Pioneer Title Agency, Inc.
"Commitment to Service"
812 E Ash Street P.O. Box 1293, Globe, AZ 85502
Phone: (928) 425-7119 • Fax: (928) 425-5057

August 29, 2011

GILA COUNTY
ATTN: SHANNON COONS
1400 EAST ASH STREET
GLOBE, AZ 85501

Escrow No. 00406370-PSV
Re: JACK IN THE BOX INC/GILA COUNTY
1402 EAST ASH STREET
GLOBE, AZ 85501

In connection with your escrow, **2 SETS** of the following documents are enclosed. Please review them carefully. **If they meet with your approval, please sign them in exactly the same manner in which they have been drawn and have your signatures acknowledged by a Notary Public on those documents where it is required.** Please return documents as soon as possible.

FOR SIGNATURE ONLY:

☑ Pre-Audit Agreement with Pre-Audit Closing Statement and Addendum to HUD
☑ Supplement to Escrow Instructions
☑ Escrow Instructions with Legal Description Verification
☑ Acknowledgment of Contact Contingency Removal
☑ Receipt for Commitment
☑ Legal Description Approval to be attached to Special Warranty Deed for recording

NECESSARY TO CLOSE:

☑ PLEASE SUBMIT A CERTIFIED COPY OF RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY AUTHORIZING EXECUTION AND DELIVERY OF ALL INSTRUMENTS NECESSRY TO CONSUMATE THIS TRANSCATION.

☑ Upon receipt of the properly executed documents, together with a cashier's check made payable to Pioneer Title Agency, Inc. in the amount of $**18,815.00**, we will be in a position to proceed with the close of your escrow. Your prompt attention is therefore appreciated.

Please contact the undersigned with any questions or concerns.

Peggy Valencia
Escrow Officer

enc:pv

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PRE-AUDIT/ ESTIMATED HUD SETTLEMENT STATEMENT AGREEMENT

TO: **Pioneer Title Agency, Inc.**
RE: Escrow No.: Escrow No.: **00406370-PSV**
DATE: **January 3, 2011**

It is agreed by the undersigned that the attached Pre-Audit/ Estimated HUD Settlement Statement, is an approximation only. That there may be changes in the escrow closing that occur, or that there maybe other unforeseen contingencies that arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of the account at the close of escrow.

Our signatures hereon designate our full approval thereof.

Each of the undersigned states that he has read the foregoing amended instructions and understands and agrees to them.

SELLER:

JACK IN THE BOX INC, a Delaware corporation

By: MICHAEL J. SNIDER
Its: ASSISTANT SECRETARY

BUYER:

GILA COUNTY, a BODY POLITIC

MICHAEL A. PASTOR, Chairman of the Board

ATTEST:

By: Marion Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM:

By: Brian B. Chambers
Title: Chief Deputy County Attorney for Daisy Flores, Gila County Attorney

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

Pioneer Title Agency, Inc.
812 E Ash Street
P.O. Box 1293
Globe, AZ 85502

PRE-AUDIT figures are subject to change

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

OMB No. 2502-0265

6. ESCROW FILE NUMBER: 00406370-007 PSV

7. LOAN NUMBER:

8. MORTGAGE INSURANCE CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. *Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME OF BORROWER: GILA COUNTY

ADDRESS OF BORROWER: ATTN: SHANNON COONS, 1400 EAST ASH STREET
GLOBE, AZ 85501

E. NAME OF SELLER: JACK IN THE BOX INC, a Delaware corporation

ADDRESS OF SELLER: Zachary W Blair JD Real Estate Legal Dept, 9330 BALBOA
SAN DIEGO, CA 92123

F. NAME OF LENDER:

ADDRESS OF LENDER: ,

G. PROPERTY LOCATION: 1402 EAST ASH STREET,
GLOBE, AZ 85501
Gila 205-14-035E
METES & BOUNDS

H. SETTLEMENT AGENT: Pioneer Title Agency, Inc.
PLACE OF SETTLEMENT: 812 E Ash Street, P.O. Box 1293, Globe, AZ 85502

I. SETTLEMENT DATE: 09/15/2011 PRORATION DATE: FUNDING DATE:

DISBURSE DATE

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower:		**400. Gross Amount Due To Seller:**	
101. Contract Sales Price	18,000.00	401. Contract Sales Price	18,000.00
103. Settlement charges to Borrower (line 1400)	815.00	403.	
120. Gross Amount Due from borrower:	18,815.00	420. Gross Amount Due to Seller	18,000.00
200. Amounts Paid by or in behalf of Borrower:		**500. Reductions In Amount Due To Seller:**	
202.		502. Settlement charges to Seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
205.		505. Payoff of second mortgage loan	
220. Total Paid By/For Borrower	0.00	520. Total Reductions In Amount Due Seller	0.00
300. Cash at Settlement from/to Borrower:		**600. Cash at Settlement to/from Seller:**	
301. Gross amount due from Borrower (line 120)	18,815.00	601. Gross amount due to Seller (line 420)	18,000.00
302. Less amount paid by/for Borrower (line 220)	0.00	602. Less reductions in amount due Seller (line 520)	0.00
303. Cash FROM Borrower:	18,815.00	603. Cash TO Seller:	18,000.00

INITIALS: _____ _____

L. SETTLEMENT CHARGES:

	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Broker's Commission:		
700. Total Sales/Broker's Commission:		
Based on Price $18,000.00 @ % = 0.00		
Division of Commission (line 700) follows:		
701. $ 0.00 to		
702. $ 0.00 to		
$ 0.00 to FSBO		
703. Commission paid at settlement		
704.		
705.		
706.		
707.		
708.		
800. Items Payable In Connection With Loan:		
900. Items Required By Lender To Be Paid In Advance:		
1000. Reserves Deposited With Lender:		
1002. Mortgage Insurance		
1008. Aggregate Adjustment months @$	0.00	
1100. Title Charges:		
1101. Settlement or closing fee to Pioneer Title Agency, Inc.	290.00	
1109. Lender's coverage $ 0.00 to Pioneer Title Agency, Inc.		
1110. Owner's coverage $ 18,000.00 to Pioneer Title Agency, Inc.	400.00	
1115. Courier to Pioneer Title Agency, Inc.	50.00	
1200. Government Recording and Transfer Charges		
1201. Recording Fees: Deed$ 25.00 Mortgage $ Release $ 50.00	75.00	
1300. Additional Settlement Charges:		
1303. 2010 TAXES to GILA COUNTY TREASURER *(Seller $841.30 POC)*		
1400. Total Settlement Charges (Enter on line 103,Section J -and- line 502, Section K)	815.00	0.00

INITIALS: _____ _____

ADDENDUM TO SETTLEMENT STATEMENT (HUD-1)

00406370

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Sellers:

JACK IN THE BOX INC, a Delaware corporation

By: MICHAEL J. SNIDER
Its: ASSISTANT SECRETARY

Buyers:

GILA COUNTY, a BODY POLITIC

MICHAEL A. PASTOR, Chairman of the Board

ATTEST

By:
Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

By:
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Peggy Valencia, Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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Phone: (928) 425-7119 • Fax: (928) 425-5057

SUPPLEMENT TO ESCROW INSTRUCTIONS/PURCHASE CONTRACT

TO: **Pioneer Title Agency, Inc.**
RE: Escrow No.: **00406370-PSV**
DATE: **August 26, 2011**

Previous Instructions given you and contained in the Escrow Instructions/Purchase Contract are hereby amended in the following particulars only:

The undersigned Buyer hereby acknowledges Seller's refusal to sign the following documents:

Escrow Instructions with Legal Description Approval
Acknowledgment of Contract Contingency Removal

However, the Seller has provided written instruction to Pioneer Title authorizing recordation of the Deed prepared in escrow, upon payment of $18,000.00 to Seller.

Absent Seller's signature on the above referenced documents, Pioneer Title Agency, Inc. is hereby authorized and directed to proceed with the closing of the above numbered escrow, upon the signing of this instruction.

Our signatures hereon designate our full approval thereof.

Each of the undersigned states that he/she has read the foregoing amended instructions and understands and agrees to them. The undersigned also acknowledges receipt of a copy of these amended instructions.

GILA COUNTY, a BODY POLITIC

_____
MICHAEL A. PASTOR, Chairman of the Board

ATTEST

By:_____
Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM:

By: _____
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

ESCROW INSTRUCTIONS TO: **Pioneer Title Agency, Inc.**

812 E Ash Street
Globe, AZ 85502
(928) 425-7119

Escrow No: 00406370-PSV Date: January 3, 2011 Escrow Officer: Peggy Valencia

JACK IN THE BOX INC, a Delaware corporation, , formerly known as FOODMAKER, INC.

(herein called Seller) whose address is 9330 BALBOA AVENUE, SAN DIEGO, CA 92123 Phone (858) 571-2677

GILA COUNTY, a BODY POLITIC

(herein called Buyer) whose address is 1400 EAST ASH STREET, GLOBE, AZ 85501 Phone (928) 402-8521
hereby employ Pioneer Title Agency, Inc. to act as Escrow Agent in connection with a sale of the following described property situated in Gila County, Arizona, by Seller to Buyer upon the following terms and conditions, which shall be complied with by said parties on ***OR BEFORE*** September 15, 2011 ("Close of Escrow"), except as otherwise specified herein.

SEE EXHIBIT 'A' AND EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

which Seller represents to be: **Vacant Land, 1402 EAST ASH STREET, GLOBE, AZ 85501**
Tax Parcel No. **205-14-035E & 205-14-035C-ptn**

SALES PRICE to be paid by Buyer	$ 18,000.00
which is represented by: EARNEST MONEY TO BE DEPOSITED IN ESCROW	$
CASH PAYMENT TO BE DEPOSITED IN ESCROW	$
BALANCE OF	$ 18,000.00

Evidenced by CASH at close of escrow.
TO BE IN THE FORM OF CERTIFIED FUNDS MADE PAYABLE TO PIONEER TITLE AGENCY, INC.

Items Marked With "X" Are The Obligations Each Party Will Pay.	SELLER	BUYER
TAXES 2010 And Prior	X	
2011 And Future		X
Prorate To * ***NO 2011 TAX PRORATIONS***		
RECORDING FEES:		
Deed		X
Encumbrance		
Agreement		
Release of Encumbrance		X
Affidavit of Value		
Other: Substitution of Trustee		X
ESCROW FEES		X
OWNER'S TITLE INSURANCE POLICY		X

SEE PAGE 2 FOR BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS, IF ANY, FOLLOWED BY TERMS AND CONDITIONS OF ESCROW.

These Escrow Instructions contain Buyer and Seller Additional Sale Terms and Conditions, if applicable, along with 31 paragraphs of Terms and Conditions of Escrow, exclusive of any addenda, supplements or attachments. Please ensure that you have received and read all paragraphs of these Escrow Instructions, as well as any addenda, supplements or attachments.

BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS

Seller and Buyer agree as follows:

Seller and Buyer agree that these instructions are the only written agreement for the sale and purchase of the real property described herein, and shall constitute a binding and enforceable contract. Seller and Buyer shall each have the right of specific enforcement in the event of a default hereunder; however, nothing herein shall be construed to alter or adversely affect any of the rights of the Escrow Agent and/or Title Insurer hereunder.

Seller and Buyer acknowledge they are fully responsible for providing Escrow Agent with the terms and conditions of this transaction. Seller and Buyer are NOT relying on Pioneer Title Agency, Inc. in any way, and by signature of these Escrow Instructions, evidence that Escrow Agent has not advised them as to said terms and conditions. Should either Seller or Buyer require advice on the subject escrow, Pioneer Title Agency, Inc. recommends they contact their legal counsel and/or tax accountant.

All parties acknowledge that Escrow Agent makes no representations either orally or through these written Escrow Instructions as to the legal effect of the described transaction contained herein under all applicable laws, including, but not limited to, tax law, contract law or principals of law affecting the rights and responsibilities of the parties hereto. By execution of these instructions, all parties acknowledge they have been given sufficient opportunities to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.

It is understood and agreed that the within described property is being sold and purchased in "AS IS" condition, no warranties expressed or implied, a matter for which the Escrow Agent need not be concerned.

Seller shall convey title by Special Warranty Deed.

TERMS AND CONDITIONS OF ESCROW

Seller and Buyer further agree as follows:

DEPOSIT/DISBURSAL OF DOCUMENTS AND FUNDS:

1. Deposit of Documents and Funds.

(a) They will deposit with Escrow Agent the necessary documents and funds to complete this transaction. Except for the earnest money deposit, all funds required hereunder shall be deposited into escrow prior to closing in the form of a cashier's check or wired funds. All foreign funds must be wire transferred in the form of U.S. Dollars.

(b) Buyer has deposited in escrow the sum of $0.00 as earnest money, which shall apply towards the purchase price at close of escrow.

(c) All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.

2. Disbursement of Funds. Escrow Agent is authorized to pay, from funds deposited and held for said purpose, all amounts necessary to procure the documents and pay the charges and obligations necessary to consummate this transaction. The balance of the proceeds, if any, is to be paid to Seller(s) as their interest(s) may appear. Escrow Agent has no obligation to disburse any funds deposited by check/draft until advised by the bank that the check/draft has been honored. In the event any check/draft given by, or on behalf of, a party is subsequently dishonored, the party receiving the funds agrees to refund any remittance made to that party by Escrow Agent.

3. Completion, Recording and Delivery of Documents.

(a) Escrow Agent is authorized to execute and record on the parties' behalf the Affidavit of Real Property Value using the total consideration for the established value.

(b) Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

(c) When these instructions have been complied with, the necessary funds have been deposited and the underwriter is willing to issue its title insurance policy(ies), Escrow Agent shall deliver to the proper person/entity, or file/record in the appropriate public office, all documents required to be delivered, filed or recorded to consummate this transaction.

PRORATIONS AND CHARGES

4. Buyer and Seller, herein acknowledge agree that there shall be ***no*** proration of 2011 Taxes.

The amount of any assessment or fee that is a lien at close of escrow shall be paid: In full by Seller.

Any assessment or fee that becomes a lien after close of escrow shall be Buyer's responsibility. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax/assessment bill will be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 30-day month unless otherwise instructed.

5. Rents. Any rents are to be prorated based on a rent statement to be provided to Escrow Agent by Seller and approved by Buyer prior to close of escrow. Any security deposits will be charged to Seller and credited to Buyer.

6. Escrow Charges. Except in the case of VA or FHA loans, or as otherwise agreed between the parties, escrow charges will be allocated between Seller and Buyer as follows:

a. To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, or any other person/ entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received on Buyer's behalf or as directed by Buyer.

b. To be charged to Seller: Recording fees for Affidavits of Disclosure, Affidavits of Property Value, releases and other documents needed to clear title; courier/express mail charges for documents or payments sent to Seller or Seller's lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by Seller.

c. Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

d. In the case of a VA or FHA loan, charges will be allocated according to VA or FHA requirements.

7. Unclaimed Funds Charges.

A. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a $25.00 charge will be assessed by Escrow Agent for re-issuance of the check.

B. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent will deduct a charge of $25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event five (5) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

C. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of $25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

PAYOFF/LENDER/INSURANCE REQUIREMENTS

8. Payoff Statements. Escrow Agent is authorized to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.

9. Lender Requirements. If Buyer is obtaining a new loan, Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required to complete this transaction.

10. Homeowner/Fire/Hazard ("Homeowner's") Insurance will be provided as follows:

☑ **N/A- vacant land**

TITLE AND ESCROW

11. Escrow Instructions. Escrow Agent shall have no responsibility in connection with these Escrow Instructions until such time as they have been executed by Seller and Buyer and deposited with Escrow Agent. Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party delivering such instruction, demand or notice.

12. Indemnification/Hold Harmless. Seller and Buyer relieve Escrow Agent of any liability for any errors or omissions by the Seller or Buyer as to statements furnished hereunder, representations made and/or the condition of the property. Seller and Buyer further agree to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain in connection with this transaction, except as caused by the negligence or willful misconduct of Escrow Agent.

13. Title. Seller shall convey title by special warranty deed. Buyer will take title as determined before close of escrow. As the manner of taking title may have significant legal, estate planning and tax consequences, Buyer may wish to obtain legal and/or tax advice prior to making this determination.

14. Title Insurance. Unless otherwise specified in writing by the parties Buyer shall be provided, an ALTA Homeowner's Title Policy or, if not available, an ALTA Residential Title Insurance Policy or, if not available, a Standard Coverage form of title insurance policy issued by Old Republic National Title Insurance Company. The title insurance provided for herein shall be subject to the conditions of, and evidenced by the commitment for, title insurance issued by said underwriter. Buyer should examine the commitment carefully for coverages provided and make its own investigation of matters related to the real property if not covered therein and considered material to Buyer.

CANCELLATION/RESIGNATION/DISPUTES

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer at least five (5) days prior to the effective date of resignation. Unless otherwise specified in writing by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with Paragraph 13; the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

17. Cancellation. Unless otherwise specified in writing by the parties, any party who wishes to cancel this escrow because of any material breach by the other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this escrow by delivering written notice of cancellation to either the breaching party or the Escrow Agent stating the nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Agent.

18. Release of Earnest Money. Escrow Agent is authorized, in the event of a dispute between Seller and Buyer regarding the earnest money deposited with Escrow Agent, to release the earnest money pursuant to the terms and conditions of these Escrow Instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of the earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment or expense, including costs and attorney's fees, arising from or relating in any way to the release of the earnest money.

EXCLUDED MATTERS/PERSONAL PROPERTY

19. Personal Property. The following personal property is to be transferred as part of this transaction: NONE.

The undersigned understand that Escrow Agent assumes no liability for the transfer of personal property. Accordingly, Seller will be responsible to provide Escrow Agent with a bill of sale for the described items for delivery to Buyer at close of escrow. Escrow Agent assumes no liability as to the sufficiency of the bill of sale or the physical condition or legal status of the personal property. To enable Escrow Agent to complete the Affidavit of Value and determine the amount of title insurance coverage for the real property, however, the parties agree that the value of the personal property so transferred is $0.00.

20. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: possession of the real or personal property; transfer or payment of utilities

(including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in Paragraph 10); payment of personal property taxes (other than for unaffixed mobile homes); and treatment of wood infestation.

MISCELLANEOUS

21. Real Estate Commissions. The parties represent there are no Broker(s) entitled to commission for this transaction.

22. Binding Contract/Amendments. These Escrow Instructions and any addenda, supplements or amendments thereto form the only binding contract wherein Seller agrees to sell and Buyer agrees to purchase the subject property under the terms and conditions contained herein. No addenda, supplement or amendment to these Escrow Instructions shall be of any force or effect unless made in writing, signed by the parties and delivered to and accepted by Escrow Agent.

23. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow that are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

24. Settlement Statements. Seller and Buyer understand that a combined Settlement Statement and/or Closing Statement may be provided to each party to facilitate this transaction.

25. Close of Escrow. The day established within which compliance with any requirements must be met shall end at the close of the regularly established public business hours of Escrow Agent for that day; provided, however, that should Escrow Agent or the applicable county recorder be closed on the Close of Escrow date, the requirements may be met on the next day that both are open for business.

STATUTORY DISCLOSURES

26. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

27. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer may offer a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

28. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 31, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the Unites States government.

29. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

(i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.

(ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

30. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport , (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the

individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

31. **PROFESSIONAL/LEGAL/TAX REVIEW. Seller and Buyer understand that Escrow Agent's employees are not licensed real estate agents or attorneys and are prohibited from giving legal, real estate or investment advice and will not negotiate the transaction. They further acknowledge that Escrow Agent has made no representations, either orally or through these Escrow Instructions, as to the legal effect of the transaction described herein under any applicable federal or state laws or regulations, including but not limited to tax or contract laws, or laws otherwise affecting the rights and responsibilities of the parties. By executing these instructions, Seller and Buyer acknowledge that they have been given sufficient opportunity to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.**

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE ESCROW INSTRUCTIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

SELLER:

JACK IN THE BOX INC, a Delaware corporation

_____ _____

By: MICHAEL J. SNIDER
Its: ASSISTANT SECRETARY

Date

BUYER:

GILA COUNTY, a BODY POLITIC

_____ _____

MICHAEL A. PASTOR, Chairman of the Board

Date

ATTEST

By: _____

Name: Marian Sheppard

Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: _____

Name: Bryan B. Chambers
Title: Chief Deputy County Attorney *for* Daisy Flores, Gila County Attorney

Exhibit "A"

LEGAL DESCRIPTION
(205-14-035E)

Gila County Public Works
Job No. GC-2007-25

March 16, 2011

A parcel of land described in Fee No. 2001-15019, pages 8 and 9 as PARCEL NO. 3, being situate in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 1 North, Range 15-1/2 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

Commencing for a tie at the Southwest corner of said Section 27, said point being an Arizona Department of Transportation brass cap from which the Aluminum cap stamped ADOT, 1/16, LS 18222, marking the Southwest corner of Sierra Vista Drive Subdivision, as shown on Gila County Record of Survey No. 3929A, bears N. 00° 05' 00" E., a distance of 1321.86 feet;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 562.57 feet (of record 562.47 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Southwest corner of previously mentioned PARCEL NO. 3 and the POINT OF BEGINNING;

THENCE N. 00° 05' 00" E. (of record N. 00° 08' 30" E.) a distance of 83.28 feet (of record 82.17 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., John M. Beene, RLS 7593 marking the Northwest corner of PARCEL NO. 3;

THENCE N. 70° 00' 48" E. (of record N. 69° 58' 30" E.) a distance of 36.99 feet (of record 37.42 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Northeast corner of PARCEL NO. 3;

THENCE S. 00° 26' 08" W. (of record S. 00° 44' 44" W.) a distance of 88.53 feet (of record 87.63 feet) to a found 1/2" rebar with 2-1/2" Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Southeast corner of PARCEL NO. 3 and the beginning of a curve concave to the Southeast;

THENCE 35.02 feet (of record 35.02 feet) along the arc of said curve to the left, having a radius of 277.16 feet (of record 277.16 feet), a central angle of 07° 14' 23" (of record 07° 14' 25"), and whose chord bears S. 77° 48' 05" W. (of record S. 77° 51' 20" W., a distance of 35.00 feet (of record 35.00 feet) to the POINT OF BEGINNING.

JACK IN THE BOX INC, a Delaware corporation

By: MICHAEL J. SNIDER
Its: ASSISTANT SECRETARY

GILA COUNTY, a BODY POLITIC

MICHAEL A. PASTOR, Chairman of the Board

ATTEST

By: _____
Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

By: _____
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

Pioneer Title Agency, Inc.
"Commitment to Service"
812 E Ash Street P.O. Box 1293, Globe, AZ 85502
Phone: (928) 425-7119 • Fax: (928) 425-5057

ACKNOWLEDGEMENT OF CONTRACT CONTINGENCY REMOVAL

January 13, 2011
Escrow No.: **00406370 - PSV**
Seller/Buyer: **JACK IN THE BOX INC/GILA COUNTY**
Property Address: **1402 EAST ASH STREET, GLOBE, AZ 85501**

The Buyer and Seller acknowledge that the deposit of Buyer's final closing funds into escrow, and Seller's deposit of documents for closing, shall constitute approval that all conditions, contingencies or requirements contained in the Purchase Contract and/or Escrow Instructions have been met or are hereby waived.

Escrow Agent is instructed to proceed with the closing of the above referenced escrow.

JACK IN THE BOX INC, a Delaware corporation

_____
By: MICHAEL J. SNIDER
Its: ASSISTANT SECRETARY

GILA COUNTY, a BODY POLITIC

_____
MICHAEL A. PASTOR, Chairman of the Board

ATTEST

By: _____
Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

By: _____
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

Pioneer Title Agency, Inc.

Commitment to service

August 4, 2011

Buyer Receipt for Commitment

Pioneer Title Agency, Inc.
812 E Ash Street
Globe, AZ 85502

RE: Escrow No.: 00406370 - PSV
Seller/Buyer: JACK IN THE BOX/GILA COUNTY
Property Address: 1402 EAST ASH STREET, GLOBE, AZ 85501

The undersigned Buyers in the above-referenced escrow do hereby acknowledge receipt and approval of the Commitment for Standard Owners Title Insurance Policy including but not limited to the covenants, conditions and restrictions listed in Section 2 of Schedule B. The exceptions in said commitment are hereby acknowledged to be in conjunction with the property being purchased in the above referenced escrow.

GILA COUNTY, a BODY POLITIC

_____ _____
MICHAEL A. PASTOR, Chairman of the Board Date

ATTEST

By:_____
Name: Marian Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: _____
Name: Bryan B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney

at the request of Pioneer Title Agency, Inc.

When recorded mail to
GILA COUNTY
GILA COUNTY PUBLIC WORKS DIV
1400 EAST ASH STREET
GLOBE, AZ 85501
00406370-PSV

Tax Code: 205-14-035E & 205-14-035C-ptn SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

NO TRANSFER FEE NECESSARY – EXEMPT PURSUANT TO ARS 11-1134 A 3

For the consideration of Ten Dollars, and other valuable considerations,

JACK IN THE BOX INC, a Delaware corporation, formerly known as FOODMAKER, INC.

hereafter called the Grantor, hereby conveys to

GILA COUNTY, a BODY POLITIC

the following real property situated in Gila County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

SEE EXHIBIT A and EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against its acts only and none other.

DATED January 3, 2011

JACK IN THE BOX INC, a Delaware corporation

By: MICHAEL J. SNIDER
Its: ASSISTANT SECRETARY

COPY

COPY

State of }
} ss.
County of }

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by MICHAEL J. SNIDER, the ASSISTANT SECRETARY of **JACK IN THE BOX INC, a Delaware corporation,** on behalf of the corporation.

See Attached
NOTARY PUBLIC

COPY

My commission expires:

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: SPECIAL WARRANTY DEED

Date of Document: January 3, 2011 / Consisting of 5 pages
Parties to Document:
GILA COUNTY
JACK IN THE BOX INC, a Delaware corporation, formerly known as FOODMAKER, INC.

COPY

State of California)
)
County of San Diego)

On August 22, 2011, before me, Brian J. Niemela, Notary Public, personally appeared Michael J. Snider,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

BRIAN J. NIEMELA
COMM. #1881420
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires Mar. 1, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brian J. Niemela
Signature of Notary Public

COPY

Place Notary Seal Above

---------- OPTIONAL ----------

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

COPY

Description of Attached Document

Title or Type of Document: _
Document Date:_____Number of Pages: _____

Signer(s) Other Than Names Above: _____

Signer's Name: Michael J. Snider_____

___ Individual
_X_ Corporate Officer – Title(s): Asst. Secretary
___ Partner -- __ Limited __ General
___ Attorney in Fact
___ Trustee
___ Guardian or Conservator
___ Other _____

Signer's Name: _____

___ Individual
___ Corporate Officer – Title(s): _____
___ Partner -- __ Limited __ General
___ Attorney in Fact
___ Trustee
___ Guardian or Conservator
___ Other _____

Signer is Representing:

Signer is Representing:_____

02/2011

Exhibit "A"

A parcel of land described in Fee No. 2001-15019, pages 8 and 9 as PARCEL NO. 3, being situate in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 1 North, Range 15-1/2 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows:

COMMENCING for a tie at the Southwest corner of said Section 27, said point being an Arizona Department of Transportation brass cap from which the Aluminum cap stamped ADOT, 1/16, LS 18222, marking the Southwest corner of Sierra Vista Drive Subdivision, as shown on Gila County Record of Survey No. 3929A, bears North 00° 05′ 00″ East, a distance of 1,321.86 feet;

THENCE North 00° 05′ 00″ East (of record North 00° 08′ 30″ East) a distance of 562.57 feet (of record 562.47 feet) to a found 1/2 " rebar with 2-1/2″ Aluminum cap stamped Gila County Eng. Dept., E. D. Rick Bunger, RLS 14169 marking the Southwest corner of previously mentioned PARCEL NO. 3 and the POINT OF BEGINNING;

THENCE North 00° 05′ 00″ East (of record North 00° 08′ 30″ East) a distance of 83.28 feet (of record 82.17 feet) to a found 1/2″ rebar with 2-1/2″ Aluminum cap stamped Gila County Eng. Dept., John M. Beene, RLS 7593 marking the Northwest corner of PARCEL NO. 3;

THENCE North 70° 00′ 48″ East (of record North 69° 58′ 30″ East) a distance of 36.99 feet (of record 37.42 feet) to a found 1/2″ rebar with 2-1/2″ Aluminum cap stamped Gila County Eng. Dept., E.D. Rick Bunger, RLS 14169 marking the Northeast corner of PARCEL NO. 3;

THENCE South 00° 26′ 08″ West (of record South 00° 44′ 44″ West) a distance of 88.53 feet (of record 87.63 feet) to a found ½″ rebar with 2-1/2″ Aluminum cap stamped Gila County Eng. Dept., E.D. Rick Bunger, RLS 14169 marking the Southeast corner of PARCEL NO. 3 and the beginning of a curve concave to the Southeast;

THENCE 35.02 feet (of record 35.02 feet) along the arc of said curve to the left, having a radius of 277.16 feet (of record 277.16 feet), a central angle of 07° 14′ 23″ (of record 07° 14′ 25″), and whose chord bears South 77° 48′ 05″ West (of record South 77° 51′ 20″ West), a distance of 35.00 feet (of record 35.00 feet) to the POINT OF BEGINNING.

Exhibit "B"
(Portion of 205-14-035C)

A parcel of land being a portion of that property described in Fee No. 94-642405, Page 5 as PARCEL NO. 4, being situate in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 1 North, Range 15-1/2 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows:

COMMENCING for a tie at the Southwest corner of said Section 27, said point being an Arizona Department of Transportation brass cap from which the Aluminum cap stamped ADOT, 1/16, LS 18222, marking the Southwest corner of Sierra Vista Drive Subdivision, as shown on Gila County Record of Survey No. 3929A, bears North 00° 05′ 00″ East, a distance of 1,321.86 feet;

THENCE North 00° 05′ 00″ East (of record North 00° 08′ 30″ East) a distance of 792.65 feet (of record 791.52 feet) to the Southerly Right of Way line of Arizona State Highway 60;

THENCE North 67° 39′ 18″ East and along said Southerly Right of Way line, a distance of 157.45 feet to the beginning of a tangent curve concave to the Southeast;

THENCE 79.14 feet along the arc of said curve to the right, having a radius of 1095.92 feet, a central angle of 04° 08′ 14″ and whose chord bears North 69° 43′ 25″ East, 79.12 feet to a 1/2″ rebar with 2-1/2″ aluminum cap stamped Gila County Eng. Dept., John M. Beene, RLS 7593, as shown on Gila County Record of Survey No. 3392, marking the Northeast corner of said PARCEL NO. 4;

THENCE South 14° 37′ 08″ East (of record South 14° 39′ 25″ East) a distance of 145.39 feet (of record 145.51 feet) to a 1/2″ rebar, with tag stamped LS 39196 as shown on Gila County Record of Survey No. 3929A, marking the Southeast corner of said PARCEL NO. 4 and the POINT OF BEGINNING;

THENCE South 70° 00′ 48″ West (of record South 69° 58′ 30″ West) a distance of 50.22 feet (of record 50.22 feet) to a 1/2″ rebar with 2-1/2″ aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS 39196, as shown on Gila County Record of Survey No. 3929A, marking the Southwest corner of said PARCEL NO. 4;

THENCE North 30° 57′ 58″ East, a distance of 70.00 feet to a 1/2″ rebar with 2-1/2″ aluminum cap stamped Gila County Eng. Dept., Mark Guerena, LS

39196, as shown on Gila County Record of Survey No. 3929A to the Easterly line of said PARCEL NO. 4;

THENCE South 14° 37′ 08″ East, a distance of 44.29 feet to the Southeast corner of said PARCEL NO. 4 and the POINT OF BEGINNING.

Accepted and Approved as to Content:

GILA COUNTY, a BODY POLITIC

_____

MICHAEL A. PASTOR, Chairman of the Board

ATTEST:

_____

By: Marion Sheppard
Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM:

_____

By: Brian B. Chambers
Title: Chief Deputy County Attorney for
Daisy Flores, Gila County Attorney