Flood Control District
of Maricopa County

INVITATION FOR PUBLIC AUCTION

SALE OF EXCESS VACANT LAND
1.222 ACRES +/- or 53,230 sq ft

FCD Parcel # FP012-EX
APN# 221-51-003D
Located South of Maddox Road on the West Side of 17th Avenue

October 17, 2006, 11:00 AM
at
Flood Control District of Maricopa County
Administration Building
2801 W. Durango Street
Phoenix, Arizona 85009

1. GENERAL INFORMATION:

The **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (DISTRICT)** will sell the vacant land on **October 17, 2006** via oral auction to the highest qualified bidder at 9**:30 A.M**. The parcel is located south of Maddox Road on the West Side of 17th Avenue in Desert Hills. **The minimum acceptable bid will be $160,000. The title will transfer by a Warranty Deed. An additional cost to the Buyer is an appraisal fee of $3,000.**

2. PROPERTY INFORMATION:

A. Assessor's Parcel No: 211-51-003D FCD Parcel #FP012-EX

B. Location: Located South of Maddox Road on the West Side of 17th Avenue

C. Parcel Size: approximately 1.222 acres +/- or 53,230+/- square feet.

D. Shape: Rectangular

E. Present use: vacant land

F. Zoning: R-43, Rural Residential Maricopa County

G. Covenants and Restrictions

H. Flood Zone Designation: Zone "AE" flood plain

I. Transfer Document: Special Warranty Deed

Any explanations needed by the bidder, questions or items for clarification may be addressed to the Chief Engineer and General Manager, in writing at 2801 Durango, Phoenix, AZ 85009, at least ten (10) days prior to the date of the auction. Please copy the Property Management Branch at 2801 W. Durango on any such request. Interested parties may also call Larry Hendershot at 602-506-2964 or Steven Warburton at 602-506-4746 for information regarding this auction package. All answers to questions, interpretations, or clarifications affecting the sale will be addressed to all bidders in an addendum to this invitation. Such clarifications may also be made by the Auctioneer, once auction is opened and prior to the bidding.

Refer to Exhibit "A" for map and legal.

3. OPEN HOUSE:

All vacant land properties may be inspected by the prospective bidders during daylight hours prior to the auction. **There will be NO testing, digging, excavation of the site or ingress and egress without prior authorization from District Property Management by contacting Larry Hendershot at (602) 506-2964.**

4. BIDDING:

All bidding is open to the public without regard to race, age, sex, religion, national origin, handicap, or marital status. Properties are sold **"AS IS, WHERE IS"**, and must close within the time period set forth in this package. To bid for someone else, you must have a legal, notarized specific power of attorney. **In order to qualify to bid, the potential bidder must present to the auctioneer a cashier's check in the amount of $3,000.00 at the time of the registration. Acceptable bids in excess of the minimum bid shall be in increments of no less than $5,000.00.**

MINIMUM BID:

$160,000.00	**Appraised Value**
$3,000.00	**Cost of Appraisal**
$163,000.00	**Total Minimum**

5. BROKER PARTICIPATION:

A **3% co-brokerage commission** will be paid by **THE DISTRICT** at the close of escrow to any licensed Real Estate Broker provided that the broker/agent has properly registered his/her prospect and closes escrow on properties sold at auction. Broker is **NOT entitled to any commission in the event of default.**

1) The prospect must be registered by fax or mail with our office on the Auctioneer's Broker's Registration form, within this package, and must be received by the Property Management Branch in care of **THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY** at 2801 West Durango Street, Phoenix, Arizona 85009, no later than 5:00 PM local time on the day before the auction **(October 16, 2006)**. **The Fax number is 602-506-8780.**

2) All cooperating brokers are required to turn in, with their broker registration form, a completed standard Arizona Association of Realtors Disclosure Form #1587-1555 regarding real estate agency relationships.

3) Broker must show the property to the prospect.

4) Broker must attend and register at the auction and bid for (by specific power of attorney) or with the prospect.

5) Commission will be paid only upon final closing.

6) There can be no exceptions to these procedures and no oral registrations will be accepted. Procedures for broker qualifications as herein outlined will be strictly enforced. No one is authorized to make exceptions to these rules.

7) Only the first agent registering a prospective bidder will be honored unless otherwise indicated by the buyer.

8) If the successful buyer is also a broker, but not acting on anyone else's behalf, then he/she will not be entitled to the 3% co-brokerage commission described in this section.

9) Commission will be paid on the appraised value or final bid value, whichever is higher. The appraisal fee is an expense and NOT subject to commission.

6. AUCTION DATE/TIME:

The auction will begin promptly at **9:30 A.M. local time, Tuesday, October 17, 2006**, at the Adobe Conference Room within the offices of the **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY** at 2801 West Durango Street, Phoenix, Arizona 85009. (Map at end of this package) **Please arrive one-half hour prior to the beginning of the auction for registration**. Entrance to this building is on the South side.

7. EARNEST MONEY AND COMPLIANCE:

The highest bidder shall provide a bid security in the form of a cashier's check, certified check, or money order in an amount equal to **Ten percent (10%) or ($16,000.00) of the minimum bid made payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**. The conveyance deed shall be signed by the highest bidder at the time of the sale. The signed documents will be submitted to the Board of Directors for execution. The balance of the bid price will be deposited with the escrow company within sixty (60) days following the auction date.

8. DEFAULT:

In the event the highest bidder is unable, for any reason, or refuses to pay the balance of the bid price, as explained in number 7 above, **fifty percent (50%)** of the bid security deposit shall be forfeited and any interest, legal or equitable in the property shall be forfeited and shall revert to **THE DISTRICT**. **THE DISTRICT** shall reimburse bidder the remaining 50% of the bid security deposit, without interest, within **180 days** of the auction date. Upon notification of default, the property may then be sold to the second highest bidder at the price bid by the second highest bidder, assuming the second highest bidder meets all other bid requirements including deposit of the (10%) bid security deposit within 72 hours of notification. The second highest bidder shall then pay the balance of the bid price within sixty (60) days of notification.

9. INDEMNITY:

All bidders agree to indemnify and hold harmless **THE DISTRICT**, its officers, agents, and employees from any and all claims, liabilities, and causes of action occasioned by this sale.

10. CLOSING COSTS:

The highest bidder will be responsible for securing any financing necessary for the purchase of the parcel. Inability to finance is a default and the earnest deposit will be retained as per Item 9. The highest bidder will also secure and pay for their own preliminary title reports, title insurance policies and recording of documents. The balance of the bid

amount and closing costs shall be made payable to **THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY,** completing the escrow transaction for delivery of proceeds to **THE DISTRICT** upon close of escrow.

11. CONVEYANCE:

Upon satisfactory completion of all items and conditions of this sale, **THE DISTRICT** agrees to transfer title to the property by Special Warranty Deed. The sale will not be final until approved by the Flood Control District Board of Directors, who must sign the deed. Possession will be transferred to the highest bidder upon recordation of the Deed.

12. BIDDERS NOTES:

Each bidder for the parcel expressly warrants that neither he/she nor their associates have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this sale.

The parcel is offered for sale **"AS IS, WHERE IS"**, in the condition existing at the time of the auction, and without any expressed or implied warranties.

THE DISTRICT makes no representations whatsoever regarding conditions or features of the sale parcel. **THE DISTRICT** further makes no representation as to zoning, access to parcel or development potential of the site.

THE DISTRICT reserves the right to reject any and all bids for any reason prior to or following the auction. **THE DISTRICT** reserves the right to delete the parcel from the sale at its sole discretion.

THE DISTRICT is an agency of Maricopa County, Arizona and therefore is exempt from paying real property taxes. Upon completion of the recording of the conveyance deed to the highest bidder in this transaction, and the change of the records at the office of the Maricopa County Assessor, a tax bill may be due by highest bidder for the balance of calendar year 2006.

Pursuant to ARS 38-511, **THE DISTRICT**, an agency of Maricopa County and a political subdivision of the State of Arizona, reserves the right to cancel within three years after execution.

A corporation may be required to show proof of authorization to do business in the State of Arizona.

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

FCD Parcel No.: FP012-EX

ASSESSOR PARCEL NO: 211-51-003D

LOCATION: South of Maddox Road on the West Side of 17th Avenue

LEGAL DESCRIPTION: See attached Exhibit "A"

MINIMUM AMOUNT OF BID: $160,000.00
Sale Price: $_____
Appraisal: $3,000.00
Total Due: $_____

The bidder hereby acknowledges receipt of and agrees to the information and conditions set forth in this bid package, and that this bid is based on the following Addenda:

The Undersigned certifies that the Invitation for Bids and Proposal have been carefully examined, and also that the property has been personally inspected. The Undersigned further declares that the amount bid and the bidding process are understood and that at no time will misunderstanding of the Invitation for Bids or Proposal be pleaded.

Date: _____

IF BY AN INDIVIDUAL

Name _____

Street _____

City and State _____

Telephone _____

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

FCD PARCEL NO: FP012-EX

ASSESSOR PARCEL NO: 211-51-003D

LOCATION: South of Maddox Road on the West Side of 17th Avenue

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Appraisal $3,000.00
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Date: _____

IF BY A FIRM OR PARTNERSHIP:

_____
Firm Name

By: _____ _____
Telephone

Name and Address of Each Member:

_____ _____
Name Address

_____ _____
Name Address

_____ _____
Name Address

The name and address of each member of the firm or partnership must be shown.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Parcel No.: FP012-EX

Assessor Parcel No. 211-51-003D

LOCATION: South of Maddox Road on the West Side of 17th Avenue

LEGAL DESCRIPTION: See attached Exhibit "A"

MINIMUM AMOUNT OF BID: $160,000.00

Sale Price $_____

Appraisal $3,000.00

Total Due $_____

The bidder hereby acknowledges receipt of and agrees to the information and conditions set forth in this bid package, and that this bid is based on the following Addenda:

The Undersigned certifies that the Invitation for Bids and Proposal have been carefully examined, and also that the property has been personally inspected. The Undersigned further declares that the amount bid and the bidding process are understood and that at no time will misunderstanding of the Invitation for Bid or Proposal be pleaded.

Date: _____

IF BY A CORPORATION:

_____ _____

Corporation Name **Corporation Address**

By: _____ _____

Telephone

* **Incorporated under the Laws of the State of** _____

Names and Addresses of Officers:

_____ _____

President Address

_____ _____

Secretary Address

_____ _____

Treasurer Address

*The name of the State under which the Corporation was chartered and names, titles, and business address of the President, Secretary, and Treasurer must be shown.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Property Management
2801 WEST DURANGO STREET
PHOENIX ARIZONA 85009

602-506-4747 (OFFICE)
602-506-8780(FAX

Broker Name:

Company Name/Address:

Telephone #:
Fax #:
Mobile#:

Representing:

Telephone #:

Property Identification: FCD # FP012-EX

Assessor Parcel Nos.: 211-51-003D

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

BEFORE A SELLER OR BUYER ENTERS INTO A DISCUSSION WITH A REAL ESTATE BROKER OR BROKER'S SALESPERSON, THE SELLER OR THE BUYER SHOULD UNDERSTAND WHAT TYPE OF AGENCY RELATIONSHIP OR REPRESENTATION THEY HAVE WITH THE BROKER IN THE TRANSACTION. THE SELLER OR BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO INSURE THAT THE AGREEMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING TO THE TRANSACTION. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE A SELLER OR A BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTEREST.

I. Buyer's Broker: a broker other than the Seller's Broker can agree with the Buyer to act as the Broker for the Buyer only. In these situations, the Buyer's Broker is not representing the Seller, even if the Buyer's Broker is receiving compensation for the services rendered, either in full or in part, from the Seller or through the Seller's Broker. A Buyer's Broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's Broker. A Buyer's Broker has the following obligations:

To the Buyer:
The fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.

To the Buyer and Seller:
(a) Diligent exercise of reasonable skill and care in the performance of the Broker's duties
(b) A duty of honest and fair dealing.
(c) A duty to disclose all facts known to the Broker which materially and adversely affect the consideration to be paid for the property.

II. Seller's Broker: A Broker under a listing agreement with the Seller or as a subagent of the Seller acts as the Broker for the Seller only. A Seller's Broker has the following obligations:

To the Seller:
(a) The fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.

To the Buyer and Seller:
(a) Diligent exercise of reasonable skill and care in the performance of the Broker's Duties.
(b) A duty of honest and fair dealing.
(c) A duty to disclose all facts known to the Broker which materially and adversely affect the consideration to be paid for the property.

III. Broker Representing both Seller and Buyer (Limited Dual Representation): A Broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. The parties understand that:

(a) The Broker represents both the Buyer and the Seller with limitations of the duties owed to the Buyer and the Seller, such as:

(1) The Broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered;

(2) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve the Broker obligation to disclose all known facts which materially and adversely affect the consideration to be paid by any party.

(b) The Broker shall exercise reasonable skill and care in the performance of the Broker's duties.

(c) The Broker shall be obligated at all times to deal honestly and fairly with all parties.

ELECTION

Buyer Election (COMPLETE THIS SECTION ONLY IF YOU ARE A BUYER)

The undersigned elects to have the Broker (Check any that apply)

_____ Represent the Buyer as Buyer's Broker **(See Section One)**

_____ Represent the Seller as Seller's Broker **(See Section Two)**

_____ Show Buyer properties listed with Broker's firm. As a result, Buyer agrees that Broker shall act as agent for both buyer and Seller provided that the Seller consents to dual representation (See Section III). Buyer's and Seller's consent should be acknowledged in separate writing other than the purchase contract.

Seller Election (ONLY COMPLETE THIS SECTION IF YOU ARE THE SELLER)

The undersigned elects to have the Broker: (Check any that apply)

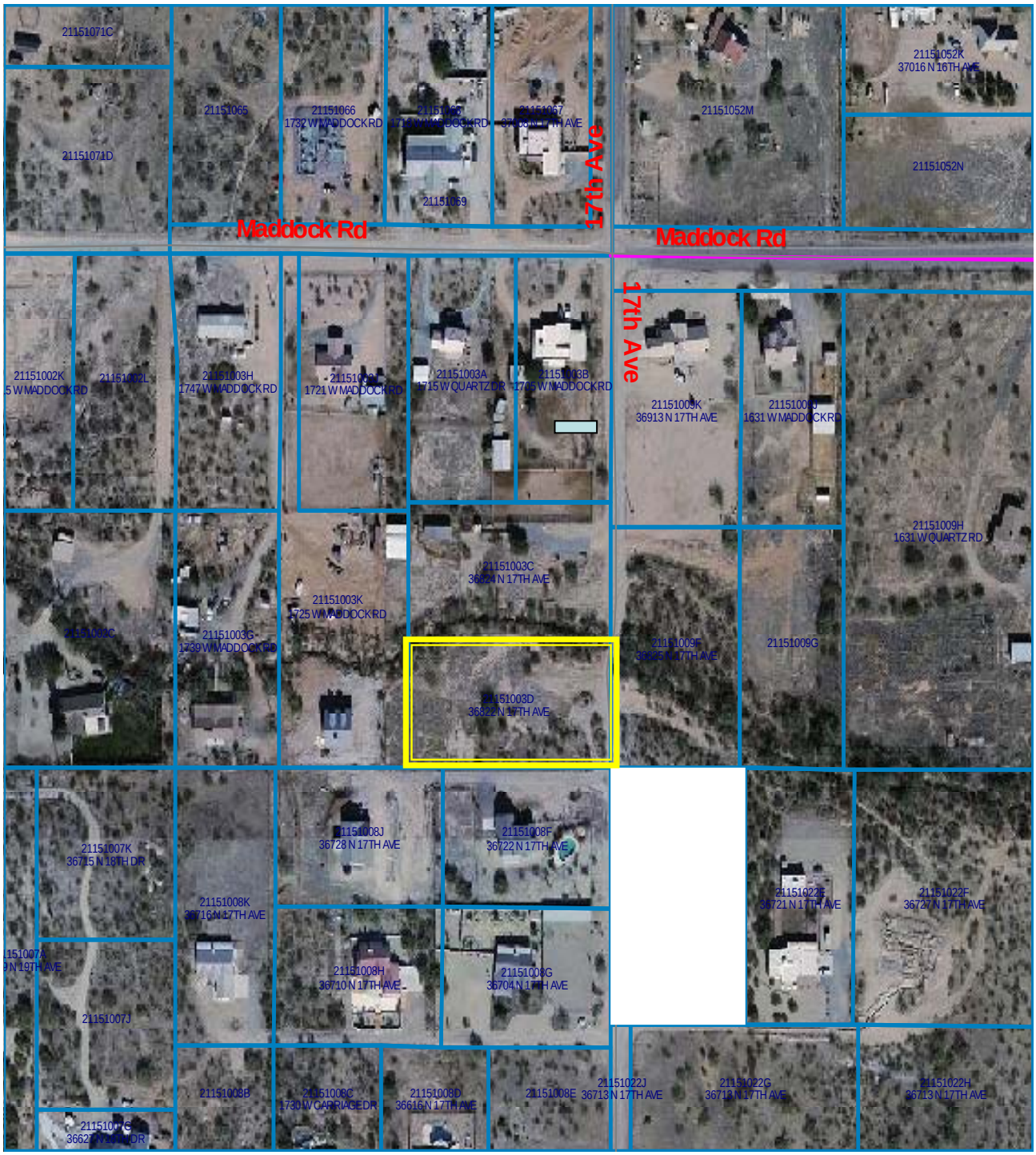
_____ Represent the Seller as Seller's Broker. **(See Section III)**

_____ Show Seller's property to buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the dual representation **(See Section III)**. Seller's and Buyer's consent should be acknowledged in a separate writing other than the purchase contract.

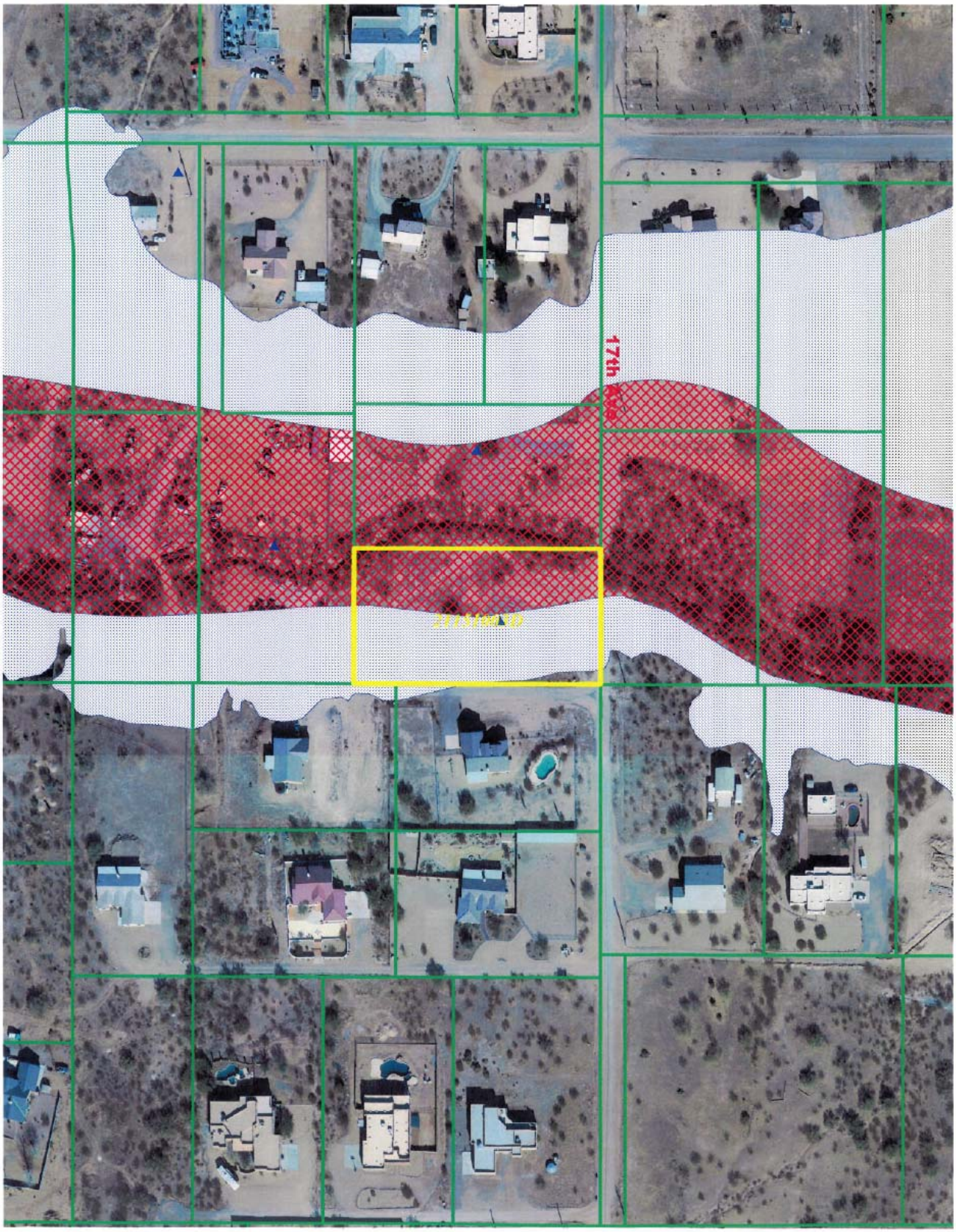
THE UNDERSIGNED BUYER(S) OR SELLER(S) ACKNOWLEDGE(S) RECEIPT OF A COPY OF THIS DOCUMENT.

Signed Date	Signed Date
Firm Name (Broker)	**Licensee's Signature**

Site Aerial


21151071C
21151071D
21151065
21151066
1732 W MADDOCK RD
21151069
Maddock Rd
17th Ave
21151052M
21151052K
37016 N 16TH AVE
21151052N
Maddock Rd
17th Ave
21151002K
21151002L
21151003H
1747 W MADDOCK RD
1721 W MADDOCK RD
21151003A
1715 W QUARTZ DR
21151003B
1705 W MADDOCK RD
21151009K
36913 N 17TH AVE
21151009J
1631 W MADDOCK RD
21151009H
1631 W QUARTZ RD
21151003C
36824 N 17TH AVE
21151003K
1725 W MADDOCK RD
21151003G
1739 W MADDOCK RD
21151009F
21151009G
21151003D
36822 N 17TH AVE
21151007K
36715 N 18TH DR
21151008J
36728 N 17TH AVE
21151008F
36722 N 17TH AVE
21151008K
36716 N 17TH AVE
21151022E
36721 N 17TH AVE
21151022F
36727 N 17TH AVE
21151008H
36710 N 17TH AVE
21151008G
36704 N 17TH AVE
21151007J
21151008B
21151008C
1730 W CARRIAGE DR
21151008D
36616 N 17TH AVE
21151008E
21151022J
36713 N 17TH AVE
21151022G
36713 N 17TH AVE
21151022H
36713 N 17TH AVE

Site Aerial With Floodway (Red) and Flood Plain(Light Blue)



FLOOD PLAIN DETERMINATION

FLOOD CONTROL DISTRICT

of Maricopa County

2801 W. Durango Street, Phoenix, Arizona 85009
Telephone (602) 506-1501 Fax (602) 372-6232

FLOOD HAZARD FLOOD INSURANCE RATE MAPS (FIRM) INFORMATION

Property Address: _____

City: _____ **State:** AZ **Zip:** 85 _____ **Parcel No.:** 211-51-003 D

Requested By: Flood Control district **Phone:** _____

Mailing Address: _____ **Fax No.:** _____

Select one (REQUIRED): ☐ **Vacant Land** ☑ **Existing Building**

The following is based upon the above property information:

FIRM Community Number: 040037 **Map Number:** 04013C

Panel Number: 0780 **Suffix:** H **Effective Date:** September 30, 2005

☐ Based upon the above information, the property's exact location cannot be made on the FIRM.

☐ The property is located in Flood Insurance Rate Map (FIRM) Zone _____. Zone B, C or X are outside the delineated 100 year floodplain. Flood insurance is available, but not required by the Federal Insurance Administration, for buildings concerned with a federally insured loan. Flood insurance is optional at the discretion of the owner or lending institution.

☐ The property is located in Flood Insurance Rate Map (FIRM) Zone D. Zone D is an area in which flood hazards are undetermined. Flood insurance is available, but not required by the Federal Insurance Administration, for buildings concerned with a federally insured loan. Flood insurance is optional at the discretion of the owner or lending institution.

☑ The property is wholly or partially within a Special Flood Hazard Area, FIRM Zone AE. Federal law requires flood insurance as a condition of federally insured mortgage or loan secured by buildings within a Special Flood Hazard Zone.

Base Flood Elevation, (AO Zone, use depth), if shown is _____ feet, NGVD.

If erosion setback is applicable, Level 1 erosion setback is: _____.

☑ Approximately 50% of this property lies within a delineated floodway. No development is permitted in a floodway.

This community participates in the National Flood Insurance Program - Regular. Check with your insurance carrier for premium discounts on flood insurance. The discounts vary depending on the community in which the property is located.

NOTE: The above flood hazard information is based on the property information furnished to us and the current Flood Insurance Rate Map for the area. The erosion setback is determined using the Flood Insurance Study maps. The District, the County or any officer or employee thereof do not warrant the accuracy of this information and are not responsible for any expense, losses or damage that may result from reliance on this information by the requestor or any third party.

John South CFM JOHN SOUTH — June 1, 2006

Floodplain Management — Date

602-506-4423

FCD 08/05

WELL WATER RIGHTS

WHEN RECORDED MAIL TO:

LAWYERS TITLE OF ARIZONA, INC.

354718 LB

2/3

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
96-0896913 12/26/96 04:35

CAPTION HEADING: Declaration of Water Rights + Well Agreement

Description: Maricopa,AZ Document-Year.DocID 1996.896913 Page: 1 of 5
Order: 88027866 Comment:

2801 West Durango Street Phoenix, Arizona 85009 Phone: 602-506-1501 Fax: 602-506-4601

DECLARATION OF WATER RIGHTS & WELL AGREEMENT

This declaration is made as of the date hereinafter set forth between David J Becker and Kristeen M. Becker, husband and wife, owner of a parcel of land hereinafter referred to as "Parcel D" and legally described as:

SEE ATTACHED PARCEL "D" LEGAL DESCRIPTION

Together the owners of the parcels A, B, C and D hereinafter referred to collectively as "The Parties", do hereby agree to the following in regard to the well, hereinafter referred to as "The Well" located on Parcel C:

1. Parcels A, B, C and D shall each have a 25% undivided interest in The Well located 335.60 feet from the North line and 180.74 feet from the East line; together with an easement for utilities located 330.60 feet from the North line thence 10 feet South running perpendicular to the North line of the following described property:

East 1/2 of the NE 1/4 of Lot 3, Section 31, Township 6 North, Range 3 East of the Gila and Salt River Base and Meridian, except all Uranium, Thorium or any other material which is or may be determined to be peculiarly essential to the production fo fissionable materials, whether or not of commerical value, as excepted in the patent from the United States of America.

2. The parties shall each have access to, and unlimited use of The Well and water produced therefrom provided that the water is used in a reasonable manner consistent with normal domestic water usage and all reasonable precautions are taken to limit consumption and conserve the water supply; provided, however, in the event that operational experience demonstrates that insufficient water can be produced from The Well to meet the normal domestic water usage on all parcels, then each parcel shall be entitled to first call on a percentage of the amount of water which can be safely withdrawn from The Well on a long term basis equal to their respective percentage ownership in The Well.

3. It is agreed between the parties that water obtained from this well cannot be made available to parcels other than A, B, C and D without the expressed written consent of all parties to this agreement. In addition, only single family residences together with their guest houses, barns, shops, garages and other similar buildings can be served with water from The Well without the expressed written consent of all parties to this agreement.

4. The parties shall each have unconditional physical access to The Well in addition to the land within a twenty foot radius of The Well for purposes of accessing The Well for installation, repair, service, etc.

Description: Maricopa,AZ Document-Year.DocID 1996.896913 Page: 2 of 5
Order: 88027866 Comment:

2801 West Durango Street Phoenix, Arizona 85009 Phone: 602-506-1501 Fax: 602-506-4601

electric bill. All other owners agree to pay to the designated party or parties their proportionate share of the montly electric bill.

10. All rights and obligations under the agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties. All rights and agreements run with the land and shall apply to any and all persons hereinafter acquiring any interest in "Parcels A, B, C and D".

11. If any provision of this agreement is declared void or unenforceable, such provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect; provided that such severance shall be without prejudice to the right of the party adversely affected thereby to obtain appropriate recompense and/or reformation as a consequence thereof; and provided further that the parties shall promptly and in good faith negotiate equitable adjustments to ensure that any party adversely affected by such severance is appropriately made whole for such adverse affect and that the mutual intent of the parties may be served.

12. The parties agree that the prevailing party in any legal action taken by one or all of the owners of "Parcels A, B, C and D" to enforce this agreement would be entitled to reimbursement for all costs and attorneys fees as awarded by the Court.

13. Each party hereto agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provision, intent and purpose of this agreement. Without limiting the generality of the foregoing, each party specifically agrees to cooperate in good faith in processing promptly any applications, permits or reports required by administrative agencies with jurisdiction over the Well and to take such action as may be necessary to remain the compliance with all legally enforceable regulations.

14. This agreement may not be modified, changed or rescinded except in writing, signed by the parties hereto or their respective heirs, assigns or successors.

Dated this 20 day of Dec, 1998.

Owner, Parcel A:

Michael Kenneth McGough

Owner, Parcel B:

T. Cleve and Susan A. Preston

Owner, Parcel C:

Charlton A. and Kathleen Wilson

Owner, Parcel D

David J. and Kristeen M. Becker

Description: Maricopa,AZ Document-Year.DocID 1996.896913 Page: 4 of 5
Order: 88027868 Comment:

2801 West Durango Street Phoenix, Arizona 85009 Phone: 602-506-1501 Fax: 602-506-4601

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

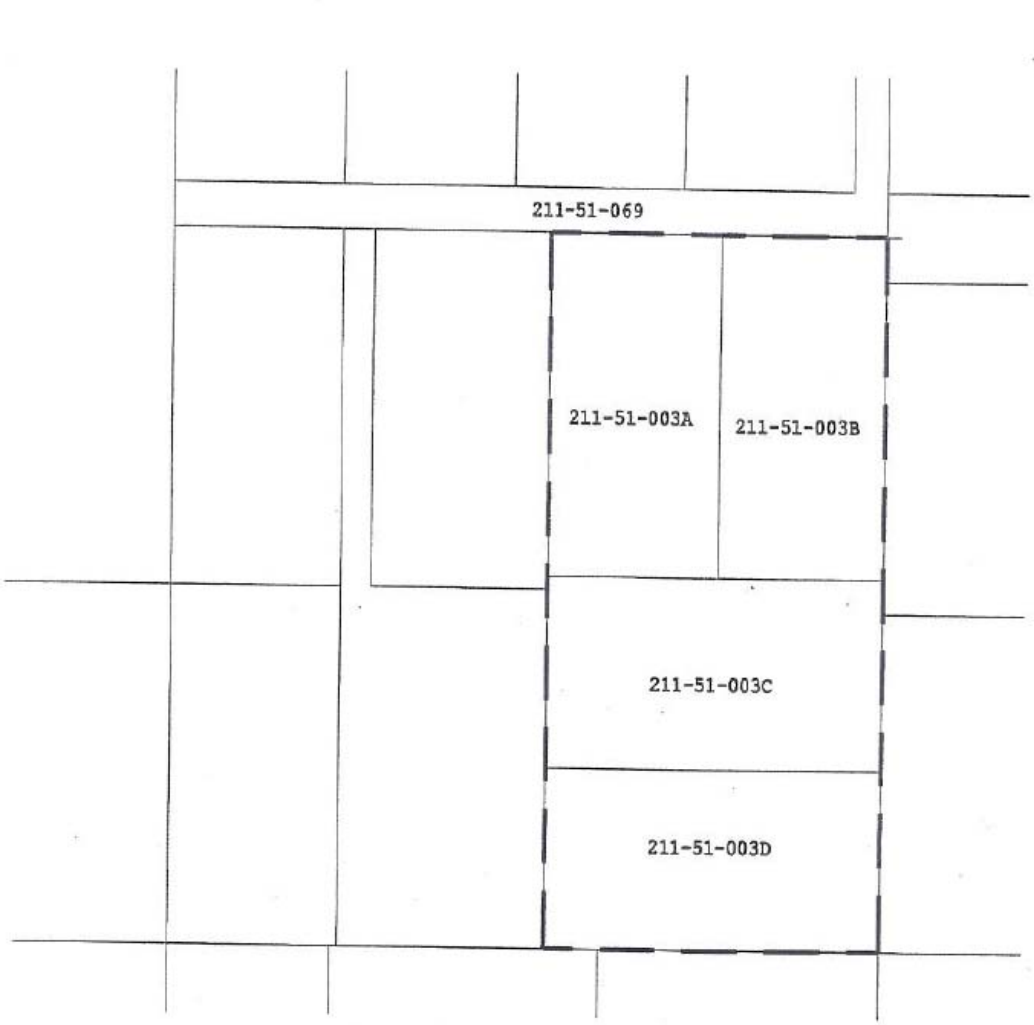
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20 DAY OF December 1996 BY:
David J Becker and Kristeen M Becker
MY COMMISSION EXPIRES:
4-19-97

OFFICIAL SEAL
LINDA BANOVAC
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires April 19, 1999

NOTARY PUBLIC

Description: Maricopa,AZ Document-Year.DocID 1996.896913 Page: 5 of 5
Order: 88027866 Comment:

2801 West Durango Street Phoenix, Arizona 85009 Phone: 602-506-1501 Fax: 602-506-4601



BOOK 211, MAP 51
PORTION OF THE E2 NE4
SECTION 31- T6N,R3E

FP-011 LEASE AGREEMENT (WELL SITE)

EXHIBIT

PARCEL LEGAL DESCRIPTION

20050555085

Parcel No. 211-51-003D
FLOOD PRONE PROPERTIES
Item No. FP012

EXHIBIT "A"

LEGAL DESCRIPTION FOR FEE SIMPLE

The South half of the South half of the East half of the Northeast quarter of lot 3, Section 31, Township 6 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT all uranium, thorium or any other material which is or may be deterinened to be peculiarly essential to the production of fissionable materials, wheter or not of commercial value, as excepted in the Patent from the United States of America.

SUBJECT to an easement for road purposes over and across the East 30 feet, as set forth in instrument recorded in Docket 1869, page 301.

The above-described parcel contains 1.222 Acres more or less.

Page 1 of 1

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22260
KENNETH W.
GREEN
Date Signed 2-2-00
ARIZONA, U.S.A.

FLOOD CONTROL DISTRICT of MARICOPA COUNTY		
Prelim: 1-25-2005	Chk:	Appr:
Rev:		
Maricopa County Public Works Land & R/W Division		

GRANTOR_____**DATE**_____

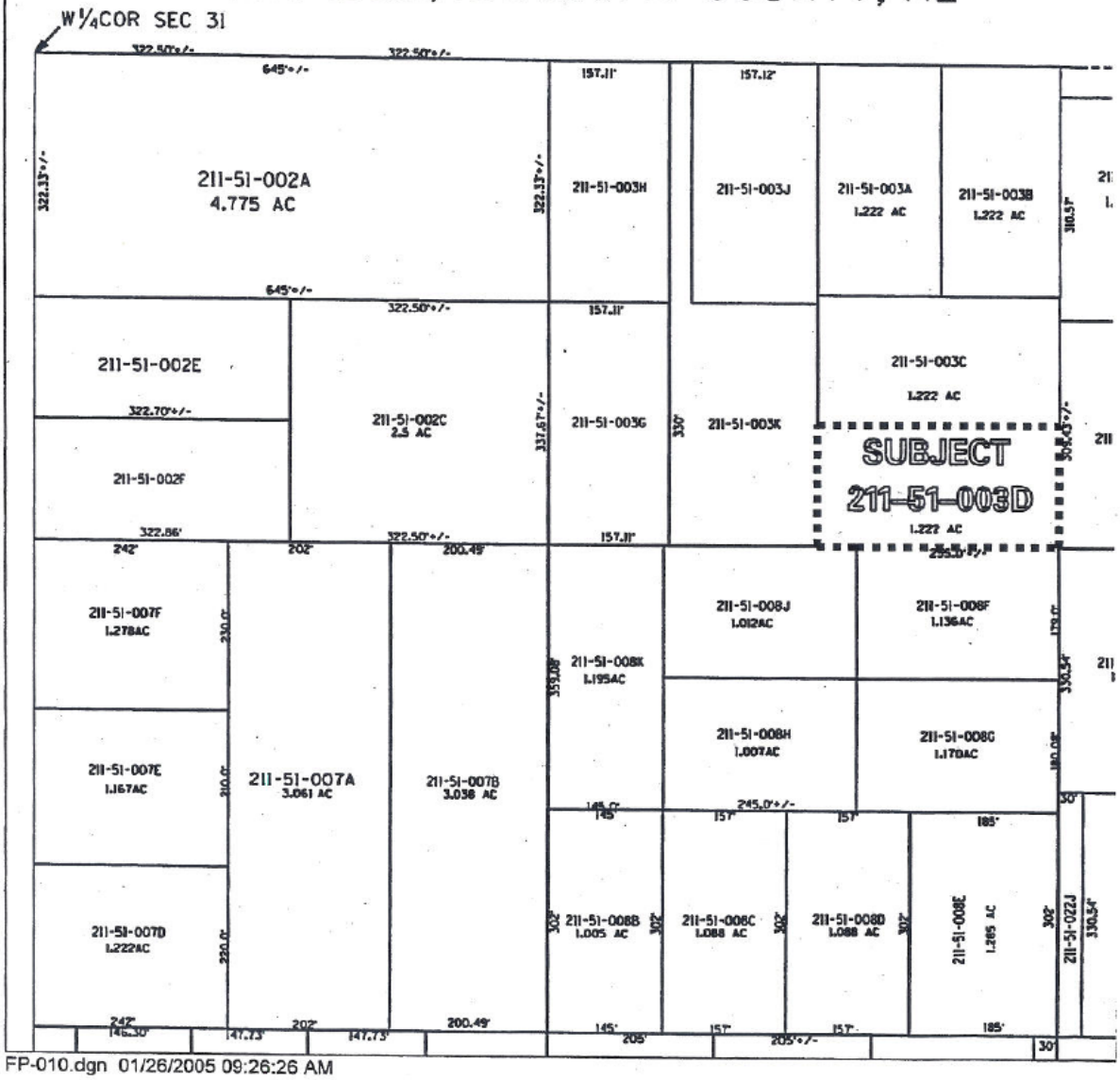
EXHIBIT "A"

Description: Maricopa,AZ Document-Year.DocID 2005.555085 Page: 4 of 5
Order: arky Comment:

PARCEL MAP

20050555085

PARCEL 211-51-003D LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, T6N, R3E OF THE G&SRB&M, MARICOPA COUNTY, AZ



Description: Maricopa,AZ Document-Year.DocID 2005.555085 Page: 5 of 5
Order: arky Comment:

When recorded mail to:

Inter-department mail to:
Property Management Branch (LLH)
Flood Control District of
Maricopa County
2801 W Durango
Phoenix, AZ 85009

Affidavit of Disclosure

Pursuant to A.R.S. §33-422

I, Larry L. Hendershot, Property Agent for the Flood Control District Of Maricopa County (seller(s)) being

duly sworn, hereby make this affidavit of disclosure relating to the real property situated in the unincorporated area of:

Maricopa County, State of Arizona, located at:

South of Maddock Road and 17th Avenue

and legally described as:

(Legal description attached hereto as exhibit "A") (property).

1. There is legal access to the property, as defined in A.R.S. § 11-809.

Explain: _____

_____

_____

2. There is physical access to the property.

Explain: _____

_____

_____

3. There is not a statement from a licensed surveyor or engineer available stating whether the property has physical access that is traversable by a two-wheel drive passenger motor vehicle.

4. The legal and physical access to the property is the same.

Explain: _____

_____

_____

If access to the parcel is not traversable by emergency vehicles, the county and emergency service providers may not be held liable for any damages resulting from the inability to traverse the access to provide needed services.

5. The road(s) is publicly maintained. If applicable, there (is (is not....a recorded road maintenance agreement.

If the roads are not publicly maintained, it is the responsibility of the property owner(s) to maintain the roads and roads that are not improved to county standards and accepted for maintenance are not the county's responsibility.

6. A portion or all of the property is located in a FEMA designated regulatory floodplain. If the property is in a floodplain, it may be subject to floodplain regulation.

7. The following services are currently provided to the property: Shared well.

8. The property is served by a shared well. If served by a shared well, the shared well is not.a public water system, as defined by the safe drinking water act (42 United States Code § 300f).

9. The property does not have an on-site wastewater treatment facility (i.e., standard septic or alternative system to treat and dispose of wastewater). The property will require installation of an on-site wastewater treatment facility.

10. It is unknown if the property has been subject to a percolation test. The in ground septic system was removed in the past year.

11. The property does meet the minimum applicable county zoning requirements of the applicable zoning designation.

12. The sale of the property does meet the requirements of A.R.S. § 11-809 regarding land divisions. If those requirements are not met, the property owner may not be able to obtain a building permit. The seller or property owner shall disclose each of the deficiencies to the buyer.

Explain: _____

_____

_____

This affidavit of disclosure supersedes any previously recorded affidavit of disclosure.

I certify under penalty of perjury that the information contained in this affidavit is true, complete and correct according to my best belief and knowledge.

Dated this 15th day of 2006 by:

Seller's name (print): Larry L. Hendershot Signature: _____

Seller's name (print): _____ Signature: _____

State of Arizona)

) ss.

County of Maricopa)

Subscribed and sworn before me this 15th Day of 2006, by Larry L. Hendershot, Property Agent for the Flood Control District of Maricopa County.

_____

Notary public

My commission expires:

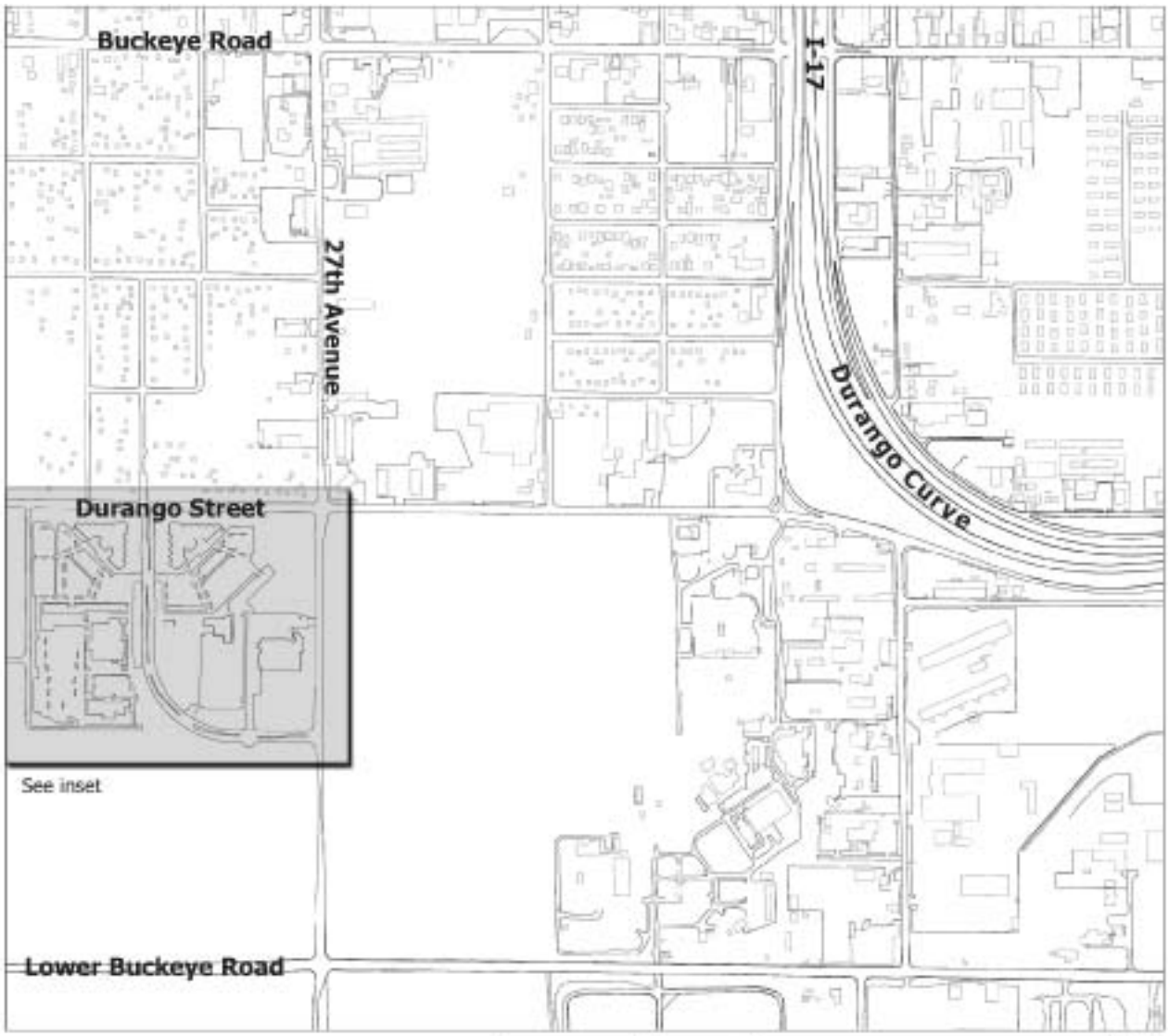
(date)

Buyer(s) hereby acknowledges receipt of a copy of this affidavit of disclosure this (date) day of (year)

Buyer's name (print): _____ Signature: _____

Buyer's name (print): _____ Signature: _____

G. For the purposes of this section, seller and subsequent seller do not include a trustee of a deed of trust who is selling property by a trustee's sale pursuant to title 33, chapter 6.1, any officer who is selling property by execution sale pursuant to title 12, chapter 9 and title 33, chapter 6. When seller is a trustee of a subdivision trust as defined in section 6-801 the disclosure affidavit required by this section shall be provided by the beneficiary of the subdivision trust.



Maricopa County Durango Offices

Department of Transportation (MCDOT)

2901 West Durango Street
(602) 506-8600

Flood Control District

of Maricopa County **(FCDMC)**

2801 West Durango Street
(602) 506-1501