

City of Prescott
Folder



INSTRUMENT # 8711991
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY
REQUEST OF:

CITY OF PRESCOTT
DATE: 03/31/87 TIME: 12:15
FEE: 18.00
BOOK 1918 PAGE 747 PAGES: 018

ARTICLES OF ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

CLIFFROSE, A PLANNED AREA DEVELOPMENT

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FRANKLIN DON SAVAGE, KAREN R. SAVAGE, W.C. SAVAGE and CAROLYN SAVAGE, being the OWNERS of the proposed CLIFFROSE PLANNED AREA DEVELOPMENT (hereinafter "P.A.D."), according to the plat incorporated herein and recorded in the office of the County Recorder of Yavapai County in Book 26, pages 37 to 40, hereby set forth the Articles of Association and Declaration of Covenants, Conditions and Restrictions, which will apply to and be binding upon each LOT in the CLIFFROSE P.A.D. and shall run with the land.

R E C I T A L S

1. The Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "DECLARATION") is made on the date hereinafter set forth by the OWNERS listed above who are hereinafter referred to as "DECLARANTS".

2. DECLARANTS are the current OWNERS of certain property in the City of Prescott, Yavapai County, State of Arizona, more particularly described as:

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Lots numbered One (1) to Four Hundred Five (405) inclusive, in CLIFFROSE, a subdivision in Yavapai County, Arizona, according to the plat thereof on file and of record in the office of the County Recorder of Yavapai County in Book _____ of Maps, page _____.

3. DECLARANTS declare that the properties described above and any and all properties which may be acquired by DECLARANTS and made subject to the provisions of this DECLARATION should be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which will run with the real property and be binding on all parties having any right, title and interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each OWNER thereof.

ARTICLE I

Definitions

Section 1:

"ASSOCIATION" shall refer to the Cliffrose Homeowners Association, its successors and assigns. ASSOCIATION shall be operated on a co-operative and non-profit basis. If the ASSOCIATION is not initially incorporated, the LOT OWNERS may incorporate the ASSOCIATION under Arizona law.

Section 2:

"OWNER" shall refer to the record OWNER, whether one or more persons or entities, of the fee simple title to any LOT including

any townhouse unit which is a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3:

"PROPERTIES" shall mean and refer to that certain real property described and such additions as may hereafter be brought within the jurisdiction of the ASSOCIATION.

Section 4:

"COMMON AREA" shall mean all real property including the improvements thereto owned by the ASSOCIATION for the common use and enjoyment of the OWNER. The COMMON AREA shall be all that real property within the CLIFFROSE P.A.D. not specifically deeded to individual OWNERS nor reserved or dedicated for public use. Each OWNER and their guests shall have the non-exclusive right to the use and enjoyment of the COMMON AREAS, subject to the conditions set forth in Article II. The COMMON AREA is to be left in its natural state for the use of all LOT OWNERS.

Section 5:

"LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the COMMON AREA.

Section 6:

"DECLARANTS" refer to the current OWNERS, and their successors and assigns, if their successors and assigns should require more

than one undeveloped LOT from the DECLARANTS for the purpose of development.

ARTICLE II

Property Rights

Section 1: OWNERS' Easements of Enjoyment.

Every OWNER shall have a right and easement of enjoyment in and to the COMMON AREA which shall be appurtenant to and pass with the title to every lot, subject to the following provisions:

A. The right of the ASSOCIATION to charge reasonable annual dues to be set initially by DECLARANTS and to be deposited in a trust fund for the purpose of maintaining liability insurance on all COMMON AREAS, paying taxes and accounting fees, and maintaining planting areas or right-of-way improvements. The Directors of the ASSOCIATION may deposit monies not currently needed in Certificates of Deposit for future improvements approved by the ASSOCIATION.

B. The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREA to any public agency, authority or utilities for such purpose and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded and accepted by the affected public agency.

C. The right of the ASSOCIATION, after notice, to withdraw or suspend the right to use of the COMMON AREA by a LOT OWNER for

any period of time for any infractions of rules promulgated by the ASSOCIATION.

D. To dedicate or transfer any part of the COMMON AREA to any public agency or authority for such purpose as may be agreed on by the members and acceptance by public agency.

E. The COMMON AREA is to be left in its natural state for the use of all LOT OWNERS.

Section 2: Declaration of Use.

Any OWNER may delegate, in accordance with the By-laws of the ASSOCIATION, his right to enjoyment of the COMMON AREA and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1:

A. Every OWNER of a LOT which is subject to assessment shall be a member of the ASSOCIATION. Membership shall be appurtenant to, and may not be separated from, the ownership of any LOT.

B. The rights and obligations of an OWNER and membership in the ASSOCIATION shall not be assigned, transferred, pledged, conveyed or alienated except upon transfer of ownership to such LOT or by intestate succession, testamentary disposition, foreclosure of a

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mortgage of record or such other legal process now in effect or as may be established pursuant to the laws of the State of Arizona.

Section 2:

The ASSOCIATION will have two (2) classes of voting membership:

A. Class "A":

Class "A" members shall be all OWNERS, with the exception of the DECLARANTS, and shall be entitled to one (1) vote for each LOT owned. When more than one (1) person holds an interest in any townhouse unit or single family lot, all such persons shall be members. The vote for such townhouse unit or LOT shall be exercised as the members determine, among themselves, but in no event shall more than one (1) vote be cast with respect to any LOT.

B. Class "B":

Class "B" members shall be the DECLARANTS who shall be entitled to three (3) votes for each LOT or townhouse owned. Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership. DECLARANTS and their successors in interest shall, until completion of all phases of the project, retain the exclusive right to develop the CLIFFROSE P.A.D. in phases as they deem appropriate and shall maintain control over concept and development of subsequent phases

of construction. The ASSOCIATION may not override these development rights.

Section 3:

The initial annual meeting of the ASSOCIATION shall be held within one (1) year (with a 15-day allowance for date convenience purposes) from the date of closing of the first sale. Thereafter, the annual meeting of members shall be held on the ____ day of _____, of each year beginning _____ at such location as the President or a majority of the Board of Directors shall specify in writing to the LOT OWNERS. If the date for the annual meeting shall fall on a holiday, the meeting shall be held on the next succeeding business day.

Section 4:

The ASSOCIATION will provide By-laws for its administration, the composition of the Board of Directors and election of officers.

Section 5:

If the general plan of development is not pursued to completion and an affirmative statement of abandonment of any or all parts of the general plan previously approved by the City of Prescott is recorded in the Office of the Yavapai County Recorder, Arizona, the voting power of the 405 LOTS, as set forth above, shall be reduced by the number of lots abandoned.

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ARTICLE IV

Covenant for Maintenance Assessment

Section 1: Creation of the Lien and Personal Obligation of Assessments.

Each OWNER of any LOT, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay the ASSOCIATION:

1. The annual assessment or charges as set forth in Article II above.
2. The annual assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.
3. The assessment, together with the lien, shall be the personal obligation of the person who is the OWNER of the property at the time of the assessment.
4. LOTS owned by DECLARANTS shall be exempt from and have no obligation to pay assessments.

Section 2: Purpose of the Assessment:

The Assessment, as set forth in Article II above, shall be used to provide and pay for liability insurance, taxes and fees associated with the COMMON AREA.

Section 3: Banking of Funds:

The funds of the ASSOCIATION are to be deposited in a bank in the Prescott area as designated by the Board of Directors in an

account for the ASSOCIATION by authority of a resolution approved by the Board.

Section 4: Maintenance:

Each LOT OWNER is responsible for the maintenance, inside and out, of all property owned by the OWNER. Each LOT OWNER is responsible for water, sewer and garbage collection fees for his LOT.

Section 5: Maximum Annual Assessment:

A. The initial maximum annual assessment shall be set by the Board of Directors to be effective for a period of one (1) year immediately following the conveyance of the first LOT to an OWNER.

B. From and after the end of one (1) year immediately following the conveyance of the first LOT to an OWNER, the maximum annual assessment may be increased based on the percentage increase of liability insurance, taxes, and expenses, and fees associated with the COMMON AREA. The Board of Directors of the ASSOCIATION shall fix the annual assessment.

Section 6: Due Date of Annual Assessment:

Written notice of the annual assessments shall be sent to every OWNER each year. The assessments shall be fixed and paid for at the time of the LOT purchase and on an annual basis thereafter.

Section 7: Effect of Non-Payment:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The ASSOCIATION may bring an action at

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law against the OWNER personally to pay the same or foreclose the lien against the property. No OWNER may waive or otherwise escape liability for the assessment provided for herein by non-use of the COMMON AREA or abandonment of the LOT.

ARTICLE V

Architectural Control and Deed Restrictions

Section 1:

A. No building, fence, wall or other structure shall be erected or maintained on the property, nor shall any addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures by the Board of Directors of the ASSOCIATION, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications are submitted, approval will not be required, and this Article will have been deemed fully complied with.

B. Not more than one (1) single family dwelling unit shall be constructed on each LOT. The single family dwelling shall contain not less than 800 square feet of living floor space, and the townhouse unit shall contain not less than 640 square feet of liv-

ing area. Carports and garages shall not be considered a part of the required floor space of a dwelling unit. Each single-family dwelling shall have at least a one (1) car carport or garage and shall additionally provide at least two (2) off-street parking spaces per LOT, except that patio home (or townhouse, if attached) units shall only be required to provide at least one (1) additional off-street parking space per LOT.

C. Construction standards shall conform with the requirements of the Federal Housing Administration of the United States Government, or any successor thereto, as such standards may, from time to time, exist with respect to the area in which the land is situated.

D. No livestock or other animals, other than the usual household pets, shall be permitted, and no person shall engage in raising household pets for the purpose of sale. Pets shall be confined in such a manner as not to disturb the remaining property OWNERS, and no unsanitary conditions or odors shall exist.

E. No temporary house trailers, tents, garages or other out-buildings shall be erected without the approval of the Board of Directors of the ASSOCIATION.

F. No billboards or advertising signs of any character shall be erected, placed or permitted on the property, except for standard "For Rent" or "For Sale" signs used by realtors.

G. Only new structures of conventional design shall be built on the premises. The moving of old or new structures, built at

other places and purchased for the purposes of moving on LOTS is strictly prohibited.

H. No house trailers, mobile homes, or dome-shaped homes will be allowed on the LOTS.

I. The property shall be used for single-family residential purposes only.

J. All construction of dwellings and other improvements on the LOTS must be completed within one (1) year from the date of commencement of construction, except for delays in building caused by acts of God, strikes, lockouts and/or restrictions resulting from war.

K. No LOTS shall be used in whole or in part for the storage of rubbish of any character, nor for the storage of any property or thing that will cause the LOT to appear unclean or untidy, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon the LOT that will emit foul and obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the surrounding property.

L. Each unit shall be kept in a neat and orderly condition. No unlicensed or unused vehicles are to be stored on any LOT.

M. The buildings shall not exceed two (2) stories.

N. A zero lot line setback will be allowed on one (1) side of each LOT, subject to a 10-foot side yard setback provided at the

opposite side of each LOT. The location of the zero lot lines shall be specifically designated on the final approved plat.

O. When a zero lot line exists on any single family LOT, the OWNER building on the zero lot line shall have a 3-foot maintenance easement onto the adjacent LOT. The overhang and guttering on the units built on the zero lot line and entitled to the 3-foot maintenance easement shall not exceed a 12-inch projection onto the maintenance easement. Patio home LOTS may have a zero lot line on both sides of the LOT, and the abutting OWNERS shall each have a 3-foot maintenance easement onto the adjacent LOT. If the units on the zero lot line are not attached with a common wall, there shall be a minimum 6-foot separation along the entire side lot line between units within which there shall be no structures or permanent improvements.

P. OWNERS are responsible for all repairs and maintenance of their own LOTS and improvements.

ARTICLE VI

Common Wall

The rights and duties of OWNERS in respect to a common wall shall be as follows:

A. The OWNERS of contiguous LOTS which have a common wall shall both have the equal right to use of the wall, provided that such use by one OWNER does not interfere with the use of the same by the other OWNER.

BDD. 1918 PAGE 759

B. In the event any common wall is damaged or destroyed through an act of an OWNER or any of his agents, guests or family members, it shall be the obligation of such OWNER to rebuild and repair the common wall at his cost.

C. In the event any common wall is damaged or destroyed other than by accident or intention of a joint OWNER, his agents, guest or family members, it shall be the joint obligation of the OWNERS of the LOTS upon which the wall is found to repair or rebuild.

D. In the event of a dispute between the OWNERS in respect to the construction and repairability of a common wall, the OWNERS shall submit the dispute to the Board of Directors for decision, which will be binding on all OWNERS.

ARTICLE VII

General Provisions

Section 1: Enforcement:

The ASSOCIATION or any OWNER shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this DECLARATION. The non-complying party shall pay all expenses and reasonable attorney's fees incurred by the ASSOCIATION or OWNER in enforcing the provisions. Prior to proceeding with any direct right of action, any aggrieved OWNER shall first submit the dispute to the Board of Directors or a committee ap-

pointed by the BOARD for informal resolution. OWNERS agree to be bound by the decision of the BOARD or committee as in arbitration proceedings. If the non-compliance is not cured after notice and hearing by the BOARD or committee, the ASSOCIATION shall have the first right to proceed with legal action. Failure by the ASSOCIATION or any OWNER to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

Section 2: Severability:

Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions which shall remain in full force and effect.

Section 3: Amendment:

The covenants and restrictions of this DECLARATION shall run with and bind the land for a term of 25 years from the date this DECLARATION is recorded, after which time it shall be automatically extended for successive periods of 10 years. This DECLARATION may be amended during the 25-year period by an instrument signed by not less than 90 percent of the LOT OWNERS and thereafter by an instrument signed by not less than 75 percent of the LOT OWNERS. Any amendment must be recorded.

Section 4: Annexation:

A. Additional residential property and COMMON AREA may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

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DATED this 30th day of March, ¹⁹⁸⁷~~1985~~.

CLIFFROSE, A PLANNED AREA DEVELOPMENT

Franklin Don Savage
BY: Franklin Don Savage

Karen R. Savage
BY: Karen R. Savage

W.C. Savage
BY: W.C. Savage

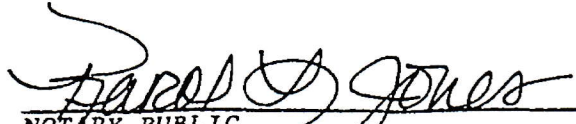
Carolyn Savage
BY: Carolyn Savage

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STATE OF ARIZONA)
) ss.
County of Yavapai)

SEAL On this 30th day of March, ¹⁹⁸⁷1985, before me, the undersigned Notary Public, personally appeared FRANKLIN DON SAVAGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.


NOTARY PUBLIC

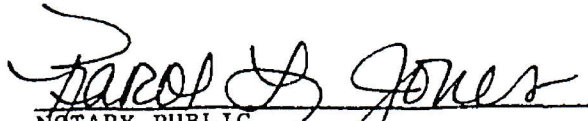
MY COMMISSION EXPIRES:

May 30, 1989

STATE OF ARIZONA)
) ss.
County of Yavapai)

SEAL On this 30th day of March, ¹⁹⁸⁷1985, before me, the undersigned Notary Public, personally appeared KAREN R. SAVAGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 30, 1989

800-1918 PAGE 763

STATE OF ARIZONA)
) YUMA) ss.
County of ~~Yavapai~~)

1987
On this 16TH day of MARCH, 1985, before me, the undersigned Notary Public, personally appeared W.C. SAVAGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

Dei Deen
NOTARY PUBLIC

MY COMMISSION EXPIRES:

JANUARY 31, 1988

SEAL

STATE OF ARIZONA)
) YUMA) ss.
County of ~~Yavapai~~)

1987
On this 16TH day of MARCH, 1985, before me, the undersigned Notary Public, personally appeared CAROLYN SAVAGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.


IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

Dei Deen — **SEAL**
NOTARY PUBLIC

MY COMMISSION EXPIRES:

JANUARY 31, 1988

800-1918 PAGE 764

	INSTRUMENT # 8806420
	OFFICIAL RECORDS OF YAVAPAI COUNTY PATSY C. JENNEY REQUEST OF:
DON SAVAGE	
DATE: 02/23/88 TIME: 16:30	
FEE: 5.00	
BOOK 2019 PAGE 429 PAGES: 003	

RUSH

S	5	P	A	Co	5	St
Bk		Map				Pcl

AMENDMENT TO ARTICLES OF ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Subsequent to March 31, 1987, Franklin Don Savage, Karen R. Savage, W.C. Savage and Carolyn Savage, who were owners and declarants of the Cliff Rose Planned Area Development in the original Declaration of Covenants, Conditions & Restrictions, conveyed and assigned all of their interests in Lots 1-19 of Cliff Rose to Savage Enterprises, Inc., an Arizona Corporation. Title to the lots is currently held in trust by Landmark Title Agency, Inc., an Arizona corporation, as trustee under subdivision Trust Agreement No. 5300.

Savage Enterprises, Inc., being the owner and successor in interest to the original Declarants, as "Declarant", this 12th day of February, 1988, hereby amends and modifies the Declaration of Covenants, Conditions & Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, and recorded on the 31st day of March, 1987 in book 1918, pages 747-764 inclusive, in the office of the Yavapai County Recorder, as follows:

500-2019 PAGE 429

The preface, page 1, line 5, is amended to add: "Book of Maps 26, pages 37 to 40,"

RECITALS, Paragraph 2, is amended to add:

"These Covenants, Conditions and Restrictions shall initially apply only to Phase I, Lots 1-19 and related common areas. They shall, however, allow for annexation of future phases and shall apply automatically to subsequent phases as approved, unless further amended prior to approval of additional phases."

Article III, Section 3, is amended to read:

"Hereafter, the annual meeting of members shall be held on or about the 1st day of October of each year beginning October 1, 1988."

Article III, Section 5, is amended to substitute 19 Lots for 405 Lots (subject to allowance for annexation of future phases.)

Article IV, Section 5, paragraph A, is amended to read:

"A. Maximum Annual Assessment:

For a period of one (1) year immediately following the conveyance of the first LOT to a owner, the initial maximum annual assessment shall be FIFTY DOLLARS (\$50.00).

Declarant is the owner of one hundred percent (100%) of all lots and units to which the original Declaration of Covenants, Conditions & Restrictions dated March 31, 1987 apply and to which this Amendment shall apply."

Article V, Section 1, is amended to add a paragraph Q, as follows:

500-2019 PAGE 450

"Q. Front yard setbacks shall be twenty-five (25) feet but may be reduced to a minimum of ten (10) feet in conformance with the City of Prescott's topographic exception. Rear yard setbacks shall be a minimum of ten (10) feet."

Declarant hereby affirms all other terms and provisions set forth in the original Declaration of Covenants, Conditions & Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 23rd day of February, 1988.

SAVAGE ENTERPRISES, INC.,
an Arizona corporation

By: Franklin Don Savage
Its President

STATE OF **SEAL** ARIZONA)
County of Yavapai) ss.

On this 23rd day of February, 1988, before me, the undersigned Notary Public, personally appeared Franklin Don Savage, who acknowledged himself to be the President of SAVAGE ENTERPRISES, INC., an Arizona corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.


IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

Barbara Jones
Notary Public

My Commission Expires:

May 30, 1989

ENG. 2019 PAGE 431


 INSTRUMENT # 8806420
 OFFICIAL RECORDS OF
 YAVAPAI COUNTY
 PATSY C. JENNEY
 REQUEST OF:
 DON SAVAGE
 DATE: 02/23/88 TIME: 16:30
 FEE: 5.00
 BOOK 2019 PAGE 429 PAGES: 003

RUSH

S	5	P	A	Co	S	St
	Bk		Map			Pcl

AMENDMENT TO ARTICLES OF ASSOCIATION AND
 DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
 CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Subsequent to March 31, 1987, Franklin Don Savage, Karen R. Savage, W.C. Savage and Carolyn Savage, who were owners and declarants of the Cliff Rose Planned Area Development in the original Declaration of Covenants, Conditions & Restrictions, conveyed and assigned all of their interests in Lots 1-19 of Cliff Rose to Savage Enterprises, Inc., an Arizona Corporation. Title to the lots is currently held in trust by Landmark Title Agency, Inc., an Arizona corporation, as trustee under subdivision Trust Agreement No. 5300.

Savage Enterprises, Inc., being the owner and successor in interest to the original Declarants, as "Declarant", this 12th day of February, 1988, hereby amends and modifies the Declaration of Covenants, Conditions & Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, and recorded on the 31st day of March, 1987 in book 1918, pages 747-764 inclusive, in the office of the Yavapai County Recorder, as follows:

The preface, page 1, line 5, is amended to add: "Book of Maps 26, pages 37 to 40,"

RECITALS, Paragraph 2, is amended to add:

"These Covenants, Conditions and Restrictions shall initially apply only to Phase I, Lots 1-19 and related common areas. They shall, however, allow for annexation of future phases and shall apply automatically to subsequent phases as approved, unless further amended prior to approval of additional phases."

Article III, Section 3, is amended to read:

"Hereafter, the annual meeting of members shall be held on or about the 1st day of October of each year beginning October 1, 1988."

Article III, Section 5, is amended to substitute 19 Lots for 405 Lots (subject to allowance for annexation of future phases.)

Article IV, Section 5, paragraph A, is amended to read:

"A. Maximum Annual Assessment:

For a period of one (1) year immediately following the conveyance of the first LOT to a owner, the initial maximum annual assessment shall be FIFTY DOLLARS (\$50.00).

Declarant is the owner of one hundred percent (100%) of all lots and units to which the original Declaration of Covenants, Conditions & Restrictions dated March 31, 1987 apply and to which this Amendment shall apply."

Article V, Section 1, is amended to add a paragraph Q, as follows:

END-2019 PAGE 450

"Q. Front yard setbacks shall be twenty-five (25) feet but may be reduced to a minimum of ten (10) feet in conformance with the City of Prescott's topographic exception. Rear yard setbacks shall be a minimum of ten (10) feet."

Declarant hereby affirms all other terms and provisions set forth in the original Declaration of Covenants, Conditions & Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 23rd day of February, 1988.

SAVAGE ENTERPRISES, INC.,
an Arizona corporation

By: Franklin Don Savage
Its President

SEAL
STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 23rd day of February, 1988, before me, the undersigned Notary Public, personally appeared Franklin Don Savage, who acknowledged himself to be the President of SAVAGE ENTERPRISES, INC., an Arizona corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

Carol S. Jones
Notary Public

My Commission Expires:


May 30, 1989

ENG. 2019 PAGE 431

Recorded at the Request of:

When Recorded, Mail to:

DON SAVAGE
PO BOX 1419
RESORT AZ
86302



INSTRUMENT # 9759896
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY-COLON
REQUEST OF:
DON SAVAGE
DATE: 10/20/97 TIME: 12:30
FEE: 5.00 SC: 4.00 PT: 1.00
BOOK 3501 PAGE 286 PAGES: 004

BK	FEE
	5
MP	54
PCL	58
	51
	10
	X

THIRD AMENDMENT TO CCR'S

BOOK 3501 PAGE 286



THIRD AMENDMENT TO ARTICLES OF ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Savage Enterprises, Inc., owner and successor in interest to the original Declarants, as "Declarant", this 20th day of OCT., 1997, hereby amends and modifies the Declaration of Covenants, Conditions and Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, as recorded on the 31st day of March, 1987 in Book 1918, Pages 747-764, inclusive, in the office of the Yavapai County Recorder, as initially amended February 12, 1988, which amendment was included in Book 2019, Pages 429-431, and amended August 3, 1988, which amendment was included in Book 2067, Pages 127-128, records of Yavapai County, Arizona, as follows:

Article IV, Section 5, Paragraph B, is amended to read:

B. From and after the end of one (1) year immediately following the conveyance of the first LOT to an OWNER, the maximum annual assessment for each LOT may be increased or decreased based on the percentage of LOT ownership and/or the percentage increase of liability insurance, taxes, expenses, and fees associated with the Common Areas. The Board of Directors of the Association shall fix the annual assessment.

BGDx 3501 PAGE 287

Article V, Section 1, Paragraph B, is amended to read:

Not more than one (1) single family dwelling unit shall be constructed on each LOT. The single family dwelling shall contain not less than 1,200 square feet of living space. Carports and garages shall not be considered a part of the required floor space of a dwelling unit. Each single-family dwelling shall have a least one (1) carport or garage and shall additionally provide at least two (2) off street parking spaces per LOT. No parking shall be allowed on unpaved portions of the LOT.

Article V, Section 1, Paragraph D, is amended to include this sentence at the end:

Dogs shall be kept leashed at all times when using sidewalks, streets or the Common Area and the OWNER shall be required to pick up immediately any animal feces left on yards, sidewalks, streets, or the Common Area, as well as on any unsold or vacant lots.

BOOK **3501** PAGE **288**

Declarant hereby affirms all other terms and provisions set forth in the original Declaration of Covenants, Conditions & Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 14th day of OCT, 1997.

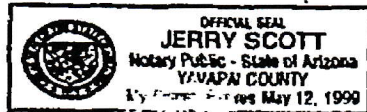
SAVAGE ENTERPRISES, INC.,
an Arizona corporation

By: Don Savage
Its President

STATE OF ARIZONA)
) ss
County of Yavapai)

On this 14th day of OCT, 1997, before me, the undersigned Notary Public, personally appeared Franklin Don Savage, who acknowledged himself to be the President of SAVAGE ENTERPRISES, INC., an Arizona corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.



[Signature]
Notary Public

My Commission Expires:

5-12-99

BOOK 3501 PAGE 289

Mail to:
Don Savage
P O BOX 1419
Prescott AZ 86302

19991145

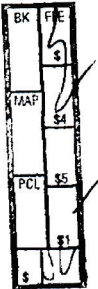
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Savage Enterprises, Inc., owner and successor in interest to the original Declarants as "Declarant", this 2nd day of June, 1999, hereby amends and modifies the Declaration of Covenants, Conditions, and Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, as recorded on the 31st day of March, 1987 in book 1918, Pages 747-764, inclusive, in the office of the Yavapai County Recorder, as initially amended February 12, 1988, which amendment was included in Book 2019, pages 429-431, records of Yavapai County, Arizona, amended October 20, 1997, which amendment was included in Book 3501, pages 286, records of Yavapai County, Arizona as follows:

RECITALS, Paragraph 2, is amended to add:

"The Articles of Association and Declaration of Covenants, Conditions & Restrictions of Cliff Rose, a planned area Development are amended to annex Phase B, Unit IV, Lots 298-328 and Lots 333-341, according to M. & P. 38, 81 & 82, records of Yavapai County, Arizona.

The lots in each phase shall become irrevocably subject to the Articles of Association and Covenants, and Conditions



and Restrictions at the time the first deed is recorded in that phase."

This Annexation confirms and reinstates that the annexed lots are subject to the original Article and First Amendment. The Declarants reserve the right to file any and all necessary amendments, if any, required for approval of future phases.

Declarant hereby affirms all other terms and provisions set forth in the original Declaration of Covenants, Conditions & Restrictions, as previously amended.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Annexation this 2nd day of June, 1999.

SAVAGE ENTERPRISES, INC.

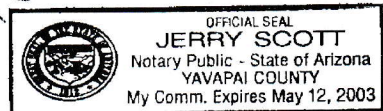
BY: John Terry Savage
JOHN TERRY SAVAGE, President

STATE OF ARIZONA)
) ss
County of Yavapai)

On this 2nd day of June, 1999, before me, the undersigned Notary Public, personally appeared JOHN TERRY SAVAGE, known to me (or satisfactorily proven) to be the President of Savage Enterprises, Inc., an Arizona Corporation, and that he, as such officer, being authorized to do so, executed the same for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires: 5-12-2003



CLIFF ROSE SUBDIVISION, UNIT 4, PHASE B (CR4B)

Enter the exceptions here:

1. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 194 of Deeds
Page 3
Recorded in Book 196 of Deeds
Page 378
Purpose electric lines

2. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 169 of Official Records
Page 377
Purpose undefined

3. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 685 of Official Records
Page 26
Purpose ingress and egress

4. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 741 of Official Records
Page 40
Recorded in Book 741 of Official Records
Page 42
Purpose roadway

5. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 746 of Official Records
Page 301
Purpose roadway and utilities

6. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 973 of Official Records
Page 385
Recorded in Book 973 of Official Records
Page 386
Purpose electric lines

7. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 1345 of Official Records
Page 896
Purpose ingress and egress

8. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 2276 of Official Records
Page 470
Purpose sanitary sewer

9. EASEMENT(S) as shown on the recorded plat of said subdivision.

10. RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Book 1918 of Official Records
Page 747-764
Amended in Book 2019 of Official Records
Page 429-431
Amended in Book 3501 of Official Records
Page 286
Annexed in Book 3668 of Official Records
Page 628

11. TERMS AND CONDITIONS as contained in that Development Agreement by and between the City of Prescott and Savage Enterprises, Inc. recorded November 23, 1994 in Book 2932 of Official Records, page 751.

12. Any charge due CLIFF ROSE HOMEOWNERS ASSOCIATION by reason of its inclusion within said Homeowners Association.

Enter the legal description here:

Lot _____, CLIFF ROSE SUBDIVISION, UNIT 4, PHASE B according to the plat of record in Book 38 of Maps, pages 81-82, records of Yavapai County, Arizona.

Enter the requirements here:

FINAL PLAT OF
CLIFF ROSE - UNIT 4, PHASE B
PLANNED AREA DEVELOPMENT
 A PORTION OF SECTION 23, T.14 N., R.2 W., G. & S.R.M.
 YAVAPAI COUNTY, ARIZONA
 40 LOTS, 14.34 ACRES

38/81

DECLARATION:
 KNOW ALL MEN BY THESE PRESENTS:
 That Savage Enterprises, Inc., an Arizona Corporation, has subdivided the land shown on this plat and hereby publishes this plat, as and for the purposes herein stated, in accordance with the provisions of Unit 4, Phase B and hereby declares that:

1. This plat sets forth the location of the lots and tracts situated within Cliff Rose - Unit 4, Phase B. Each lot and tract shall be known by the number or letter by which it is designated on this plat.
2. This plat sets forth the locations and gives the dimensions of the lots and tracts which shall be known as:
 51 - Charles Avenue and Vindicator Circle.
3. This plat sets forth the locations and gives the dimensions of the "Roadway Easements" to be granted to the City of Prescott for access and maintenance of easements and for public purposes consistent with the provisions of the plat. The location and dimensions of the roadway easements to be granted to the City of Prescott are not jeopardized.
4. Easements are hereby granted to public and private utility companies and the City of Prescott within Tracts A, B, and C and the purpose of CATV, sewer, water, and utility construction and maintenance.
5. Easements are hereby granted for drainage within the drainage easements and Tracts A and B or shown hereon and give the maintenance responsibility of the property owner.
6. Tracts A, B and C are dedicated as Open Space and to the public for pedestrian access purposes.
7. The existing 30' wide un-defined easements recorded in Book 169 of Official Records, Page 277, being no longer necessary, are hereby abandoned and not shown on this plat.

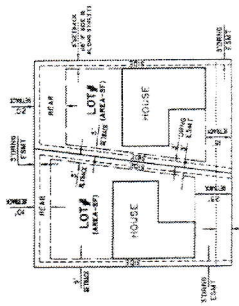
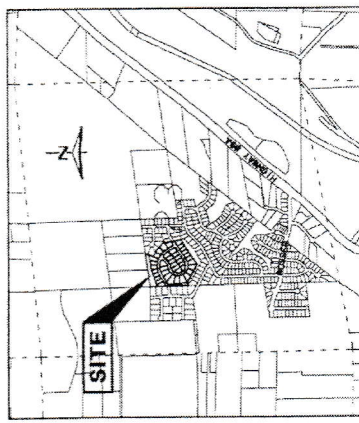
No portion of any area reflected on this plat shall be constructed in any manner to be a dedication of any roadway, easement, tract or lot to the public except as noted above or shown on this plat.

IN WITNESS WHEREOF, Franklin Don Savage, President of Savage Enterprises Inc., an Arizona Corporation, has hereunto caused his name to be signed.

DONE AT Prescott, Arizona, this 24 day of MAY, 1998.
Franklin Don Savage
 Franklin Don Savage, President

ACKNOWLEDGMENT:
 STATE OF ARIZONA } ss
 County of Yavapai }
 On this 24 day of MAY, 1998, before me,
 the undersigned Notary Public, did personally appear Franklin Don Savage,
 President of Savage Enterprises, Inc., being duly authorized to do so
 and executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereby set my hand and official seal.
Richard E. Paul
 My commission expires: 12 SEP 2000



NO SCALE
 1. TYPICAL UNLESS SHOWN OTHERWISE ON PLAT
 2. ALL SIDE YARD SETBACKS ARE 10 FEET

CERTIFICATION:
 I, Peter S. Jorgensen, certify that I am a Registered Land Surveyor within the State of Arizona, and that this Plat represents a survey made under my direction.
Peter S. Jorgensen
 Peter S. Jorgensen
 L.S. 16556

NOTE:
 All homes constructed within Phase B except Lots 302-309 will be required to install individual water booster system to boost pressure during City of Prescott's monthly system maintenance per the City requirement. No longer be required to install domestic pressure if increased by future improvements.

NOTE:
 This subdivision is located within the water service area of the City of Prescott which is an area designated as having an adequate water supply pursuant to Subsection E of AS 45-576.

ACCEPTANCE CERTIFICATE:
 The Mayor and City Council of the City of Prescott, Arizona, on this 24 day of MAY, 1998, have read and approved this plat and accept it for public use these dedicated roadways and easements shown hereon.
Mayor
 Mayor
 City Clerk

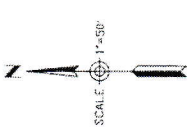
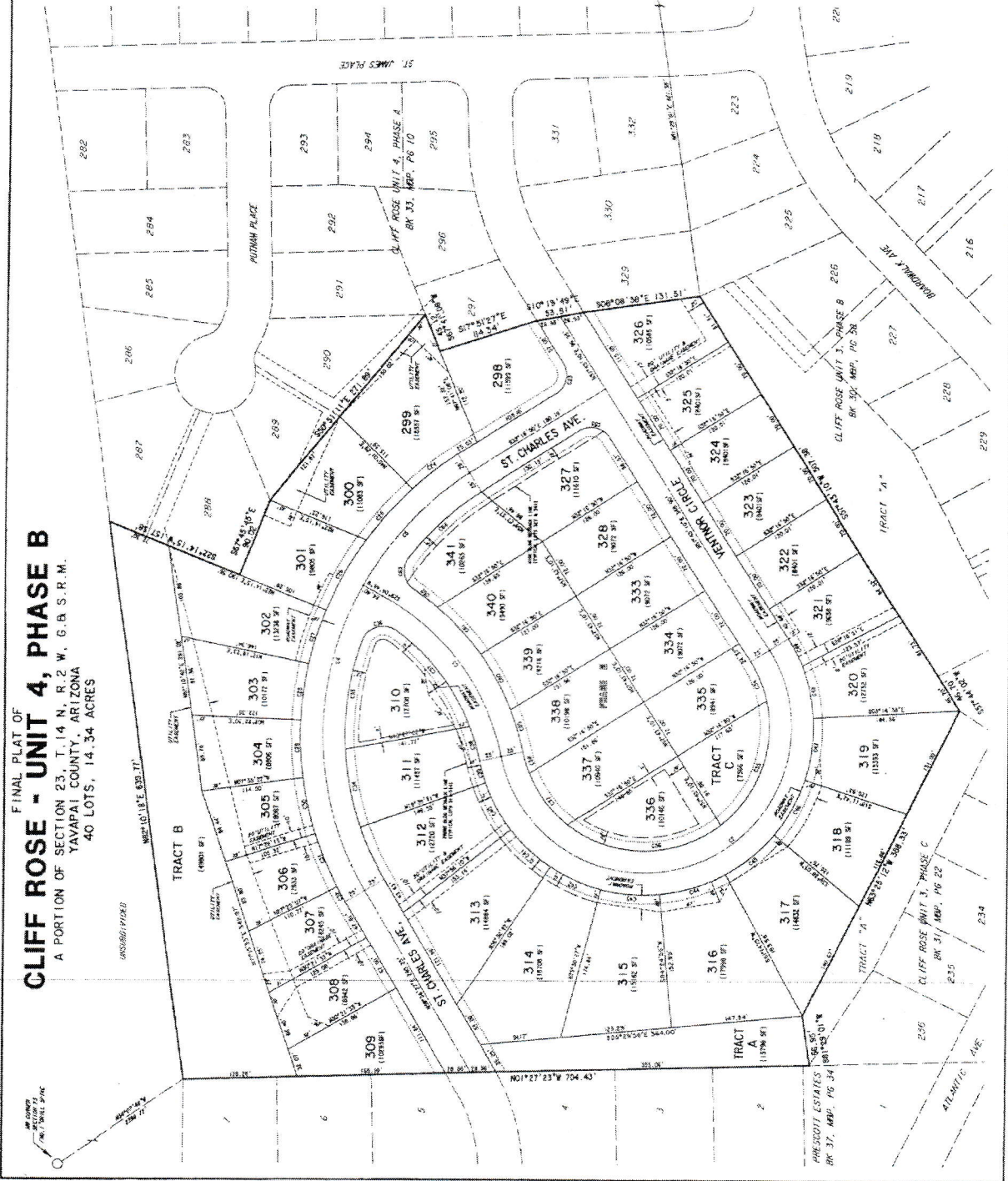
CITY ENGINEER'S CERTIFICATE:
 I hereby certify that this plat is in substantial conformance with the preliminary plat approved by the City of Prescott Mayor and Council on July 26, 1994 with modifications which I verify have been made.
City Engineer
 City Engineer

NOTES:
 This plat is in conformance with criteria established by State Standard Attachment 2-38 (SEA 2-38) under the authority of the Director of the Arizona Department of Water Resources (ADWR). Construction for this subdivision will conform to A.P.D.S. criteria.

DAY & ASSOCIATES, INC.
 1001 N. GAVIN BLVD. SUITE 100
 PHOENIX, AZ 85028
 PHONE: 602-955-1500
 FAX: 602-955-1501
 E-MAIL: DAY@DAYINC.COM
 WWW: WWW.DAYINC.COM

38/82

**FINAL PLAT OF
CLIFF ROSE - UNIT 4, PHASE B**
A PORTION OF SECTION 23, T.14 N., R.2 W., G.B. S.R.M.,
YAVAPAI COUNTY, ARIZONA
40 LOTS, 14.34 ACRES



NO.	AREA	PERIMETER	LENGTH	WIDTH	DEPTH	BEARING
1	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
2	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
3	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
4	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
5	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
6	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
7	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
8	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
9	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
10	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
11	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
12	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
13	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
14	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
15	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
16	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
17	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
18	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
19	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
20	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
21	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
22	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
23	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
24	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
25	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
26	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
27	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
28	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
29	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
30	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
31	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
32	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
33	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
34	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
35	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
36	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
37	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
38	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
39	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E
40	100.00	100.00	100.00	100.00	100.00	N 0° 0' 0" E

DAYA & ASSOCIATES, INC.
PLANNING ENGINEERS
1000 N. CENTRAL AVENUE, SUITE 100
PHOENIX, ARIZONA 85004
TEL: 602-254-1111
FAX: 602-254-1112
WWW.DAYA-INC.COM

DATE: 08/14/02
BY: [Signature]
CHECKED: [Signature]
SCALE: AS SHOWN

City of Prescott
Folder



INSTRUMENT # 8711991
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY
REQUEST OF:

CITY OF PRESCOTT
DATE: 03/31/87 TIME: 12:15
FEE: 18.00
BOOK 1918 PAGE 747 PAGES: 018

ARTICLES OF ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

CLIFFROSE, A PLANNED AREA DEVELOPMENT

§ 18	I	P	4	Co	5	St
Bk		Map				Pcl

FRANKLIN DON SAVAGE, KAREN R. SAVAGE, W.C. SAVAGE and CAROLYN SAVAGE, being the OWNERS of the proposed CLIFFROSE PLANNED AREA DEVELOPMENT (hereinafter "P.A.D."), according to the plat incorporated herein and recorded in the office of the County Recorder of Yavapai County in Book 26, pages 37 to 40, hereby set forth the Articles of Association and Declaration of Covenants, Conditions and Restrictions, which will apply to and be binding upon each LOT in the CLIFFROSE P.A.D. and shall run with the land.

R E C I T A L S

1. The Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "DECLARATION") is made on the date hereinafter set forth by the OWNERS listed above who are hereinafter referred to as "DECLARANTS".

2. DECLARANTS are the current OWNERS of certain property in the City of Prescott, Yavapai County, State of Arizona, more particularly described as:

BOOK 1918 PAGE 747

Lots numbered One (1) to Four Hundred Five (405) inclusive, in CLIFFROSE, a subdivision in Yavapai County, Arizona, according to the plat thereof on file and of record in the office of the County Recorder of Yavapai County in Book _____ of Maps, page _____.

3. DECLARANTS declare that the properties described above and any and all properties which may be acquired by DECLARANTS and made subject to the provisions of this DECLARATION should be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which will run with the real property and be binding on all parties having any right, title and interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each OWNER thereof.

ARTICLE I

Definitions

Section 1:

"ASSOCIATION" shall refer to the Cliffrose Homeowners Association, its successors and assigns. ASSOCIATION shall be operated on a co-operative and non-profit basis. If the ASSOCIATION is not initially incorporated, the LOT OWNERS may incorporate the ASSOCIATION under Arizona law.

Section 2:

"OWNER" shall refer to the record OWNER, whether one or more persons or entities, of the fee simple title to any LOT including

any townhouse unit which is a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3:

"PROPERTIES" shall mean and refer to that certain real property described and such additions as may hereafter be brought within the jurisdiction of the ASSOCIATION.

Section 4:

"COMMON AREA" shall mean all real property including the improvements thereto owned by the ASSOCIATION for the common use and enjoyment of the OWNER. The COMMON AREA shall be all that real property within the CLIFFROSE P.A.D. not specifically deeded to individual OWNERS nor reserved or dedicated for public use. Each OWNER and their guests shall have the non-exclusive right to the use and enjoyment of the COMMON AREAS, subject to the conditions set forth in Article II. The COMMON AREA is to be left in its natural state for the use of all LOT OWNERS.

Section 5:

"LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the COMMON AREA.

Section 6:

"DECLARANTS" refer to the current OWNERS, and their successors and assigns, if their successors and assigns should require more

than one undeveloped LOT from the DECLARANTS for the purpose of development.

ARTICLE II

Property Rights

Section 1: OWNERS' Easements of Enjoyment.

Every OWNER shall have a right and easement of enjoyment in and to the COMMON AREA which shall be appurtenant to and pass with the title to every lot, subject to the following provisions:

A. The right of the ASSOCIATION to charge reasonable annual dues to be set initially by DECLARANTS and to be deposited in a trust fund for the purpose of maintaining liability insurance on all COMMON AREAS, paying taxes and accounting fees, and maintaining planting areas or right-of-way improvements. The Directors of the ASSOCIATION may deposit monies not currently needed in Certificates of Deposit for future improvements approved by the ASSOCIATION.

B. The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREA to any public agency, authority or utilities for such purpose and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded and accepted by the affected public agency.

C. The right of the ASSOCIATION, after notice, to withdraw or suspend the right to use of the COMMON AREA by a LOT OWNER for

any period of time for any infractions of rules promulgated by the ASSOCIATION.

D. To dedicate or transfer any part of the COMMON AREA to any public agency or authority for such purpose as may be agreed on by the members and acceptance by public agency.

E. The COMMON AREA is to be left in its natural state for the use of all LOT OWNERS.

Section 2: Declaration of Use.

Any OWNER may delegate, in accordance with the By-laws of the ASSOCIATION, his right to enjoyment of the COMMON AREA and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1:

A. Every OWNER of a LOT which is subject to assessment shall be a member of the ASSOCIATION. Membership shall be appurtenant to, and may not be separated from, the ownership of any LOT.

B. The rights and obligations of an OWNER and membership in the ASSOCIATION shall not be assigned, transferred, pledged, conveyed or alienated except upon transfer of ownership to such LOT or by intestate succession, testamentary disposition, foreclosure of a

mortgage of record or such other legal process now in effect or as may be established pursuant to the laws of the State of Arizona.

Section 2:

The ASSOCIATION will have two (2) classes of voting membership:

A. Class "A":

Class "A" members shall be all OWNERS, with the exception of the DECLARANTS, and shall be entitled to one (1) vote for each LOT owned. When more than one (1) person holds an interest in any townhouse unit or single family lot, all such persons shall be members. The vote for such townhouse unit or LOT shall be exercised as the members determine, among themselves, but in no event shall more than one (1) vote be cast with respect to any LOT.

B. Class "B":

Class "B" members shall be the DECLARANTS who shall be entitled to three (3) votes for each LOT or townhouse owned. Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership. DECLARANTS and their successors in interest shall, until completion of all phases of the project, retain the exclusive right to develop the CLIFFROSE P.A.D. in phases as they deem appropriate and shall maintain control over concept and development of subsequent phases

of construction. The ASSOCIATION may not override these development rights.

Section 3:

The initial annual meeting of the ASSOCIATION shall be held within one (1) year (with a 15-day allowance for date convenience purposes) from the date of closing of the first sale. Thereafter, the annual meeting of members shall be held on the ____ day of _____, of each year beginning _____ at such location as the President or a majority of the Board of Directors shall specify in writing to the LOT OWNERS. If the date for the annual meeting shall fall on a holiday, the meeting shall be held on the next succeeding business day.

Section 4:

The ASSOCIATION will provide By-laws for its administration, the composition of the Board of Directors and election of officers.

Section 5:

If the general plan of development is not pursued to completion and an affirmative statement of abandonment of any or all parts of the general plan previously approved by the City of Prescott is recorded in the Office of the Yavapai County Recorder, Arizona, the voting power of the 405 LOTS, as set forth above, shall be reduced by the number of lots abandoned.

300-1918 PAGE 753

ARTICLE IV

Covenant for Maintenance Assessment

Section 1: Creation of the Lien and Personal Obligation of Assessments.

Each OWNER of any LOT, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay the ASSOCIATION:

1. The annual assessment or charges as set forth in Article II above.

2. The annual assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

3. The assessment, together with the lien, shall be the personal obligation of the person who is the OWNER of the property at the time of the assessment.

4. LOTS owned by DECLARANTS shall be exempt from and have no obligation to pay assessments.

Section 2: Purpose of the Assessment:

The Assessment, as set forth in Article II above, shall be used to provide and pay for liability insurance, taxes and fees associated with the COMMON AREA.

Section 3: Banking of Funds:

The funds of the ASSOCIATION are to be deposited in a bank in the Prescott area as designated by the Board of Directors in an

account for the ASSOCIATION by authority of a resolution approved by the Board.

Section 4: Maintenance:

Each LOT OWNER is responsible for the maintenance, inside and out, of all property owned by the OWNER. Each LOT OWNER is responsible for water, sewer and garbage collection fees for his LOT.

Section 5: Maximum Annual Assessment:

A. The initial maximum annual assessment shall be set by the Board of Directors to be effective for a period of one (1) year immediately following the conveyance of the first LOT to an OWNER.

B. From and after the end of one (1) year immediately following the conveyance of the first LOT to an OWNER, the maximum annual assessment may be increased based on the percentage increase of liability insurance, taxes, and expenses, and fees associated with the COMMON AREA. The Board of Directors of the ASSOCIATION shall fix the annual assessment.

Section 6: Due Date of Annual Assessment:

Written notice of the annual assessments shall be sent to every OWNER each year. The assessments shall be fixed and paid for at the time of the LOT purchase and on an annual basis thereafter.

Section 7: Effect of Non-Payment:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The ASSOCIATION may bring an action at

500-1918 PAGE 755

law against the OWNER personally to pay the same or foreclose the lien against the property. No OWNER may waive or otherwise escape liability for the assessment provided for herein by non-use of the COMMON AREA or abandonment of the LOT.

ARTICLE V

Architectural Control and Deed Restrictions

Section 1:

A. No building, fence, wall or other structure shall be erected or maintained on the property, nor shall any addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures by the Board of Directors of the ASSOCIATION, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications are submitted, approval will not be required, and this Article will have been deemed fully complied with.

B. Not more than one (1) single family dwelling unit shall be constructed on each LOT. The single family dwelling shall contain not less than 800 square feet of living floor space, and the townhouse unit shall contain not less than 640 square feet of liv-

ing area. Carports and garages shall not be considered a part of the required floor space of a dwelling unit. Each single-family dwelling shall have at least a one (1) car carport or garage and shall additionally provide at least two (2) off-street parking spaces per LOT, except that patio home (or townhouse, if attached) units shall only be required to provide at least one (1) additional off-street parking space per LOT.

C. Construction standards shall conform with the requirements of the Federal Housing Administration of the United States Government, or any successor thereto, as such standards may, from time to time, exist with respect to the area in which the land is situated.

D. No livestock or other animals, other than the usual household pets, shall be permitted, and no person shall engage in raising household pets for the purpose of sale. Pets shall be confined in such a manner as not to disturb the remaining property OWNERS, and no unsanitary conditions or odors shall exist.

E. No temporary house trailers, tents, garages or other out-buildings shall be erected without the approval of the Board of Directors of the ASSOCIATION.

F. No billboards or advertising signs of any character shall be erected, placed or permitted on the property, except for standard "For Rent" or "For Sale" signs used by realtors.

G. Only new structures of conventional design shall be built on the premises. The moving of old or new structures, built at

other places and purchased for the purposes of moving on LOTS is strictly prohibited.

H. No house trailers, mobile homes, or dome-shaped homes will be allowed on the LOTS.

I. The property shall be used for single-family residential purposes only.

J. All construction of dwellings and other improvements on the LOTS must be completed within one (1) year from the date of commencement of construction, except for delays in building caused by acts of God, strikes, lockouts and/or restrictions resulting from war.

K. No LOTS shall be used in whole or in part for the storage of rubbish of any character, nor for the storage of any property or thing that will cause the LOT to appear unclean or untidy, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon the LOT that will emit foul and obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the surrounding property.

L. Each unit shall be kept in a neat and orderly condition. No unlicensed or unused vehicles are to be stored on any LOT.

M. The buildings shall not exceed two (2) stories.

N. A zero lot line setback will be allowed on one (1) side of each LOT, subject to a 10-foot side yard setback provided at the

opposite side of each LOT. The location of the zero lot lines shall be specifically designated on the final approved plat.

O. When a zero lot line exists on any single family LOT, the OWNER building on the zero lot line shall have a 3-foot maintenance easement onto the adjacent LOT. The overhang and guttering on the units built on the zero lot line and entitled to the 3-foot maintenance easement shall not exceed a 12-inch projection onto the maintenance easement. Patio home LOTS may have a zero lot line on both sides of the LOT, and the abutting OWNERS shall each have a 3-foot maintenance easement onto the adjacent LOT. If the units on the zero lot line are not attached with a common wall, there shall be a minimum 6-foot separation along the entire side lot line between units within which there shall be no structures or permanent improvements.

P. OWNERS are responsible for all repairs and maintenance of their own LOTS and improvements.

ARTICLE VI

Common Wall

The rights and duties of OWNERS in respect to a common wall shall be as follows:

A. The OWNERS of contiguous LOTS which have a common wall shall both have the equal right to use of the wall, provided that such use by one OWNER does not interfere with the use of the same by the other OWNER.

BDD-1918 PAGE 759

B. In the event any common wall is damaged or destroyed through an act of an OWNER or any of his agents, guests or family members, it shall be the obligation of such OWNER to rebuild and repair the common wall at his cost.

C. In the event any common wall is damaged or destroyed other than by accident or intention of a joint OWNER, his agents, guest or family members, it shall be the joint obligation of the OWNERS of the LOTS upon which the wall is found to repair or rebuild.

D. In the event of a dispute between the OWNERS in respect to the construction and repairability of a common wall, the OWNERS shall submit the dispute to the Board of Directors for decision, which will be binding on all OWNERS.

ARTICLE VII

General Provisions

Section 1: Enforcement:

The ASSOCIATION or any OWNER shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this DECLARATION. The non-complying party shall pay all expenses and reasonable attorney's fees incurred by the ASSOCIATION or OWNER in enforcing the provisions. Prior to proceeding with any direct right of action, any aggrieved OWNER shall first submit the dispute to the Board of Directors or a committee ap-

pointed by the BOARD for informal resolution. OWNERS agree to be bound by the decision of the BOARD or committee as in arbitration proceedings. If the non-compliance is not cured after notice and hearing by the BOARD or committee, the ASSOCIATION shall have the first right to proceed with legal action. Failure by the ASSOCIATION or any OWNER to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

Section 2: Severability:

Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions which shall remain in full force and effect.

Section 3: Amendment:

The covenants and restrictions of this DECLARATION shall run with and bind the land for a term of 25 years from the date this DECLARATION is recorded, after which time it shall be automatically extended for successive periods of 10 years. This DECLARATION may be amended during the 25-year period by an instrument signed by not less than 90 percent of the LOT OWNERS and thereafter by an instrument signed by not less than 75 percent of the LOT OWNERS. Any amendment must be recorded.

Section 4: Annexation:

A. Additional residential property and COMMON AREA may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

BCC 1918 PAGE 761

DATED this 30th day of March, ¹⁹⁸⁷ 1985.

CLIFFROSE, A PLANNED AREA DEVELOPMENT

Franklin Don Savage
BY: Franklin Don Savage

Karen R. Savage
BY: Karen R. Savage

W.C. Savage
BY: W.C. Savage

Carolyn Savage
BY: Carolyn Savage

800-1918 PAGE 762

STATE OF ARIZONA)
) ss.
County of Yavapai)

SEAL On this 30th day of March, ¹⁹⁸⁷1985, before me, the undersigned Notary Public, personally appeared FRANKLIN DON SAVAGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.


NOTARY PUBLIC

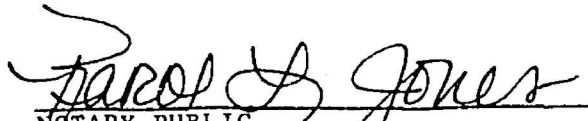
MY COMMISSION EXPIRES:

May 30, 1989

STATE OF ARIZONA)
) ss.
County of Yavapai)

SEAL On this 30th day of March, ¹⁹⁸⁷1985, before me, the undersigned Notary Public, personally appeared KAREN R. SAVAGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.


IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 30, 1989

800-1918 PAGE 763

	INSTRUMENT # 8806420	
	OFFICIAL RECORDS OF YAVAPAI COUNTY PATSY C. JENNEY REQUEST OF:	
DON SAVAGE		
DATE: 02/23/88 TIME: 16:30		
FEE: 5.00		
BOOK 2019 PAGE 429 PAGES: 003		

RUSH

3	5	1	P	A	Co	5	St
Bk		Map			Pcl		

AMENDMENT TO ARTICLES OF ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Subsequent to March 31, 1987, Franklin Don Savage, Karen R. Savage, W.C. Savage and Carolyn Savage, who were owners and declarants of the Cliff Rose Planned Area Development in the original Declaration of Covenants, Conditions & Restrictions, conveyed and assigned all of their interests in Lots 1-19 of Cliff Rose to Savage Enterprises, Inc., an Arizona Corporation. Title to the lots is currently held in trust by Landmark Title Agency, Inc., an Arizona corporation, as trustee under subdivision Trust Agreement No. 5300.

Savage Enterprises, Inc., being the owner and successor in interest to the original Declarants, as "Declarant", this 12th day of February, 1988, hereby amends and modifies the Declaration of Covenants, Conditions & Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, and recorded on the 31st day of March, 1987 in book 1918, pages 747-764 inclusive, in the office of the Yavapai County Recorder, as follows:

500-2019 PAGE 429

The preface, page 1, line 5, is amended to add: "Book of Maps 26, pages 37 to 40,"

RECITALS, Paragraph 2, is amended to add:

"These Covenants, Conditions and Restrictions shall initially apply only to Phase I, Lots 1-19 and related common areas. They shall, however, allow for annexation of future phases and shall apply automatically to subsequent phases as approved, unless further amended prior to approval of additional phases."

Article III, Section 3, is amended to read:

"Hereafter, the annual meeting of members shall be held on or about the 1st day of October of each year beginning October 1, 1988."

Article III, Section 5, is amended to substitute 19 Lots for 405 Lots (subject to allowance for annexation of future phases.)

Article IV, Section 5, paragraph A, is amended to read:

"A. Maximum Annual Assessment:

For a period of one (1) year immediately following the conveyance of the first LOT to a owner, the initial maximum annual assessment shall be FIFTY DOLLARS (\$50.00).

Declarant is the owner of one hundred percent (100%) of all lots and units to which the original Declaration of Covenants, Conditions & Restrictions dated March 31, 1987 apply and to which this Amendment shall apply."

Article V, Section 1, is amended to add a paragraph Q, as follows:

500-2019 PAGE 450

"Q. Front yard setbacks shall be twenty-five (25) feet but may be reduced to a minimum of ten (10) feet in conformance with the City of Prescott's topographic exception. Rear yard setbacks shall be a minimum of ten (10) feet."

Declarant hereby affirms all other terms and provisions set forth in the original Declaration of Covenants, Conditions & Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 23rd day of February, 1988.

SAVAGE ENTERPRISES, INC.,
an Arizona corporation

By: Franklin Don Savage
Its President

STATE OF **SEAL** ARIZONA)
County of Yavapai) ss.

On this 23rd day of February, 1988, before me, the undersigned Notary Public, personally appeared Franklin Don Savage, who acknowledged himself to be the President of SAVAGE ENTERPRISES, INC., an Arizona corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.


IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

Carol S. Jones
Notary Public

My Commission Expires:

May 30, 1989

ENC. 2019 PAGE 431

	INSTRUMENT # 8806420
	OFFICIAL RECORDS OF YAVAPAI COUNTY PATSY C. JENNEY REQUEST OF:
DON SAVAGE	
DATE: 02/23/88 TIME: 16:30	
FEE: 5.00	
BOOK 2019 PAGE 429 PAGES: 003	

RUSH

3	5	1	P	A	Co	5	St
Blk		Map			Pct		

AMENDMENT TO ARTICLES OF ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Subsequent to March 31, 1987, Franklin Don Savage, Karen R. Savage, W.C. Savage and Carolyn Savage, who were owners and declarants of the Cliff Rose Planned Area Development in the original Declaration of Covenants, Conditions & Restrictions, conveyed and assigned all of their interests in Lots 1-19 of Cliff Rose to Savage Enterprises, Inc., an Arizona Corporation. Title to the lots is currently held in trust by Landmark Title Agency, Inc., an Arizona corporation, as trustee under subdivision Trust Agreement No. 5300.

Savage Enterprises, Inc., being the owner and successor in interest to the original Declarants, as "Declarant", this 12th day of February, 1988, hereby amends and modifies the Declaration of Covenants, Conditions & Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, and recorded on the 31st day of March, 1987 in book 1918, pages 747-764 inclusive, in the office of the Yavapai County Recorder, as follows:

500-2019 PAGE 429

The preface, page 1, line 5, is amended to add: "Book of Maps 26, pages 37 to 40,"

RECITALS, Paragraph 2, is amended to add:

"These Covenants, Conditions and Restrictions shall initially apply only to Phase I, Lots 1-19 and related common areas. They shall, however, allow for annexation of future phases and shall apply automatically to subsequent phases as approved, unless further amended prior to approval of additional phases."

Article III, Section 3, is amended to read:

"Hereafter, the annual meeting of members shall be held on or about the 1st day of October of each year beginning October 1, 1988."

Article III, Section 5, is amended to substitute 19 Lots for 405 Lots (subject to allowance for annexation of future phases.)

Article IV, Section 5, paragraph A, is amended to read:

"A. Maximum Annual Assessment:

For a period of one (1) year immediately following the conveyance of the first LOT to a owner, the initial maximum annual assessment shall be FIFTY DOLLARS (\$50.00).

Declarant is the owner of one hundred percent (100%) of all lots and units to which the original Declaration of Covenants, Conditions & Restrictions dated March 31, 1987 apply and to which this Amendment shall apply."


Article V, Section 1, is amended to add a paragraph Q, as follows:

500-2019 PAGE 450

Recorded at the Request of:

When Recorded, Mail to:

DON SAVAGE
PO BOX 1419
SCOTT AZ
86302

	INSTRUMENT # 9759896	
	OFFICIAL RECORDS OF YAVAPAI COUNTY	
PATSY C. JENNEY-COLON REQUEST OF:		
DON SAVAGE		
DATE: 10/20/97 TIME: 12:30		
FEE: 5.00 SC: 4.00 PT: 1.00		
BOOK 3501 PAGE 286 PAGES: 004		

BK	FILE
	5
MP	54
PCL	53
	51
	10
	X

THIRD AMENDMENT TO CCR'S

BOOK 3501 PAGE 286

L

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J

THIRD AMENDMENT TO ARTICLES OF ASSOCIATION AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Savage Enterprises, Inc., owner and successor in interest to the original Declarants, as "Declarant", this 20th day of OCT., 1997, hereby amends and modifies the Declaration of Covenants, Conditions and Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, as recorded on the 31st day of March, 1987 in Book 1918, Pages 747-764, inclusive, in the office of the Yavapai County Recorder, as initially amended February 12, 1988, which amendment was included in Book 2019, Pages 429-431, and amended August 3, 1988, which amendment was included in Book 2067, Pages 127-128, records of Yavapai County, Arizona, as follows:

Article IV, Section 5, Paragraph B, is amended to read:

B. From and after the end of one (1) year immediately following the conveyance of the first LOT to an OWNER, the maximum annual assessment for each LOT may be increased or decreased based on the percentage of LOT ownership and/or the percentage increase of liability insurance, taxes, expenses, and fees associated with the Common Areas. The Board of Directors of the Association shall fix the annual assessment.

BGDY 3501 PAGE 287

Article V, Section 1, Paragraph B, is amended to read:

Not more than one (1) single family dwelling unit shall be constructed on each LOT. The single family dwelling shall contain not less than 1,200 square feet of living space. Carports and garages shall not be considered a part of the required floor space of a dwelling unit. Each single-family dwelling shall have a least one (1) carport or garage and shall additionally provide at least two (2) off street parking spaces per LOT. No parking shall be allowed on unpaved portions of the LOT.

Article V, Section 1, Paragraph D, is amended to include this sentence at the end:

Dogs shall be kept leashed at all times when using sidewalks, streets or the Common Area and the OWNER shall be required to pick up immediately any animal feces left on yards, sidewalks, streets, or the Common Area, as well as on any unsold or vacant lots.

BOOK 3501 PAGE 288

Declarant hereby affirms all other terms and provisions set forth in the original Declaration of Covenants, Conditions & Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 14th day of OCT, 1997.

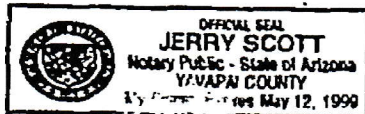
SAVAGE ENTERPRISES, INC.,
an Arizona corporation

By: Don Savage
Its President

STATE OF ARIZONA)
) SS
County of Yavapai)

On this 14th day of OCT, 1997, before me, the undersigned Notary Public, personally appeared Franklin Don Savage, who acknowledged himself to be the President of SAVAGE ENTERPRISES, INC., an Arizona corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.



[Signature]
Notary Public

My Commission Expires:
5-12-99

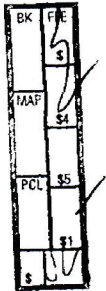
BDDK 3501 PAGE 289

Mail to:
Don Savage
P O BOX 1419
Prescott AZ 86302

19991145

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CLIFF ROSE, A PLANNED AREA DEVELOPMENT

Savage Enterprises, Inc., owner and successor in interest to the original Declarants as "Declarant", this 2nd day of June, 1999, hereby amends and modifies the Declaration of Covenants, Conditions, and Restrictions dated March 31, 1987, that apply to Unit 1, Phase A and all additional units and phases, as recorded on the 31st day of March, 1987 in book 1918, Pages 747-764, inclusive, in the office of the Yavapai County Recorder, as initially amended February 12, 1988, which amendment was included in Book 2019, pages 429-431, records of Yavapai County, Arizona, amended October 20, 1997, which amendment was included in Book 3501, pages 286, records of Yavapai County, Arizona as follows:



RECITALS, Paragraph 2, is amended to add:

"The Articles of Association and Declaration of Covenants, Conditions & Restrictions of Cliff Rose, a planned area Development are amended to annex Phase B, Unit IV, Lots 298-328 and Lots 333-341, according to M. & P. 38, 81 & 82, records of Yavapai County, Arizona.

The lots in each phase shall become irrevocably subject to the Articles of Association and Covenants, and Conditions

and Restrictions at the time the first deed is recorded in that phase."

This Annexation confirms and reinstates that the annexed lots are subject to the original Article and First Amendment. The Declarants reserve the right to file any and all necessary amendments, if any, required for approval of future phases.

Declarant hereby affirms all other terms and provisions set forth in the original Declaration of Covenants, Conditions & Restrictions, as previously amended.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Annexation this 2nd day of June, 1999.

SAVAGE ENTERPRISES, INC.

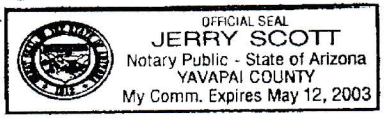
BY: John Terry Savage
JOHN TERRY SAVAGE, President

STATE OF ARIZONA)
) ss
County of Yavapai)

On this 2nd day of June, 1999, before me, the undersigned Notary Public, personally appeared JOHN TERRY SAVAGE, known to me (or satisfactorily proven) to be the President of Savage Enterprises, Inc., an Arizona Corporation, and that he, as such officer, being authorized to do so, executed the same for the purposes therein contained.

Jerry Scott
Notary Public

My Commission Expires: 5-12-2003

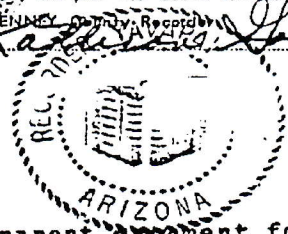


I do hereby certify that the within Instrument was filed and recorded at the request of on DEC 17 '80-8 10 PM o'clock Book 1345 Official Records Page 896
Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATSY C. JENNEY, County Recorder
By Kathleen J. Boyles, Deputy

Mailed to: Don Savage
PO Box 1419
Prescott Az 86302

EASEMENT



3-

The undersigned hereby establish a permanent easement for egress and egress described as follows:

An easement 25 feet in width lying within the Northwest quarter of the Southeast quarter and the Northeast quarter of the Southeast quarter of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona. Starting at a point that lies 25 feet South of the North boundary line of that certain piece of property described in Book 841, page 999, Official Records of Yavapai County, Arizona, which is identical to the Westerly right of way line of Highway 89 North as it existed in September, 1959, thence extending westerly approximately 600 feet, thence to follow an undefined route over and across that certain piece of property as described in Book 685 of Official Records, Yavapai County, Arizona, page 26, to a point on the south boundary line of that certain piece of property as described in Book 741, page 36, Official Records, Yavapai County, Arizona, to the termination of said easement.

Dated this 12th day of December, 1980.

Franklin Don Savage
Franklin Don Savage

Karen R. Savage
Karen R. Savage

ACCOMODATION

STATE OF ARIZONA
County of Yavapai

This instrument was acknowledged before me this 12th day of December, 1980, by Franklin Don Savage and Karen R. Savage.



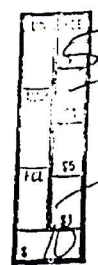
Irene Jaspers
Notary Public

My commission expires: 5/1/81

--- EASEMENT ---

KNOW ALL MEN BY THESE PRESENTS:

That, Franklin Don Savage, as owner of that certain real property situated within Yavapai County, Arizona, hereby dedicates to the City of Prescott, an easement for the construction, operation and maintenance of sanitary sewers, maintenance roads and appurtenances, that portion of section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, as described by EXHIBIT "A", attached and made a part hereto.



ACKNOWLEDGEMENT:

State of Arizona)
County of YAVAPAI) ss.


The foregoing instrument was acknowledged before me this 1st day of AUG, 1990 by:

SAVAGE ENTERPRISES (name) Franklin Don Savage (signature)

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

Sandra S. Bandurant
NOTARY PUBLIC

My Commission Expires

 INSTRUMENT # 9030064
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY
REQUEST OF:
DAVA & ASSOC
DATE: 08/06/90 TIME: 16:35
FEE: 5.00 SC: 4.00 PT: 1.00
BOOK 2276 PAGE 470 PAGES: 003

SEAL

BOOK 2276 PAGE 470



EXHIBIT "A"

An easement for the construction, operation and maintenance of sanitary sewers, maintenance roads, and appurtenances, located within Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona; further described as follows:

Beginning at the Northwest corner of Lot 124 of Cliff Rose - Unit 1 as recorded in Book 26 of Maps & Plats, Pages 37-40, Yavapai County Recorder's Office;

thence, along the Westerly line of said Lot 124, South 15°26'08" West, a distance of 20.60 feet;

thence, North 61°39'48" West, a distance of 19.57 feet;

thence, North 28°20'12" East, a distance of 24.34 feet;

thence, North 51°14'23" East, a distance of 170.09 feet;

thence, North 71°26'56" East, a distance of 340.95 feet;

thence, North 46°53'43" East, a distance of 181.55 feet;

thence, North 00°37'20" East, a distance of 37.55 feet;

thence, South 89°22'40" East, a distance of 20.00 feet;

thence, South 00°37'20" West, a distance of 20.45 feet;

thence, South 42°00'35" East, a distance of 17.73 feet;

thence, South 47°59'25" West, a distance of 53.00 feet to the Northwest corner of Lot 111 of said Cliff Rose - Unit 1;

thence, along the boundary of said Cliff Rose - Unit 1, South 47°59'25" West, a distance of 164.19 feet;

thence, continuing along said boundary, South 76°52'28" West, a distance of 78.94 feet;

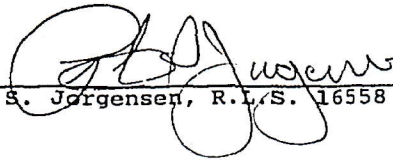
thence, continuing along said boundary, South 71°26'56" West, a distance of 148.20 feet;

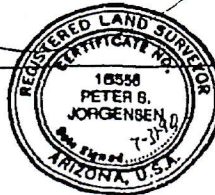
thence, continuing along said boundary, South 62°14'00" West, a distance of 138.00 feet;

thence, continuing along said boundary, South 57°31'39" West, a distance of 69.81 feet;

thence, continuing along said boundary, South 49°58'10" West, a distance of 64.73 feet to the point of beginning and to the end of this description.

I certify that, I, Peter S. Jorgensen, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains true, accurate and adequate information to allow retracement thereof.


Peter S. Jorgensen, R.L.S. 16558



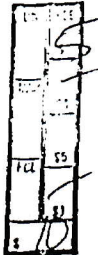
(Cliff Rose - Unit 1 SWR.ESM 31JUL90 REF)

BOOK 2276 PAGE 472

--- EASEMENT ---

KNOW ALL MEN BY THESE PRESENTS:

That, Franklin Don Savage, as owner of that certain real property situated within Yavapai County, Arizona, hereby dedicates to the City of Prescott, an easement for the construction, operation and maintenance of sanitary sewers, maintenance roads and appurtenances, that portion of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, as described by EXHIBIT "A", attached and made a part hereto.



ACKNOWLEDGEMENT:

State of Arizona)
County of YAVAPAI) ss.


The foregoing instrument was acknowledged before me this 1st day of AUG, 1990 by:

SAVAGE ENTERPRISES Franklin Don Savage
(name) (signature)

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

Candra S. Bandurant
NOTARY PUBLIC

My Commission Expires 06/1/1996
My Commission Expires

 INSTRUMENT # 9030064
OFFICIAL RECORDS OF
YAVAPAI COUNTY
PATSY C. JENNEY
REQUEST OF:
DATA & ASSOC.
DATE: 08/06/90 TIME: 16:35
FEE: 5.00 SC: 4.00 PT: 1.00
BOOK 2276 PAGE 470 PAGES: 003

SEAL

BOOK 2276 PAGE 470

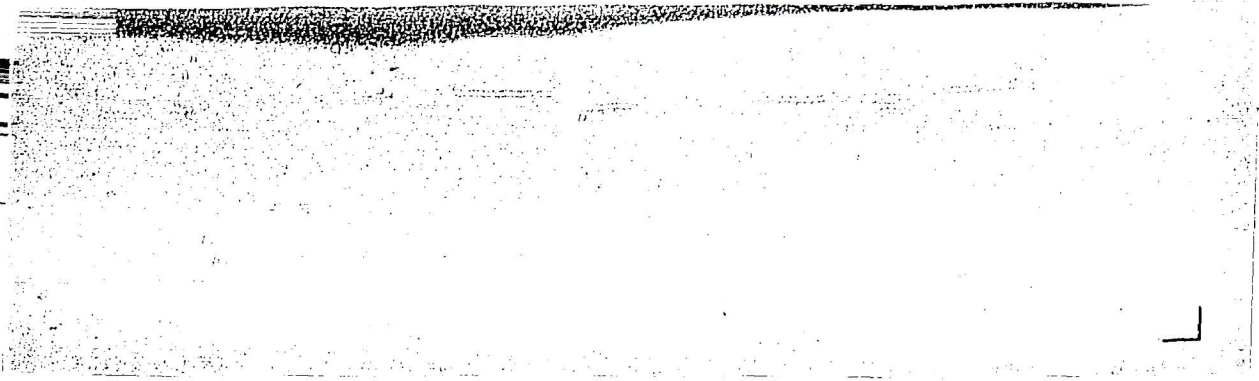


EXHIBIT "A"

An easement for the construction, operation and maintenance of sanitary sewers, maintenance roads, and appurtenances, located within Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona; further described as follows:

Beginning at the Northwest corner of Lot 124 of Cliff Rose - Unit 1 as recorded in Book 26 of Maps & Plats, Pages 37-40, Yavapai County Recorder's Office;

thence, along the Westerly line of said Lot 124, South 15°26'08" West, a distance of 20.60 feet;

thence, North 61°39'48" West, a distance of 19.57 feet;

thence, North 28°20'12" East, a distance of 24.34 feet;

thence, North 51°14'23" East, a distance of 170.09 feet;

thence, North 71°26'56" East, a distance of 340.95 feet;

thence, North 46°53'43" East, a distance of 181.55 feet;

thence, North 00°37'20" East, a distance of 37.55 feet;

thence, South 89°22'40" East, a distance of 20.00 feet;

thence, South 00°37'20" West, a distance of 20.45 feet;

thence, South 42°00'35" East, a distance of 17.73 feet;

thence, South 47°59'25" West, a distance of 53.00 feet to the Northwest corner of Lot 111 of said Cliff Rose - Unit 1;

thence, along the boundary of said Cliff Rose - Unit 1, South 47°59'25" West, a distance of 164.19 feet;

thence, continuing along said boundary, South 76°52'28" West, a distance of 78.94 feet;

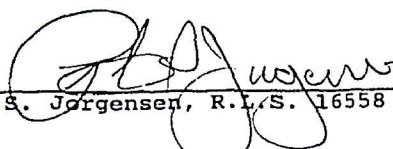
thence, continuing along said boundary, South 71°26'56" West, a distance of 148.20 feet;

thence, continuing along said boundary, South 62°14'00" West, a distance of 138.00 feet;

thence, continuing along said boundary, South 57°31'39" West, a distance of 69.81 feet;

thence, continuing along said boundary, South 49°58'10" West, a distance of 64.73 feet to the point of beginning and to the end of this description.

I certify that, I, Peter S. Jorgensen, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains true, accurate and adequate information to allow retracement thereof.


Peter S. Jorgensen, R.L.S. 16558



(Cliff Rose - Unit 1 SWR.ESM 31JUL90 REF)

BOOK 2276 PAGE 472

When Recorded Mail To:

*City
Folder*



INSTRUMENT # 2468247
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO W. CARSON
REQUEST OF
CITY OF PRESCOTT
DATE: 11/23/94 TIME: 10:30
FEE: 4.00 SC: FT:
BOOK 2932 PAGE 751 PAGES: 007

EX	FF
	4
MAP	
	SS
PCL	
	ST
S	4

Caption: Development Agmt - Savage Ent., Inc.
DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT #94-128

BOOK 2932 PAGE 751

#94-128

DEVELOPMENT AGREEMENT

WHEREAS the City of Prescott (hereinafter referred to as "City") is entitled to enter into this agreement pursuant to ARS Section 9-500.05; and

WHEREAS SAVAGE ENTERPRISES, INC. (hereinafter referred to as "Savage") owns the real property referred to herein; and

WHEREAS Savage has been granted approval of a preliminary plat for the development of the foregoing property, subject to Savage entering into a development agreement for the development of the subject property; and

WHEREAS the parties hereto wish to enter into a Development Agreement to provide for the development of the foregoing property upon certain terms and conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this agreement shall relate to that specific property, more particularly identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as "the Property".
2. That this agreement shall become operative upon its approval by the Prescott City Council and recordation with the Yavapai County Recorder.
3. That in the event that the Arizona Department of Game and Fish deems it necessary or desirable to relocate the antelope herd, Savage shall reimburse the Arizona Department of Game and Fish a one-time fee in the sum of \$1,128.21 to partially offset the costs associated with said relocation.
4. All streets and sidewalks within the Property shall be dedicated to and open to the public.
5. Savage shall pay to the City of Prescott a one-time fee in the sum of \$2,030.79, said sum to represent Savage's contribution to the development of a 5 acre area park. The foregoing sum shall be paid concurrent with the submission of the final plat for the Property.
6. That notwithstanding anything to the contrary contained herein, Savage agrees that all development within the Property shall be subject to applicable City-wide development and impact fees.
7. Savage shall construct water and sewer infrastructure,

utilities and paving of roadway subject to the approval of the City's Public Works Director.

8. This agreement shall run with the land, and shall be binding upon Savage's successors in interest and assigns.

9. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this agreement.

10. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

11. Savage further agrees to contribute the sum of \$3,386.00 towards signalization which will be required as a result of the development of the area, the foregoing sum being the proportionate share due to the development of the property. The foregoing sum shall be paid prior to the release of the subdivision.

12. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

13. Time is of the essence in this agreement. The failure of either party to require the strict performance by the other of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

DATED this 3 day of NOV., 1994.

SAVAGE ENTERPRISES, INC.

Don Savage
By: DON SAVAGE, President

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 22 day of NOV., 1994.

Daiton Rutkowski
DAITON RUTKOWSKI, Mayor

ATTEST:

SEAL

APPROVED AS TO FORM:

Marie L. Watson
MARIE L WATSON
City Clerk

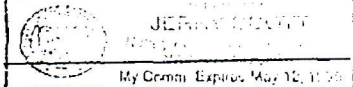
John R. Moffitt
JOHN R MOFFITT
City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN TO before me this 3 day of Nov., 1994 by Don Savage, President of Savage Enterprises, Inc.

[Signature]
Notary Public

My commission expires:



STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN TO before me this 22nd day of NOVEMBER
1994 by Marie L. Watson, Prescott City Clerk and Daiton
Rutkowski, Mayor of the City of Prescott.

Judith A. Carson
Notary Public

My commission expires:

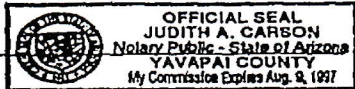


EXHIBIT "A"

All that portion of Section 23, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, based on the Record of Survey recorded in Book 1 of Land Surveys, Page 143, records of Yavapai County, Arizona;

BEGINNING at the Northwest corner of the Northeast Quarter of the southwest Quarter of said Section 23;

Thence South 63 degrees, 25 minutes, 12 seconds East, a distance of 387.69 feet, to a point on the Northerly boundary of CLIFF ROSE, UNIT 3, PHASE A, according to the plat of record in Book 30 of Maps, Page 36, records of Yavapai County, Arizona;

Thence North 57 degrees, 44 minutes, 02 seconds East, a distance of 46.70 feet, along the Northerly boundary of said CLIFF ROSE, UNIT 3, PHASE B, according to the plat of record in Book-30 of Maps, Page 58, records of Yavapai County, Arizona;

Thence North 57 degrees, 43 minutes, 10 seconds East, a distance of 507.38 feet, along the Northerly boundary of said CLIFF ROSE, UNIT 3, PHASE B, to a point on the North line of the Northeast Quarter of the Southwest Quarter of said Section 23;

Thence North 81 degrees, 29 minutes, 01 seconds East, a distance of 421.58 feet, along the Northerly boundary of said CLIFF ROSE, UNIT 3, PHASE B and along the North line of the Northeast Quarter of the Southwest Quarter of said Section 23 to the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 23, also known as the Center Quarter corner;

Thence North 01 degrees, 31 minutes, 05 seconds West, a distance of 688.52 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23 to the Northeast corner of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter of said Section 23;

Thence South 82 degrees, 10 minutes, 42 seconds West, a distance of 1300.98 feet, along the North line of the Southeast Quarter of the Southeast Quarter of the Northwest Quarter and the North line of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of said Section 23;

Thence South, 01 degrees, 28 minutes, 26 seconds East, a distance of 704.48 feet, along the West line of the southwest Quarter of the Southeast Quarter of the Northwest Quarter of said Section 23 to the POINT OF BEGINNING.

RESOLUTION NO. 2738

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SAVAGE ENTERPRISES, INC., AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE. (Cliff Rose Subdivision Unit IV)

WHEREAS, Savage Enterprises, Inc., owns certain real property in the City limits; and

WHEREAS, the parties wish to enter into a Development Agreement, pursuant to A.R.S. Section 9-500.05 relating to the development of that property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the City of Prescott hereby approves the Development Agreement with Savage Enterprises, Inc., attached hereto as Exhibit "A".

SECTION 2. THAT, the Mayor and staff are hereby authorized to execute the attached Development Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 22nd day of NOVEMBER, 1994.



DAYTON RUTKOWSKI, Mayor

ATTEST:



MARIE L. WATSON, City Clerk

APPROVED AS TO FORM:



JOHN R. MCGOFFITT, City Attorney

On this 8th day of November, in the year A. D. 1948, before me Charles A. Banks, a Notary Public in and for the County and State aforesaid, personally appeared H. Martin Tenney known to me to be the Second Vice President, Mortgage Loans of the corporation that executed the within instrument, and to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Charles A. Banks
Notary Public
Charles A. Banks

My Commission Expires: April 1, 1954. (NOTARIAL SEAL)

Hartford, Connecticut
Hartford, Connecticut

I, Wm. P. Barber, Jr., Secretary of The Connecticut Mutual Life Insurance Company of Hartford, Connecticut, do hereby certify that the following is a true and accurate copy of a vote passed by the Board of Directors of said Company, (a legal quorum being present), on the 26th day of August, 1948:

Voted: that the vote of June 14, 1948, authorizing certain officers of the Company to execute certain specified instruments in behalf of the Company, be, and hereby is, amended to read as follows:

Voted: that the President, any Vice President, any Second Vice President, the Vice President in Charge of Mortgage Loans, the Second Vice President, Mortgage Loans, any Secretary, any Assistant Secretary, the Treasurer, the Supervisor of City Loans, any Assistant Supervisor of City Loans, or the Supervisor of Agricultural Loans, be, and each of them hereby is, authorized to execute in behalf of the Company, deeds, releases, and leases of real estate owned by or mortgaged to the Company, assignments of mortgages owned by the Company, and also contracts and other agreements affecting such real estate and mortgages, in all cases in which such deeds, releases, leases, assignments of mortgages, contracts, and agreements are necessary in the furtherance of the business of the Company.

In witness whereof, I hereunto set my hand as Secretary and have affixed the corporate seal of said Company, this 8th day of November, 1948.

Wm. P. Barber Jr.
Secretary

Filed and recorded at request of Bureau of Reclamation June 1, A. D. 1950 at 2:50 o'clock P. M. Book 194 of Deeds Pages 1-3, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By James H. Goas
Deputy Recorder.

(SEAL)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CONTRACT SYMBOL & NO
L 61R-1528

Contract and Grant of Easement

THIS CONTRACT, made this 28th day of April, 1949, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, and particularly pursuant to the Act of Congress approved August 30, 1935 (49 Stat., 1028, 1039), between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, and ED WESTON and RUTH WESTON, husband and wife, and CHARLES WESTON, also known as CHARLIE WESTON, and EVA RIEBLER WESTON, husband and wife, hereinafter collectively referred to as Vendor:

WITNESSETH: The following grant and the following mutual covenants by and between the parties:
1. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all towers, crossarms, cables, wires, guys, supports, fixtures and devices, used or useful in the operation of said line, through, over and across the following described land situated in the County of Yavapai, State of Arizona to wit:
The North half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fourteen (14), the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fourteen (14), the Northeast Quarter of Section Twenty-three (23), Township Fourteen (14) North, Range Two (2) West of the Gila and Salt River Meridian.

ALSO that part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Two (2) West of the Gila and Salt River Meridian, lying and being West of U. S. Highway #208.

The center line of the route of said line of towers and wires to be erected across said lands shall be as follows:

Beginning at a point within Section Fourteen (14), Township Fourteen (14) North, Range Two (2) West of the G. & S. R. M. from which the West Quarter (W $\frac{1}{4}$) corner of said Section Fourteen (14) bears West a distance of One Thousand One Hundred Fourteen (1114) feet more or less; and running thence South 45° 04' East a distance of Five Thousand Four Hundred Ninety Eight (5498) feet more or less, and running thence South 52° 44' East Six Hundred Three (603) feet more or less; through Sections Fourteen (14), Twenty-three (23), and Twenty-four (24), to a point within Section Twenty-four (24) from which the Northwest (NW) corner of said Section Twenty-four (24) bears North 06° 52' West a distance of Two Thousand One Hundred Fifty (2150) feet more or less.

2. Said transmission line and every part thereof shall, where it crosses vendor's land, be confined to lands within 52 1/2 feet of either side of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said centerline where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease and determine. The United States shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, water, oil and gas pipelines, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of Three Hundred Sixteen & 05/100 Dollars (\$316.05); provided, however, that it is understood and agreed that damages to trees, seedlings, vines and crops of whatsoever nature, caused by construction of said transmission line, shall be compensated for separately on the basis of an appraisal to be made by the Bureau of Reclamation at the time said damages occur.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

FEB 28 1950

THE UNITED STATES OF AMERICA
By S. A. McWilliams
Project Engineer

Check to verify that this is a true copy of the original of the contract.

5

Eva Fiedler Weston
Eva Fiedler Weston
Charlie Weston
Charles Weston

Ed Weston
Ed Weston
Ruth Weston
Ruth Weston

State of Arizona)
County of Maricopa) ss.

This instrument was acknowledged before me this 28th day of April, Nineteen Hundred Forty-nine (1949) by Ed Weston, Ruth Weston, Charlie Weston and Eva Fiedler Weston

J. M. Nixon
Notary Public.

(NOTARIAL SEAL)
(My Commission Expires May 23 - 1950)

Filed and recorded at request of Bureau of Reclamation June 1, A. D. 1950 at 2:50 o'clock P. M. Book 194 of Deeds, Pages 3-4, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By James H. Goss
Deputy Recorder.

(SEAL)

WARRANTY DEED (USIR Stamps \$5.50 canceled WEC 6/1/50)

KNOW ALL MEN BY THESE PRESENTS:

That R. J. SPRAGUE and VEVA SPRAGUE, his wife, of the County of Yavapai, of the State of Arizona, grantors, for and in consideration of the sum of Ten (\$10.00) DOLLARS to them in hand paid by WILLIAM EARL CORLEY, a single person, of the same place, grantee, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said grantee, all that certain premises situated in Yavapai County, State of Arizona described as follows, viz:

Lots Numbered Four (4) and Five (5) in Block Lettered A, AINSWORTH TRACT, a Subdivision in Yavapai County, Arizona, according to the official map or plat thereof on file and of record in the Office of the County Recorder of Yavapai County, Arizona, in Book 4 of Maps at Page 60.

Together with the improvements thereon situated.
TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said grantee, unto his heirs and assigns forever.
And We hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said grantee, unto his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.
Witness our hands this 26th day of May, A. D. 1950.

Signed, sealed and delivered in the presence of

R. J. Sprague (SEAL)
Veva C. Sprague (SEAL)
(SEAL)
(SEAL)

STATE OF ARIZONA)
County of Yavapai) ss.

On this the 26th day of May, 1950, before me, Byron M. Partridge the undersigned, a Notary Public, personally appeared R. J. SPRAGUE and VEVA SPRAGUE, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

Byron M. Partridge
Notary Public.

My Commission expires 10/7/1950.

(NOTARIAL SEAL)

Filed and recorded at request of William Earl Corley June 1, A. D. 1950 at 3:28 o'clock P. M. Book 194 of Deeds, Page 4, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By James H. Goss
Deputy Recorder.

(SEAL)

WARRANTY DEED (USIR Stamps \$4.40 canceled GTR Co. 6/1/50)

KNOW ALL MEN BY THESE PRESENTS:

That R. W. RAINEY and CRYSTAL RAINEY, his wife, of the County of Maricopa, State of Arizona, for and in consideration of ten (\$10.00) DOLLARS, and other good and valuable consideration, to them in hand paid by JACK M. TERRY and INA IRENE TERRY, his wife, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said JACK M. TERRY and INA IRENE TERRY, his wife, all that certain premises situate in YAVAPAI County, State of Arizona, and described as follows, to-wit:

A tract of land lying in the Southwest Quarter of Section Four (4), Township Thirteen (13) North, Range Two (2) West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, and more particularly described as follows:

Beginning at a point from where the center of Section Four (4) bears North 49° 04' East 1607.8 feet; thence North 9° 29' West, 296.33 feet; thence North 76° 42' West, 278.34 feet; thence South 21° 51' West, 193.1 feet to the true point of beginning; thence North 21° 51' East 67 feet to a point; thence North 58° 30' East 163 feet to a point; thence South 65° 48' East 105.5 feet to a point; thence South 16° 27' West 119.4 feet to a point; thence Westerly to a point which bears South 14° 17' West 24.6 feet from the true point of beginning; thence North 14° 17' East 24.6 feet to the true point of beginning.

SUBJECT to reservations and restrictions of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in any wise belonging unto the said JACK M. TERRY and INA IRENE TERRY, his wife, their heirs and assigns forever.

And we hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said JACK M. TERRY and INA IRENE TERRY, his wife, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 23rd day of May, A. D. 1950.

R. W. Rainey (SEAL)
R. W. Rainey (SEAL)
Crystal Rainey (SEAL)
Crystal Rainey (SEAL)

On this 13th day of December, in the year 1950, before me, L. T. Stalhut, a Notary Public in and for the County and State aforesaid, personally appeared Carl W. Clark and Dorothy Mosier known to me to be the President and Secretary of the corporation that executed the within instrument, and to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

L. T. Stalhut
Notary Public

My commission expires:
2/9/53

(NOTARIAL SEAL)

EVIDENCE OF AUTHORITY TO SIGN CORPORATE INSTRUMENTS

I, Dorothy Mosier, Secretary of Chino Valley Irrigation Dist, a corporation organized and existing under the laws of the State of Arizona, do hereby certify that at a duly called meeting of the Board of Directors of said company, at which a quorum of said directors of said company was present, held at Chino Valley on the 9th day of January, 1950, a resolution was adopted, of which the following is a correct copy: That Carl W. Clark be appointed President with authority to sign corporate instruments,

I further certify that on the 13 day of December, 1950, Carl W. Clark, was the President and Dorothy Mosier was the Secretary of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said company, this 13 day of December, 1950.

Dorothy Mosier
Secretary

Chino Valley Irrigation District

(SEAL-CHINO VALLEY IRRIGATION DISTRICT)

(SEAL)

Filed and recorded at request of Guarantee Title & Tr Co. Oct 24 A. D. 1951 at 4:05 o'clock P. M. Book 196 of Deeds, Pages 377-378, Records of Yavapai County, Arizona.

(SEAL)

GRACE CHAPMAN
County Recorder

By David L. Hillier
Deputy Recorder

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

CONTRACT SYMBOL & NO.
161r 1528

Contract and Grant of Easement

(378)

THIS CONTRACT made this 26th day of July 1951, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, and particularly pursuant to the Act of Congress approved August 30, 1935 (49 Stat., 1028, 1029), between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, and ED WESTON and RUTH WESTON, husband and wife, and CHARLES WESTON, also known as CHARLIE WESTON, and EVA FIEDLER WESTON, husband and wife hereinafter collectively referred to as Vendor:

WITNESSETH: The following grant and the following mutual covenants by and between the parties:
1. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all poles, crossarms, cables, wires, guys, supports, fixtures and devices used or useful in the operation of said line, through, over and across the following described land situated in the County of Yavapai State of Arizona, to wit:

The north half of the southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fourteen (14), the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fourteen (14), the Northeast Quarter of Section Twenty-three (23) Township Fourteen (14) North, Range Two (2) West of the Gila and Salt River Meridian.

ALSO that part of the southwest quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24) Township Fourteen (14) North, Range Two (2) West of the Gila and Salt River Meridian, lying and being West of U. S. Highway #89.

The said transmission line and every part thereof where it crosses said land shall be confined within the area described as follows:
Beginning at a point in the northerly boundary line of said parcel of land in Section Fourteen (14) Township Fourteen (14) North, Range Two (2) West of the G. & S. R. E. & M., from which the West Quarter (W $\frac{1}{4}$) corner of said Section Fourteen (14) bears westerly a distance of One Thousand Twenty-six (1026) feet more or less; and running thence South 45° 04' East five Thousand Five Hundred Seventy-three (5573) feet; thence south 66° 16' East Six Hundred Twenty-three (623) feet; thence in a northeasterly direction along westerly right of way line of U. S. Highway #89, One Hundred Thirty (130) feet; thence North 68° 16' West Six hundred thirty-three (633) feet; thence North 45° 04' West Five Thousand Four Hundred Twenty-three (5423) feet; thence in a westerly direction One Hundred Seventy-six (176) feet more or less; to the point of beginning, containing 17.6 acres more or less.

2. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control, and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted, shall end, cease and determine. The United States shall use due care in the construction and maintenance of said transmission line.

3. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, oil and gas pipelines, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

4. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of Three Hundred Seventeen and 50/100 Dollars (\$317.50); provided, however, that it is understood and agreed that damages to trees, seedlings, vines and crops of whatsoever nature, caused by construction of said transmission line, shall be compensated for separately on the basis of an appraisal to be made by the Bureau of Reclamation at the time said damages occur.

5. No Member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

Checked out to Engineering Note
Walter E. Loma Engineer

Checked out to Engineering Note
Walter E. Loma Engineer

6. This Contract and Grant of Easement hereby supersedes that certain Contract and Grant of Easement, dated April 28, 1949, contract symbol and No. 161r-1520, already existing between the United States of America, and Ed Weston and Ruth Weston, husband and wife, and Charles Weston, also known as Charlie Weston, and Eva Fiedler Weston, husband and wife, recorded June 1, 1950 at 2:50 P. M., Book 194 of Deeds, Pages 3-4, Records of Yavapai County, Arizona. Said Contract and Grant of Easement has become abrogated and null and void through the execution of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(USIR Stamps \$.55 canceled E W 7/26/51)

AUG 3 1951

THE UNITED STATES OF AMERICA
By S. A. McWilliams
Project Engineer

Charlie Weston
Charlie Weston
Eva Fiedler Weston
Eva Fiedler Weston

Ed Weston
Ed Weston
Ruth Weston
Ruth Weston

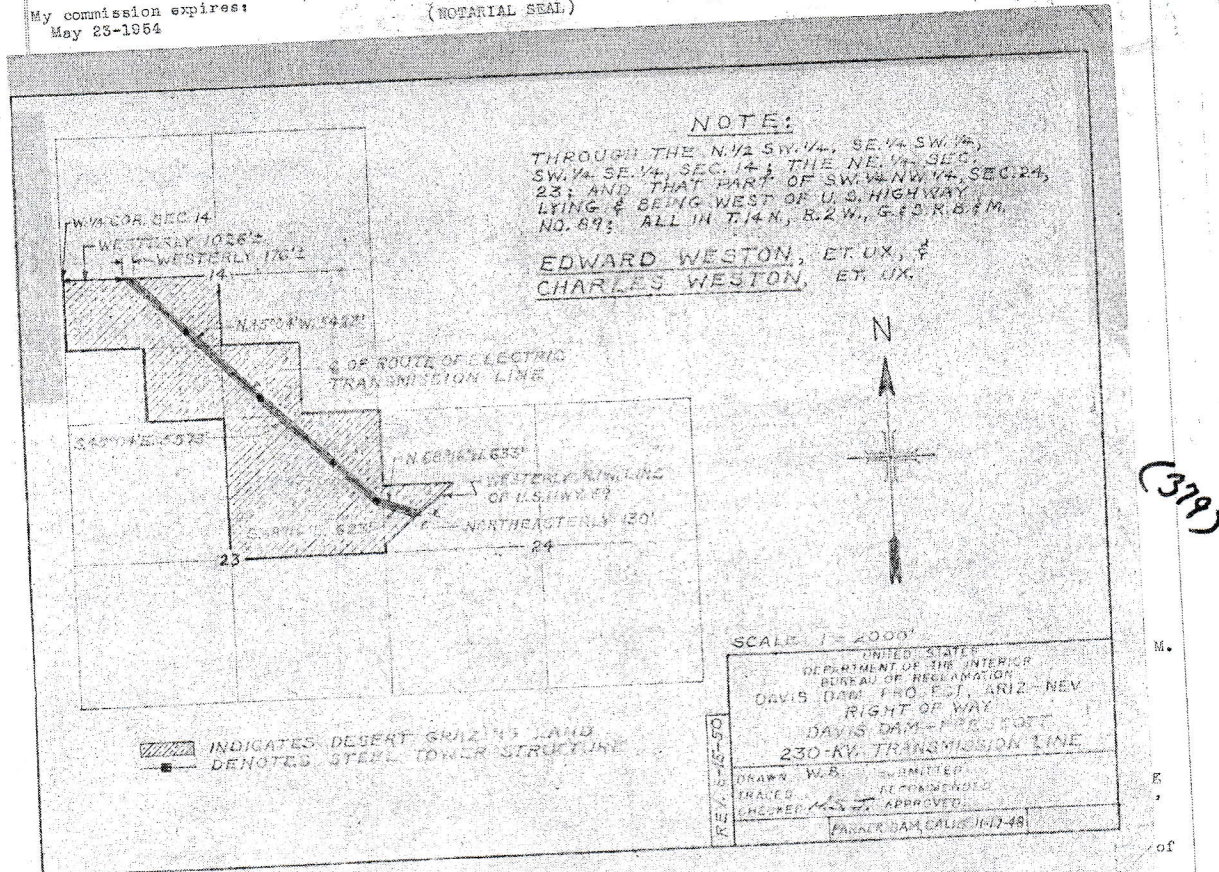
STATE OF ARIZONA) ss.
County of Maricopa)

This instrument was acknowledged before me this 26th day of July Nineteen Hundred Fifty One (1951) by Ed Weston, Ruth Weston, Charlie Weston and Eva Fiedler Weston. J.M.M.

J. M. Nixon
Notary Public

My commission expires:
May 23-1954

(NOTARIAL SEAL)



It appearing that Addie Cox, the surviving spouse, does not have separate property equal to the value of this Estate;

NOW, THEREFORE: IT IS ORDERED, ADJUDGED AND DECREED that the whole of said Estate of W. S. Cox, deceased, be, and it is hereby, set over and assigned to Addie Cox, the surviving spouse of W. S. Cox as her sole and separate property, subject to such mortgages, liens or encumbrances, if any, that may have been upon said estate and property at the time of the death of the decedent, and said title thereto is hereby vested absolutely in the said Addie Cox, together with any future acquired title.

The property included in this estate, and hereby set over and assigned to the said Addie Cox, is more particularly described as follows:

PERSONAL PROPERTY

Miscellaneous clothing, household effects and personal effects.
Two (2) shares of Union Oil Company of California, capital stock, represented by Certificate No. LA 76581, issued October 17, 1932
Two (2) shares of Union Oil Associates, capital stock, represented by Certificate No. 058792, issued October 17, 1932.

REAL PROPERTY

Lot numbered Nineteen (19) in Block numbered Threes (3) in MURPHY'S SECOND SUBDIVISION of Fleury's addition an Addition to the City of Prescott in the County of Yavapai, State of Arizona, according to the official map or plat of said Addition on file and of record in the office of the County Recorder of Yavapai County, Arizona.

Together with all buildings and improvements located and situated thereon and together with all furniture and fixtures contained in said premises.

6. This Contract and Grant of Easement hereby supersedes that certain Contract and Grant of Easement, dated April 29, 1949, contract symbol and No. 161r-1528, already existing between the United States of America, and Ed Weston and Ruth Weston, husband and wife, and Charles Weston, also known as Charlie Weston, and Eva Fiedler Weston, husband and wife, recorded June 1, 1950 at 2:50 P. M., Book 194 of Deeds, Pages 3-4, Records of Yavapai County, Arizona. Said Contract and Grant of Easement has become abrogated and null and void through the execution of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(USIR Stamps \$.55 canceled E W 7/26/51)

AUG 3 1951

THE UNITED STATES OF AMERICA
By S. A. McWilliams
Project Engineer

Charlie Weston
Charlie Weston
Eva Fiedler Weston
Eva Fiedler Weston

Ed Weston
Ed Weston
Ruth Weston
Ruth Weston

STATE OF ARIZONA } ss.
County of Maricopa }

This instrument was acknowledged before me this 26th day of July Nineteen Hundred Fifty One (1951) by Ed Weston, Ruth Weston, Charlie Weston and Eva Fiedler Weston.

J. M. Nixon
Notary Public

My commission expires:
May 23-1954

(NOTARIAL SEAL)

of Deeds, Pages 378-379, Records of Yavapai County, Arizona.

(SEAL)

GRACE CHAPMAN
County Recorder

By Doris L. Hillis
Deputy Recorder

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF YAVAPAI

FILED 11:20 o'clock A. M.
Oct 19 1951
Eva Shull, Clerk

In the Matter of the Estate
of
W. S. Cox
Deceased.

No. 5866

DECREE ASSIGNING ESTATE TO SURVIVING SPOUSE

The petition of ADDIE COX, who is sometimes known as and sometimes signs her name as Adeline Cox individually, and as Executrix, of the Estate of W. S. Cox, deceased, for a decree setting over and assigning to her the whole of the estate of W. S. Cox, Deceased, having come on regularly to be heard, after due notice, proof whereof was submitted to the satisfaction of the Court, and no party interested in this Estate having appeared to show cause why the prayer of the petitioner should not be granted; and

It appearing from the Inventory and Appraisement on file herein that the full value of the estate of the decedent does not exceed the sum of Thirty-five Hundred and No/100 Dollars (\$3500.00) and

It appearing that Addie Cox, the surviving spouse, does not have separate property equal to the value of this Estate;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the whole of said Estate of W. S. Cox, deceased, be, and it is hereby, set over and assigned to Addie Cox, the surviving spouse of W. S. Cox as her sole and separate property, subject to such mortgages, liens or encumbrances, if any, that may have been upon said estate and property at the time of the death of the decedent, and said title thereto is hereby vested absolutely in the said Addie Cox, together with any future acquired title.

The property included in this estate, and hereby set over and assigned to the said Addie Cox, is more particularly described as follows:

- PERSONAL PROPERTY
- Miscellaneous clothing, household effects and personal effects.
- Two (2) shares of Union Oil Company of California, capital stock, represented by Certificate No. LA 0
- 76881, issued October 17, 1932
- Two (2) shares of Union Oil Associates, capital stock, represented by Certificate No. 036792, issued October 17, 1932.

REAL PROPERTY

Lot numbered Nineteen (19) in Block numbered Three (3) in MURPHY'S SECOND SUBDIVISION of Fleury's addition an Addition to the City of Prescott in the County of Yavapai, State of Arizona, according to the official map or plat of said Addition on file and of record in the office of the County Recorder of Yavapai County, Arizona.

Together with all buildings and improvements located and situated thereon and together with all furniture and fixtures contained in said premises.

(379)

INDEXED

FRANK C. BAUER, County Recorder
By Edmund S. Tomback Deputy

When recorded, mail to:

FRANK C. BAUER, County Recorder,
By _____ Deputy

Agreement

THIS AGREEMENT entered into in ~~triplicate~~ duplicate this 13 day of November, 1959
between GUARANTEE TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee,
as Seller, and
ARICAL LAND CO., INC., an Arizona corporation, as Buyer.

WITNESSETH:

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

See description attached hereto and made a part hereof.

- the title to which is understood and agreed to be subject to:
1. A lien of 1959 taxes.
 2. Easement for electric lines and poles, and rights incident thereto, contained in instrument dated April 28, 1949, recorded in Book 194 of Deeds, pages 374 (Affects Parcel II, III, VIII, and IX).
 3. Easement for electric lines and poles, and rights incident thereto, contained in instrument dated July 26, 1951, recorded in Book 196 of Deeds, pages 378-379, (Affects Parcel II, III, VIII and IX).
 4. Easement 30 feet in width along the South line of Parcel II; Easement 30 feet in width along the South line of Parcel III; Easement 30 feet in width along the East line of Parcel IV; Easement 30 feet in width along the West line of Parcel VI; Easement 30 feet in width along the East line of Parcel VII; Easement 30 feet in width along the North line of Parcel IX; Easement 30 feet in width along the West line of Parcel X; Easement 30 feet in width along the East line of Parcel XI; Easement 30 feet in width along the South and West lines of Parcel XII; and an Easement 30 feet in width along the North line of Lot 3, in Parcel XIII.

for the sum of **THREE HUNDRED THIRTY THOUSAND and no/100** or \$330,000.00 Dollars,
(\$ **330,000.00**) of legal money of the United States, and Buyer, agrees in consideration of the
premises to pay said sum in the following manner, to-wit:

\$49,500.00 - Earnest Money, and/or Cash Payment
\$280,500.00 - Payable in seven equal annual installments of \$40,071.42 or more, on

the **15th day of November** of each year, beginning **November 15, 1960**,
with interest on all unpaid principal at the rate of **6% per annum** from

the **15th day of November**, 1959, payable at the same time and
in addition to the payment upon the principal.

There will be no releases for the cash down payment herein. All yearly principal
installments shall apply toward the release price of \$750.00 per acre. Parcels
designated for release shall be in multiples of 40 acres or more. Release price
paid shall apply toward annual installments.

Buyer shall pay, before they become delinquent, all installments of principal and interest of any improve-
ment liens against said property not delinquent at the date hereof; and

and all taxes and assessments on said property levied subsequent to December 31, 1959, together with all
other assessments and charges for or on account of irrigation water or power used for furnishing irrigation
water, after the date hereof. Buyer shall keep the buildings erected, and to be erected, upon said property
insured against fire in the amount of the reasonable insurable value thereof, in insurance companies to be ap-
proved by Seller, for the mutual benefit and protection of the parties hereto, and to place the policy or policies
representing the said fire insurance and evidence of the payment of premium thereon with the Guarantee Title
and Trust Company to be held by it or a mortgagee.

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

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

The Warranty Deed of Seller conveying the herein described property to Buyer, subject to the liens,
encumbrances, reservations, restrictions and exceptions affecting the title to said property has been delivered
in escrow with the Guarantee Title and Trust Company, and shall, as provided by the escrow instructions given
to said company, be delivered to Buyer upon fulfillment of Buyer's obligation to Seller under the terms of this
agreement.

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

PARCEL I:

A portion of the Northwest Quarter of the Northwest Quarter of Section Twenty-four, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, described as follows:

Beginning at the Southwest corner of said Northwest Quarter of the Northwest Quarter, thence North $39^{\circ}10'$ East 1795.97 feet to a point on the North line of said Northwest Quarter of the Northwest Quarter; thence westerly along said North line 1086.30 feet, more or less, to the Northwest corner thereof; thence South along the West line of said Northwest Quarter of the Northwest Quarter to the Southwest corner and the true point of beginning.

EXCEPT all the coal and other minerals as reserved in the Patent from the United States of America.

PARCEL II:

The Northeast Quarter of the Northeast Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL III:

The Northwest Quarter of the Northeast Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL IV:

The Northeast Quarter of the Northwest Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL V:

The Northwest Quarter of the Northwest Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL VI:

The Southwest Quarter of the Northwest Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL VII:

The Southeast Quarter of the Northwest Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL VIII:

The Southwest Quarter of the Northeast Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL IX:

A portion of the Southeast Quarter of the Northeast Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, described as follows:

Beginning at the Southwest corner of said Southeast Quarter of the Northeast Quarter, thence North $40^{\circ}16'$ East 2028.96 feet to the Northeast corner thereof; thence westerly along the North line of said Southeast Quarter of the Northeast Quarter to the Northwest corner thereof; thence Southerly along the West line of said Southeast Quarter of the Northeast Quarter to the point of beginning.

PARCEL X:

A portion of the Northwest Quarter of the Southeast Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Southwest corner of said Northwest Quarter of the Southeast Quarter, thence North $36^{\circ}52'$ East 2136.94 feet to the Northeast corner thereof; thence westerly along the North line of said Northwest Quarter of the Southeast Quarter to the Northwest corner thereof; thence Southerly along the West line of said Northwest Quarter of the Southeast Quarter to the point of beginning.

PARCEL XI:

The Northeast Quarter of the Southwest Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL XII:

The Northwest Quarter of the Southwest Quarter of Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

PARCEL XIII:

Portions of Lots Three and Six, Section Twenty-three, Township Fourteen North, Range Two West, Gila and Salt River Base and Meridian, described as follows:

Beginning at the Southwest corner of said Lot 6; thence North $39^{\circ}47'40''$ East 1946.41 feet to the Northeast corner of Lot 3, above Section, Township and Range; thence westerly along the North line of said Lot 3 to the Northwest corner thereof; thence southerly along the West lines of said Lots 3 and 6 to the point of beginning.

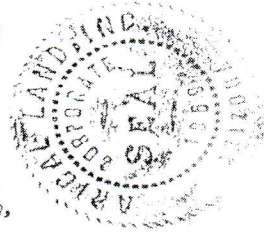
No transfer or assignment of any rights hereunder shall be made by anyone having an interest herein, unless made in such manner and accompanied by such deeds and other instruments as shall be required by the Guarantee Title and Trust Company, nor until its regular escrow fee and other costs, including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

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

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buyer for specific performance of this agreement, or enforce a forfeiture of the interest of Buyer, in any lawful manner, including but not limited to forfeiture by notice as provided in the escrow instructions or supplemental escrow instructions given to the Guarantee Title and Trust Company in connection with this transaction. In the event a forfeiture is enforced, Buyer shall forfeit any and all rights and interests hereunder in and to the real property hereinbefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of said property, and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow instructions herein referred to shall affect any other lawful right or remedy which the Seller may have against the Buyer.

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

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



GUARANTEE TITLE & TRUST COMPANY,
an Arizona corporation, as Trustee,
By: Bernice Anderson
(Seller) President

ARICAL LAND CO., INC.,
an Arizona corporation,
By: Harold Wener
Harold Wener (Buyer) President

ATTEST:
By: [Signature]
(Seller) Secretary

ATTEST:
By: _____
(Buyer) Secretary

STATE OF ARIZONA }
County of Yavapai }

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

My commission will expire _____

Notary Public.

STATE OF ARIZONA }
County of Yavapai }

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

My commission will expire _____

Notary Public.

COUNTY OF YAVAPAI }
STATE OF ARIZONA }

STATE OF ARIZONA)
COUNTY OF YAVAPAI) ss.

BOOK 103 PAGE 382

On this the 17th day of November, 1959, before me, the undersigned officer, personally appeared BONSALL HAZELTINE and JACK OSBORN who acknowledged themselves to be the President and Secretary, respectively, of the GUARANTEE TITLE AND TRUST COMPANY, an Arizona corporation, and that they as such officers respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustees, by themselves as such officers

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

Shirley J. Glendinning
Notary Public

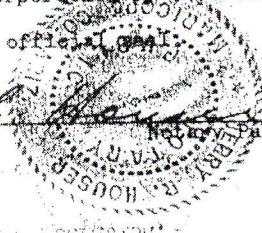


STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

On this the 13 day of November, 1959, before me, the undersigned officer, personally appeared Harold Weaver and _____ who acknowledged themselves to be the President and _____, respectively, of the ARICAL LAND CO., INC., an Arizona corporation, and that they as such officers respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers respectively.

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

James E. ...
Notary Public



My Commission Expires:

My Commission Expires Feb. 10, 1963

Grant, ch...

Agreement
FOR SALE OF REAL ESTATE
FROM
TO
LAND TITLES INSURED
"The Safe Way"
GUARANTEE TITLE AND TRUST CO.
Prescott, Arizona

I do hereby certify that the within instrument was filed and recorded, at the request of
on Aug 26-27 A.D. 1971 at 2:30 o'clock P. M. Book 685 Official Records
Page 36-27 Records of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written.

NORMAN R. MAROU (SI), County Recorder
By Paul C. Strubbe Deputy

County Recorder

Deputy

Escrow No. 33005560

AGREEMENT

THIS AGREEMENT entered into in duplicate this 1st day of February, 1971, between
ARICAL LAND, INC., an Arizona corporation,
and JACK J. SCHWARTZ and SHELIA SCHWARTZ, his wife, not as tenants in common
and not as a community property estate, but as Joint Tenants with right of survivorship,
as Buyer

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

A portion of the Northwest Quarter of the Southeast Quarter of Section Twenty-three, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:
BEGINNING at the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence North 36°52' East, 2136.94 feet to the Northeast corner thereof; thence Westerly along the North line of said Northwest Quarter of the Southeast Quarter to the Northwest corner thereof; thence Southerly along the West line of said Northwest Quarter of the Southeast Quarter to the POINT OF BEGINNING.

SUBJECT TO: Easement 30 feet in width along the West line of said property.
FURTHER SUBJECT TO: Agreement executed by Transamerica Title Insurance Company, an Arizona corporation, as Trustee, Seller, and ARICAL LAND, INC., an Arizona corporation, Buyer, dated November 13, 1959, recorded November 17, 1959, in Book 169 of Official Records, pages 377-382, inclusive.

for the sum of TWELVE THOUSAND AND NO/100-----Dollars,
\$ 12,000.00----- lawful money of the United States, and Buyer agrees in consideration of the premises to pay said sum in the following manner: to the office of the Transamerica Title Insurance Company, for the benefit of the Seller herein, to-wit:

- \$2,400.00 Upon the signing and sealing of these presents, receipt of which is hereby acknowledged; and,
- \$9,600.00 In Annual installments of \$960.00, or more, on or before the 5th day of every February, beginning February 5, 1972, with interest on all unpaid principal at the rate of seven (7%) per cent per annum from February 5, 1971, payable annually at the same time and in addition to the regular annual installment of principal.

The parties hereby agree that said annual installments are to be paid to Transamerica Title Insurance Company, who as collection agent shall, in turn, make proper disbursement to discharge the obligation due by Arical Land, Inc., above mentioned. The remainder of such sums shall be disbursed to the Seller herein.

It is the intention of the Buyer by the use of the wording in this agreement to create in their favor a Joint Tenancy with right of survivorship and not a community property estate or a tenancy in common.

383 IV-1

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

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

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

The provisions of this agreement concerning the herein described property to Buyer, subject to liens, encumbrances, reservations, restrictions and easements affecting the title to said property has been delivered in escrow with the Transamerica Title Insurance Company, and shall be delivered to Buyer upon fulfillment of Buyer's obligation to Seller under the terms of this agreement.

Buyer agrees to maintain said premises and all improvements thereon in good repair to prevent no waste thereof, and to take the same good repair that a prudent owner would take.

No transfer or assignment of any rights hereunder shall be made by anyone having an interest herein, unless made in such manner and accompanied by such facts and other instruments as shall be required by the Transamerica Title Insurance Company, nor shall its regular escrow fee and other costs including its charge for the issuance of a new Title Insurance Policy, shall have been fully paid, and all instruments deposited in escrow with it.

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

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buyer for specific performance of this agreement, or enforce a declaration of the interest of Buyer, in any lawful manner, its being but not limited to forfeiture by notice. Forfeiture may be enforced only after the expiration of the following period after such default, where Buyer has paid on the purchase price less than 25% of 30 days, 25% or more, but less than 45% of 45 days, 45% or more, but less than 50% of 60 days, 50% or more, 5 months, in computing said percentages, the amount of any agreement for sale or mortgage agreed to be paid by Buyer shall be treated as payment only to the extent of principal actually paid hereon to Buyer. If Seller elects to enforce such agreement by notice, Seller shall do so through Escrow Agent by delivering to Escrow Agent a written declaration of forfeiture directed to Buyer, together with Escrow Agent's established fee for services rendered in connection with forfeitures. Said fee of Escrow Agent shall be the Buyer's obligation, shall be added to the amount balance owed by Buyer to Seller, shall be a lien upon the subject property, as of the date of recording of this agreement, and shall be collected by Escrow Agent from Buyer in order for Buyer to avoid the forfeiture. Escrow Agent shall, within three days thereafter, send a copy of said declaration to Buyer at the last written address on the writ Escrow Agent. If no written address has been filed, the copy of the declaration shall be sent in care of General Delivery, at the city or which the office of Escrow Agent making the copy of the declaration is located. The Agent shall constructive notice of the contents of the copy of the declaration to the Buyer as of the date of such mailing and no further notice shall be required. If Buyer fails to comply with the terms of such agreement to the date of such compliance before the expiration of 90 days from the date said copy was deposited in the United States Mail, Escrow Agent is authorized to deliver to Seller the documents and money deposited on the escrow or under such agreement, and to record a notice of completion of foreclosure. In the event a forfeiture is enforced, Buyer and anyone claiming under him shall forfeit any and all rights and interest hereunder in and to the real property heretofore described and appurtenances, and Buyer shall surrender to Seller, forthwith, possession of said property and shall forfeit to the Seller its liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow shall affect any other lawful right or remedy which the Seller may have against the Buyer.

This is of the essence of this agreement.

Policy shall have been fully paid, and all instruments deposited in escrow with it.

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

Should Buyer default in making any payment or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buyer for specific performance of this agreement, or enforce a forfeiture of the interest of Buyer, in any lawful manner, including but not limited to forfeiture by notice. Forfeiture may be enforced only after the expiration of the following periods: after such default, where Buyer has paid on the purchase price, less than 20% - 30 days; 20% or more, but less than 50% - 60 days; 50% or more, but less than 90% - 90 days; 90% or more, but less than 100% - 120 days. In computing said percentages, the amount of any agreement for sale is mutually agreed to be sold by Buyer shall be treated as payment only to the extent of principal actually paid thereon by Buyer. If Seller elects to forfeit such agreement by notice, Seller shall do so through Escrow Agent by delivering to Escrow Agent a written declaration of forfeiture directed to Buyer, together with Escrow Agent's established fee for services rendered in connection with forfeitures. Said fee of Escrow Agent shall be the Buyer's obligation, shall be added to the contract balance owed by Buyer to Seller, and shall be collected by Escrow Agent as of the date of recording of this agreement, and shall be collected by Escrow Agent from Buyer in order for Buyer to avoid the forfeiture. Escrow Agent shall, within three days thereafter, send a copy of said declaration to Buyer at the last written address on the wrap Escrow Agent. If no written address has been filed, the copy of the declaration shall be sent in care of General Delivery at the city in which the office of Escrow Agent mailing the copy of the declaration is located. The Agent shall constitute notice of the contents of the copy of the declaration to the Buyer as of the date of such mailing and no further notice shall be required. If Buyer fails to comply with the terms of the declaration to the Buyer as of the date of such completion of forfeiture, in the event a forfeiture is enforced, Buyer and anyone claiming under him shall forfeit any and all rights and interest hereunder in and to the real property herebefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, possession of said property and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow shall affect any other lawful right or remedy which the Seller may have against the Buyer.

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

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

John Alexander
John Alexander, Sec. Trust.

Martha Alexander
Martha Alexander, Seller

STATE OF ARIZONA

County of MARICOPA

My commission expires 7-15-71

STATE OF ARIZONA

County of MARICOPA

My commission expires 04-12-1971

NOTARY PUBLIC, NOTY: FULL IN THE NAME OF THE PEOPLE OF THE STATE OF ARIZONA. THE WORDS "BY" MUST BE COMPLETELY FORGOTTEN FOR THIS TO BE A KNIGHT OF GOSNOL III

685 PAGE 27

This instrument was acknowledged before me this 2nd day of April 1971 by MARTHA ALEXANDER, President and ANTHUR SOBELL, SECRETARY & TREASURER of ARICAL LAND, INC., an Arizona corporation.

This instrument was acknowledged before me this day of 1971 by *John Alexander* Secretary Public

John Alexander
Secretary Public

I do hereby certify that the within instrument was filed and recorded at the request of April 26 A.D. 1972 of 1:50 o'clock P.M. Book 741 Official Records Page 406 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

NORMA R. MARQUART County Recorder
By Paul G. ... Deputy

WITNESS my hand and official seal the day and year first above written.

When recorded, mail to:
Richard Guizzino
1956 W. Camelback Road
Phoenix, Arizona 85015

_____, County Recorder,
By _____ Deputy
400

Escrow # 330C8637

AGREEMENT

THIS AGREEMENT entered into in triplicate April 12th, 1972, between RICHARD GUIZZINO, husband of VIVIAN GUIZZINO, dealing in his sole and separate property, as Seller, and FRANKLIN DON SAVAGE and KAREN R. SAVAGE, husband and wife, not as tenants in common and not as a community property estate, but as Joint Tenants with right of survivorship, as Buyers

WITNESSETH:

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

A parcel of land in the North half of the Northeast Quarter of the Southwest Quarter of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, and being more particularly described as follows:

PARCEL I:
BEGINNING at the Northwest corner of said fractional part of Section 23; thence North 82°06'28" East along the North line of said fractional part 324.35 feet; thence South 706.59 feet to the South line of said fractional part; thence South 81°37'07" West along the South line of said fractional part 324.23 feet to the Southwest corner of said fractional part; thence North 0°02'28" West, 709.31 feet to the POINT OF BEGINNING.

PARCEL II:
BEGINNING at a point on the North line of said fractional part of Section 23 that bears North 82°06'28" East, 324.35 feet from the Northwest corner of said fractional part; thence North 82°06'28" East along the North line of said fractional part, 325.65 feet; thence South 703.78 feet to the South line of said fractional part; thence South 81°37'07" West along the South line of said fractional part 326.05 feet; thence North 706.59 feet to the POINT OF BEGINNING.

for the sum of NINE THOUSAND FIVE HUNDRED _____ Dollars, (\$9,500.00) lawful money of the United States, and Buyer agrees in consideration of the premises to pay said sum in the following manner:

- \$950.00 Cash deposited in Escrow, receipt whereof is hereby acknowledged; AND the balance of:
- \$8,550.00 to be paid to the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, for the benefit of the Seller as follows: \$103.74 or more on or before May 15, 1972, and \$103.74 or more on or before the 15th day of each and every month thereafter until the balance of principal is paid in full, together with interest from April 15, 1972, at the rate of Eight (8%) per cent per annum on the balance of principal remaining unpaid, interest payable monthly and to be first deducted from the monthly payments and the balance applied on the principal.

SUBJECT TO: An Agreement dated November 13, 1959, executed by Transamerica Title Insurance Company of Arizona, as Trustee, to Arical Land, Inc., an Arizona Corporation, recorded November 17, 1959, in Book 169 of Official Records, Page 377; and an Agreement executed by Arical Land, Inc., an Arizona Corporation, Sellers, to Richard Guizzino, husband of Vivian Guizzino, as his sole and separate property, Buyer, dated April 25, 1971, recorded April 21, 1972, in Book 739 of Official Records, Page 258.

When the Buyers herein have caused the principal balance to be reduced to \$3,500.00, the Seller herein agrees to release one of the above mentioned parcels.

Buyer, shall pay, before they become delinquent, all installments of principal and interest of any improvement liens against said property not delinquent at the date hereof and

and all taxes and assessments on said property levied subsequent to December 31, 1971 together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof. Buyer shall keep the buildings erected, and to be erected, upon said property insured against fire in the amount of the reasonable insurable value thereof, in insurance companies to be approved by Seller, for the mutual benefit and protection of the parties hereto.

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

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

The Deed of Seller conveying the herein described property to Buyer, subject to liens, encumbrances, reservations, restrictions and exceptions affecting the title to said property has been delivered in escrow with the Transamerica Title Insurance Company, and shall be delivered to Buyer upon fulfillment of Buyer's obligation to Seller under the terms of this agreement.

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

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

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buyer for specific performance of this agreement, or enforce a forfeiture of the interest of Buyer, in any lawful manner, including but not limited to forfeiture by notice. Forfeiture may be enforced only after the expiration of the following periods after such default: where Buyer has paid on the purchase price: less than 20% - 30 days; 20% or more, but less than 30% - 60 days; 30% or more, but less than 50% - 120 days; 50% or more - 9 months. In computing said percentages, the amount of any agreement for sale or mortgage agreed to be paid by Buyer shall be treated as payment only to the extent of principal actually paid thereon by Buyer. If Seller elects to forfeit such agreement by notice, Seller shall do so through Escrow Agent by delivering to Escrow Agent a written declaration of forfeiture directed to Buyer, together with Escrow Agent's established fee for services rendered in connection with forfeitures. Said fee of Escrow Agent shall be the Buyer's obligation, shall be added to the contract balance owed by Buyer to Seller, shall be a lien upon the subject property as of the date of recording of this agreement, and shall be collected by Escrow Agent from Buyer in order for Buyer to avoid the forfeiture. Escrow Agent shall, within three days thereafter, send a copy of said declaration to Buyer at the last written address on file with Escrow Agent. If no written address has been filed, the copy of the declaration shall be sent in care of General Delivery at the city in which the office of Escrow Agent mailing the copy of the declaration is located. The copy of the declaration shall be deposited in the United States mail. The mailing of the copy of the declaration by Escrow Agent shall constitute notice of the contents of the copy of the declaration to the Buyer as of the date of such mailing and no further notice shall be required. If Buyer fails to comply with the terms of such agreement to the date of such compliance before the expiration of 10 days from the date said copy was deposited in the United States Mail, Escrow Agent is authorized to deliver to Seller the documents and money deposited in the escrow or under such agreement, and/or to record a notice of completion of forfeiture. In the event a forfeiture is enforced, Buyer and anyone claiming under him shall forfeit any and all rights and interest hereunder in and to the real property hereinbefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of said property and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow shall affect any other lawful right or remedy which the Seller may have against the Buyer.

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

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

Richard Guizzino
Richard Guizzino (Seller)

Franklin Don Savage
(Buyer) Franklin Don Savage

Karen R. Savage
(Seller)

Karen R. Savage
(Buyer)

STATE OF ARIZONA)
County of MARICOPA) ss.

This instrument was acknowledged before me this 22nd day of APRIL, 1972 by Richard Guizzino, husband of Vivian Guizzino.

My commission expires: 10/12/75

Rodney Sobel
Notary Public

STATE OF ARIZONA)
County of Yavapai) ss.

This instrument was acknowledged before me this 13th day of April, 1972 by Franklin Don Savage and Karen R. Savage, his wife.

My commission expires: Commission Expires March 15, 1973

Jan B. [Signature]
Notary Public

NOTARY PLEASE NOTE: FILL IN THE NAME OF THE PARTIES WHOSE SIGNATURE YOU ARE ACKNOWLEDGING ON THE LINES IMMEDIATELY FOLLOWING THE WORD "BY".

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bk 741 pg 42

TRANSAMERICA TITLE INS. CO.

STATE OF ARIZONA, County of Yavapai—ss.

179974

I do hereby certify that the within instrument was filed and recorded at the request of
on April 26 A.D. 1972 at 1:50 o'clock P. M. Book 741 Official Records
Page 43-43 Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.
NORMA R. MARQUART, County Recorder
By Paul Bludge Deputy

When recorded, mail to:
Mr. Richard Guizzino
1956 W. Camelback Road
Phoenix, Arizona 85015

County Recorder,
Deputy
400

Escrow # 33008638

AGREEMENT

THIS AGREEMENT entered into in triplicate April 12, 1972 between
RICHARD GUIZZINO, husband of VIVIAN GUIZZINO, dealing in his sole and separate property,
as Seller, and FRANKLIN DON SAVAGE and KAREN R. SAVAGE, husband and wife, not as tenants in
common and not as a community property estate, but as Joint Tenants with right of survivor-
ship, as Buyers

WITNESSETH:

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

A parcel of land in the North Half of the Northeast Quarter of the Southwest Quarter of
Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian,
Yavapai County, Arizona, and being more particularly described as follows:

PARCEL I:
BEGINNING at a point on the North line of said fractional part of Section 23 that
bears North 82°06' 3" East 650.00 feet from the Northwest corner of said fractional
part; thence North 82°06'28" East along the North line of said fractional part 326.96
feet; thence South 700.95 feet to the South line of said fractional part; thence South
81°37'07" West along the South line of said fractional part 327.36 feet; thence North
703.78 feet to the POINT OF BEGINNING.

PARCEL II:
BEGINNING at the Northeast corner of said fractional part of Section 23; thence South
0°04'59" East along the East line of said fractional part 697.97 feet to the Southeast
corner of said fractional part; thence South 81°37'07" West along the South line of
said fractional part 329.70 feet; thence North 700.95 feet to the North line of said
fractional part; thence North 82°06'28" East 328.28 feet to the POINT OF BEGINNING.

for the sum of NINE THOUSAND FIVE HUNDRED ----- Dollars,
(\$9,500.00) lawful money of the United States, and Buyer agrees in consideration of the premises to pay said
sum in the following manner:

- \$950.00 Cash deposited in escrow, receipt whereof is hereby acknowledged;
AND the balance of:
- \$8,550.00 to be paid to the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, for the
benefit of the Seller as follows: \$103.74 or more on or before May 15, 1972
and \$103.74 or more on or before the 15th day of each and every month thereafter
until the balance of principal is paid in full, together with interest from
April 15, 1972, at the rate of Eight (8%) per cent per annum on the balance of
principal remaining unpaid, interest payable monthly and to be first deducted
from the monthly payments and the balance applied on the principal.

SUBJECT TO: An Agreement dated November 13, 1959, executed by TRANSAMERICA TITLE INSURANCE
COMPANY OF ARIZONA, as Trustee, to Arical Land, Inc., an Arizona Corporation, recorded
November 17, 1959, in Book 169 of Official Records, Page 377, and an Agreement executed by
Arical Land, Inc., an Arizona Corporation, Sellers to Richard Guizzino, husband of Vivian
Guizzino, as his sole and separate property, Buyer, dated June 25, 1971, recorded
April 21, 1972, in Book 737 of Official Records, Page 158.

When the Buyers herein have caused the principal balance to be reduced to \$3,500.00, the
Seller herein agrees to release one of the above mentioned parcels.

Buyer shall pay, before they become delinquent, all installments of principal and interest of any improvement liens against said property not delinquent at the date hereof; and

and all taxes and assessments on said property levied subsequent to December 31, 1971, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof. Buyer shall keep the buildings erected, and to be erected, upon said property insured against fire in the amount of the reasonable insurable value thereof, in insurance companies to be approved by Seller, for the mutual benefit and protection of the parties hereto.

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

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

The Deed of Seller conveying the herein described property to Buyer, subject to liens, encumbrances, reservations, restrictions and exceptions affecting the title to said property has been delivered in escrow with the Transamerica Title Insurance Company, and shall be delivered to Buyer upon fulfillment of Buyer's obligation to Seller under the terms of this agreement.

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

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

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buyer for specific performance of this agreement, or enforce a forfeiture of the interest of Buyer, in any lawful manner, including but not limited to forfeiture by notice. Forfeiture may be enforced only after the expiration of the following periods after such default: where Buyer has paid on the purchase price: less than 20% - 30 days; 20% or more, but less than 30% - 60 days; 30% or more, but less than 50% - 120 days; 50% or more - 9 months. In computing said percentages, the amount of any agreement for sale or mortgage agreed to be paid by Buyer shall be treated as payment only to the extent of principal actually paid thereon by Buyer. If Seller elects to forfeit such agreement by notice, Seller shall do so through Escrow Agent by delivering to Escrow Agent a written declaration of forfeiture directed to Buyer, together with Escrow Agent's established fee for services rendered in connection with forfeitures. Said fee of Escrow Agent shall be the Buyer's obligation, shall be added to the contract balance owed by Buyer to Seller, shall be a lien upon the subject property as of the date of recording of this agreement, and shall be collected by Escrow Agent from Buyer in order for Buyer to avoid the forfeiture. Escrow Agent shall, within three days thereafter, send a copy of said declaration to Buyer at the last written address on file with Escrow Agent. If no written address has been filed, the copy of the declaration shall be sent in care of General Delivery at the city in which the office of Escrow Agent mailing the copy of the declaration is located. The copy of the declaration shall be deposited in the United States mail. The mailing of the copy of the declaration by Escrow Agent shall constitute notice of the contents of the copy of the declaration to the Buyer as of the date of such mailing and no further notice shall be required. If Buyer fails to comply with the terms of such agreement to the date of such compliance before the expiration of 10 days from the date said copy was deposited in the United States Mail, Escrow Agent is authorized to deliver to Seller the documents and money deposited in the escrow or under such agreement, and/or to record a notice of completion of forfeiture. In the event a forfeiture is enforced, Buyer and anyone claiming under him shall forfeit any and all rights and interest hereunder in and to the real property hereinbefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of said property and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow shall affect any other lawful right or remedy which the Seller may have against the Buyer.

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

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

X Richard Guizzino
(Seller) Richard Guizzino

Franklin Don Savage
(Buyer) Franklin Don Savage

(Seller)

Karen R. Savage
(Buyer) Karen R. Savage

STATE OF ARIZONA)
County of Maricopa) ss.

(This instrument was acknowledged before me this 22nd
day of April, 1972
by Richard Guizzino, husband of Vivian
Guizzino.

My commission expires: 10/21/75

Walter Schel
Notary Public

STATE OF ARIZONA)
County of Yavapai) ss.

This instrument was acknowledged before me this 13th
day of April, 1972
by Franklin Don Savage and Karen R. Savage,
his wife.

My commission expires March 15, 1973

Ila C. Hodder
Notary Public

NOTARY PLEASE NOTE: FILL IN THE NAME OF THE PARTIES WHOSE SIGNATURE YOU ARE ACKNOWLEDGING ON THE LINES IMMEDIATELY FOLLOWING THE WORD "BY".

STATE OF ARIZONA, County of Yavapai—is **21131** **TRANSAMERICA TITLE INS. CO.**
do hereby certify that the within instrument was filed and recorded at the request of **Official Records**
on **11/24/72** at **1:28** A.D. 1972 of **2 M. Book 746** Official Records

Page **301-302-303** Records of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written
By **NORMAN MARQUART, County Recorder**
Norman Marquart Deputy

When recorded, mail to:
Transamerica Title Insurance Co.
P. O. Box 71
Prescott, Arizona

Witness my hand and official seal.
County Recorder
Deputy Recorder

Computed
Photostated
Felt
200

SPECIAL WARRANTY DEED Trust 17,274

For the consideration of Ten Dollars, and other valuable consideration, **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA**, an Arizona corporation, as Trustee/Trustee hereof, does hereby convey to **TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA**, an Arizona corporation, as Trustee under Trust No. 17,274

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

SEE EXHIBIT "A" ATTACHED HERETO

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bk 746 pg 301

NO TRANSFER FEE NECESSARY
EXEMPT UNDER ARS-42-1614

Subject to all 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.

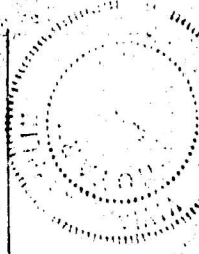
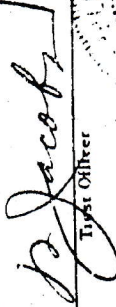
And the Grantor hereby binds himself and his successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated this 15th day of May, 1972

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA,
as Trustee

By

Trust Officer



STATE OF ARIZONA

ss.

County of Yavapai

Before me this 15th day of May, 1972, personally appeared R. A. Jacobs who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by himself as such officer.

My commission will expire:

FORM 9-8

My Commission Expires Feb. 4, 1973

BOOK 746 PAGE 301



Notary Public

EXHIBIT "A"

PARCEL 1:

The Northeast Quarter of the Northeast Quarter of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian.

PARCEL 2:

The Northwest Quarter of the Northeast Quarter of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Southerly and Westerly 30 feet.

PARCEL 3:

The Northeast Quarter of the Northwest Quarter of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Easterly and Northerly 30 feet.

PARCEL 4:

The North Half of the Southwest Quarter of the Northeast Quarter of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Northerly and Westerly 30 feet.

PARCEL 5:

A portion of the Southeast Quarter of the Northeast Quarter of Section 23, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, described as follows:

BEGINNING at the Southwest corner of said Southeast Quarter of the Northeast Quarter thence North $40^{\circ}16'$ East 2028.96 feet to the Northeast corner thereof; thence Westerly along the North line of said Southeast Quarter of the Northeast Quarter to the Northwest corner thereof; thence Southerly along the West line of said Southeast Quarter of the Northeast Quarter to the POINT OF BEGINNING. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Northerly 30 feet.

PARCEL 6:

Portions of Lots 3 and 6, Section 23, Township 14 North, Range 2 West, Gila and Salt River base and Meridian, described as follows:

BEGINNING at the Southwest corner of said Lot 6; thence North $39^{\circ}47'40''$ East 1946.41 feet to the Northeast corner of Lot 3, above section, township and range; thence Westerly along the North line of said Lot 3 to the Northwest corner thereof; thence Southerly along the West lines of said Lots 3 and 6 to the POINT OF BEGINNING. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Northerly 30 feet.

PARCEL 7:

The South Half of the Southwest Quarter of the Northwest Quarter of Section 14, Township 14 North, Range 2 West, Gila and Salt River base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Southerly 30 feet and Easterly 30 feet.

PARCEL 8:

The Northeast Quarter of the Southwest Quarter of Section 14, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Northerly and Westerly 30 feet.

PARCEL 9:

The Northwest Quarter of the Southwest Quarter of Section 14, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Westerly, Northerly and Easterly 30 feet.

PARCEL 10:

The Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian.

PARCEL 11:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 14, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian.

PARCEL 12:

The Northeast Quarter of the Southeast Quarter, Section 15 Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Easterly 30 feet.

PARCEL 13:

The Southeast Quarter of the Southeast Quarter of Section 15, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian.

EXCEPTING THEREFROM the West 396 feet of the Northwest Quarter of said Southeast Quarter of the Southeast Quarter.

PARCEL 14:

The Southeast Quarter of the Northeast Quarter of Section 22, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Northerly and Easterly 30 feet.

PARCEL 15:

The Northeast Quarter of the Northwest Quarter of Section 22, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Southerly 30 feet.

PARCEL 16:

The South Half of the Northeast Quarter of the Northeast Quarter, Section 22, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian. Reserving to the Grantor herein an easement for roadway and utility purposes over and across the Southerly 30 feet.

PE 5-2272
SE1/4 Sec. 23
T 14 N, R 2 W
Knight
Ard. 31

UTILITY EASEMENT

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, FRANKLIN DGN SAVAGE and KAREN R. SAVAGE, his wife (hereinafter called "Grantor") do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement 51x (6) feet in width, to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Yavapai County, Arizona, and are described as follows:

All that portion of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 23, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:
BEGINNING at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 23; thence North 38°35'18" East 2007.90 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 81°28'17" West, along the North line of said Northwest Quarter of the Southeast Quarter, 1303.01 feet to the Northwest corner of said Northwest Quarter of the Southeast Quarter; thence South 01°30'29" East, along the West line of said Northwest Quarter of the Southeast Quarter, 1376.70 feet to the POINT OF BEGINNING.

Said easement to the three (3) feet on each side of the following described centerline: COMMENCING at the Northeast corner of the above described parcel; thence South 38°35'18" West, along the Southeastern line of said parcel, approximately 977.32 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING South 81°28'17" West approximately 202.11 feet; thence North 27°25'15.7" West 95.44 feet.

Together with the rights to install and maintain necessary downguys.

STATE OF ARIZONA, County of Yavapai 16182 ARIZONA PUBLIC SERVICE CO.

I do hereby certify that the within instrument was filed and recorded at the request of on July 11 1975 A.D. 1975 at 1:30 o'clock P.M. Book 973 Official Records Page 385 Records of Yavapai County, Arizona.

By: C. JENNER, County Recorder
C. JENNER
YAVAPAI COUNTY

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time; and the right of above any trees or shrubs that in the judgment of the Company may interfere with the construction or changing the operation of said lines and/or facilities, with access to said easement and egress therefrom, to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Exception to
bk 973 pg 385-386

COMMENCING at the Northeast corner of the above described parcel; thence South 38°35'18" West, along the Southeasterly line of said parcel, approximately 977.32 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING South 81°28'20" West approximately 202.11 feet; thence North 27°25'57" West 95.44 feet.

Together with the rights to install and maintain necessary downguys.

STATE OF ARIZONA, County of Yavapai—146182

I do hereby certify that the within instrument was filed and recorded at the request of ARIZONA PUBLIC SERVICE CO. on July 18 1975 at AD. 1975 at P. M. Book 973 Official Records

Page 385 Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

PATYCE JENNEY, County Register
By Mary E. Jenney
YAVAPAI COUNTY

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenances; facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or functioning of the operation of said lines and/or facilities, with access to said easement and egress therefrom, to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company; provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and/or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may be at any time be thereon.

Dated: July 3, 1975

Franklin Don Savage
FRANKLIN DON SAVAGE

WITNESS:

Karen R. Savage
KAREN R. SAVAGE

STATE OF ARIZONA

County of YAVAPAI

ss.

This instrument was acknowledged before me this 3rd day of July, 1975

BY FRANKLIN DON SAVAGE and KAREN R. SAVAGE, his wife (Name)

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

My Commission Expires:

December 30, 1978

BOOK 973 PAGE 385

Earl F. Knight
Notary Public

1975 JUL 2

STATE OF ARIZONA, County of Yavapai--**16183**

I do hereby certify that the within instrument was filed and recorded at the request of ARIZONA PUBLIC SERVICE CO.

on July 18 AD, 1975 at Phoenix Records of Yavapai County, Arizona.

Page 386 Witness my hand and official seal the day and year first above written.

PAISY JENNEY, County Recorder
By [Signature] County Clerk

PE 5-2272
SE1/4 Sec. 23
T 14 N, R 2 W
Knight
Arb. 21

UTILITY EASEMENT



In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged by FRANKLIN DON SAVAGE and KAREN R. SAVAGE, his wife hereinafter called "Grantor") do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement, six (6) feet in width, to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Yavapai County, Arizona, and are described as follows:

All that portion of the North Half of the Southeast Quarter (N1/2 SE1/4) of Section 23, Township 14 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:
COMMENCING at the Southwest corner of said North Half of the Southeast Quarter of Section 23; thence North 36°45' East 588.40 feet to the POINT OF BEGINNING; thence North 89°02'09" East 963.74 feet to a point on the Westerly right of way line of U. S. Route 89; thence North 44°28'50" East 57.08 feet to a point on a curve; thence along a curve to the left, the radius of which is 6471.482 feet, a distance of 566.877 feet to the Southeast corner of that certain parcel of land described in Book 192 of Official Records, Pages 338-341 inclusive, the last two mentioned courses being along the Westerly right of way line of U. S. Route 89; thence South 85°26'27" West, along the South line of the aforementioned parcel of land, 1093.82 feet to the Southwest corner of the aforementioned parcel of land, which point is North 36°45' East from the actual POINT OF BEGINNING; thence South 36°45' West 483.39 feet to the POINT OF BEGINNING.

Said easement to lie three (3) feet on each side of the following described centerline:
COMMENCING at the Northwest corner of the above described parcel; thence South 36°45' West, along the West line of said parcel, 26.53 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING North 85°26'27" East, 20.00 feet South of and parallel with the North line of said parcel, approximately 1093.82 feet to a point on the East line of said parcel.

Together with the rights to install and maintain necessary downguy's.

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises; to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement; nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company, provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

Dated: July 3, 1975

Franklin Don Savage
FRANKLIN DON SAVAGE

WITNESS:

Karen R. Savage
KAREN R. SAVAGE

STATE OF ARIZONA

County of YAVAPAI

ss.

This instrument was acknowledged before me this 3rd day of JULY, 19 75.

by FRANKLIN DON SAVAGE and KAREN R. SAVAGE, his wife
(Name)

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

My Commission Expires:

Earl F. Knight
Notary Public
Earl F. Knight

December 30, 1978

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FORM 888-008