

EXHIBIT "A"



SCALE 1" = 100'

Florence Boulevard

CROSS ACCESS  
EASEMENT

Pearl Road

SKETCH TO ACCOMPANY A LEGAL  
DESCRIPTION IN MOELLER-SELLER'S  
UNIT NO. 1, CABINET 3, SLIDE 4, IN  
SECTION 28, T6S, R6E, GILA AND  
SALT RIVER MERIDIAN, CASA GRANDE,  
PINAL COUNTY, ARIZONA.



BRUCE SMALL SURVEYS, INC.  
3040 N. CONESTOGA AVE.  
TUCSON AZ 85749-9332  
VOICE: (520) 444-7186  
FAX: (520) 760-8346  
E-MAIL: BRUCE.SMALL@COX.NET

EXHIBIT "B"

December 6, 2005

Description of Cross Access Easement.

A part of MOELLER-SELLER'S UNIT NO. 1, Cabinet 3, Slide 4, in Section 28, Township 6 South, Range 6 East, Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the brass cap in a handwell monumenting the centerlines of Florence Boulevard and Peart Road per the MOELLER-SELLER'S UNIT NO. 1. which is N 89°55'33" W 69.71 feet from the brass cap in a handwell monumenting the Northeast corner of said Section 28;

THENCE N 89°55'33" W along the North line of Section 28 a distance of 330.00 feet;

THENCE S 00°16'39" W parallel with the East line of MOELLER-SELLER'S UNIT NO. 1 a distance of 50.00 feet to the POINT OF BEGINNING on the South right-of-way line of Florence Boulevard per Docket 507 at Page 381;

THENCE continue S 00°16'39" W 70.00 feet to a line 70.00 feet South of and parallel with said South right-of-way line;

THENCE S 89°55'33" E along said parallel line a distance of 40.00 feet;

THENCE N 00°16'39" E 70.00 feet to said South right-of-way line;

THENCE N 89°55'33" W along said South right-of-way line a distance of 40.00 feet to the POINT OF BEGINNING.

Containing 0.0643 acres or 2,800 square feet, more or less.

Prepared by:

Bruce Small





When recorded, mail to:

IRWIN SATTINGER  
P.O. Box 50584  
TUCSON AZ 85703

DATE/TIME: 01/04/06 1559  
FEE: \$14.00  
PAGES: 5  
FEE NUMBER: 2006-001909

## EASEMENT FOR INGRESS AND EGRESS

This Easement, granted this 3 day of ~~December~~, <sup>JANUARY</sup> 2006, by Pearl Plaza, LLC ("Grantor") to Harold D. Pottebaum, successor trustee of The Ala J. Wilkinson Revocable Trust, dated 8/16/1988 ("Grantee").

### RECITALS:

- A. The parties own real property described on Exhibit "A".
- B. Grantor purchased its property from Grantee and, in connection with that purchase, agreed to provide an easement over Grantor's property, for ingress and egress from Florence Blvd. to Grantee's property.
- C. The parties want to memorialize their agreements concerning the easement in writing.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties declare, grant, convey and establish a perpetual, non-exclusive easement ("Easement"), as follows:

1. Location of Easement. The Easement is described on Exhibit "B".
2. Use of Easement. The Easement may be used by Grantee and its invitees, tenants, servants and licensees for ingress and egress to Grantee's property. Grantee's use of the Easement shall be non-exclusive.
3. No Interference with Easement. No party shall have a right to place or maintain any obstruction within the Easement.
4. Development, Maintenance and Other Costs. Grantor shall be totally and completely responsible for the cost of construction of the pavement over the easement, which work will be done in conjunction with the development of Grantor's property. "Complete cost of construction" shall include, and not be limited to, the payment of all permits and fees, architectural and engineering charges and labor and material. The parties will jointly share the cost of any maintenance or repairs on the easement. Costs shall be shared by dividing any costs associated with the

maintenance of the easement equally. If charges for maintenance or repair of the easement are an element of a larger charge, incurred by Grantor, for maintenance or repair of its property, and the maintenance or repairs include the easement, charges shall be divided equally, after prorating total charges, on a per square foot basis, over the entirety of Grantor's property. Anything to the contrary notwithstanding, Grantor shall be responsible, exclusively, for property taxes and insurance on the easement.

- 5. Superior Interest; Survival. The parties acknowledge that, by creation of the Easement, they intend that the Easement be superior and paramount to the rights of any party, or any successor or assign to any party, and that the Easement exist as a covenant running with all of the land described in Exhibit "A" <sup>B+C</sup> *Handwritten initials*
- 6. Authority. The individuals executing this agreement represent, to one another, that they are competent, over the age of majority, and that they have authority to enter into this agreement. The individual executing this agreement for Camp represents that she has been authorized by Camp to execute this agreement.

DATED: ~~December~~ <sup>January</sup> 3, ~~2005~~ <sup>2006</sup> *Handwritten initials*

GRANTOR:

PEART PLAZA, LLC

By: *Irwin Sattinger*  
Irwin Sattinger, Manager

GRANTEE:

THE ALA J. WILKINSON TRUST

By: *Harold D. Pottebaum*  
Harold D. Pottebaum, Successor  
Trustee

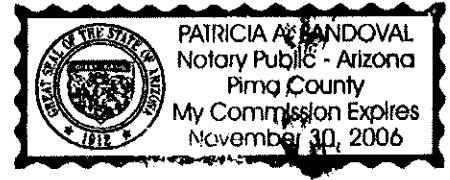
STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this 3 day of ~~December, 2005~~ <sup>January, 2006</sup>, by Irwin Sattinger, Manager of Peart Plaza, LLC.

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

*Patricia A. Sandoval*  
Notary Public

My Commission Expires:  
Nov 30, 2006



STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF PIMA     )

JANUARY  
2006  
PS

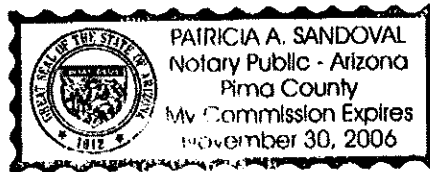
The foregoing instrument was acknowledged before me this 3 day of ~~December, 2005~~, by Harold D. Pottebaum, Successor Trustee of The Ala J. Wilkinson, dated 8/16/1988.

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

Patricia A. Sandoval  
Notary Public

My Commission Expires:

Nov. 30, 2006



RECORDING REQUESTED BY  
Title Security Agency of Pinal County, LLC  
AND WHEN RECORDED MAIL TO:

PAUL OLLERTON

POB 11210  
Casa Grande, AZ  
85230

ESCROW NO.: 01003686 - 010 - LS



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYTLÉ

DATE/TIME: 07/01/08 0943  
FEE: \$14.00  
PAGES: 2  
FEE NUMBER: 2008-062124

Exempt Per ARS 11-1134 B3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUIT CLAIM DEED**

For consideration of Ten Dollars, and other valuable considerations, I or we,  
Karen Geldmacher, an unmarried woman who acquired title as Karen Ollerton  
hereby quit-claim to  
Paul Ollerton, an unmarried man  
all right, title or interest in the following real property situated in Pinal County, State of ARIZONA:

See Exhibit A attached hereto and made a part hereof.

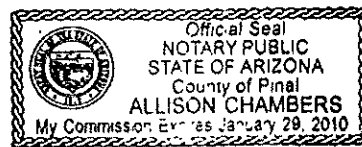
Dated this 6-30-08

Karen Geldmacher  
Karen Geldmacher

State of ARIZONA )ss:  
County of Pinal

On 6/30/08, before me,  
The undersigned  
a Notary Public in and for said County and State, personally  
appeared Karen Geldmacher  
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

FOR NOTARY SEAL OR STAMP



WITNESS my hand and official seal  
Signature Allison Chambers

**Exhibit A**

**Parcel 1**

**A parcel of land lying in and being a part of the North half of the Northeast quarter of the Northeast quarter of Section 28, Township 6 South, Range 6 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:**

**COMMENCING at the Northeast corner of said Section 28;**

**THENCE South 89 degrees 58 minutes 18 seconds West, a distance of 69.70 feet to the Northeast corner of MOELLER-SELLER Unit 1 (3-4 and Book 1 of Surveys, Page 12);**

**THENCE continue South 89 degrees 58 minutes 18 seconds West, a distance of 710.00 feet;**

**THENCE South 00 degrees 10 minutes 25 seconds West, a distance of 50.00 feet to the TRUE POINT OF BEGINNING;**

**THENCE North 89 degrees 58 minutes 18 seconds East, a distance of 380.00 feet;**

**THENCE South 00 degrees 10 minutes 25 seconds West, a distance of 400.00 feet;**

**THENCE South 89 degrees 58 minutes 18 seconds West, a distance of 380.00 feet;**

**THENCE North 00 degrees 10 minutes 25 seconds East, a distance of 400.00 feet to the TRUE POINT OF BEGINNING.**

**EXCEPTING THEREFROM the West 25 feet of the subject property.**

**Parcel 2**

**An easement for ingress and egress over that portion of land described in instrument recorded in Instrument No. 2006-001909.**