

When recorded, mail to:
Ms LuJean Grandil
557 S. Daley Dr.
Mesa, AZ 85204

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for SEE CANYON HOMES**

Transamerica Title Insurance Company, a California corporation, as Trustee under Trust No. 84-687, as record title holder only, and See Canyon Homes, Inc., an Arizona corporation declarant, being the beneficial interest holder of the following described real property situated within the County of Gila, State of Arizona, to wit:

SEE CANYON HOMES, according to the plat to be recorded in the office of the Gila County Arizona Recorder, affecting and being a part of the land described on the attached Exhibit A,

and desiring to establish the nature of the use and enjoyment thereof, hereby declares that the following express covenants, conditions and restrictions shall attach to said real property and every lot or parcel thereof, and shall constitute covenants running with the land:

A. Lots 1 to 58, inclusive, shall be subject to the following express covenants, conditions, and restrictions:

1. Said lots are hereby restricted to single family dwellings for residential use only. No business activities of any kind whatsoever shall be conducted upon any of the said lots or improvements located thereon. Use of the dwellings shall be restricted to the Owner(s), their family and guests.

2. All buildings or structures erected on said lots shall be of new construction, and no building or structure shall be moved from other locations onto said premises. Not more than one single-family structure may be erected on any individual lot. However, said structure may contain guest quarters. A separate structure for guest quarters is not permissible.

3. A private garage or carport may be erected, either as an attachment to the main structure or as an outbuilding. Detached carports and garages may not be converted to living quarters. Attached carports and garages may be converted to living quarters upon approval of the Board of Directors.

4. No house trailer, mobile home or motorized mobile home shall at any time be placed upon, stored or lived in on any lot for a period to exceed fourteen (14) days in any thirty (30) day period; provided, however, that the Board of Directors of See Canyon Homes, Inc., may grant such permission for a period not to exceed four months while an Owner is actually constructing a permanent dwelling. This restriction does not apply to pick-up trucks with camper shells or minivans which are a primary source of transportation. Utility hook-ups to all aforesaid vehicles are not permissible, including power generators. Under no circumstances shall any vehicle, mobile home, or other structure be placed upon, lived in, or stored on any portion of the common area. The Board of Directors of See Canyon Homes, Inc., or its designated officer or agent shall have the right and power to enter upon any lot or portion of the common area for the purpose of removing any house trailer, mobile home, motorized mobile home, or other structure existing in violation of this section, and all costs incurred shall be charged against the Owner of said lot by invoice, and such charge shall constitute and be made a lien on said lot and foreclosed in the same manner as provided for in Paragraph C.

5. All structures shall be designed and constructed to be consistent and blend with the rustic forest environment of the surrounding area. Exterior roofing, stains, paint, etc., shall be selected to conform to this philosophy.

6. With the exception of gray lines, all plumbing shall be of the modern inside type, connected below the surface of the ground to a septic tank with an adequate leach drainage line below the surface, or to an approved sewer line. Gray lines are permissible for drainage of waste wash water, but their installation must comply with the regulations set forth by Gila County, Arizona. A sump arrangement must be provided to allow such waste water to properly leach into earth below ground.

7. All electrical equipment and facilities installed and operated shall conform to the National Electric Safety Code and the electrical code of Gila County, Arizona. Applicable electrical equipment must have been approved by the Underwriters Laboratory.

8. All propane or other liquified-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State of Arizona.

9. No fences shall be erected unless approved in writing by the Board of Directors of the See Canyon Homes, Inc.

10. No Owner or resident shall interfere with or obstruct the drainage pattern over his lot such that it is diverted to flow over any other lot. Within an Owner's lot reasonable measures for erosion control are permissible.

11. No lot shall be subdivided nor shall two adjoining lots be combined into a single, larger lot.

12. From the date hereof no structure shall be erected on any lot within fifteen (15) feet of all lot lines, provided, however, that the setback requirements herein provided may be amended or modified by the Board of Directors of See Canyon Homes, Inc., upon written application by any Owner, wherein the Board is of the opinion that the setback requirements would work an undue hardship, or where a variation thereof would be in the best interest of the lot Owner and See Canyon Homes as a whole. In no case shall setbacks violate the minimum requirements adhered to by Gila County, Arizona, without variance approval from Gila County, as well as approval from the Board of Directors of See Canyon Homes, Inc.

13. No building, fence, wall, antenna, broadcasting tower or other structure shall be commenced, erected, altered or maintained, until the plans and specifications showing the nature, kind, shape, color, height, materials, floor plans and location of such structure or alteration shall have been submitted to and approved by the Board of Directors of See Canyon Homes, Inc., an Arizona corporation, and a copy thereof, as finally approved, lodged permanently with said Board. Failure of said Board to reject in writing said plans and specifications within thirty (30) days from the date the same are submitted shall constitute approval of said plans and specifications which shall not be unreasonably withheld, and rejection of any plans or specifications must be based on reasonable judgment as to the effect that said changes and alterations will have on the See Canyon Homes as a whole. The Board shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic, or any other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations, including but not limited to painting of exterior surfaces of any building, fence, wall or other structure shall be subject to the prior approval of the Board.

Although the Board of Directors shall have final approval authority over all such plans and specifications, the Board shall refer said plans and specifications to the Architectural Control Committee for evaluation and shall be guided by the recommendations of the Architectural Control Committee. If plans and specifications are disapproved, the specific reason or reasons for disapproval shall be communicated in writing to the lot Owner(s) who submitted them. Said lot Owner(s) may then revise the plans and specifications to remedy the stated reasons for disapproval, and resubmit said plans and specifications to the Board of Directors for further review. Alternately, if said lot Owner(s) disagree with any or all of the stated reasons for disapproval, the lot Owner(s) may request and shall be granted a hearing with the Board of Directors and the Architectural Control Committee whereby the areas of disagreement may be clarified and resolved. The Board of Directors and the Architectural Control Committee shall give full and reasonable consideration to the information presented by the lot Owner(s) in support of their position. However final authority to approve or disapprove rests with the Board.

Any approval of plans and specifications shall be evidenced by a certificate signed by at least a majority of the Board of Directors. Said approval shall then be irrevocable and not subject to withdrawal or change by the Board of Directors. Such certificate may be conclusively relied upon by all parties including, but not limited to, any lot Owner(s), any title insurance company and any lender taking any lot as security.

The receipt of a deed to any lot denotes acceptance of these approval terms and procedures, and constitutes a written waiver of all rights to appeal the decision of the Board of Directors to any court of competent jurisdiction.

14. No horses, cattle, sheep, goats, pigs or other livestock or poultry may be kept, boarded or maintained on any of said lots and or common area; provided, however, this restriction shall not be construed as prohibiting the keeping of ordinary domestic pet fowl, animals or game birds upon such property. Household pets must not present a health or safety hazard to residents of See Canyon Homes, or their guests. Pets which do present such hazards must be contained on a leash or similar restraint.

15. Recreational vehicles or vehicles of a class generally considered to be for recreational purposes, including, but not limited to, motorcycles, motorbikes, tote-goats, dune buggies, trail bikes, all-terrain vehicles and go-carts may be used for reasonable recreational or transportation purposes only upon dedicated roadways. All such vehicles shall be properly baffled or muffled. The riding of

such vehicles shall not be frequent or repetitive so as to cause dust, noise or other similar nuisance. The Board of Directors shall have the authority to levy reasonable fines against Owners who themselves, or by their guests or other invitees, are repeat offenders. These fines may become lien assessments in the same manner as other sums which become due to See Canyon Homes, Inc.

16. No motor vehicle which is under repair or not in operating condition, shall be placed or permitted to remain on the roadway(s) or any portion of any lot or lots, or common area, unless it is within an enclosed garage or other structure.

17. The discharge of any firearm, air gun or similar weapon is prohibited on any lot or common area.

18. The shooting, trapping or snaring of any form of animal or bird wildlife is prohibited on any lot or common area except where it is necessary to protect life or property or prior written permission has been obtained from the Board of Directors.

19. The use of any and all types of fireworks, rockets, sparklers or similar item is prohibited on any lot or common area.

20. No advertising signs (except one "For Sale" sign per parcel, not to exceed five square feet), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of said lots or common area, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any parcel or lot.

21. Each lot Owner shall display his lot number in a size and position which is easily visible from the road and clearly indicates routes of access for emergency vehicles. Lot identification signs shall be of simple rustic design and state name and lot number.

22. For the purpose of fire protection, each Owner shall at all times maintain his entire lot cleared of hazardous vegetative growth and shall install and maintain a garden hose outlet on the exterior of any structure on a lot so as to permit hose stream protection for all sides of a structure and roof. Spark arrestors shall be installed and maintained at all times on any chimney. Roofs, rain gutters, chimneys and stove pipes shall be kept reasonably clear of flammable debris, and tree branches which overhang chimneys and stovepipes shall be removed. No fireworks will be stored or used within the See Canyon Homes area. Branches which may chaff against power lines shall be removed. Annually each lot Owner shall clear all readily burnable vegetation such as dried grass, pine needles, dead brush and dead small trees from an area approximately 20 feet in

distance from each side of any structure, or to the lot boundary if the distance to the boundary is less than 20 feet. Coals and ashes from fireplaces, etc., shall be stored in fire-safe metal containers and disposed of in an approved sanitary landfill. Each lot Owner shall be bound by any additional fire protection rules or regulations which may be issued by the Board of Directors of See Canyon Homes, Inc.

23. Except for clearance necessary for construction, access road and fire protection, no trees or other vegetation may be removed from any lot or common area without prior approval of the Board of Directors of See Canyon Homes, Inc.

24. No soil, stone, sand, or gravel may be removed from any lot or common area without prior approval of the Board of Directors of See Canyon Homes, Inc.

25. All lots 1 to 58, inclusive, shall be subject to any assessments levied and assessed by the Board of Directors of See Canyon Homes, Inc., for the purposes and in the manner as hereinafter provided. These assessments shall be fixed at an equal amount for each lot.

26. The conditions and restrictions contained herein shall not be applied retroactively to any dwelling, structure or facility which was constructed or installed prior to the date hereof. However any subsequent additions, modifications or alterations to said existing dwelling, structures and facilities shall be subject to the conditions and restrictions documented herein.

B. Exclusive of lots 1 through 58, the remainder of the property encompassed by See Canyon Homes shall be used only for recreational purposes and for roadways and facilities such as water storage tanks for the benefit of all lot Owners and stockholders in See Canyon Homes, Inc.

Hereafter this property, exclusive of lots 1 through 58, shall be designated as "common" property. No part of the common property may be divided, subdivided or split into smaller parcels, or used for any purpose which will detract from or interfere with the use and enjoyment of any or all of lots 1 through 58. No buildings or structures shall be erected or maintained on the common property except for the purpose of providing services such as electrical power or water supply. No debt mortgage or encumbrance of any kind or description whatsoever upon any of the common property shall be valid unless there shall be endorsed upon the instrument of transfer or encumbrance a written approval by all of the then Owners or holders of record of all institutional mortgages upon lots 1 through 58. Institutional mortgage shall be understood to mean a mortgage given to secure an indebtedness due to a regularly organized bank, insurance company, savings and loan association, or other corporation or association or governmental agency regularly engaged in making of mortgage loans and approved by the FHA or the Veterans

Administration. The Board of Directors of See Canyon Homes, Inc., shall have the exclusive right and power to establish and impose rules and regulations governing the use of the common property and all private roadways existing thereon, and any person using said parcels or areas shall abide by such rules and regulations.

C. It is anticipated that residential dwelling units will be constructed on all of lots 1 through 58, and that the ownership of each of said lots shall be evidenced by a deed to the lot. The common property shall be conveyed to and owned by See Canyon Homes, Inc., an Arizona corporation.

The proper maintenance and upkeep of the common property for park, recreational and road purposes shall be undertaken by See Canyon Homes, Inc. The rights and obligations of said corporation with respect to said tracts, and the maintenance and upkeep thereof, shall be as follows:

1. One share of the capital stock of See Canyon Homes, Inc., shall be issued to the Owner(s) of record, or contract purchaser or purchasers, of each lot, 1 through 58. In the event a lot is owned, or is being purchased under contract, by two or more persons, a single share of stock shall be issued in the names of all of said Owners or contract purchasers. Only one vote per share of stock is allowed at any Annual or Special Meeting of the Owners of the corporation.

2. See Canyon Homes, Inc., shall maintain, operate and otherwise manage the common property, and shall pay all associated costs, including real estate taxes and premiums for hazard and public liability insurance.

3. The Owner(s) of record of each of lots 1 through 58 shall pay to See Canyon Homes, Inc., within 30 days of receipt of invoice, a sum equal to the aggregate of the following:

(a) Owner's share of the actual cost to See Canyon Homes, Inc., of all road repairs, fire protection measures, cleaning, improving, and maintaining common areas, water supply system, insurance, taxes, miscellaneous expenses and management as herein required.

(b) Owner's pro-rata share of such sum as the Board of Directors of See Canyon Homes, Inc., shall determine to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, replacement, and the payment of taxes and insurance.

(c) Each Owner's pro-rata share shall be determined by the Board of Directors of See Canyon Homes, Inc., and shall be in the ratio that one lot is to the total number of lots not owned by See Canyon Homes, Inc. When all lots have been sold this ratio shall be one part in fifty-eight.

(d) Invoices shall be submitted to lot Owners at regular intervals as may be fixed by the Board of Directors of See Canyon Homes, Inc. Said invoices shall be itemized at least to the extent that each lot Owner can readily identify his pro-rata share of real estate taxes and any other expenses which may be income tax deductible for the lot Owner.

(e) The maximum amount of the Annual Assessment which may be assessed by the Board of Directors of See Canyon Homes, Inc., for any of the purposes enumerated in Paragraph C.3.(a) and Paragraph C.3.(b) shall not exceed \$1,000 per lot per year, provided that the said maximum amount may be raised by a majority vote of the stockholders of See Canyon Homes, Inc., at any special or regular meeting of the corporation called for that purpose.

(f) In addition to any other assessments authorized by this Declaration, the Board of Directors shall have the right to levy in any fiscal year, a Special Assessment(s) applicable to that year only, for purposes which in their discretion appear to be in the best interest of the Corporation. Any such Special Assessment shall be authorized by a three-fourths (3/4) vote of all members of the Board. Furthermore, any such special assessment shall be ratified and approved by the affirmative vote of three-fourths (3/4) of the Owners of the lots that are entitled to a vote at a Regular or Special Meeting of the Owners. Proxy and absentee voting shall be permitted.

4. In the event any invoice as provided for in Paragraph C is not paid within sixty (60) days from the date the same is deposited in the United States mail addressed to the Owner(s) of a lot, the amount of such invoice shall be and become a lien upon said lot upon See Canyon Homes, Inc., causing to be filed in the office of the County Recorder of Gila County an affidavit, of non-payment of such invoice in the form a materialman's lien and posting a copy of the same upon said lot. Said lien shall be foreclosed within six (6) months from the date of filing the affidavit of non-payment as hereinabove provided in the manner provided by Arizona law for the foreclosure of materialman's liens. If any lot subject to the lien hereof shall be or shall become subject to a lien of a mortgage (i) the foreclosure of the lien herein provided shall not operate to affect or impair the lien of the mortgage, and (ii) the foreclosure of the lien of the mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien herein provided, except that the lien herein for said charges as shall have accrued up to the foreclosure, or the acceptance of the deed in lieu of the foreclosure, shall be subordinate to the lien of the mortgage with the foreclosure purchaser or deed in lieu of grantee taking title free of the lien hereof for all of said charges that have accrued up to the time of the foreclosure or deed

given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

5. In the event the Owner of any lot shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner satisfactory to the Board of Directors of See Canyon Homes, Inc., See Canyon Homes, Inc., through its agents and employees, shall have the right to enter upon such premises and correct any violation of these restrictions or repair, maintain, rehabilitate and restore the exterior of any improvements situated thereon, and the cost thereof shall be charged against said Owner of said lot by invoice in the manner set forth in Paragraph C hereof and made a lien on said lot and foreclosed as therein set forth; provided, however, that said See Canyon Homes, Inc., first give written notice to the Owner of said lot of its intentions to make such corrections or repairs or of its intention to perform such maintenance or rehabilitation work and affording the Owner of said lot ninety (90) days' time in which to make said necessary corrections, repairs or maintenance work. If at the end of said ninety (90) day period, the work to be performed has not been done by the Owner then See Canyon Homes, Inc., shall have the right, as set forth herein, to make such maintenance, repairs or rehabilitation work. Nothing herein contained shall be construed to grant to See Canyon Homes, Inc., any right to enter into or inside of any building or buildings located on any lot without the consent of the Owner thereof.

6. See Canyon Homes, Inc., or its successors shall be given notice in writing of any sale, transfer or conveyance by any of the Owners of lots within ten (10) days of the close of escrow and/or recording of title at the Gila County Recorders Office.

7. No share of stock in See Canyon Homes, Inc., held by the Owner of a lot shall be transferred, pledged, or alienated in any way except upon the sale or transfer of said lot and then only to the purchaser or new Owner of said lot. Any attempt to make a prohibited transfer shall be void and will not be reflected upon the books of the corporation. In the event the Owner of any lot shall fail or refuse to transfer the certificate registered in his name to the purchaser or new Owner of such lot, See Canyon Homes, Inc., shall have the right to record the transfer upon the books of the corporation and to issue a new certificate to the purchaser or new Owner and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

D. Easements for sewers, water, cable television, electricity, telephone and other utilities along, under, around, adjacent to, and across the lots which are subject to these restrictions are hereby granted, reserved and established; such shall include the right to excavate for, place, cover, repair, and do everything necessary or desirable to maintain the same in a workmanlike manner and proper condition. This right shall be exercised

in such manner as to preserve the greatest amount of natural growth and vegetation and do the least amount of injury to the lots, consistent with the most feasible location of, and proper construction of any improvements to, said easements. The location of these easements and the construction of any improvements thereto shall be as determined by See Canyon Homes, Inc., or its authorized agents. Any such easements shall be within 15 feet of any lot line.

E. Wherever a cabin driveway, which exists on the date hereof, crosses a portion of an adjacent lot, the Owner of the cabin and his guests shall have the temporary right to use said existing driveway for access to and from his cabin for a period of six years after the date hereof. When the six-year period has expired, the cabin Owner may continue to use said driveway with the written consent of the Owner of the adjacent lot through which the driveway passes. Any new driveway must be constructed entirely within the boundaries of the Owner's lot and Tract A, and shall in no way encroach upon any other lot or Tracts B, through B₁₀, inclusive. Said new driveway shall also conform and comply with all other applicable conditions and restrictions contained herein.

F. No application for zoning or rezoning of any lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use had been approved by the Board of Directors and the proposed use otherwise fully complies with this Declaration.

G. Wherever the terms "Owner" or "Owners" are used herein, such terms shall include purchaser or purchasers under an agreement for sale or contract to purchase, and beneficiary or beneficiaries or any trust owning or purchasing any lot within See Canyon Homes.

H. Invalidation of any one of these covenants, conditions, or restrictions, by judgment or court order shall in no way affect the validity of any of the other provisions, and the same shall remain in full force and effect.

I. All restrictive covenants listed or contained herein are subject, in all instances, to compliance with the State of Arizona and the County of Gila health ordinances, restrictions and regulations, zoning regulations or any other duly enacted laws or regulations.

J. Should it become necessary at any time that anyone authorized by this Declaration to enforce same, employ counsel to enforce any of the covenants, conditions, or restrictions herein contained, all costs incurred in the enforcement of such covenants, conditions, or restrictions, herein contained including, but not limited to a reasonable fee for counsel, shall be paid by the Owner of a lot or lots who through their breach make it necessary to enforce such covenants, conditions, or restrictions, herein contained. See Canyon Homes, Inc., shall have a lien upon such lot or lots to secure payment of such costs, which lien may be enforced in the manner specified in Paragraph C hereof.

K. None of the rights of See Canyon Homes, Inc., to enforce the covenants, conditions, and restrictions contained herein shall be construed to be a mandatory obligation or duty of the Corporation to enforce said covenants and restrictions.

L. The covenants, conditions, and restrictions, contained herein shall run with the land and shall be binding upon all persons purchasing or occupying any lot or lots within See Canyon Homes after the date on which this instrument has been recorded. These covenants, conditions, and restrictions, may be enforced by the Owner of any lot, See Canyon Homes, Inc., or any one or more of said individuals and corporation, provided, however, that any breach of said covenants, conditions, and restrictions, or any right of re-entry by reason thereof, shall not defeat or affect the lien of any mortgage or deed of trust made in good faith and for value upon said land, but except as hereinafter provided each and all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner of said premises whose title thereto is acquired by foreclosure, trustees' sale or otherwise, and provided also that the breach of any of said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien instruments of conveyance of any interest in all or any part of See Canyon Homes shall contain reference to this instrument and shall be subject to the covenants, conditions, and restrictions herein as fully as though the terms and conditions of this instruments shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

M. Notwithstanding any provision of this Declaration of covenants, conditions, and restrictions to the contrary, the provisions of Paragraph J shall not apply to nor be enforced by any person with respect to (a) a sale, transfer or conveyance of any parcel to any person pursuant to a judgment or a foreclosure of a mortgage by an institutional lender or a deed in lieu of foreclosure to said institutional lender (bank, savings and loan, Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, mortgagees approved by the FHA) upon such lot, or (b) a sale, transfer or conveyance of any lot or parcel to any person by an institutional lender which has acquired title through or by virtue of foreclosure by it of a mortgage of record upon such parcel or deed in lieu of foreclosure, or (c) the initial transfer or conveyance by Transamerica Title Insurance Company, or (d) transfer or conveyance by See Canyon Homes, Inc., an Arizona corporation, or (e) the transfer or conveyance to the heirs or devisees of the Owner of a lot as the result of the death of such Owner.

N. In case of conflict among the provisions of the Articles of Incorporation, the By-laws, and the Declaration of Covenants, Conditions, and Restrictions, the following order of precedence shall apply:

1. The Declaration of Covenants, Conditions, and Restrictions
2. The Articles of Incorporation
3. The By-laws

O. These covenants, conditions, and restrictions, shall remain in full force and effect for a period of thirty (30) years from the date hereof. Thereafter they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing executed and acknowledged by the Owners of not less than three-fourths (3/4) of the lots, which said instruments shall be recorded in the office of the Recorder of Gila County, Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten (10) year extension.

DATED this 27th day of February, 1990

SEE CANYON HOMES, INC.

By Warren L. Hinkle
Vice President

ATTEST:

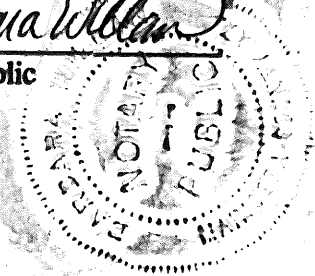
LuJean Grandil
Secretary

The foregoing instrument was executed before me by Warren L. Hinkle, Vice President, and LuJean Grandil, Secretary, of SEE CANYON HOMES, INC., an Arizona Corporation, on this 27th day of Feb., 1990.

Barbara Wilson
Notary Public

My commission expires:

My Commission Expires March 31, 1991



Ratified and Approved:

Transamerica Title Insurance Company, A California corporation, Trustee under Trust #84-687, and not personally

By: *Lelia Sutherland*
Asst. Secy.

State of Arizona
County of Navajo

The foregoing instrument was executed before me by Lelia Sutherland
as Asst. Secy. for Transamerica Title Insurance Company, a California corporation, as
Trustee under Trust No. 84-687, and not personally, on this 18 day of April, 1990.

Shirley J. Arnold
Notary Public

My Commission Expires

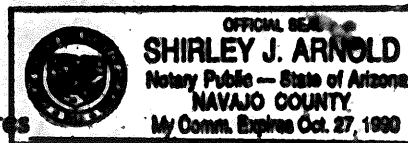


Exhibit A

A parcel of land located in Section 20, Township 11 North, Range 13 East, Gila and Salt River Base and Meridian, Gila County, Arizona, being described as follows:

Section 20, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$;
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C+4E+5/E
20 CR# 11668
CR# 5694

588655

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Pioneer Title Agency, Inc.

Date Apr. 20, 1990 Time 8:20 A. M., Docket 797 Official Records Page 8 107-120
Records of Gila County, Arizona.

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

MARY V. DE PAOLI, County Recorder
By *Mary V. De Paoli*, Recorder

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Transamerica Title Company, Box 730, Show Low, AZ 85901, as Trustee** (hereinafter called "Grantor") do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement ten (10) 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 Gila County, Arizona, and are described as follows: **under Trust 84-700, and not personally

A parcel of land located in Section 20, T11N, R13E, Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

The NE-1/4 of the SW-1/4; The E-1/2 of the W-1/2 of the E-1/2 of the NW-1/4 of the SW-1/4; The E-1/2 of the E-1/2 of the NW-1/4 of the SW-1/4; The N-1/2 of the S-1/2 of the NW-1/4 of the SE-1/4 of the SW-1/4; The N-1/2 of the N-1/2 of the SE-1/4 of the SW-1/4; The W-1/2 of the NW-1/4 of the SE-1/4; The W-1/2 of the W-1/2 of the NE-1/4 of the NW-1/4 of the SE-1/4; The W-1/2 of the SW-1/4 of the SE-1/4 of the SW-1/4 of the NE-1/4; The S-1/2 of the SW-1/4 of the SW-1/4 of the NE-1/4; The SW-1/4 of the NW-1/4 of the SE-1/4 of the SW-1/4 of the NE-1/4; The S-1/2 of the NE-1/4 of the SW-1/4 of the SW-1/4 of the NE-1/4; The W-1/2 of the SE-1/4 of the NW-1/4 of the SW-1/4 of the NE-1/4; The NW-1/4 of the NE-1/4 of the SW-1/4 of the SW-1/4 of the NE-1/4; The NW-1/4 of the SW-1/4 of the SW-1/4 of the NE-1/4; The SW-1/4 of the NW-1/4 of the SW-1/4 of the NE-1/4; The SE-1/4 of the SE-1/4 of the NE-1/4 of the SE-1/4 of the NW-1/4; The SE-1/4 of the NW-1/4; The S-1/2 of the N-1/2 of the SE-1/4 of the SE-1/4 of the NW-1/4; The S-1/2 of the SE-1/4 of the SE-1/4 of the NW-1/4; The S-1/2 of the S-1/2 of the SW-1/4 of the SE-1/4 of the NW-1/4;

All of said Section 20.
Encloses 115.87 Acres More or Less.

See Exhibit "A", Exhibit "B" and Exhibit "C" attached and made a part hereof.

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.

Transamerica Title Company, as Trustee of
THA 84-700, and not personally

By Lelia Sutherland
Title: Asst. Secy.

Dated: January 30, 1990

WITNESS:

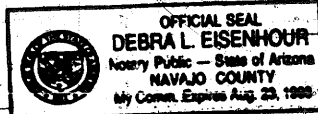
STATE OF ARIZONA
County of Navajo } ss.

This instrument was acknowledged before me this 30th day of January 19 90.

by Lelia Sutherland, as Asst. Secy. for Transamerica Title Insurance Company, a CA. corp.
(NAME)

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

My Commission Expires:



Lelia Sutherland
(NOTARY PUBLIC)

The centerline of this 10 foot wide easement is described as follows:

Commencing at the West one-quarter corner of said Section 20; THENCE North $89^{\circ}57'32''$ East a distance of 823.12 feet; THENCE South $0^{\circ}06'02''$ West a distance of 130.53 feet to the (TRUE POINT OF BEGINNING) of this easement; THENCE South $72^{\circ}04'21''$ East 104.42 feet; THENCE South $38^{\circ}40'52''$ East 150.27 feet to Point "A"; THENCE North $73^{\circ}25'$ East 42.20 feet; THENCE North $51^{\circ}23'51''$ East 47.15 feet; THENCE North $24^{\circ}14'28''$ East 70.14 feet; THENCE North $01^{\circ}56'$ East 174.88 feet to a point on the North property line. Again commencing at Point "A"; THENCE South $38^{\circ}13'59''$ East 90.79 feet to Point "B"; THENCE South $49^{\circ}53'04''$ West 141.51 feet. Again commencing at Point "B"; THENCE North $51^{\circ}39'27''$ East 170.96 feet. Again commencing at Point "B"; THENCE South $37^{\circ}14'43''$ East 223.77 feet; THENCE South $18^{\circ}49'10''$ East 165.38 feet; THENCE South $38^{\circ}56'15''$ East 239.42 feet to Point "C"; THENCE North $12^{\circ}20'41''$ East 158.75 feet; THENCE North $82^{\circ}56'29''$ East 100.74 feet; THENCE North $83^{\circ}43'20''$ East 162.05 feet to Point "O"; THENCE South $0^{\circ}51'54''$ West 100.02 feet; THENCE South $0^{\circ}29'54''$ East 96.59 feet. Again commencing at Point "O"; THENCE North $32^{\circ}48'02''$ East 119.86 feet to Point "P"; THENCE South $62^{\circ}04'22''$ East 60.00 feet. Again commencing at Point "P"; THENCE North $22^{\circ}29'33''$ East 230.29 feet to Point "Q"; THENCE North $56^{\circ}44'59''$ West 56.74 feet; THENCE North $52^{\circ}27'15''$ West 160.52 feet to Point "R"; THENCE North $01^{\circ}49'28''$ East 204.00 feet. Again commencing at Point "R"; THENCE South $29^{\circ}18'28''$ West 249 feet. Again commencing at Point "Q"; THENCE South $53^{\circ}33'23''$ East 151.66 feet. Again commencing at Point "Q"; THENCE North $43^{\circ}14'14''$ East 253.09 feet; THENCE North $28^{\circ}47'03''$ East 212.29 feet to Point "S"; THENCE North $45^{\circ}33'32''$ West 218 feet. Again commencing at Point "S"; THENCE South $81^{\circ}59'31''$ East 246.28 feet to Point "T"; THENCE South $81^{\circ}23'58''$ East 143.50 feet. Again commencing at Point "T"; THENCE South $03^{\circ}15'40''$ West 99.67 feet. Again commencing at Point "S"; THENCE North $50^{\circ}13'31''$ East 249.00 feet; THENCE North $59^{\circ}53'50''$ East 115.08 feet to Point "U"; THENCE North $46^{\circ}06'$ West 114.35 feet. Again commencing at Point "U"; THENCE North $59^{\circ}53'50''$ East 142.93 feet; THENCE North $66^{\circ}19'30''$ East 245.33 feet to Point "V"; THENCE North $23^{\circ}07'$ West 78.50 feet. Again commencing at Point "V"; THENCE North $66^{\circ}19'30''$ East 23.68 feet to Point "W"; THENCE North $40^{\circ}50'33''$ East 251.54 feet; THENCE North $28^{\circ}27'57''$ West 206.43 feet; THENCE South $79^{\circ}19'46''$ West 197.00 feet. Again commencing at Point "W"; THENCE South $8^{\circ}03'55''$ East 93.65 feet; THENCE South $6^{\circ}38'52''$ East 93.81 feet. Again commencing at Point "C"; THENCE South $0^{\circ}07'31''$ West 205.65 feet; THENCE South $6^{\circ}36'11''$ West 203.93 feet; THENCE South $54^{\circ}18'15''$ East 163.96 feet; THENCE South $54^{\circ}31'38''$ East 212.88 feet to Point "D"; THENCE South $16^{\circ}29'33''$ West 95.25 feet. Again commencing at Point "D"; THENCE North $78^{\circ}12'29''$ East 143.62 feet to Point "E"; THENCE South $11^{\circ}21'52''$ East 92.67 feet; THENCE South $11^{\circ}19'01''$ East 258.62 feet to a point on the South property line. Again commencing at Point "E"; THENCE North $79^{\circ}03'08''$ East 55.87 feet; THENCE North $78^{\circ}17'56''$ East 137.62 feet; THENCE North $78^{\circ}19'35''$ East 155.68 feet to Point "F"; THENCE North $59^{\circ}17'07''$ West 149.93 feet; THENCE North $16^{\circ}28'49''$ East 298.15 feet. Again commencing at Point "F"; THENCE South $79^{\circ}38'33''$ East 157.40 feet; THENCE North $50^{\circ}16'56''$ East 246.55 feet to Point "G"; THENCE South $0^{\circ}37'$ East 34.10 feet. Again commencing at Point "G"; THENCE North $4^{\circ}19'35''$ East 191.95 feet; THENCE North $18^{\circ}52'04''$ West 238.66 feet to Point "X"; THENCE North $76^{\circ}21'45''$ West 110.44 feet. Again commencing at Point "X"; THENCE North $18^{\circ}52'04''$ West 30.00 feet. Again commencing at Point "G"; THENCE North $63^{\circ}44'24''$ East 134.39 feet to Point "H"; THENCE South $36^{\circ}06'$ East 42.00 feet. Again commencing at Point "H"; THENCE North $47^{\circ}48'08''$ East 159.20 feet to Point "I"; THENCE North $56^{\circ}53'$ West 75.37 feet. Again commencing at Point "I"; THENCE North $47^{\circ}48'08''$ East 60.80 feet; THENCE North $31^{\circ}50'40''$ East 121.88 feet to Point "J"; THENCE South $63^{\circ}09'$ East 102.80 feet. Again commencing at Point "J"; THENCE North $31^{\circ}50'40''$ East 121.14 feet; THENCE North $7^{\circ}55'24''$ East 250.56 feet; THENCE North $35^{\circ}22'34''$ East 107.26 feet to Point "K"; THENCE North $78^{\circ}14'39''$ West 200.89 feet; THENCE South $79^{\circ}09'40''$ West 245.68 feet; THENCE South $77^{\circ}18'33''$ West 94.18 feet. Again commencing at

EXHIBIT "A"

Point "K"; THENCE North $37^{\circ}55'08''$ East 302.06 feet; THENCE North $4^{\circ}29'33''$ East 165.52 feet; THENCE North $26^{\circ}11'59''$ West 122.22 feet to Point "L"; THENCE South $71^{\circ}30'43''$ West 127.15 feet; THENCE South $62^{\circ}03'54''$ West 66.21 feet. Again commencing at Point "L"; THENCE North $26^{\circ}11'59''$ West 48.22 feet; THENCE North $35^{\circ}37'10''$ East 179.35 feet to Point "M"; THENCE North $56^{\circ}45'$ West 60.02 feet. Again commencing at Point "M"; THENCE North $35^{\circ}37'10''$ East 58.00 feet; THENCE North $34^{\circ}04'33''$ East 180.37 feet. Again commencing at Point "Z"; THENCE South $89^{\circ}38'33''$ West a distance of 566.84 feet to a point on the West boundary line.

This easement shall include the right to install and maintain down guys (anchors) outside the easement boundaries as required.

EXHIBIT "B"

COURSE NO.	BEARING	DISTANCE (FEET)	COURSE NO.	BEARING	DISTANCE (FEET)
1.	N 76°21'45" W	110.44	46.	S 53°33'23" E	151.66
2.	N 18°52'04" W	238.66	47.	N 56°44'59" W	56.74
3.	N 04°19'35" E	191.95	48.	N 52°27'15" W	160.52
4.	N 63°44'24" E	134.39	49.	N 01°49'28" E	204.00
5.	S 00°37' E	34.1	50.	S 29°18'28" W	249.00
6.	S 36°06' E	42.0	51.	N 22°29'33" E	230.29
7.	N 47°48'08" E	159.2	52.	S 62°04'22" E	60.00
8.	N 56°53' W	75.37	53.	N 32°48'02" E	119.86
9.	N 47°48'08" E	60.8	54.	S 00°51'54" W	100.02
10.	N 31°50'40" E	121.88	55.	S 00°29'54" E	96.59
11.	S 63°09' E	102.80	56.	N 83°43'20" E	162.05
12.	N 31°50'40" E	131.14	57.	N 82°56'29" E	100.74
13.	N 07°55'24" E	250.56	58.	N 12°20'41" E	158.75
14.	N 35°22'34" E	107.26	59.	S 38°56'15" E	239.42
15.	N 78°14'39" W	200.89	60.	S 18°49'10" E	165.38
16.	S 79°09'40" W	245.68	61.	S 37°14'43" E	223.77
17.	S 77°18'33" W	94.18	62.	S 49°53'04" W	141.51
18.	N 37°55'08" E	302.06	63.	N 51°39'27" E	170.96
19.	N 04°29'33" E	165.52	64.	S 38°13'59" E	90.79
20.	N 26°11'59" W	122.22	65.	S 38°40'52" E	150.27
21.	S 71°30'43" W	127.15	66.	S 72°04'21" E	208.83
22.	S 62°03'56" W	66.21	67.	N 72°30'41" W	139.76
23.	N 26°11'59" W	48.22	68.	S 00°07'31" W	205.65
24.	N 35°37'10" E	179.35	69.	S 06°36'11" W	203.93
25.	N 56°45' W	60.02	70.	S 54°18'15" E	163.96
26.	N 35°37'10" E	58.0	71.	S 54°31'38" E	212.88
27.	N 34°04'33" E	180.37	72.	S 16°29'33" W	75.25
28.	S 79°19'46" W	197.00	73.	N 78°12'29" E	143.62
29.	N 28°27'57" W	206.43	74.	S 11°21'52" E	92.67
30.	N 40°50'33" E	251.54	75.	N 79°03'08" E	55.87
31.	S 08°03'55" E	93.65	76.	N 78°17'56" E	137.62
32.	S 06°38'52" E	93.81	77.	N 78°19'35" E	155.68
33.	N 66°19'30" E	23.68	78.	N 59°17'07" W	149.93
34.	N 23°07' W	78.5	79.	N 16°28'49" E	298.15
35.	N 66°19'30" E	245.33	80.	S 79°38'33" E	157.40
36.	N 59°53'50" E	142.93	81.	N 50°16'56" E	246.55
37.	N 46°06' W	114.35	82.	N 73°25'00" E	42.2
38.	N 59°53'50" E	115.08	83.	N 51°23'51" E	47.15
39.	N 50°13'31" E	249.00	84.	N 24°14'28" E	70.14
40.	S 81°59'31" E	246.28	85.	N 01°56'00" E	174.88
41.	S 03°15'40" W	99.67			
42.	S 81°23'58" E	143.50			
43.	N 45°33'32" W	218.00			
44.	N 28°47'03" E	212.29			
45.	N 43°14'14" E	253.09			

(Distance ends at property line)

\$ 5.00 + \$ 4.00 + \$ 1.00
9:15
C 2 #172725

585942

STATE OF ARIZONA, County of Gila, ss;
I do hereby certify that the within instrument was filed and recorded at request of Pioneer Title Company

Date Feb. 2, 1990 Time 9:15 A. M. Docket 790 Official Records Page s. 503 - 508

Records of Gila County, Arizona.

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

MARY V. DE PAOLI, County Recorder

By Evelyn M. White Deputy

When recorded, mail to: Transamerica Title Insurance Company
Attn: Lelia Sutherland
P.O. Box 730
Show Low, AZ 85901

CORRECTION
RIGHT-OF-WAY EASEMENT
MST&T FORM 7321 (3-69)
R/W _____

DOCKET 800 PAGE 554

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of ten and no/100 dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

An ~~underground~~ easement and right-of-way as shown on Exhibits A, B, C ~~attached~~ attached hereto and by this reference made a part hereof, in the following described land, said easement and right-of-way to be ten (10) feet in width being five (5) feet measured at right angles, to each side of the center line thereof as shown on said drawings. The following described parcel is the land which shall be subject to said easement and right-of-way:

A parcel of land located in Section 20, Township 11N, Range 13E, Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

The NE 1/4 of the SW 1/4; The E 1/2 of the W 1/2 of the E 1/2 of the NW 1/4 of the SW 1/4; The E 1/2 of the E 1/2 of the NW 1/4 of the SW 1/4; The N 1/2 of the S 1/2 of the SW 1/4; The W 1/2 of the NW 1/4 of the SE 1/4; The N 1/2 of the N 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4; The W 1/2 of the W 1/2 of the NE 1/4 of the NE 1/4; The S 1/2 of the SW 1/4 of the SW 1/4 of the SE 1/4 of the SW 1/4 of the NE 1/4; The S 1/2 of the SW 1/4 of the SW 1/4 of the NE 1/4; The S 1/2 of the NE 1/4 of the NW 1/4 of the SE 1/4 of the NE 1/4; The S 1/2 of the NE 1/4 of the NW 1/4 of the SE 1/4 of the NE 1/4; The W 1/2 of the SE 1/4 of the NW 1/4 of the NE 1/4; The NW 1/4 of the NE 1/4 of the SW 1/4 of the SW 1/4 of the NE 1/4; The NW 1/4 of the SW 1/4 of the NE 1/4; The SW 1/4 of the NW 1/4 of the NE 1/4; The SE 1/4 of the SE 1/4 of the NE 1/4 of the SE 1/4 of the NW 1/4; The S 1/2 of the N 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of the NW 1/4; The S 1/2 of the SE 1/4 of the SE 1/4 of the NW 1/4; The S 1/2 of the S 1/2 of the SW 1/4 of the SE 1/4 of the NW 1/4;

All of said Section 20.
Encloses 115.87 Acres More or Less.

situate in County of Gila, State of Arizona.

It is further understood, however, that no fencing or permanent type of enclosure of any kind may be placed along the (side of property) side of above described (Footage) area, and further that no obstructions of any kind will be placed over or upon the above described (Footage) area; EXCEPT such facilities, protective structures or fencing as may be desired by the Grantee herein.

It is further understood that by acceptance of this Right-of-Way Easement the Grantee hereby agrees to indemnify and save harmless the Grantor, its successors and assigns, from and against all claims for damages to persons or property arising out of the construction, operation, maintenance or repair of said telephone company facilities described above, provided however, Grantee does not hereby indemnify and save harmless Grantor(s) (its) (their) successors or assigns from their own negligence.

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary, and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Executed and delivered this 4 day of May, A.D., 19 90.

At Show Low, Arizona,
GRANTOR by Lelia Sutherland GRANTOR Trustee and not personally
Lelia Sutherland, Asst. Secy.
GRANTOR GRANTOR

STATE OF ARIZONA)
COUNTY OF Navajo) ss.

The foregoing instrument was acknowledged before me this 4 day of May, 19 90, by Lelia Sutherland, Asst. Secy. for Transamerica Title Insurance Company, a California Corporation.

SHIRLEY J. ARNOLD
Notary Public, State of Arizona
GILA COUNTY
My Commission Expires Oct. 27, 1990
My Commission Expires

This instrument is being put of record to correct that certain instrument recorded in Docket 790, page 509, records of Gila County, Arizona.

RIGHT OF WAY
from

to
THE MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY
Tucson, Arizona

Lots or Tract ()
 Quarter Section ()
 Section (20)
 Township (11N)
 Range (13E)

Subdivision ()
 Job Number ()
 Acct/Geo I/c (135000)
 Exchange (Payson)
 Facilities (Aerial Cable)

DOCKET 800 PAGE 555

EXHIBIT "A"

The centerline of this 10 foot wide easement is described as follows:

Commencing at the West one-quarter corner of said Section 20; THENCE North 89°57'32" East a distance of 823.12 feet; THENCE South 0°06'02" West a distance of 130.53 feet to the (TRUE POINT OF BEGINNING) of this easement; THENCE South 72°04'21" East 104.42 feet; THENCE South 38°40'52" East 150.27 feet to Point "A"; THENCE North 73°25' East 42.20 feet; THENCE North 51°23'51" East 47.15 feet; THENCE North 24°14'28" East 70.14 feet; THENCE North 01°56' East 174.88 feet to a point on the North property line. Again commencing at Point "A"; THENCE South 38°13'59" East 90.79 feet to Point "B"; THENCE South 49°53'04" West 141.51 feet. Again commencing at Point "B"; THENCE North 51°39'27" East 170.96 feet. Again commencing at Point "B"; THENCE South 37°14'43" East 223.77 feet; THENCE South 18°49'10" East 165.38 feet; THENCE South 38°56'15" East 239.42 feet to Point "C"; THENCE North 12°20'41" East 158.75 feet; THENCE North 82°56'29" East 100.74 feet; THENCE North 83°43'20" East 162.05 feet to Point "O"; THENCE South 0°51'54" West 100.02 feet; THENCE South 0°29'54" East 96.59 feet. Again commencing at Point "O"; THENCE North 32°48'02" East 119.86 feet to Point "P"; THENCE South 62°04'22" East 60.00 feet. Again commencing at Point "P"; THENCE North 22°29'33" East 230.29 feet to Point "Q"; THENCE North 56°44'59" West 56.74 feet; THENCE North 52°27'15" West 160.52 feet to Point "R"; THENCE North 01°49'28" East 204.00 feet. Again commencing at Point "R"; THENCE South 29°18'28" West 249 feet. Again commencing at Point "Q"; THENCE South 53°33'23" East 151.66 feet. Again commencing at Point "Q"; THENCE North 43°14'14" East 253.09 feet; THENCE North 28°47'03" East 212.29 feet to Point "S"; THENCE North 45°33'32" West 218 feet. Again commencing at Point "S"; THENCE South 81°59'31" East 246.28 feet to Point "T"; THENCE South 81°23'58" East 143.50 feet. Again commencing at Point "T"; THENCE South 03°15'40" West 99.67 feet. Again commencing at Point "S"; THENCE North 50°13'31" East 249.00 feet; THENCE North 59°53'50" East 115.08 feet to Point "U"; THENCE North 46°06' West 114.35 feet. Again commencing at Point "U"; THENCE North 59°53'50" East 142.93 feet; THENCE North 66°19'30" East 245.33 feet to Point "V"; THENCE North 23°07' West 78.50 feet. Again commencing at Point "V"; THENCE North 66°19'30" East 23.68 feet to Point "W"; THENCE North 40°50'33" East 251.54 feet; THENCE North 28°27'57" West 206.43 feet; THENCE South 79°19'46" West 197.00 feet. Again commencing at Point "W"; THENCE South 8°03'55" East 93.65 feet; THENCE South 6°38'52" East 93.81 feet. Again commencing at Point "C"; THENCE South 0°07'31" West 205.65 feet; THENCE South 6°36'11" West 203.93 feet; THENCE South 54°18'15" East 163.96 feet; THENCE South 54°31'38" East 212.88 feet to Point "D"; THENCE South 16°29'33" West 95.25 feet. Again commencing at Point "D"; THENCE North 78°12'29" East 143.62 feet to Point "E"; THENCE South 11°21'52" East 92.67 feet; THENCE South 11°19'01" East 258.62 feet to a point on the South property line. Again commencing at Point "E"; THENCE North 79°03'08" East 55.87 feet; THENCE North 78°17'56" East 137.62 feet; THENCE North 78°19'53" East 155.68 feet to Point "F"; THENCE North 59°17'07" West 149.93 feet; THENCE North 16°28'49" East 298.15 feet. Again commencing at Point "F"; THENCE South 79°38'33" East 157.40 feet; THENCE North 50°16'56" East 246.55 feet to Point "G"; THENCE South 0°37' East 34.10 feet. Again commencing at Point "G"; THENCE North 4°19'35" East 191.95 feet; THENCE North 18°52'04" West 238.66 feet to Point "X"; THENCE North 76°21'45" West 110.44 feet. Again commencing at Point "X"; THENCE North 18°52'04" West 30.00 feet. Again commencing at Point "G"; THENCE North 63°44'24" East 134.39 feet to Point "H"; THENCE South 36°06' East 42.00 feet. Again commencing at Point "H"; THENCE North 47°48'08" East 159.20 feet to Point "I"; THENCE North 56°53' West 75.37 feet. Again commencing at Point "I"; THENCE North 47°48'08" East 60.80 feet; THENCE North 31°50'40" East 121.88 feet to Point "J"; THENCE South 63°09' East 102.80 feet. Again commencing at Point "J"; THENCE North 31°50'40" East 131.14 feet; THENCE North 7°55'24" East 250.36 feet; THENCE North 35°22'34" East 107.26 feet to Point "K"; THENCE North 78°14'39" West 200.89 feet; THENCE South 79°09'40" West 245.68 feet; THENCE South 77°18'33" West 94.18 feet. Again commencing at

EXHIBIT "A"

Point "K"; THENCE North 37°55'08" East 302.06 feet; THENCE North 4°29'33" East 165.52 feet; THENCE North 26°11'59" West 122.22 feet to Point "L"; THENCE South 71°30'43" West 127.15 feet; THENCE South 62°03'54" West 66.21 feet. Again commencing at Point "L"; THENCE North 26°11'59" West 48.22 feet; THENCE North 35°37'10" East 179.35 feet to Point "M"; THENCE North 56°45' West 60.02 feet. Again commencing at Point "M"; THENCE North 35°37'10" East 58.00 feet; THENCE North 34°04'33" East 180.37 feet. Again commencing at Point "Z"; THENCE South 89°38'33" West a distance of 566.84 feet to a point on the West boundary line.

This easement shall include the right to install and maintain down guys (anchors) outside the easement boundaries as required.

EXHIBIT "B"

COURSE NO.	BEARING	DISTANCE (FEET)	COURSE NO.	BEARING	DISTANCE (FEET)
1.	N 76°21'45" W	110.44	46.	S 53°33'23" E	151.66
2.	N 18°52'04" W	238.66	47.	N 56°44'59" W	56.74
3.	N 04°19'35" E	191.95	48.	N 52°27'15" W	160.52
4.	N 63°44'24" E	134.39	49.	N 01°49'28" E	204.00
5.	S 00°37' E	34.1	50.	S 29°18'28" W	249.00
6.	S 36°06' E	42.0	51.	N 22°29'33" E	230.29
7.	N 47°48'08" E	159.2	52.	S 62°04'22" E	60.00
8.	N 56°53' W	75.37	53.	N 32°48'02" E	119.86
9.	N 47°48'08" E	60.8	54.	S 00°51'54" W	100.02
10.	N 31°50'40" E	121.88	55.	S 00°29'54" E	96.59
11.	S 63°09' E	102.80	56.	N 83°43'20" E	162.05
12.	N 31°50'40" E	131.14	57.	N 82°56'29" E	100.74
13.	N 07°55'24" E	250.56	58.	N 12°20'41" E	158.75
14.	N 35°22'34" E	107.26	59.	S 38°56'15" E	239.42
15.	N 78°14'39" W	200.89	60.	S 18°49'10" E	165.38
16.	S 79°09'40" W	245.68	61.	S 37°14'43" E	223.77
17.	S 77°18'33" W	94.18	62.	S 49°53'04" W	141.51
18.	N 37°55'08" E	302.06	63.	N 51°39'27" E	170.96
19.	N 04°29'33" E	165.52	64.	S 38°13'59" E	90.79
20.	N 26°11'59" W	122.22	65.	S 38°40'52" E	150.27
21.	S 71°30'43" W	127.15	66.	S 72°04'21" E	208.83
22.	S 62°03'54" W	66.21	67.	N 72°30'41" W	139.76
23.	N 26°11'59" W	48.22	68.	S 00°07'31" W	205.65
24.	N 35°37'10" E	179.35	69.	S 06°36'11" W	203.93
25.	N 56°45' W	60.2	70.	S 54°18'15" E	163.96
26.	N 35°37'10" E	58.0	71.	S 54°31'38" E	212.88
27.	N 34°04'33" E	180.37	72.	S 16°29'33" W	95.25
28.	S 79°19'46" W	167.1	73.	N 78°12'29" E	143.62
29.	N 28°27'57" W	206.43	74.	S 11°21'52" E	92.67
30.	N 40°50'33" E	251.54	75.	N 79°03'08" E	55.87
31.	S 08°03'55" E	93.65	76.	N 78°17'56" E	137.62
32.	S 06°38'52" E	93.81	77.	N 78°19'35" E	155.68
33.	N 66°19'30" E	23.68	78.	N 59°17'07" W	149.93
34.	N 23°07' W	78.5	79.	N 16°28'49" E	298.15
35.	N 66°19'30" E	245.33	80.	S 79°38'33" E	157.40
36.	N 59°53'50" E	142.93	81.	N 50°16'56" E	246.55
37.	N 46°06' W	114.35	82.	N 73°25'00" E	42.2
38.	N 59°53'50" E	115.08	83.	N 51°23'51" E	47.15
39.	N 50°13'31" E	249.00	84.	N 24°14'28" E	70.14
40.	S 81°59'31" E	246.28	85.	N 01°56'00" E	174.88
41.	S 03°15'40" W	99.67			
42.	S 81°23'58" E	143.50			
43.	N 45°38'32" W	218.00			
44.	N 28°47'03" E	212.29			
45.	N 43°14'14" E	253.09			

(Distance ends at property line)

87.00+114.00 131.00
8.20 C
CK # 11/107

590062

STATE OF ARIZONA, County of Gila, ss
I do hereby certify that the within instrument was filed and recorded at request of Pioneer Title Agency, Inc.

Date May 30, 1990 Time 8:20 A. M., Docket 800 Official Records Page 554-559-A

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

MARY V. DE PAOLI, County Recorder

Mary V. De Paoli Deputy