

When recorded, return to:

Biskind Hunt, PLC
11201 North Tatum Boulevard, Suite 330
Phoenix, Arizona 85028
Attention: Gordon E. Hunt, Esq.

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**AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DC RANCH PARCEL 2.15,
AND AIRPORT NOTIFICATION**

This Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for DC Ranch Parcel 2.15, and Airport Notification ("**Amended Supplemental Declaration**") is made effective this 13th day of June, 2006, by DC RANCH L.L.C., an Arizona limited liability company ("**Declarant**").

A. Declarant is the developer of the master planned community located in the City of Scottsdale, Maricopa County, Arizona, commonly known as DC Ranch (the "**Development**"); and

B. Declarant executed the DC Ranch Community Council Amended and Restated Declaration of Covenants and Easements and recorded said document in the official records of Maricopa County, Arizona on July 16, 1999 as Document No. 99-0673268 (the "**Council Declaration**"); and

C. Declarant executed the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ranch and recorded said document in the official records of Maricopa County, Arizona on July 16, 1999, as Document No. 99-0673267 (the "**Ranch Declaration**"); and

D. The Council Declaration and the Ranch Declaration each contemplates that supplemental declarations for parcels located within the Development will be executed and Recorded periodically as the development of the Development proceeds; and

E. Declarant executed a Supplemental Declaration of Covenants, Conditions and Restrictions for DC Ranch Parcel 2.15 ("**Original Supplemental Declaration**") and recorded said document in the official records of Maricopa County, Arizona, on May 4, 2000 as Document No. 2000-0341485, thereby causing the portion of the Development described on Exhibit "A" attached hereto (the "**Tract**") to become subject to the Council Declaration;

F. Declarant wishes by this instrument to amend and restate the Original Supplemental Declaration in its entirety, such that the Original Supplemental Declaration is superseded in its entirety by this Amended Supplemental Declaration.

NOW, THEREFORE, Declarant hereby declares that the Tract shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, terms and provisions:

1. **Amendment and Restatement.** This Amended Supplemental Declaration amends and restates the Original Supplemental Declaration in its entirety, such that the Original Supplemental Declaration is superseded in its entirety by this Amended Supplemental Declaration.

2. **Annexation.** Pursuant to Section 15.2 of the Council Declaration and Section 9.1 of the Ranch Declaration, Declarant hereby declares that the Tract is and shall be subject to the terms and provisions of the Council Declaration and the Ranch Declaration, respectively.

3. **Land Use Classification.** The Land Use Classification (as such term is used in Exhibit "C" to the Council Declaration and Exhibit "D" to the Ranch Declaration) for the real property within the Tract shall be single-family residential, and construction on such real property shall be limited to single-family dwelling units and related common elements. Notwithstanding the foregoing, however, Declarant reserves to itself, and its successors and assigns (including without limitation any homebuilder in whose favor Declarant executes, acknowledges and records an assignment of rights), the right to construct and install within the Tract one or more temporary sales trailers, temporary construction trailers, model homes (and related parking areas), and other improvements used in connection with the construction and sale of single-family dwellings within the Tract and to use portions of the Tract for materials storage in connection with the construction and Unofficial Document single-family dwellings within the Tract; provided that all such improvements and materials shall be removed from the Tract or (in the case of a model home) converted to a single-family dwelling unit promptly after the completion of all applicable construction and sale activity.

4. **Calculation of Units.** It is anticipated that the Tract will be subdivided into thirty-four (34) residential lots (collectively, the "Lots", and each, individually, a "Lot") pursuant to a subdivision plat for the Tract (the "Plat"). Accordingly, for purposes of Exhibit "C" to the Council Declaration and Exhibit "D" to the Ranch Declaration, there shall be thirty-four (34) Units in the Tract. If the Plat subdivides the Tract into more or fewer than thirty-four (34) Lots, or if the Plat is later amended to include more or fewer Lots, in any case such that the number of Lots in the Tract is greater or less than thirty-four (34), then Declarant may, without obtaining the consent of any person who owns or holds any interest in any such Lot or any portion of the Tract, amend this Amended Supplemental Declaration to correctly specify the total number of Lots within, and Units attributable to, the Tract.

5. **Neighborhoods.**

a. **Neighborhood Assessments for Parcel 2.15.** The Lots will be designated by the Ranch Association as a separate Neighborhood (referred to in this instrument as the "Parcel 2.15 Neighborhood"), and will be subject to one or more separate Neighborhood Assessments levied by the Ranch Association with respect to certain relevant Neighborhood Expenses, including without limitation expenses associated with landscaping, private streets,

access gates and related facilities now or hereafter located within the Tract. The amount of the foregoing levy will be established by the Ranch Association in accordance with the terms of the Ranch Declaration.

b. Voting Neighborhood. Notwithstanding any designation of the Tract as the Parcel 2.15 Neighborhood for purposes of allocating Neighborhood Assessments as set forth in Paragraph 5(a) above, Declarant reserves the right to separately designate all or any portion of the Tract as a Neighborhood or as part of a larger Neighborhood for purposes of electing Voting Members pursuant to Section 6.4 of the Ranch Declaration, and for all related purposes.

6. Commencement of Assessments. Without limiting the provisions of Paragraph 5 above, the Lots shall be subject to all assessments, fees and other charges duly imposed pursuant to the Council Declaration and all assessments, fees and other charges duly imposed pursuant to the Ranch Declaration. The obligation to pay assessments, fees and other charges under the Council Declaration and assessments, fees and other charges under the Ranch Declaration shall commence as to all Lots effective as of the date of the recording of a subdivision plat creating such Lots, in the official records of Maricopa County, Arizona.

7. Construction and Maintenance Requirements. The construction of, and all modifications to, any and all improvements within the Tract (including landscaping) shall be subject to various approval requirements of the Covenant Commission, as set forth in The Covenant at DC Ranch, recorded as Document No. 96-0868789, re-recorded at Document No, 97-0298843, as amended by the First Amendment Unofficial Document to The Covenant at DC Ranch, recorded as Document No. 99-0673266, official records of Maricopa County, Arizona, and in the Community Design Book adopted by the Covenant Commission with respect to residential construction, and all other rules, regulations, and design standards and guidelines adopted by the Covenant Commission with respect to the Tract from time to time. Each Lot owner shall be responsible for maintenance of all improvements, landscaping and natural open space areas (if any) within the Lot in accordance with the Community-Wide Standard applicable to the Development, all other requirements of the Governing Documents, and all other standards imposed by law; provided that Declarant hereby reserves to itself and the Community Council and the Ranch Association (or the agent or contractor of any of them) the right to enter upon such areas to perform such maintenance if the Lot owner fails to do so. Acceptance by the Community Council or the Ranch Association (as applicable) of improvements to be constructed in areas outside of the Lots shall be subject to compliance with the requirements of the Community Design Book and the Construction Guidelines and subject to the improvements' compliance with the requirements of The Covenant.

8. Maintenance of Streetscape Areas. Any area that is located within a private street tract as shown on the Plat but outside of the private street improvements built within such private street tract, including any landscaping improvements located in such area (a "Streetscape Area"), shall be maintained by the owner of the adjacent Lot or common area tract (as applicable) in accordance with the Community-Wide Standard applicable to the Development, all other requirements of the Governing Documents, and all other standards imposed by applicable law. The determination as to which Lot or common area tract is adjacent

to a particular Streetscape Area shall be made by reference to the prolongation of the relevant Lot boundaries and/or common area tract boundaries. If a Lot owner shall fail to meet its maintenance obligations under this Paragraph 8, the Ranch Association shall have the right to perform such maintenance on behalf of such owner and to enter upon such owner's Lot to the extent reasonably necessary do so.

9. **Boundary Walls and Common Yard Walls.** For purposes of this Amended Supplemental Declaration, the term "**Boundary Wall**" shall mean a landscape wall constructed on, or immediately adjacent to, the common boundary of an Area of Common Responsibility and a Lot, and the term "**Common Yard Wall**" shall mean a landscape wall constructed on, or immediately adjacent to, the common boundary of two Lots. Where a Lot owner shares common boundaries with more than one neighboring Lot, the Common Yard Wall along each common boundary shall be treated independently from the Common Yard Wall(s) along the other common boundary(ies), for purposes of this Paragraph 9. The rights and duties of Lot owners and the Ranch Association with respect to Boundary Walls and Common Yard Walls shall be as follows:

a. The Ranch Association and the Lot owner who have a Boundary Wall on or adjacent to their common boundary shall both equally have the right to use such Boundary Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Boundary Wall by the other, and two Lot owners who have a Common Yard Wall on or adjacent to their common boundary shall both equally have the right to use such Common Yard Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Common Yard Wall by the other;

b. If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of an adjacent Lot owner or any of such owner's tenants, invitees, agents, guests or family members (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Lot owner to rebuild and repair the Boundary Wall or Common Yard Wall without cost to the Ranch Association or the other Lot owner (as applicable) provided that any liability imposed on a Lot owner hereunder shall not limit or prejudice the right of the Lot owner to pursue any available legal remedies against the person(s) causing such damage or destruction;

c. If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of the Ranch Association or any of its agents or contractors (whether or not such act is negligent or otherwise culpable), it shall be the obligation of the Ranch Association to rebuild and repair the Boundary Wall or Common Yard Wall (including restoration of any affected landscaping) without cost to the adjacent Lot owner(s); provided that any liability imposed on the Ranch Association hereunder shall not limit or prejudice the right of the Ranch Association to pursue any available legal remedies against the person(s) causing such damage or destruction;

d. If any Boundary Wall or Common Yard Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of an adjacent Lot owner or any of such owner's tenants, invitees, agents, contractors, guests or family members, or

by the act of the Ranch Association or any of its agents or contractors, it shall be the joint obligation of the Lot owner and the Ranch Association (in the case of a Boundary Wall), or the two Lot owners (in the case of a Common Yard Wall), to rebuild and repair such wall (including restoration of any affected landscaping) to its pre-existing condition at their joint expense, such expense to be divided equally between them; provided, however, that if such damage or destruction is limited to the surface of a Boundary Wall or Common Yard Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the owner of the adjacent property toward which such surface faces, at such owner's sole expense;

e. In connection with any installation, construction, repair or replacement of a Boundary Wall or Common Wall in accordance with this Paragraph 9, each adjacent Lot owner (or the Ranch Association, if applicable) shall have the right to enter upon the adjacent Lot or Area of Common Responsibility as may be reasonably necessary in order to carry out such installation, construction, repair or replacement (including restoration of any affected landscaping);

f. Notwithstanding anything to the contrary herein contained, there shall be no modification of any Boundary Wall or impairment of the structural integrity of any Boundary Wall without the prior consent of the Ranch Association and the Covenant Commission, and there shall be no modification of any Common Yard Wall or impairment of the structural integrity of any Common Yard Wall without the prior consent of the owners of both adjacent Lots and the Covenant Commission;

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g. Anything in the foregoing to the contrary notwithstanding, the Ranch Association shall have no responsibility for the maintenance, repair or replacement of any Boundary Wall pursuant to this Paragraph 9 unless and until it has inspected and approved the construction of such Boundary Wall and accepted in writing maintenance responsibility (to the extent provided herein) for such Boundary Wall, in accordance with applicable Ranch Association turnover processes;

h. If a Lot owner shall fail to meet its maintenance or repair obligations under this Paragraph 9, the Ranch Association shall have the right (but not the obligation) to perform such maintenance or repair on behalf of such owner and to enter upon such owner's Lot to the extent reasonably necessary do so, and the Ranch Association shall have the right (along with any and all other rights and remedies available to it) to recover from such Lot owner all costs incurred by the Ranch Association in connection with such installation, maintenance or repair;

i. If a portion of a Boundary Wall (in its original location as approved by the Ranch Association and Covenant Commission, or as it may be relocated with the approval of the Ranch Association and the Covenant Commission) encroaches onto a Lot or encroaches onto an Area of Common Responsibility, and if such encroachment does not at any point exceed three (3) feet from the relevant Lot boundary, then, for so long as such encroachment continues, (a) the owner of the property onto which the Boundary Wall encroaches (the "**Burdened Property**") shall be deemed to have granted an easement of access and enjoyment to the owner of the

adjacent Lot or Area of Common Responsibility (the "**Benefited Property**") over that portion of the Burdened Property lying on the same side of the Boundary Wall as the Benefited Property (the "**Easement Area**"), and (b) the owner of the Benefited Property shall be responsible for maintenance of the Easement Area in accordance with all maintenance standards applicable to the adjacent portion of the Benefited Property, whether such maintenance standards are imposed pursuant to the Community Council Governing Documents, the Ranch Governing Documents, or any other governing law or agreement; and

j. The right of any Lot owner to payment or contribution from the Ranch Association or from any other Lot owner under this Paragraph 9 shall be appurtenant to the land and shall pass to such Lot owner's successors in title.

10. **Pedestrian Lighting.** Declarant reserves to itself and its successors and assigns the right to install, remove, maintain, replace and repair lighting fixtures, related electrical lines and other related facilities, within the areas designated on the Plat as common area tracts and within any and all other areas designated on the Plat as "Private Trail Easement" or "PVT.TR.E.", or as "Public Trail Easement" or "PUB.TR.E.", or as "Sidewalk Easement" or "S.W.E.", for the purpose of facilitating pedestrian use of private paths and private trails located within such tracts and other areas. The design and location of such fixtures, lines and related facilities shall be as determined by The Covenant Commission, consistent with the Community Design Book, and The Covenant Commission shall determine from time to time the days and hours of the day on which such lighting fixtures shall be operated. Any such lighting is provided solely for convenience and is not intended Unofficial Document either the safety or security of any individual who elects to utilize any such path or trail.

11. **Photography of Homes.** Each Person acquiring title to a Lot, by the acceptance of a deed or other instrument evidencing such title, hereby consents to having the exterior of any residence constructed on such Lot photographed by professional photographers contracted by Declarant, and agrees that such photographs may be used by Declarant in advertising and marketing materials and also may be used to demonstrate design guideline principles applicable to structures constructed at the Development. All such photographs and all such uses shall be at no cost to such Lot owner and such Lot owner shall allow such uses free of charge and without compensation to such Lot owner. All uses shall be implemented in a professional and tasteful, first-class manner. Each photography session, if any, shall be conducted at a mutually convenient time and date as agreed between the Lot owner and Declarant. The photography crew shall have the right to enter onto the Lot on the day of the photography session to conduct its work. Any damage caused by such crew shall be the responsibility of Declarant who shall promptly cause any such damage to be repaired, entirely at its cost, and with minimal inconvenience to the Lot owner.

12. **Adjacent Land Uses.**

a. **General.** Declarant hereby gives notice that the Tract is located adjacent to (a) a currently undeveloped parcel intended for development as a public park, commonly known as DC Ranch Parcel 2.16, to the east, which public park may include public restrooms,

turf areas, public art, an equestrian drop-off area, lighted volleyball and basketball courts, and related amenities serving such park, which is currently owned by the City of Scottsdale, (b) a currently undeveloped parcel across the Reata Pass Wash, to the east, which is currently owned by the City of Scottsdale and is intended for development as a public tennis facility, which may include lighted facilities, (c) an elementary school, including lighted ball fields, to the southeast, located across the Reata Pass Wash from the Tract (currently serving grades K-8, but expected to serve grades 9 and higher unless the adjacent site described in clause "(d)" below is acquired by the Scottsdale Unified School District and developed as a high school), (d) a currently undeveloped parcel across the Reata Pass Wash and south of the elementary school, which would be developed as a high school if the Scottsdale Unified School District elects to exercise its option to acquire the site, but which otherwise is owned by Declarant and would be developed for residential purposes, (e) a subdivision known as Parcel 2.17/2.18/2.19, which is currently under development for residential uses, to the south, (f) a residential subdivision known as Parcel 2.13/2.14, to the west, (g) Thompson Peak Parkway, to the north, and (h) residential subdivisions known as Parcel 4.13 and 4.23, respectively, to the north and northeast, across Thompson Peak Parkway. Each Lot owner, by taking title to a Lot acknowledges that (notwithstanding the above descriptions) Declarant makes no warranties or representations whatsoever that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, that such use will continue in effect, and that Declarant reserves the right to change the uses, densities and zoning of any property in the Development, as well as the locations, types or sizes of planned facilities which Declarant owns or controls without the consent of any Lot owner. Adjacent land information provided herein is as accurate as possible at time of Unofficial Document ~~unofficial document~~ ^{Unofficial Document}, but remains subject to change and should be independently verified. No representation, expressed or implied, has been made with respect to existing or future view plans. Current or future land uses on property not owned by Declarant are outside of its control.

b. **Airport.** Each Lot owner, by taking title to a Lot, acknowledges (for such Lot owner and such Lot owner's family members, other occupants, successors and assigns) that: (a) the Tract is in close proximity to the Scottsdale Airport flight path and is located 3 miles or less from the Scottsdale Airport (the "Airport"), which is currently located generally between Frank Lloyd Wright Boulevard on the north, Pima Road on the east, Thunderbird Road on the south and Scottsdale Road on the west; (b) as of the date hereof, the Airport is operated as a general aviation reliever/commercial service airport for Scottsdale and North Phoenix, used generally for single engine and twin engine airplanes, corporate jets, helicopters and scheduled service turbo prop and jet aircraft (including military aircraft from time to time); (c) aircraft taking off from and landing at the Airport may fly over the Tract and adjacent properties at altitudes which will vary with meteorological conditions, aircraft type, aircraft performance and pilot proficiency; (d) at the date hereof, the majority of aircraft takeoffs and landings occur daily between 6:00 a.m. and 11:00 p.m., but the Airport is open twenty-four (24) hours each day, so takeoffs and landings may occur at any hour of the day or night; (e) at the date hereof, the number of takeoffs and landings at the Airport average approximately 850 each day, but that number will vary and may increase with time if the number of its operations increases; (f) flights over the Tract or adjacent properties by aircraft taking off from or landing at the Airport may generate noise, the volume, pitch, amount and frequency of occurrence of which will vary

depending on a number of factors, including without limitation the altitudes at which the aircraft fly, wind direction and other meteorological conditions and aircraft number and type, and may be affected by future changes in Airport activity; (g) as of the date hereof, management of the Airport has policies in place intended to help reduce or minimize aircraft noise and its influence on owners and occupants of properties in the vicinity of the Airport, but those policies may change over time and in addition other aspects of such policies (including, without limitation, those intended to promote safety) may be given preference over policies relating to limiting noise; and (h) such Lot owner (for such Lot owner and such Lot owner's family members, other occupants, successors and assigns) hereby accepts and assumes any and all risks, burdens and inconvenience caused by or associated with the Airport and its operations (including, without limitation, noise caused by or associated with aircraft flying over the subdivision and adjacent properties), and agrees not to assert or make any claim and hereby waives and releases any claim arising out of or relating to the foregoing against (i) the City of Scottsdale, its officials, directors, commissioners, representatives, agents, servants and employees, (ii) DC Ranch Association, Inc. or DC Ranch Community Council, Inc., (iii) DC Ranch L.L.C., its direct and indirect owners, their respective directors, officers, partners, agents, employees, managers, trustees, and any successors or assigns of any of the foregoing.

13. **Enforcement.** The Community Council may recover from any Lot owner who fails to repair or maintain its Lot or any portion thereof or any adjacent Streetscape Area, Boundary Wall, Common Yard Wall, or any portion thereof, as required by any of Paragraphs 7, 8 or 9 above, any and all costs incurred by the Community Council in performing such repair or maintenance on the owner's behalf pursuant to said Paragraphs 7, 8 or 9, as applicable. In addition, without limiting any other rights or remedies available to the Community Council, the Community Council may impose a Specific Assessment under the Council Declaration against the owner's property within the Development in the amount of such costs or damages, which assessment shall be immediately due and payable upon delivery of notice of such assessment to the owner. All or any portion of the foregoing rights of the Community Council may be delegated to the Ranch Association pursuant to Section 6.10 of the Council Declaration (provided that any Specific Assessment levied by the Ranch Association in accordance with this paragraph shall be levied pursuant to the Ranch Declaration).

14. **Interpretation.** This Amended Supplemental Declaration shall run with the land within the Tract, shall be binding on all parties having or acquiring any right, title or interest in the Tract or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Council Declaration and the Ranch Declaration.

15. **Incorporation of Declarations.** The Council Declaration and the Ranch Declaration each is expressly incorporated herein and made a part hereof by this reference. Unless otherwise defined herein, every capitalized term and expression used herein shall have the same meaning as set forth for such terms and expressions in the Council Declaration and the Ranch Declaration, as applicable. In the event of any conflict between the terms of the Council Declaration or the Ranch Declaration and the terms of this Amended Supplemental Declaration, the terms of the Council Declaration or the Ranch Declaration, as applicable, shall control.

16. **Amendment.** This Amended Supplemental Declaration may be amended in the same manner as the Ranch Declaration may be amended in accordance with the provisions of the Ranch Declaration.

IN WITNESS WHEREOF, Declarant has executed the foregoing instrument as of the date first set forth above.

DC RANCH L.L.C., an Arizona limited liability company

By: DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, Administrative Member

By: DMB GP, INC., an Arizona corporation, General Partner

By: [Signature]
Its: VP

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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 12th day of June, 2006, by Andy Beatty, the Vice President of DMB GP, INC., an Arizona corporation, in its capacity as General Partner of DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as Administrative Member of DC RANCH L.L.C., an Arizona limited liability company, for and on behalf thereof.



[Signature]
Notary Public

My Commission Expires:
Sept - 7, 2007

CONSENT OF OWNER

The undersigned, being the owner of the Tract subject to the foregoing Amended Supplemental Declaration, hereby joins in and consents to the foregoing Amended Supplemental Declaration.

VIA DE CRISTO UNITED METHODIST,
an Arizona non-profit corporation

By: James E. Brin
Its: Chair of Trustees

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 7 day of June, 2006, by James Beveridge, the Chair of Trustees of VIA DE CRISTO UNITED METHODIST, an Arizona non-profit corporation, for and on behalf thereof.

Unofficial Document Helen Plew
Notary Public

My Commission Expires:
July 15, 2008



Exhibit "A"

Legal Description

A PARCEL OF LAND WITHIN SECTION 20, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON A RESULTS OF SURVEY RECORDED IN BOOK 426, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE WEST LINE OF SAID SECTION 20, NORTH 00 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 279.57 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 1078.08 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 532.64 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 68 DEGREES 33 MINUTES 51 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 18 DEGREES 33 MINUTES 43 SECONDS, A DISTANCE OF 172.56 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

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THENCE SOUTH 50 DEGREES 00 MINUTES 08 SECONDS WEST, A DISTANCE OF 6.31 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 376.27 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 45 DEGREES 06 MINUTES 19 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 27 DEGREES 58 MINUTES 34 SECONDS, A DISTANCE OF 183.72 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 01 DEGREES 41 MINUTES 48 SECONDS WEST, A DISTANCE OF 178.03 FEET;

THENCE NORTH 04 DEGREES 52 MINUTES 49 SECONDS WEST, A DISTANCE OF 108.68 FEET;

THENCE NORTH 01 DEGREES 48 MINUTES 58 SECONDS WEST, A DISTANCE OF 107.85 FEET;

THENCE NORTH 00 DEGREES 49 MINUTES 53 SECONDS EAST, A DISTANCE OF 109.21 FEET;

THENCE SOUTH 89 DEGREES 10 MINUTES 07 SECONDS EAST, A DISTANCE OF 41.75 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 16778.00 FEET, CONCAVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 01 DEGREES 27 MINUTES 32 SECONDS, A DISTANCE OF 427.17 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 290.00 FEET, CONCAVE

SOUTHERLY THROUGH A CENTRAL ANGLE OF 11 DEGREES 39 MINUTES 03 SECONDS, A DISTANCE OF 58.97 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 310.00 FEET, CONCAVE NORTHERLY THROUGH A CENTRAL ANGLE OF 11 DEGREES 24 MINUTES 20 SECONDS, A DISTANCE OF 61.71 FEET, TO THE CURVE'S END;

THENCE SOUTH 87 DEGREES 27 MINUTES 52 SECONDS EAST, A DISTANCE OF 174.01 FEET, TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 92 DEGREES 46 MINUTES 29 SECONDS, A DISTANCE OF 40.48 FEET, TO THE CURVE'S END;

THENCE SOUTH 05 DEGREES 18 MINUTES 35 SECONDS WEST, A DISTANCE OF 112.41 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 606.00 FEET, CONCAVE WESTERLY THROUGH A CENTRAL ANGLE OF 03 DEGREES 28 MINUTES 53 SECONDS, A DISTANCE OF 36.82 FEET, TO THE CURVE'S END;

THENCE SOUTH 08 DEGREES 47 MINUTES 29 SECONDS WEST, A DISTANCE OF 35.77 FEET, TO THE BEGINNING OF A CURVE;

THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 558.68 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 37 DEGREES 05 MINUTES 15 SECONDS, A DISTANCE OF 361.63 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 618.00 FEET, CONCAVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 25 DEGREES 35 MINUTES 31 SECONDS, A DISTANCE OF 276.04 FEET, TO THE CURVE'S END;

THENCE SOUTH 71 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 109.21 FEET, TO THE POINT OF BEGINNING.

EXCEPT ALL COAL AND OTHER MINERALS AS RESERVED IN THE PATENT RECORDED IN BOOK 200 OF DEEDS, PAGE 103, RECORDS OF MARICOPA COUNTY, ARIZONA.