To BOS 2/8/16

Report to the Board of Supervisors

Prepared by the Maricopa County Department of Transportation

Case #/Title: PAB-0006 Federal Patent Easement Abandonment

Meeting Date: March 23, 2016

Supervisor District Effected: 2

Applicant: Department of Transportation

Request: Approve the abandonment of that portion of the Patent easement as proposed by the owner of the property located at 5915 E Morning Vista Lane and being identified as Assessor Parcel No. 211-44-031A.

Support/Opposition: Request for comment has been circulated to all affected parties pursuant to County Ordinance P-34, Section 2d.
No comments in opposition have been received.

Discussion:

Laws 2013, Chapter 46 amended Arizona Revised Statutes, Section 11-251.16 to allow a county, at the request of a property owner, to abandon a federal patent easement established by the Small Tract Act of 1938. On May 7, 2014 the Maricopa County Board of Supervisors (BOS) approved Ordinance No. P-34, adopting procedures for the abandonment of federal patent easements. The Maricopa County Department of Transportation (MCDOT) has considered and processed this request for abandonment in strict accordance with A.R.S. Section 11-251.16 and Ordinance No. P-34.

Department Recommendation:

Having no known opposition and having not received any written comments in opposition from other County departments, other agencies, any utility or the public, the Department of Transportation (MCDOT), in accordance with Ordinance P-34, is recommending that the BOS approve the abandonment as requested.

Presented by: Jennifer Toth, P.E.,
Director of Transportation/County Engineer

Attachments: Application / Proof of ownership / Application response checklist / Lender Approval
Aerial Exhibit / Patent Easement
Initial Determination request / letter to requestor / Initial response checklist

APPLICATION

PROOF OF OWNERSHIP

APPLICATION RESPONSE CHECKLIST

LENDER APPROVAL

Maricopa County Department of Transportation

Engineering Division

2901 West Durango Street • Phoenix, AZ 85009
Phone: (602) 506-8609 • Fax: (602) 506-4009

RECEIVED JAN 05 2016

PATENT EASEMENT ABANDONMENT APPLICATION

Applicant Name: Douglas MacBeth Tracking NO: PAB-0006

Mailing Address: 5915 E. Morning Vista Lane

City: Cave Creek STATE: AZ ZIP: 85331

Telephone: (602) 762-0426

Email: dtmacbeth@gmail.com Fax No:

PARCEL DETAIL

Assessor's Parcel Number: 211-44-031A

1. **Location of Request:** (ex: 3200 W. Dove Valley Road, Phoenix)
   5915 E. Morning Vista Lane, Cave Creek AZ. 85331
2. **Description of Request:** (ex: Abandon Easement bordering the south side of parcel 123-45-067A)
   Abandon easement bordering the west side of parcel 211-44-031A
3. Applicant is REQUIRED to be the current owner of the described property. A copy of your property deed must be attached to the application.
4. If you have a mortgage, deed of trust, upon your property you are REQUIRED to provide a letter from the lender approving your request to abandon a patent easement. Applications submitted without lender approval will not be processed.
5. If you don't have a mortgage or deed of trust on the subject property, you will need to sign, before a notary, the affidavit below attesting to that status.

I, _____ attest that I own the subject property and that it is not encumbered by mortgage or deed of trust.

SUBSCRIBED AND SWORN to before me this My Commission Expires:

_____ day of _____, 20____

_____
NOTARY PUBLIC

SIGNATURE

Signature of Applicant 01-04-2016 Date

NOTE: The application fee is NOT refundable.

THIS PORTION TO BE COMPLETED BY MCDOT

Application Fee: $1,600.00*

Total Received: 1600.00

Check #: 1243 Date: 1/5/16

Received By: EV

Make check payable to: MCDOT
2901 West Durango Street
Phoenix, AZ 85009

* Application Fee will be $1,350 ($1,600 less $250) if Initial Determination letter is provided; demonstrating an initial review of the parcel was

20:Document

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RECORDATION REQUESTED BY:
BMO HARRIS BANK N.A.
111 W. MONROE STREET
P. O. BOX 755
CHICAGO, IL 60690

WHEN RECORDED MAIL TO:
Retail Lending Operations
P. O. Box 3003
Arlington Heights, IL 60006

CHICAGO TITLE INSURANCE
505 E. NORTH AVENUE
CAROL STREAM, IL 60188

H 25324027

FOR RECORDER'S USE ONLY

DEED OF TRUST

$18

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time $211,721.39.

THIS DEED OF TRUST is dated August 14, 2013, among DOUGLAS T. MACBETH AND TONYA K. MACBETH, AS JOINT TENANTS ("Trustor"); BMO HARRIS BANK N.A., chartered under the laws of the United States of America, whose address is 111 W. MONROE STREET, P. O. BOX 755, CHICAGO, IL 60690 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and BMO HARRIS BANK N.A., organized or registered in the United States of America under the laws of the State of Illinois, whose address is 111 W. MONROE STREET P.O. BOX 755, CHICAGO, IL 60690 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights flowing through, belonging or in anyway appertaining to the Real Property, and all of Trustor's water rights that are personal property under Arizona law, including without limitation all type 2 nonirrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent, all contracts for Central Arizona Project water, and all other contractual rights to water, and together with all rights (but none of the duties) of Trustor as declarant under any presently recorded declaration of covenants, conditions and restrictions affecting real property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Maricopa County, State of Arizona:**

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE GILLS AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT, EXCEPT AN EASEMENT OVER THE NORTH 20 FEET THEREOF FOR ROADWAYS AND UTILITIES.

The Real Property or its address is commonly known as 5915 E Morning Vista Ln, Cave Creek, AZ 85331. The Real Property tax identification number is 211-44-031A.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Beneficiary, at its option, but without obligation to do so, may correct any condition violating any applicable Environmental Law affecting the Property, and in doing so shall conclusively be deemed to be acting reasonably and for the purpose of protecting the value of its collateral, and all costs of correcting a condition or violation shall be payable to Beneficiary by Trustor as provided in the Expenditures by Lender section of this Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the

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obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Arizona law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes and assessments, including without limitation sales or use taxes in any state, local privilege or excise taxes based on gross revenues, special taxes, charges (including water and sewer), fines and impositions levied against Trustor or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust. Beneficiary shall have the right, but not the duty or obligation, to charge Trustor for any such taxes or assessments in advance of payment. In no event does exercise or non-exercise by Beneficiary of this right relieve Trustor from Trustor's obligation under this Deed of Trust or impose any liability whatsoever on Beneficiary.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized.

If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $5,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $1,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

LENDER'S EXPENDITURES. If Trustor fails (A) to keep the Property free of all taxes, liens, security interests,

encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Trustor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default and shall be exercisable by Lender to the extent permitted by applicable law. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender, or have otherwise been previously disclosed to and accepted by Lender in writing in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Trustor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Trustor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

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Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter

acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance without warranty and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. At Lender's option, Trustor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Break Other Promises. Trustor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

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Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Trustor, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Trustor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Trustor's accounts with Lender. However, if Trustor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Trustor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without

limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Trustor's obligations under this Deed of Trust, after Trustor's failure to do so, that decision by Lender will not affect Lender's right to declare Trustor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. To the extent permitted by law, Trustor shall be and remain liable for any deficiency remaining after sale, either pursuant to the power of sale or judicial proceedings. Trustor expressly waives, to the extent permitted by Arizona law, all of Trustor's rights under Sections 33-814 and [illegible] of the Arizona Revised Statutes, including without limitation, any right to a fair market value hearing or action to determine a deficiency judgment after a foreclosure sale of the Real Property, including any land and improvements.

Unofficial Document

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Insurance Policies. Lender shall have the right upon an Event of Default, but not the obligation, to assign all of Trustor's right, title and interest in and to all policies of insurance on the Property and any unearned premiums paid on such insurance to any receiver or any purchaser of the Property at a foreclosure sale, and Trustor hereby appoints Lender as attorney in fact to assign and transfer such policies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. However, Trustor will only pay attorneys' fees of an attorney not Lender's salaried employee, to whom the matter is referred after Trustor's default. Trustor also will pay any court costs, in addition to all other sums provided by law.

Unofficial Document

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Maricopa County, State of Arizona. The instrument shall contain,

in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors. It will be Trustor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Trustor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

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Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arizona without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Arizona.

Joint and Several Liability. All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Trustor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Trustor will not have to comply with the other provisions of this Deed of Trust. Trustor also understands that if Lender does consent to a request, that does not mean that Trustor will not have to get Lender's consent again if the situation happens again. Trustor further understands that just because Lender consents to one or more of Trustor's requests, that does not mean Lender will be required to consent to any of Trustor's future requests. Trustor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's

interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Arizona as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means BMO HARRIS BANK N.A., and its successors and assigns.

Borrower. The word "Borrower" means TONYA K MACBETH and DOUGLAS T MACBETH and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means BMO HARRIS BANK N.A., its successors and assigns. The words

"successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated August 14, 2013, **in the original principal amount of $211,721.39** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is August 7, 2028.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means BMO HARRIS BANK N.A., whose address is 111 W. MONROE STREET P.O. BOX 755, CHICAGO, IL 60690 and any substitute or successor trustees.

Trustor. The word "Trustor" means TONYA K MACBETH and DOUGLAS T MACBETH.

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EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

X _____
TONYA K MACBETH

X _____
DOUGLAS T MACBETH

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

On this day before me, the undersigned Notary Public, personally appeared **TONYA K MACBETH and DOUGLAS T MACBETH,** to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th **day of** August, **20** 13.

By Stephanie A Olivera **Residing at** Phoenix

Notary Public in and for the State of Arizona

My commission expires 1/19/2014

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OFFICIAL SEAL
STEPHANIE A. OLIVERA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires January 19, 2014

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ **Beneficiary:** _____

By: _____

Its: _____

PATENT EASEMENT ABANDONMENT APPLICATION CHECKLIST

Application ID: PAB-0006

A "YES" checked on any item on this list shall result in the letter of Initial Determination stating that pursuant to Section 5 of County ordinance (P-34) certain criteria do not meet abandonment requirements.

Disqualification Criteria	YES	NO
Road alignment has been Declared (Sect 5a) Road alignment is maintained by MCDOT Road alignment is needed for future r/w		X X X
Prop abandon shares border and is parallel to row dedicated to County or public (Sect 5b)	Y	
Objection from any affected utility, Arizona State land, BLM or BOR (Sect 5d)		X
Objection from any Municipality or Tribe, (Sect 5e)		X

Statement of fact and Documentation for Items identified as not meeting abandonment requirements:

		REVIEWER	COMMENT	DISQUALIFYING CRITERIA
	MCDOT	Bob Woodring	No Objection	
		Denise brewer	N/R	
		Denise Lacey	N/R	
		David Fritz	No Objection	
		Kevin Kottmer	N/R	
		Nicolaas Swart	N/R	
b	COUNTY	P&D	No Objection	
		Real Estate	No Objection	
		Parks	No Objection	
		FCD	No Objection	
c	UTILITIES	APS	No Objection	
		Century Link	No Objection	
		Cox	No Objection	
		SRP	N/A	
		SWG	N/A	
		Scottsdale Water	No Objection	
		Town of Cave Creek water	N/A	
d	GOV AGENCIES	N/A		
e	MUNICIPALITIES / TRIBES	N/A		

DATE: 2/8/2016 INIT: KG

BMO Harris Bank

A part of BMO Financial Group

Consumer Lending Operations
11540 West Heather Hacker Way
West Allis, WI 53214

RECEIVED
JAN 05 2016
By

August 27, 2014

Maricopa County Department of Transportation
Engineering Division
2901 West Durango Street
Phoenix, AZ 85009

RE: Assessor No. 21-44-031A and Tracking No. PAB-0006
5915 E. Morning Vista Lane, Cave Creek, AZ 85331

To Whom It May Concern:

Douglas T. and Tonya K. MacBeth, owners of the above referenced property, have requested that BMO Harris Bank review the loan file and property documentation and offer an opinion regarding the possible abandonment of the Federal Patent Easement on this property.

Based on a recent property report, BMO Harris Bank is the only lien holder on this property.

The existence of the Federal Patent Easement was unknown to BMO Harris Bank until this request was received. The existence of such an easement and the concurrent restrictions on the use of the property does pose a concern to the bank.

Pursuant to our review, we recommend and support the abandonment of the Federal Patent Easement encumbering the above referenced property.

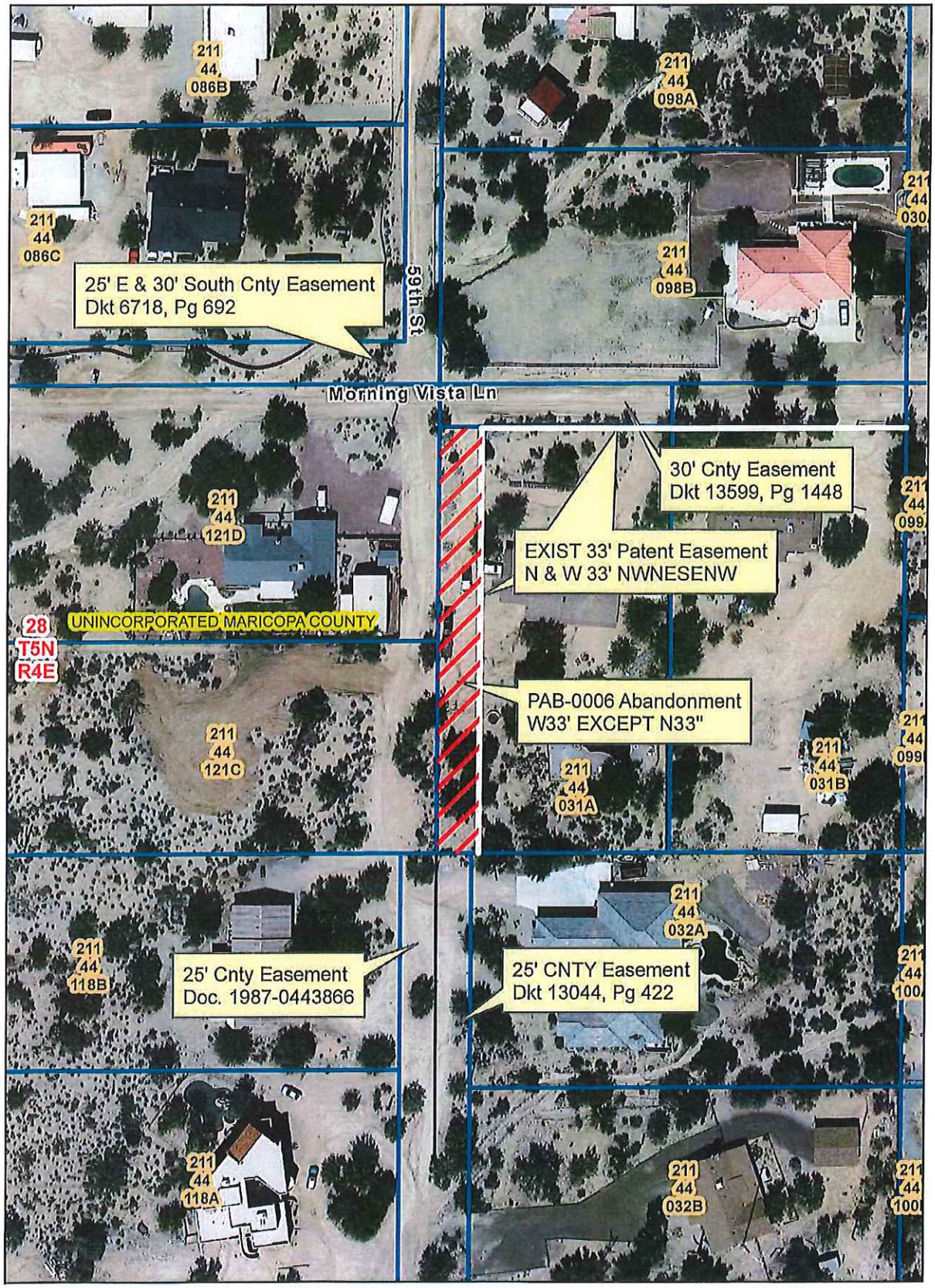
If you have any additional questions, regarding the approval of BMO Harris Bank to abandon the Federal Patent Easement, please contact me at 414-302-3518.

Sincerely,

Catherine M. Quinn
Assistant Vice President
Consumer Lending Operations

AERIAL EXHIBIT

PATENT EASEMENT


211 44 086B
211 44 086C
211 44 098A
211 44 098B
25' E & 30' South Cnty Easement
Dkt 6718, Pg 692
59th St
Morning Vista Ln
30' Cnty Easement
Dkt 13599, Pg 1448
EXIST 33' Patent Easement
N & W 33' NWNESENW
211 44 121D
UNINCORPORATED MARICOPA COUNTY
28
T5N
R4E
PAB-0006 Abandonment
W33' EXCEPT N33"
211 44 121C
211 44 031A
211 44 031B
211 44 032A
211 44 118B
25' Cnty Easement
Doc. 1987-0443866
25' CNTY Easement
Dkt 13044, Pg 422
211 44 118A
211 44 032B

4-1222
(Aug. 1967)

Arizona 01.3837

The United States of America,

To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at **Phoenix, Arizona,** has been issued showing that full payment has been made by the claimant

Hilvina E. Peterson,

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Gila and Salt River Meridian, Arizona.

T. 5 N., R. 4 E.,

Sec. 28, NW¼NE¼SE¼NW¼.

The area described contains **2.50** acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States all oil, gas and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding **33** feet in width, for roadway and public utilities purposes, to be located **along the north and west boundaries of said land.**

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **TENTH** day of **FEBRUARY** in the year of our Lord one thousand nine hundred and **FIFTY-EIGHT** and of the Independence of the United States the one hundred and **EIGHTY-SECOND.**

[SEAL]

For the Director, Bureau of Land Management.

By Ruth W. Talley
Acting *Chief, Patents Section.*

Patent Number 1179128

U. S. GOVERNMENT PRINTING OFFICE 16—68764-5

INITIAL DETERMINATION REQUEST

LETTER TO REQUESTOR

INITIAL RESPONSE CHECKLIST

Maricopa County Department of Transportation

Engineering Division

2901 West Durango Street • Phoenix, AZ 85009
Phone: (602) 506-8609 • Fax: (602) 506-4009

PATENT EASEMENT ABANDONMENT INITIAL DETERMINATION REQUEST

Applicant Name: Douglas MacBeth Tracking NO: PAB-0006

Mailing Address: 5915 E. Morning Vista Lane

City Cave Creek STATE: AZ. ZIP: 85331

Telephone: (602) 762-0426

Email: dtmacbeth@gmail.com Fax No:

PARCEL DETAIL

Assessor's Parcel Number: ~~221-44-031A~~ 211-44-031A

1. **Location of Request:** (ex: 3200 W. Dove Valley Road, Phoenix)

   5915 E. Morning Vista Lane
   Cave Creek, AZ. 85331

2. **Description of Request:** (ex: Abandon Easement bordering the south side of parcel 123-45-067A)

   Abandon easement bordering the west side of parcel 221-44-031A

SIGNATURE

Signature of Applicant*

06-09-2014
Date

* Applicant is NOT required to be the current owner of the described property.

NOTE: The fee for this review is NOT refundable.

THIS PORTION TO BE COMPLETED BY MCDOT

Initial Determination Fee:
$250.00

Make check payable to: MCDOT
2901 West Durango Street
Phoenix, AZ 85009

Total Received: DS 20143294

Check #: 673 Date: 06-20-2014

Received By:

Maricopa County

Department of Transportation

2901 W. Durango St
Phoenix, AZ 85009
Phone: 602-506-8609
Fax: 602-506-4009
www.maricopa.gov

July 9,, 2014

JAN 05 2016

Douglas MacBeth
5915 E. Morning Vista Lane
Cave Creek, AZ 85331

Attn: Douglas MacBeth

Dear Mr. MacBeth,

The Maricopa County Department of Transportation (MCDOT) has completed the Initial Determination Review request for possible abandonment of the Federal Patent Easement on your property identified as Assessor No. 211-44-031A and as Tracking No. PAB-0006 pursuant to Section 2a of the patent easement abandonment ordinance.

The Department has determined the following:

1) MCDOT has not received objection from any reviewing entity.
2) The proposed abandonment abuts existing County road easements, as addressed in Section 5b of the ordinance.

If your decision is to proceed, go to the MCDOT website and open up the Patent Easement Link at the left side of the page. Print the Abandonment Application and submit it as instructed in the application along with all documentation required in the application.

If you choose to pursue this further, upon receipt of the application, documentation, and payment of the fee, a notice by letter will be sent to all abutting property owners. The proposed abandonment area will have a notice posted. The abutting owners and other public users of the road have the right to object in writing or appear before the Board of Supervisors.

Sincerely,

Edmund Williams
Engineering Division, Manager .

Mike Wilson
Real Estate Div. Mngr.
Ph: 602-506-4706

Identification Initials : KG, kg

Enclosure: Exhibit

cc: PAB-0006 - file

PATENT EASEMENT ABANDONMENT
INITIAL DETERMINATION
CHECKLIST

Application ID: PAB0006

A "YES" checked on any item on this list shall result in the letter of Initial Determination stating that pursuant to Section 5 of County ordinance (P-34) certain criteria do not meet abandonment requirements.

Disqualification Criteria	YES	NO
Road alignment has been Declared (Sect 5a)		X
Road alignment is maintained by MCDOT		X
Road alignment is needed for future r/w		X
Prop abandon shares border and is parallel to row dedicated to County or public (Sect 5b)	YES	
Objection from any affected utility, Arizona State land, BLM or BOR (Sect 5d)		X
Objection from any Municipality or Tribe, (Sect 5e)		X

Statement of fact and Documentation for Items identified as not meeting abandonment requirements:

		REVIEWER	COMMENT	DISQUALIFYING CRIITERIA
	MCDOT	Bob Woodring	No Objection	NONE
		Denise Lacey	NR	
		Ed Williams	NR	
		Jack Lorbeer	NR	
		Jeff Kramer	No Objection	
		Karl Rockwell	NR	
		Nicolaas Swart	NR	
		Paul Driver		
		Tricia Brown	No Objection	
b	COUNTY	P&D	No Objection	NONE
		RE Services	No Objection	
		Parks	No Objection	
		FCD	No Objection	
c	UTILITIES	APS*	No Objection	NONE
		Century Link*		
		Scottsdale Water*	No Objection	
		Cave Creek Water	N/A	
		Cox*	No Objection	
		SRP	N/A	
		SWG	N/A	
d	GOV AGENCIES	N/A	N/A	N/A
e	MUNICIPALITIES / TRIBES	N/A	N/A	N/A

DATE: 7/9/2014 INIT: KG

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20160428065 06/20/2016 12:47
ELECTRONIC RECORDING

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CAPTION HEADING:

Patent Easement Abandonment
(Road File PAB-0006)
(C-64-16-087-M-01)

DO NOT REMOVE
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COUNTY OF MARICOPA
State of Arizona

Office of the Clerk
Board of Supervisors

State of Arizona) ss.
County of Maricopa)

I, Fran McCarroll, Clerk of the Board of Supervisors, *do hereby certify that the following is a true and correct statement of the agenda item and the action taken by the* ***Board of Supervisors*** *at their meeting held on* ***June 8, 2016****:*

Transportation – Transportación

7. PATENT EASEMENT ABANDONMENT: ROAD FILE NO. PAB-0006

Road File No. PAB-0006 to abandon a portion of a Federal Patent Easement Number 1179428, lying in the NW4 quarter of Section 28 – T5N, R4E, of the Gila and Salt River Meridian, Maricopa County, Arizona . In addition, direct MCDOT and the Clerk of the Board to fulfill all notice requirements as outlined in Ordinance P-34, Patent Easement Ordinance. General vicinity of 59th Street and Morning Vista Lane and known as Assessor Parcel 211-44-031A.

Pursuant to provisions in A.R.S. §11-251.16, Maricopa County Ordinance No. P-34 and Maricopa County Department of Transportation Procedure # P5203, a NOTICE of the hearing by certified mail shall be sent to the applicant and all abutting property owners no less than 60 days prior to the hearing date. Therefore the date set for the hearing shall be the first board meeting no less than 60 days from the date the Board sets the hearing. In addition, a notice shall be posted in the area of the proposed abandonment no less than 60 days prior to the hearing date. Supervisory District No. 2 (C-64-16-087-M-01)

Motion to approve by Supervisor Chucri, seconded by Supervisor Barney

Ayes: Hickman, Kunasek, Chucri, Barney, Gallardo

IN WITNESS WHEREOF, *I have hereunto set my hand and affixed the Official Seal of the County of Maricopa. Done at Phoenix, the County Seat, on June 8, 2016.*

Clerk of the Board of Supervisors

File
MCDOT
Email Distribution List

RESOLUTION
PATENT EASEMENT ABANDONMENT PAB-0006
C-64-16-087-M-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA, DECLARING A PORTION OF A FEDERAL PATENT EASEMENT TO BE UNNECESSARY FOR PUBLIC PURPOSES AND ABANDONING THAT EASEMENT.

WHEREAS, pursuant to the Small Tract Act of 1938, a 33 foot wide patent easement located in the general vicinity of 59th Street and Morning Vista Lane was reserved for roadway and public utilities purposes in Patent Number 1179428; and

WHEREAS, a proposal requesting the abandonment of a portion of the patent easement has been submitted to Maricopa County; and

WHEREAS, pursuant to A.R.S §11-251.16(A), Maricopa County has notified all affected utilities; and

WHEREAS, Maricopa County has not received objection to the proposal from any utility; and

WHEREAS, pursuant to A.R.S §11-251.16(B), Maricopa County has given written notice to all property owners of the land abutting the easement or portion thereof to be abandoned; and

WHEREAS, pursuant to A.R.S §11-251.16(B), Maricopa County has posted a copy of the notice at or in the immediate vicinity of the proposed abandonment; and

WHEREAS, Maricopa County has not received objection to the proposal from a majority of landowners or from Arizona State Land, Bureau of Land Management, Municipality or Tribal Reservation who owns land abutting the proposed abandonment; and

WHEREAS, it has been determined by Maricopa County that the portion of the patent easement proposed for abandonment is not being used by the public and is no longer necessary and recommends that it would be in the best interest of the public that the proposed abandonment be approved; and

WHEREAS, a legal description of the portion of the patent easement to be abandoned, identified as Exhibit "A", is attached; and

WHEREAS, Maricopa County is authorized to abandon patent easements as described in Exhibit "A", pursuant to A.R.S. §11-251.16(A)

RESOLUTION
ROAD FILE PAB-0006
C-64-16-087-M-01
Page 2

BE IT THEREFORE RESOLVED by the Board of Supervisors of Maricopa County, Arizona, that the portion of the patent easement as described in Exhibit "A" is not being used by the public and no longer necessary.

BE IT FURTHER RESOLVED the portion of the patent easement as described in Exhibit "A" is hereby extinguished.

BE IT FURTHER RESOLVED that this resolution does not abandon a roadway that was granted under revised statute 2477 (43 United States Code section 932) that was enacted by the United States Congress in 1986

PASSED AND ADOPTED by the Board of Supervisors, Maricopa County, Arizona, this 8th day of June, 2016.

Chairman of the Board of Supervisors
Maricopa County

ATTEST:

Fran McCarroll
Clerk of the Board

APPROVED AS TO FORM and within the powers and authority granted under the laws of the State of Arizona and Maricopa County

5/26/16

Legal Counsel

LEGAL DESCRIPTION
PAB-0006

Assessor Parcel No. 211-44-031A

That portion of the easement described in Patent 1179428, lying in the NW4 of Section 28 – T5N, R4E, Maricopa County, Arizona being described as follows:

The West 33 feet of the NW4 NE4 SE4 of said NW4, EXCEPT the North 33 feet thereof.

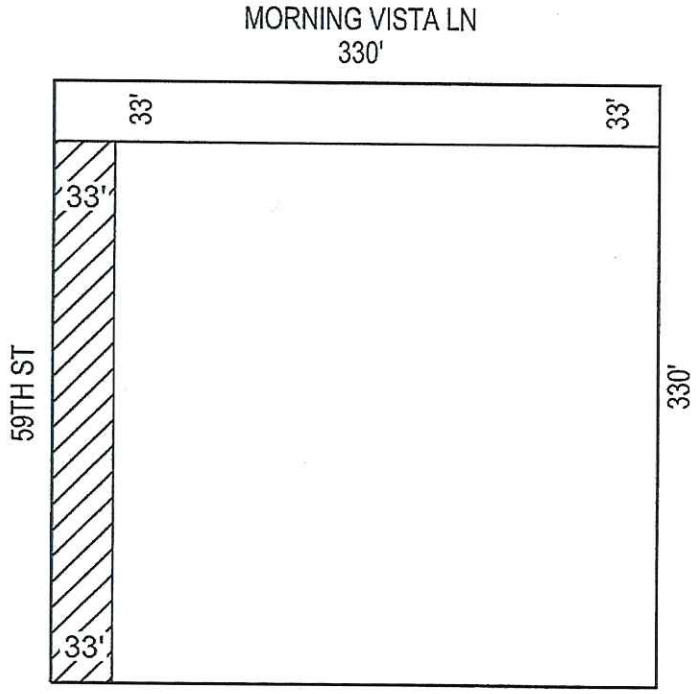
Registered Land Surveyor
CERTIFICATE NO.
22260
KENNETH W.
GREEN
Date Signed 2-8-2016
ARIZONA, U.S.A.
EXPIRES 12 / 31 / 2017

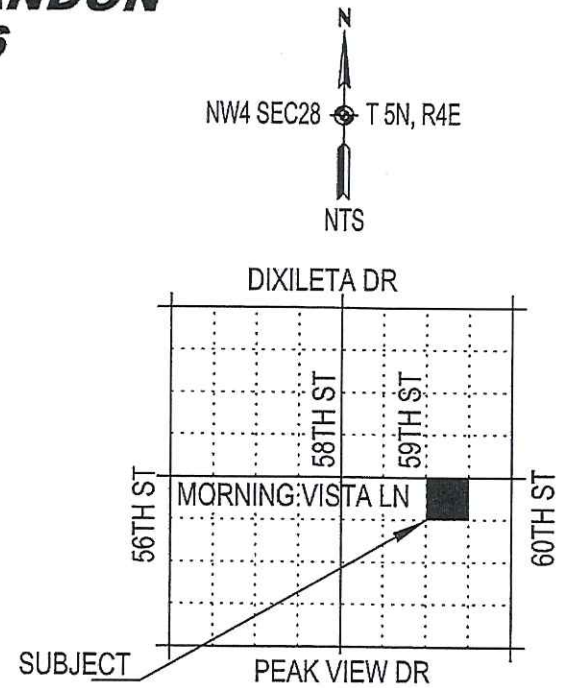
MARICOPA COUNTY		
Prelim: 2/8/2016	Chk:	Appr: 2/8/2016
Rev:		

GRANTOR_____**DATE**_____

EXHIBIT "A"

PATENT EASEMENT ABANDON
FILE NO. PAB-0006





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22260
KENNETH W.
GREEN
Date Signed 2-8-2016
ARIZONA U.S.A.

EXHIBIT

MARICOPA COUNTY - REAL ESTATE DIVISION

Section 28, T5N , R4E

W.O. No. P00102

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