 27
4	7/16	Eight line poles and eight spans of 2-wire 4 kv primary and 1 span of 3-wire and 3 spans of 2-wire secondary along the west side of both the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, with one guy stub across Thomas Road. Also five service poles, one at the north end of the line and four on the west side of the road, and seven 2-wire services and two 3-wire services.	26
5	1-7/16	Location with reference to section and/or street lines Sixteen line poles and seventeen spans 4-wire 4 kv primary and two spans 3-wire secondary and one span 2-wire secondary along the east side of both the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 26 and one guy stub across Thomas Road. Also four line poles and 3 spans 2-wire 4 kv primary for a distance of approximately 3/16 mile west from Miller Road along the south side of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, and one 2-wire service. Also four line poles and 4 spans 2-wire primary and 4 spans 3-wire secondary for a distance of approximately 1/4 mile from Miller Road east along the south side of the SW $\frac{1}{4}$ of Section 23 with one service pole and one 3-wire service on the north side of the road.	Section 26
6	1 $\frac{1}{2}$	Fifteen line poles and eight spans 4-wire 4 kv primary and two spans of 3-wire secondary along the east side of both the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 23 beginning north of the first pole north of Indian School Road with two service poles and two 2-wire services on the east side of the road. Also four line poles and 4 spans of 2-wire 4 kv primary along the south side of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23 from Miller Road east approximately 1/4 mile with two service poles, one in line and one north of the road with one 2-wire and one 3-wire services.	23
7	7/8	Seven line poles and 2 spans 4 wire 4 kv primary and five spans 2-wire 4 kv primary and two spans of 3-wire secondary along the south side of the NW $\frac{1}{4}$ of Section 23 from Miller Road to Arizona Canal, with six service poles - one in line, three on the north side of the road and two on the south side, with one 2-wire and three 3-wire services. Also one line pole and 2 pole transformer structure and two spans of 4 #6 primary running south from the	22 and 23

Attachment 4. Warranty Deed

Sale from Stanley A. and Mary M. Wilson to Philip K. and Maude P. Greer dated March 4, 1950.

19500304_DK Unofficial Document

DOCKET 513 PAGE 250

STATE OF ARIZONA } ss. I hereby certify that t
County of Maricopa }

In DOCKET 513 PAGE

at the request of PHOENIX TITLE & TRUST CO.

When recorded, mail to:

PHILLIP K. GREER
% H. L. Platt
Room 423-Adams Hotel
Phoenix, Arizona
Escrow #91895 RLW/mlb

ROBERT M. STEVENSON, County Recorder

Fee:

By *Jesse Jewiss*
Deputy Recorder

Warranty Deed

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

STANLEY A. WILSON and MARY MYRTLE WILSON, his wife
do hereby convey to

PHILIP K. GREER and MAUDE P. GREER, his wife
the following real property situated in Maricopa County, Arizona:

The North half of the Southwest quarter of
the Southeast quarter of Section Twenty-seven
(27), Township Two (2) North, Range Four (4)
East of the Gila and Salt River Base and Merid-
ian.

SUBJECT TO: 1950, and all subsequent taxes, which the Grantees herein assume and agree to
pay; Easement for a right of way for waste ditch as conveyed to the U.S. of A. by Quit-
Claim Deed rec. in Bk. 147 of Deeds, pg. 538; Right of way for the electric transmission
lines and services over the within property, as conveyed to C.A.L. and P. Co. by Bill of
Sale and Deed rec. in Bk. 339 of Deeds, pg. 146; and Rights of way for canals, laterals and
ditches. All recording data refers to records in the office of the County Recorder of
Maricopa County, Arizona.

Together with all rights and privileges appurtenant or to become appurtenant to said lands 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 im-
posed upon said lands by reason of the inclusion thereof within the boundaries of the Salt River Project Agricultural Improve-
ment and Power District.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 31st day of January, 1950.

Stanley A. Wilson
Mary Myrtle Wilson
150
JAN 31 1950
MARICOPA COUNTY

STATE OF *Arizona* }
County of *Maricopa* } ss.

This instrument was acknowledged before me this 31st day of January, 1950, by

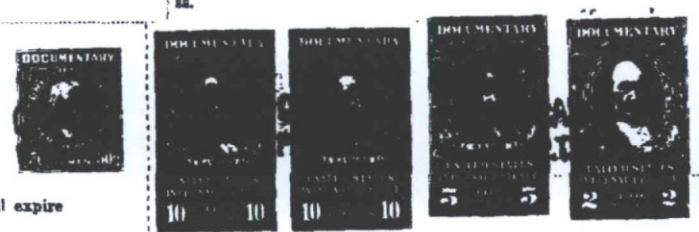
STANLEY A. WILSON and MARY MYRTLE WILSON, his wife

Robert M. Stevenson
Notary Public

My commission will expire 7-4-50

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____



My commission will expire

Notary Public

Attachment 5. Declaration of Restrictive Covenants

Recording of deed restrictions and the creation of a new parcel within the parent 20-acre property done by Philip K. and Maude P. Greer dated November 5, 1954.

DOCKET
1462 PAGE 515

DOCKET
1462 PAGE 515

of Maricopa County, Arizona.

DATED this 4th day of November, 1954.

Philip K. Greer
Philip K. Greer

Maude P. Greer
Maude P. Greer

STATE OF ARIZONA }
County of Maricopa } ss

On this, the 4th day of November, 1954, before me, a Notary Public in and for said county, personally appeared PHILIP K. GREER and MAUDE P. GREER husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Unofficial Document

[Signature]
Notary Public



My Commission Expires:

7-4-58

101666

STATE OF ARIZONA }
County of Maricopa }
I hereby certify that the within
instrument was filed and recorded

at request of
PHOENIX TITLE AND TRUST CO.
NOV - 5 1954 9:00 A.M.

In Docket
on page 512 to 513
Witness my hand and official seal
the day and year aforesaid.

ROGER G. LAVEEN
By Emmald M. Morris
3:15
Recorder

19541105_DKT' Jnofficial
Document

BOOK 146

DECLARATION OF

KNOW ALL MEN BY THESE PRESENTS:

That PHILIP K. GREER and MAUDE P. GREER, husband and wife, being the owners of all of the following described premises situated within the County of Maricopa, State of Arizona, to-wit:

The North half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 27, Township 2 North, Range 4 East, of the G & S R B & M, according to the map or plat of record in the office of the County Recorder of Maricopa County, Arizona

and desire to establish the nature of the use and enjoyment thereof, do hereby declare said premises subject to the following express covenants, conditions, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. The above-described real property shall be subdivided into residential lots, which lots shall be subsequently known and described as residential building lots, except the west 152.5 feet of the north 268.5 feet which shall constitute one lot, subject to later being subdivided by the owners or their successors in title to said parcel at any time into lots of substantially the same size as the majority of all other lots in said north half of the southwest quarter of the southeast quarter of said Section 27, and except that the north thirty feet of said parcel may be conveyed for public road purposes.

2. No structure shall be erected, altered, placed, or permitted to remain on any of the lots of said property, when the same is sub-divided, other than single-family dwellings, guest houses, servant quarters, private garages

DOCKET 1462 RE 513

DOCKET 1462 RE 513

and other usual outbuildings except that this provision shall not prevent the maintenance of the existing residential building of said owners and the outbuildings now used in connection therewith; provided, however, that if any new resident structure is erected in place of said building or buildings, the same shall comply with the provisions hereinafter set forth.

3. All structures shall be of new construction and no buildings shall be moved from any other location on to any part of the above-described real property.

4. No family dwelling house shall be erected, permitted, or maintained on any of said lots which contains less than nine hundred (900) square feet of ground floor area, exclusive of open porches, pergolas or attached garages.

5. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted hereunder. Unofficial Document Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools of a minimum size and capacity equal to the size and capacity of septic tanks and cesspools required by the Federal Housing Administration regulations for use in connection with dwellings or structures of the same size or capacity as the dwelling house or structure constructed or to be constructed upon the particular lot in this subdivision.

6. No animals shall be kept and maintained on the premises or any part or parcel thereof except usual family pets.

7. The foregoing restrictions and covenants run with the land and shall be binding upon any persons owning said land or any parcels thereof unless by vote of a

DUCKET 1462 PAGE 514

majority of the then owners of said real property or parcels thereof, it is agreed to change said covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; and each and every grantee expressly consents to the entry of a mandate requiring the removal of any structure commenced, erected or maintained in violation of any one or more of such restrictive covenants and expressly consents to the Unofficial Document reasonable attorney's fees against him in any action brought to enforce any one or more of such restrictive covenants; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said tract, or any part thereof.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

The foregoing is a true and correct copy of the restrictions, rights, reservations, limitations, agreements, conditions and covenants as contained in that certain instrument of record in the office of the County Recorder

Attachment 6. Quit-Claim Deed

Dedication by Phillip K. and Maude P. Greer of half street right-of-way for 70th Street fronting the newly created parcel dated November 5, 1954.

TICKET 1432 PAGE 516

Quit-Cl.

THIS INDENTURE, Made the 28 day of October, 1954,
between PHILLIP K. GREER and MAUDE P. GREER, his wife

Grantor s and COUNTY OF MARICOPA, a political subdivision of the State of
Arizona

Grantee.....
WITNESSETH: That the said grantor s, for and in consideration of the sum of ONE
and no 00/100 DOLLARS

to them in hand paid by the said grantee....., the receipt whereof is hereby con-
fessed and acknowledged, ha ve, released and quit-claimed, and by these presents do.....
release and quit-claim unto the said grantee....., and to it's heirs and assigns forever,
all the right, title, interest, claim and demand which the said grantor s ha ve; in and to
the following described property situated in the County of Maricopa, and
State of Arizona, to-wit:

East 30ft. of the North 152.5ft. of the North 1/4 Sec. SE 1/4 Section 27 T2N R4E
CSRB&M for the benefit and use of the Public.

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto be-
longing, to the grantee it's heirs and assigns forever.

IN WITNESS WHEREOF, the said grantor s ha ve hereunto set their
hand s the day and year first above written.

Philip K Greer
Maudie P. Greer

Attachment 7. Warranty Deed

Sale of property from Philip K. and Maude P. Greer to Robert M. Gunkel dated October 17, 1955.

DOCKET 1462 PAGE 517

RECEIPT 1462 PAGE 517

STATE OF ARIZONA
County of Maricopa

On this the 4th day of November, 1954, before me,

Philip K Green + Maude P. Green, his wife
the undersigned Notary Public, personally appeared

known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that it be by executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires 7-4-58 E. Sullivan Notary Public.

STATE OF ARIZONA
County of _____ } ss.

On this the _____ day of _____, 19____, before me,

the undersigned Notary Public, personally appeared _____

known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires _____ .Notary Public.

Unofficial Document

No. 101667

Quit-Claim Deed
Short Form

FROM

TO

Dated _____, 19____

STATE OF ARIZONA

County of _____ } ss.

I hereby certify that the within instrument was filed and recorded at request of FREEMAN TITLE & TRUST CO. NOV-5 1954 9-00 AM

Book

In Docket 1409

on page 516-517

Witness my hand and official seal the day and year aforesaid.

Roger C. Layton

County Recorder

By Ernest A. Morone Deputy Recorder

P. K. Green
Maude P. Green
Beardslee, Ariz

19551017_DK Unofficial Document

STATE OF ARIZONA } ss. I hereby certify that this
County of Maricopa }

In DOCKET 1738 PAGE 49

at the request of PHILIP & MAUDE P. GREER

When recorded, mail to:
ROBERT M. GUNKEL
P.O. Box 638
Scottsdale, Arizona

By [Signature] Deputy Recorder

Escrow #351100 LV:dc

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
PHILIP K. GREER and MAUDE P. GREER, his wife

do hereby convey to
ROBERT M. GUNKEL, a single man

the following real property situated in Maricopa County, Arizona:

The North 152.5 feet of the East 268.5 feet of the North half of the Southwest quarter of the Southeast quarter of Section Twenty-Seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian.

SUBJECT TO: 1955 and all subsequent taxes, which the Grantee herein assumes and agrees to pay; Easement for waste ditch as disclosed by instrument rec. in Book 147 of Deeds, page 538; Easement for electric transmission lines and services as granted by instrument rec. in Book 339 of Deeds, page 146; Roadway as shown in instrument rec. in Docket 1462, page 516; Restrictions, rights, reservations, limitations, agreements, conditions and covenants contained in instrument rec. in Docket 1462, page 512; The liabilities and obligations existing or that may arise against said land by reason of the inclusion within Security Improvement District Project #1; and Rights of way for canals, laterals and ditches. All recording data refers to the records in the office of the County Recorder of Maricopa County, Arizona.

Together with all rights and privileges appurtenant or to become appurtenant to said lands 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 I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 12th day of September, 1955.

[Signatures of Philip K. Greer and Maude P. Greer]

STATE OF []
County of [] ss.

This instrument was acknowledged before me this 12th day of September, 1955, by PHILIP K. GREER and MAUDE P. GREER, his wife



My commission will expire March 6, 1959

[Signature of Notary Public]

Notary Public

STATE OF []
County of [] ss.

This instrument was acknowledged before me this _____ day of _____, 19____, by _____

My commission will expire



Notary Public

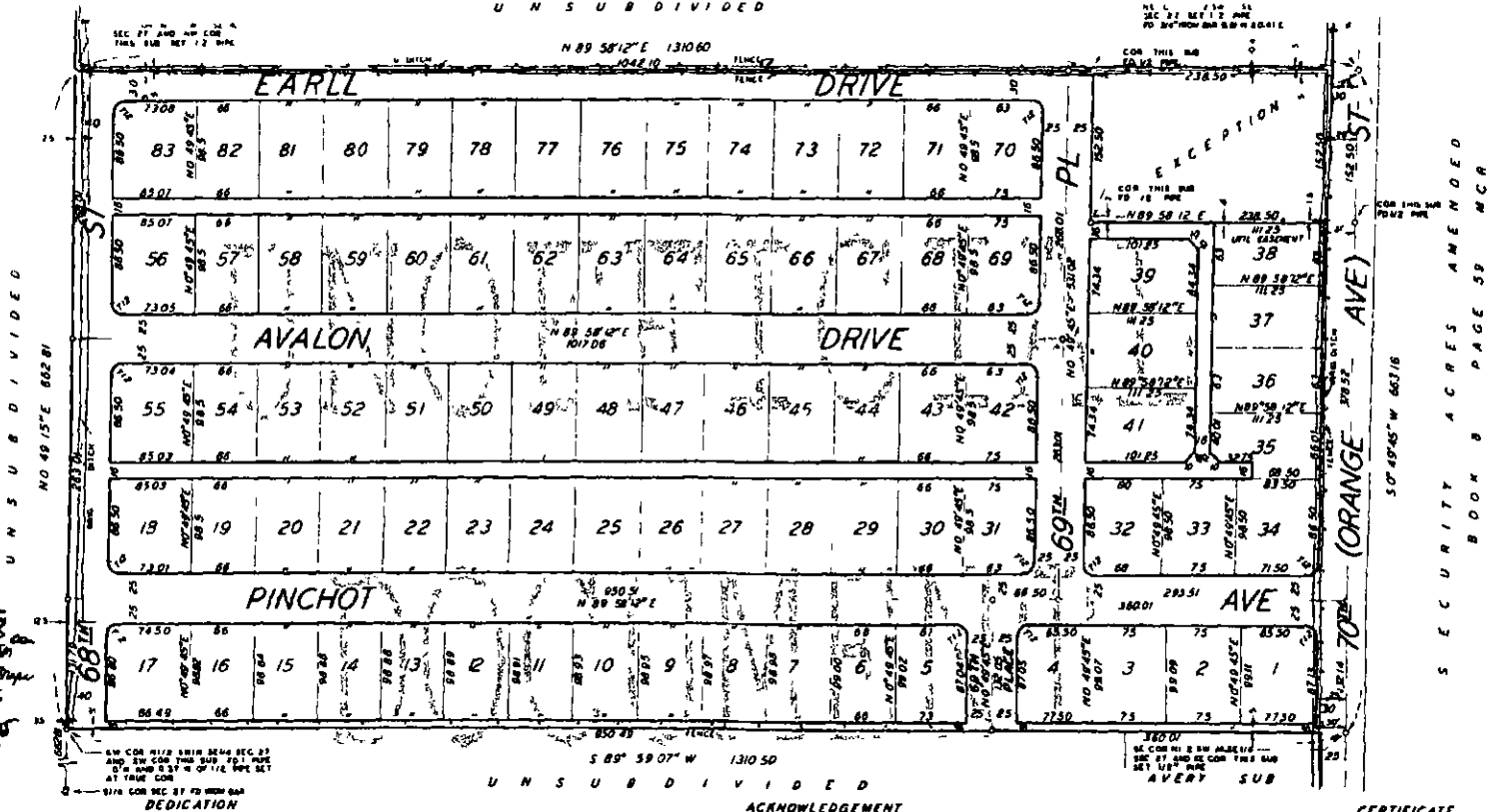
Attachment 8. Subdivision Plat

The recorded plat document for the "Western Villa" subdivision.

WESTERN VILLA

A SUBDIVISION OF PART OF THE N1/2 SW1/4 SE1/4, SEC 27,
T2N, R4E G&SR, B&M MARICOPA COUNTY, ARIZONA

U N S U B D I V I D E D



79974
UNSUBDIVIDED
NO 49 15' E 862.81'
PROPERTY
RESERVED

SECURITY ACRES AMENDED
BOOK 8 PAGE 59 MCR

U N S U B D I V I D E D

KNOW ALL MEN BY THESE PRESENTS That the Phoenix Title and Trust Company, an Arizona Corporation as Trustee has had and under the name of WESTERN VILLA the N1/2 SW1/4 SE1/4 Sec 27 T2N R4E G&SR B&M Maricopa County Arizona except that parcel shown as EXCEPTION hereon and hereby publishes in a plat as and for the plat of said WESTERN VILLA and hereby declares that said plat sets forth the location and gives the dimensions of the lots, streets and alleys consistent with the plat and that each lot and street shall be known by the number or name given each respectively on said plat and hereby dedicates to the public for use as such the streets and alleys as shown on said plat and included in the above described plat and easements as indicated for the purposes shown.

IN WITNESS WHEREOF The Phoenix Title and Trust Company as Trustee has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of JAMES H. DAVENPORT Vice President and J. S. HULL its Assistant Secretary therunto duly authorized and in accordance with its charter and bylaws.

PHOENIX TITLE AND TRUST COMPANY TRUSTEE
John H. Davenport VICE PRESIDENT
J. S. Hull ASSISTANT SECRETARY

STATE OF ARIZONA
 COUNTY OF MARICOPA

On this the 23 day of JUNE, 1955 before me the undersigned official personally appeared JAMES H. DAVENPORT and J. S. HULL who acknowledged themselves to be Vice President and Assistant Secretary respectively of the Phoenix Title and Trust Company a corporation and acknowledged that they as such officers respectively being authorized so to do executed the foregoing instrument for the purpose therein contained by signing the name of the corporation as Trustee by themselves as such officers respectively.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires on April 2, 1956

John W. ...
 NOTARY PUBLIC

APPROVAL
 Approved by the Planning and Zoning Commission of Maricopa County Arizona on the 20th day of April, 1955
...
 CHAIRMAN

This is to certify that the survey and subdivision of the premises described and plotted hereon were made under my direct supervision during the month of May 1955.

J. S. Hull
 REGISTERED LAND SURVEYOR

WESTERN ENGINEERING INC

29A E. FIRST AVE
 SCOTTSDALE ARIZ

JOB NO 550225



Attachment 9. Warranty Deed

Sale by Robert M. Gunkel to Continental Development Company of the western portion of the parcel created in 1954 dated February 17, 1959.

3-14-58
STATE OF ARIZONA
County of Maricopa

DKT 2757 PAGE 84

I hereby certify that the within instrument was filed on

FEB 17 '59 - 8 00 AM In DOCKET DKT 2757 PAGE 84 and indexed in deeds

at the request of Phoenix Title & Trust Co.

When recorded, mail to:
CONTINENTAL DEVELOPMENT CO.

327 E. McDowell Rd
Phoenix, Arizona

Witness my hand and official seal.

N. C. "KELLY" MOORE, County Recorder,

By *Ann R. Standage* Deputy Recorder

Compared Photostated
Fee: 17[¢]

DEED

Escrow #419119 CAS:ar

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
ROBERT M. GUNKEL, a single man

do hereby convey to
CONTINENTAL DEVELOPMENT CO., an Arizona corporation

the following real property situated in Maricopa County, Arizona:

The West 127.25 feet of the North 152.5 feet of the East 268.5 feet of the North half of the Southwest quarter of the Southeast quarter of Section Twenty-seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian.

SUBJECT TO: 1958 and all subsequent taxes, which the Grantee herein assumes and agrees to pay; Easement for right of way for waste ditch, as disclosed by instrument rec. in Book 147 of Deeds, page 538; Restrictions, conditions and covenants contained in instrument rec. in Docket 1462, page 512; and amended by instrument rec. in Docket 2097, page 494; The liabilities and obligations imposed on said land by reason of inclusion within Security Improvement District; and Rights of way for canals, laterals and ditches. All recording data refers to the records in the office of the County Recorder of Maricopa County, Arizona.

Together with all rights and privileges appurtenant or to become appurtenant to said lands 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 I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 14th day of March, 1958

x Robert M. Gunkel

STATE OF ARIZONA
County of Maricopa

This instrument was acknowledged before me this 14th day of April, 1958, by ROBERT M. GUNKEL, a single man

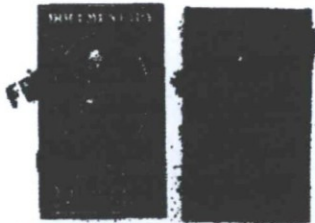


L.B. Rooman
Notary Public

My commission will expire March 6, 1959

STATE OF
County of

This instrument was acknowledged before me this day of, 19, by



My commission will expire

Notary Public

Attachment 10. Notice of Abandonment

Alley on south side of western parcel abandoned through Maricopa County dated March 6, 1959.

40574

County of Maricopa
State of Arizona
Office of the Clerk

in office on page 26
Witness my hand and official seal the day and year above written
M. C. [Signature]
573-574

State of Arizona } ss.
County of Maricopa }

J. Rhea Averill, Clerk of the Board of Supervisors do hereby Certify That the following is a true and correct extract from the minutes of the Board of Supervisors' meeting held March 2, 1959:

ROAD ABANDONED (FILE NO. 1230)

(Resolution attached)

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Phoenix, the County Seat this 6th day of March, A.D. 1959

County Engineer
Recorder
Assessor
County Planning & Zoning
County R/W Agent
Petitioner
Arizona Public Service Co.
P. O. Box 2591, Attn: Will J. Glenn
File "R/W" R/W Div.

[Signature]
Clerk of the Board of Supervisors

Attachment 12. Dedication of Alley Right-of-way

Easement for alley by Charles I. and Gladys E. Creed to the City of Scottsdale dated January 7, 1964.

Dkt 2779 Page 574

ROAD ABANDONED (FILE NO. 1230)

Upon motion and by unanimous vote the following resolution was passed and adopted:

WHEREAS, on the 5th day of February, 1959, the Board of Supervisors of Maricopa County, Arizona, set for final hearing on March 2, 1959, at 10.00 A.M., the petition of Continental Development Company and others, praying the Board to close and abandon as a County road the following described lines, to wit:

The 10 foot alley lying immediately north of and adjacent to Lot 39, in WILSON VILLA UNIT 1, as shown on and dedicated by the plat thereof as recorded in Book 64, Page 1, Maricopa County records,

and that day and our having arrived, the Board proceeded to consider the petition and the objections thereto and all claims for damages and heard all evidence on said matter, and

WHEREAS, it appears to the Board that Board of Appraisers has been duly appointed to view out and locate, appraise and report all damages caused by the said abandonment and the Board of Appraisers having filed their report on January 20, 1959 for viewing, locating, appraising, and reporting all damages caused by said abandonment of such highway, and it appearing from said report that none of the land holders whose lands abut on said highway will be damaged by it, but rather benefit thereby, and that said land owners are therefore entitled to no damages or compensation, and it further appearing that no objections to the abandonment of such highway and/claims for damages have been filed, and the Board believing that the granting of the petition and the abandonment of the highway is prayed for in said petition are for the best interests of Maricopa County, Arizona,

IT IS ORDERED that the report of said Board of Appraisers, as filed in this office on January 20, 1959 be, and the same is hereby accepted, and the road as located by the said Board of Appraisers be and the same is hereby declared to be abandoned according to the report and recommendations of the County Engineer, and that the County Engineer is hereby directed to make a plat of the survey of same and cause it to be recorded in the office of the County Recorder as provided by law.

DATED this 2nd day of March, 1959.

Attachment 11. Joint Tenancy Deed

Barbara H. Gunkel added to the title on the property dated August 1, 1963.

DKT 4676 PAGE 396

STATE OF ARIZONA } I hereby certify that the within instrument was filed on
County of MARICOPA } AUG 1 1963 at _____

In Deed No. _____ Page _____ at the request of Roe and Petsch
DKT 4676 PAGE 396

When recorded mail to
ROE AND PETSCH
230 West 4th Park Drive
Scottsdale, Arizona

Witness my hand and official seal.
N. C. 'Kelly' Moore
County Recorder
By Hellmuth R. Alder
Deputy Recorder

Compared **01-DEED**
Photostated
Fee \$ 1.25
I. R. S. \$ _____

Joint Tenancy Deed

For the consideration of Ten Dollars, and other valuable considerations, I ~~and~~ **MARCIA L. FROST**, a single woman do hereby convey to **ROBERT M. GUNKEL** and **BARBARA H. GUNKEL**, his wife,

not as tenants in common and not as a community property estate but as joint tenants with rights of survivorship, the following described real property situated in Maricopa County, Arizona

The North 152.5 feet of the East 268.5 feet of the North half of the Southwest quarter of the Southeast quarter of Section Twenty-seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian.

EXCEPT the West 127.25 feet thereof, and **EXCEPT** that parcel described as follows: Beginning at a point 131.25 feet West of the Northeast corner of the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Twenty-seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, thence West ten (10) feet, thence South ten (10) feet, thence North 45 $^{\circ}$ 00' East 14.14 feet to the place of beginning.

SUBJECT TO all existing liens and encumbrances and restrictions of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth unto said Grantees, their as assigns, the survivor of them, and the heirs and assigns of such survivor

Dated this 21st day of July, 1963.

Marcia L. Frost
Marcia L. Frost

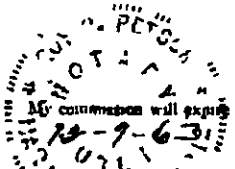
The above deed is accepted and approved by the Grantees it being their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common

Dated this 31 day of July, 1963.

Robert M. Gunkel
Robert M. Gunkel
Barbara H. Gunkel
Barbara H. Gunkel

STATE OF ARIZONA } ss.
County of Maricopa }

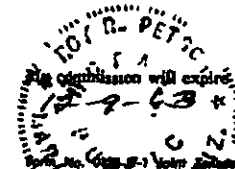
This instrument was acknowledged before me this 31st day of July, 1963, by MARCIA L. FROST



Roy R. Petsch
Notary Public

STATE OF ARIZONA } ss.
County of Maricopa }

This instrument was acknowledged before me this 31st day of July, 1963, by ROBERT M. GUNKEL and BARBARA H. GUNKEL



Roy R. Petsch
Notary Public

DKT 5259 PAGE 486

STATE OF ARIZONA }
COUNTY OF MARICOPA }

I hereby certify that the within instrument

is in DOCKET 5259 page 486-4 and indexed in Agreements

OCT 14 1964 - 8 20 AM

at the request of Union Title Company

197023

23-AGR
Compared

When recorded, mail to:

Witness my hand and official seal.

Richard J. Rowe
3115 N. 69th Place
Scottsdale, Arizona

N. G. SKEELLY-MORRIS, County Recorder
CLIFFORD H. WARD

Photostated

Fee: 9.25

Deputy Recorder

Escrow #117,129 r44

AGREEMENT

THIS AGREEMENT entered into this 17th day of April, 1964

between FIDELITY PROPERTIES, INC., an Arizona Corporation

as Seller, and RICHARD J. ROWE and NORMA O. ROWE, his wife, not as tenants in common and not as community property estate, but as Joint Tenants with right of survivorship, as Buyer.

WITNESSETH:

That Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of Maricopa, State of Arizona, described as follows, to-wit:

The North 152.5 feet of the West 127.25 feet of the East 268.50 feet of the Southwest quarter of the Southeast quarter of Section Twenty-seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian; EXCEPT the South 69.66 feet thereof.

which shall be subject to: existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easement of record.

By execution of this Agreement the Buyers hereunder accept the conditions hereof, wherein the property is to be conveyed to them not as tenants in common and not as a community property estate, but as Joint tenants with full right of survivorship.



UNION TITLE COMPANY

FORM 506 2-55
50 50 50 50 50 50 50 50

NOTARY PUBLIC

LNT 5259 487

for the sum of -----THIRTY-FIVE THOUSAND AND NO/100 ----- Dollars.

(\$ 35,000.00) lawful money of the United States, and Buyer agrees in consideration of the premises to pay

the sum of ----- THIRTY-FIVE THOUSAND AND NO/100 ----- Dollars.

(\$ 35,000.00) in the following manner, to-wit:

\$ 35,000.00 to be paid to Union Title Company for the benefit of the seller, as follows:

In regular monthly installments of \$277.23 per month for the first 48 payments and thereafter in monthly installments of \$253.51 per month with interest on all unpaid principal at the rate of 6-1/2% per annum from June 15, 1964, payable monthly, the interest to be first deducted from the regular monthly installments and the balance to be applied upon the principal. Said first installment being due on August 1, 1964.

PROVIDED HOWEVER, that in addition to this payment to the principal and interest, the buyer shall pay to the Union Title Company at the same time as the payment for principal and interest is paid, an additional sum equal to the sum required to be paid into the reserve account held by the Greater Arizona Savings & Loan Association for the payment of taxes, fire insurance premiums and any other assessments which might come of record against the within described property. The buyer understands that these premises are subject to the lien of a first mortgage to Greater Arizona Savings & Loan Association, and it is agreed between the parties hereto with reference to said mortgage as follows: That said mortgage obligation shall remain the obligation of the seller; that said mortgage obligation shall be fully discharged by the seller on or before the date upon which the buyer shall have discharged the deferred balance due hereunder. Union Title Company has no responsibility or liability for securing the necessary instruments upon payment in full thereof.

Union Title is instructed ^{Official Document} to transfer sufficient funds from payments received to make the Greater Arizona Savings & Loan Association payments.

If we fail to pay any installment when due, then without notice, at the option of the holder of this note, interest shall be computed and payable on the then unpaid balance of principal at the rate of 8% per annum, and shall continue to be so computed and payable until all such matured installments shall have been paid.

Buyer shall pay before they become delinquent all installments of principal and interest, and delinquent at the date hereof, of special improvement liens against said property, and all taxes and assessments on said property, levied subsequent to December 31, 1963, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof. Buyer shall keep the buildings erected and to be erected upon said property insured against fire in the amount of the reasonable insurable value thereof in insurance companies to be approved by Seller, for the mutual benefit and protection of the parties hereto, and to place the policy or policies representing the said fire insurance and evidence of the payment of premium thereon with the Union Title Company to be held by it or a mortgagee. There shall be no responsibility upon the part of said Company to see that said policy is renewed upon expiration or otherwise kept in force, and there shall be no responsibility upon the part of said Company in the determination of the reasonable insurable value of the improvements to be insured.

If Buyer fails to pay any such taxes, charges, assessments, or premiums for fire insurance or to place the policies of fire insurance with the Union Title Company, or fails to pay any amount due upon or fails to perform any condition or covenant of any agreement for sale or mortgage required of Buyer, before the same shall have become delinquent, Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amounts so advanced and such repayment thereof shall be secured hereby and shall be repaid to Seller by Buyer on demand, together with interest thereon at the rate of eight per cent per annum from date advanced by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity therefor. If the Union Title Company is notified in writing by Seller of any such advances, it shall not deliver deed to Buyer until repayment thereof with interest shall have been made.

If Seller institutes suit against Buyer to enforce Seller's rights under this agreement and obtains valid judgment against Buyer, Buyer agrees to pay all costs, expenses and attorney's fees of Seller.

The Warranty Deed of Seller conveying the herein described property to Buyer, subject to the liens, encumbrances, reservations, restrictions, and exceptions affecting the title to said property has been delivered in escrow with the Union Title Company.

Buyer may enter into possession of said property and continue in such possession for and during the life of this agreement. Buyer agrees to maintain said premises and all improvements thereon in good repair, to permit no waste thereof, and to take the same care thereof that a prudent owner would take.

When recorded, returned to City Engineer, City of Scottsdale, 302 E. McDowell, Scottsdale, Arizona

Charles E. Creed and Gladys E. Creed, husband and wife

Grantors for and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, do hereby grant to the City of Scottsdale, a municipality created and existing under the laws of the State of Arizona, its successors and assigns, a permanent easement and right-of-way, for the following purposes, to-wit: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps, and such as may be necessary, and to construct, operate and maintain any public utility lines, pipes or poles, on, over, under, and across the ground embraced within the right-of-way situated in the City of Scottsdale, State of Arizona, and described as follows:

The East sixteen (16.00) feet of the West one hundred twenty seven and twenty five hundredths (127.25) feet of the North one hundred fifty two and five tenths (152.5) feet of the East two hundred sixty eight and five tenths (268.5) feet of the North half of the southwest quarter of the southwest quarter of section 27, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, southeast quarter of Section 27, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian.

This instrument is being re-recorded to describe that property originally intended to be conveyed by that instrument recorded in Docket 4829/225.

STATE OF ARIZONA, County of Maricopa. I, Clerk of the County, do hereby certify that the within instrument was filed and recorded in Docket 4829/225 on this 29th day of November, 1963. CLERK OF COUNTY OF MARICOPA

To have and to hold the said easement and right-of-way unto the City of Scottsdale, a municipality created and existing under the laws of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and public utilities and all incidents thereto.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land, that they have a good and lawful right to sell and convey it, that it is free from all encumbrances, and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway and public utilities.

Wherever in the foregoing instrument the plural is used it will be read as singular, and when necessary, and whenever words indicating gender are employed, they will apply to either masculine, feminine or neuter as the context requires.

Dated this 29 day of November, 1963

(Seal) Charles E. Creed (Seal) Gladys E. Creed (Seal) Charles E. Creed Attorney in fact

STATE OF ARIZONA, COUNTY OF MARICOPA. This instrument was acknowledged before me this 29 day of November, 1963, by Charles E. Creed and Gladys E. Creed, Attorney in fact. In witness whereof, I have set my hand and official seal. ELAINE W. CLEAVE Notary Public

My commission expires Jan 20, 1967. STATE OF ARIZONA, County of Maricopa. I do hereby certify that the within instrument was filed and recorded in request of City of Scottsdale. RE RECORDED. CLIFFORD H. WARD, County Recorder. 75

Attachment 13. Deed and Assignment

Creation of and sale of new parcel on northern portion of western property from Richard R. and Nora O. Rowe to Dorothy E. Johnson dated December 31, 1965.

DKT 5867 PAGE 120

STATE OF ARIZONA
 County of Maricopa ss. I hereby certify that the within instrument was filed and recorded
 In DOCKET DKT 5867 PAGE 120 and indexed in deeds
 at the request of Dorothy E. Johnson
 When recorded, mail to:
 Dorothy E. Johnson
 4614 - E. Oak St.
 Phoenix 8, Arizona

Fee No.
 250195
 REDEED
 Compared
 Photostated
 Fee: 1.75

Witness my hand and official seal.
 CLIFFORD H. WARD
 County Recorder,
 By Ernest
 Deputy Recorder

DEED AND ASSIGNMENT

For the consideration of Ten Dollars, and other valuable considerations, I or we, Richard J. Rowe and Norma O. Rowe, his wife, not as tenants in common and not as community property estate, but as Joint Tenants with right of survivorship hereinafter designated as the Party (Parties) of the First Part, do hereby CONVEY unto Dorothy E. Johnson, wife of Ronald W. Johnson, as her sole and separate Property.

hereinafter designated as the Party (~~Parties~~) of the Second Part, the following described real property situate in Maricopa County, Arizona:

The North 152.5 feet of the West 127.25 feet of the East 268.50 feet of the Southwest quarter of the Southeast quarter of Section Twenty-seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridians; EXCEPT the South 69.66 feet thereof.

And for the consideration herein named, the Party (Parties) of the First Part hereby sell, assign, transfer and set over unto the Party (Parties) of the Second Part said contract above described, recorded in the office of the County Recorder of Maricopa County, Arizona, together with the obligations therein mentioned, which Second Party (Parties) herein assume and agree to discharge, and together with the right to enforce said contract according to its terms.

Also subject to current taxes and assessments, reservations in patents, and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

I or we do warrant the title against all persons whatsoever, subject to the matters set forth.

DATED this 26th day of January, 19 65.

Richard J. Rowe
Norma O. Rowe

STATE OF Arizona)
) ss.
 COUNTY OF Maricopa)

This instrument was acknowledged before me this 26th day of January, 19 65 by Richard J. Rowe and Norma O. Rowe, his wife

My Commission Expires:

Ernest
 Notary Public



5259 486

No transfer or assignment of any rights hereunder shall be made by any one having an interest herein, unless made in such manner and accompanied by such deeds and other instruments as shall be required by the Union Title Company, nor until its regular escrow fee and other costs looking its charge for the issuance of a new title insurance policy shall have been fully paid, and all instruments deposited in escrow with it.

Seller and Buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, at his election, enforce a forfeiture in the interest of Buyer, in the manner provided in the escrow instructions or supplemental escrow instructions given to the Union Title Company in connection with this transaction, in which event, upon the enforcement of such forfeiture, Buyer shall forfeit any and all rights and interests hereunder in and to the real property heretofore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of said property, and shall forfeit to Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither this provision nor any provision of the said escrow instructions shall affect any other lawful right or remedy of Seller.

Time is of the essence of this agreement. This agreement shall be binding upon the heirs, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

FIDELITY PROPERTIES, INC.

BY: William J. Campbell
(Seller) Pres.

Richard J. Rowe
Richard J. Rowe (Buyer)

Norma O. Rowe
Norma O. Rowe (Buyer)

STATE OF ARIZONA }
County of Maricopa } ss.

This instrument was acknowledged before me this 22nd day of May, 1964 by

RICHARD J. ROWE and NORMA O. ROWE,
his wife,

Helen Prothers
Notary Public

My commission will expire Oct 19, 1967



CORPORATE ACKNOWLEDGMENT

State of Arizona }
County of Maricopa } ss.

On this 22nd day of May, 1964, before me, the undersigned officer, personally appeared William J. Campbell and _____ who acknowledged themselves to be the President and _____ of FIDELITY PROPERTIES, INC., an Arizona Corporation and that, as such officers, respectively being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers, respectively.

My Commission Expires: Oct 19, 1967 Helen Prothers
NOTARY PUBLIC

Attachment 14. Deed and Assignment

Sale by Dorothy E. Johnson of northern portion of western parcel to Wayne H. and Melba P. Allen dated August 8, 1966.

Attachment 15. Warranty Deed

Sale by William P. and Hilda Lachman to Stanley and Rose Koguciak dated October 8, 1969.

Attachment 16 Durable General Power of Attorney

Transfer of authority regarding the property solely to Barbara H Gunkel dated January 20, 1987

This instrument was recorded at request of:

Roy R. Petsch
Attorney at Law
7322 East Thomas Road
Scottsdale, AZ 85251

The recording official is directed to return this instrument or a copy to the above person.

492

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA		
JAN 20 '87 -4 30		
KEITH POLLETTIS, County Recorder		
FEE 90	PGS 2	I.G.

Space Reserved For Recording Information 87 035644

**DURABLE
GENERAL POWER
OF ATTORNEY**

R-10-K © LawForms 10-71, 6-85

Effective Date	Expiration Date	Effective Place of Execution (County and State) Maricopa County, Arizona
PRINCIPAL (Name, Address and Zip Code) ROBERT M. GUNKEL 3114 North 70th Street Scottsdale, Arizona 85251		ATTORNEY-IN-FACT (Name, Address and Zip Code) BARBARA H. GUNKEL 3114 North 70th Street Scottsdale, Arizona 85251

Principal constitutes and appoints Attorney-in-Fact to act as the true and lawful attorney for Principal and in the name, place and stead of Principal:

1. To draw and deposit monies from bank accounts belonging to and in the name of the Principal; to enter and use the contents of these accounts and any safety deposit box for the use and benefit of Principal; and to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to Principal; and to have, use and take all lawful ways or means, in name of Principal, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for, and grant acquittance or other sufficient discharges for Principal and in the name of Principal.

2. To make, seal, and deliver; to bargain, contract, agree, purchase, receive and take lands, tenements, hereditaments, and accept the seizing and possessing of all lands, and all deeds and other assurances in the law thereof; and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, hereditaments, upon such terms and conditions and under such covenants as Attorney-in-Fact shall think fit; and to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action.

3. To make, do and transact all and every kind of business of whatever nature and kind for and in the name of the Principal, and as the Principal's act and deed; and to sign, seal, execute, deliver, and acknowledge such deeds, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, securities, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, and such other instruments in writing, of whatever kind and nature, as may be necessary or proper in the premises.

4. To do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as Principal might or could do if personally present. The Principal hereby ratifies and confirms all that the Attorney-in-Fact shall lawfully do or cause to be done by virtue of this General Power of Attorney.

5. To execute for the Principal when disabled or missing, any gifts to family members or charities; disclaimers or renunciations of inheritances, purchases of flower bonds; any tax returns or tax elections; any general or special powers of appointment under trusts or any other documents to protect the estate of the Principal except Wills, Contracts of Marriage or Dissolution, and Living Wills.

6. This Power of Attorney shall not be affected by disability of the Principal. ARS §§ 14-5501, 14-5502.

This General Power of Attorney may be revoked by the Principal giving actual written notice to anyone dealing with the attorney-in-fact or by recording a Revocation of Power of Attorney with the County Recorder

(Continued on Reverse Side)

Attachment 17 Deed of Distribution

Transfer of property to Bonnie B Griffing, daughter of Barbara H Gunkel, dated June 23, 2014

Unofficial
20 Document

QUINDRY KONIUSZY FOLLETT & STYSKAL, LLP^{Gu}
Emily J. Styskal, SBN 026136^{ch}
4435 E. Broadway, Suite 2
Mesa, AZ 85206
(480) 396-3600
FAX (480) 396-9738
Attorney for Personal Representative

Send Tax Bills to:

Bonnie Beth Griffing
3114 N 70th Street
Scottsdale, AZ 85251

SUPERIOR COURT OF ARIZONA, MARICOPA COUNTY

In the Matter of the Estate of

BARBARA H GUNKEL,

Deceased

Case No PB2010-090412

DEED OF DISTRIBUTION

The undersigned Personal Representative, in order to make distribution of the property of this Estate in compliance with Title 14 of Arizona Revised Statutes, hereby assigns, transfers and releases to BONNIE BETH GRIFFING, a single woman, distributee of the Estate, in and to the following described property

Subject Real Property (Address/Location):

3114 N 70th Street
Scottsdale, Arizona 85251

Subject Real Property (Legal Description):

The North 152 5 feet of the East 268 5 feet of the North half of the Southwest quarter of the Southeast quarter of Section Twenty-seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian

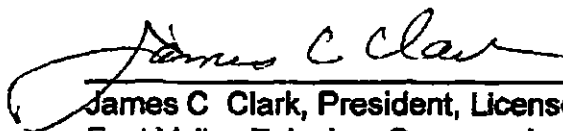
EXCEPT the West 127 25 feet thereof, and
EXCEPT that parcel described as follows: Beginning at the point 131 25 feet West of the Northeast corner of the Southwest quarter of the Southeast quarter (SW ¼ of SE ¼) of Section Twenty-seven (27), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian; thence West ten (10) feet, thence South ten (10) feet, thence North 45°00' East 14 14 feet to the place of beginning

SUBJECT TO all existing liens and encumbrances and restrictions of record

Subject to Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record

Pursuant to A.R.S. § 11-1134 (B) (Unofficial Document) affidavit and filing fee are required to be filed herewith

DATED this 23rd day of June, 2014



James C. Clark, President, License #20060
East Valley Fiduciary Services, Inc #20592
7165 E University Drive, Suite 171
Mesa, Arizona 85207

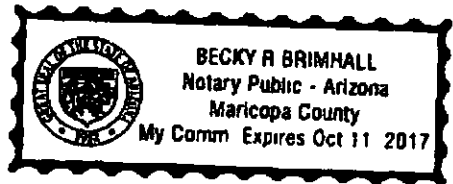
STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 22nd day of June, 2014 by JAMES C. CLARK, President of East Valley Fiduciary Services, as Personal Representative of the Estate

Becky R Brimhall
Notary Public

My Commission Expires.

10-11-2017



Attachment 18 Quit-Claim Deed

Possible transfer of strip along north side of parcel from Robert M and Barbara H Gunkel to Katherine M Baron dated September 4, 1980 (Possibly not considered valid since it was not attached to the owner's parent parcel – separated by an alley right-of-way)

SEP 4

STATE OF ARIZONA } ss. I hereby certify that the within instrument
County of MARICOPA } In DOCKET 14662 - 629

A at the request of N. Baron

When recorded mail to
Nicholas B. Baron
3126 N. 70th Street
Scottsdale, AZ 85251

Witness my hand and official seal
BILL HENRY, County Recorder
By Anna Cook, Deputy Recorder

Compared
Photostated
Fee
5.00

Order No QUIT-CLAIM DEED

for the consideration of Ten and 00/100 Dollars and other valuable considerations 1, or we, ROBERT M. GUNKEL and BARBARA H. GUNKEL, husband and wife

hereby quit-claim to KATHERINE M. BARON, wife of Nicholas B. Baron, as her sole and separate property

all right, title, or interest in the following described real property situate in Maricopa County Arizona

The North six feet of the following described parcel:

The North 152.5 feet of the East 268.5 feet of the North half of the Southwest quarter of the Southeast quarter of Section 27, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian.

EXCEPT the West 127.25 feet thereof, and

EXCEPT that parcel described as follows:

BEGINNING at a point 131.25 feet West of the Northeast corner of the Southwest quarter of the Southeast quarter of Section 27, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian; thence West 10 feet; thence South 10 feet; thence North 45 degrees 00 minutes East 14.14 feet to the place of beginning.

Dated this _____ day of _____

Robert M. Gunkel
ROBERT M. GUNKEL
Barbara H. Gunkel
BARBARA H. GUNKEL

STATE OF ARIZONA } This instrument was acknowledged before me this _____ day of _____
County of _____ } ss. _____ by the Grantors ROBERT M. GUNKEL
and BARBARA H. GUNKEL, husband and wife

My commission will expire _____ Notary Public

STATE OF ARIZONA } This instrument was acknowledged before me this 29 day of
County of Maricopa } ss. August 1980 by the Grantors
Barbara and Robert Gunkel
Stacy S. Cooper
Notary Public

My commission will expire My commission expires July 31, 1982

GUNKEL HOUSE
3114 N. 70TH STREET
SCOTTSDALE, AZ.

