



Title Security Agency of Arizona
Premier Title Group

Prepared For:

TIM HARRIS
LONG REALTY
1890 E RIVER ROAD
TUCSON, AZ 85718

Property Profile

Prepared:

Tuesday, February 17, 2009

Subject Property:

**2565 Talante Canyon Pl
Oro Valley, AZ 85737
220-04-003Q**

LISA ERICKSON

Title Security Agency of Arizona
6875 N. Oracle Rd. Suite 105
Tucson, AZ. 85704
(520) 575-4965

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Property Profile

OWNER and PROPERTY

Owner : Norman Land
Owner Type : Single
Co-Owner : N/A
Phone # : N/A
Mail Address : PO Box 36150 Tucson AZ 85740
Site Address : 2565 E Talante Canyon Pl Oro Valley AZ 85737
Parcel : 220-04-003Q **Census** : 47.162
School District : Amphitheater Unified **Tax Area** : 1006
Rng-Twn-Sec : T12S-R14E-05 **# Props** : 2
Map Page : - **Own Occ** : No
Housing Tract : Nwly
Lot / Block : N/A
Legal Desc : NWLY PTN LOT 2 4.2 AC 5-12-14

TRANSFER INFORMATION

Date w/ \$: 10/27/2004
Doc # w/ \$: 12416-04082
Price : \$307,000
Type :
\$ Sqft : N/A
Date w/o \$: N/A
Doc # w/o \$: N/A

TAX and ASSESSMENT

Land : N/A
Structure : N/A
Total : \$1,297,694
Improved : 0%
Tax Year : 2008-2009
Taxes : \$3,140.11

LOAN INFORMATION

Loan : \$0
Lender : N/A
Loan Type : Unavailable
Rate Type : Unavailable

PREVIOUS OWNER

Date : N/A
Price : \$358,000
Name : N/A

PROPERTY CHARACTERISTICS

Land Use : 0184 - Sfr Dominant + Additional Rural Non - Subdiv
Zone : 420
Rooms : N/A **Pool** : No **Yr Blt** : N/A **Bldg Sqft** : N/A
Bedrooms : N/A **Garage** : No **Stories** : N/A **Lot Sqft** : 172,204
Bathrooms : N/A **Units** : N/A **Acres** : 3.95

Title Security Agency of Arizona

This information is believed to be accurate, but is not guaranteed.

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Roberta Fotta #11063

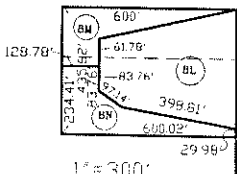
ASSESSOR'S RECORD MAP

SECTION 05, TOWNSHIP 12 SOUTH, RANGE 14 EAST

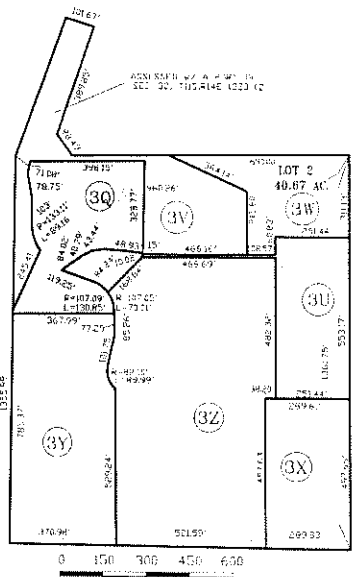
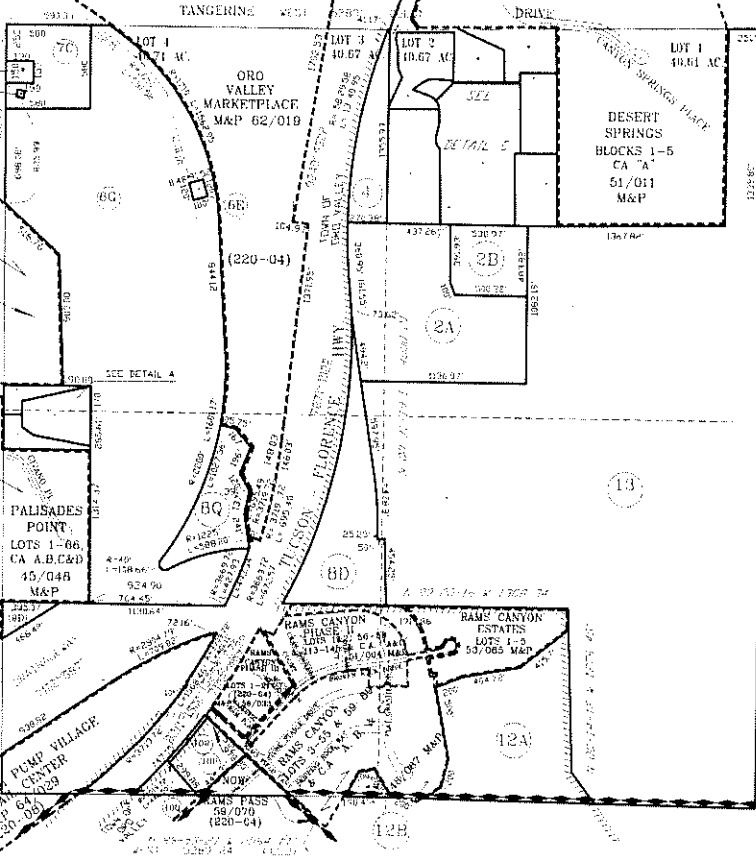
220-04
-05
-07

FORMERLY
203-67

CATALINA SHADOWS
RESUBDIVISION
LOTS 1-169
42/60 M&P



DETAIL B
220-04-0075



2009-2
 125-1142-005-27-15/09 RA
 J&P BECK & PAUL J. R.J.
 0 300 600 900 1200
 FEET

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: HEM
DEPUTY RECORDER
2057 RO2D



DOCKET: 11011
PAGE: 2176
NO. OF PAGES: 5
SEQUENCE: 19990570822
03/25/1999
REST 16:49
MAIL
AMOUNT PAID \$ 10.00

TFNTI
LAWRENCE DESMOND
17 W WETMORE STE 202
TUCSON AZ 85705

When Recorded Mail To:

Lawrence L. Desmond
17 W. Wetmore, Ste. 202
Tucson, Arizona 85705

Escrow No. 60003287

Fidelity National Title Agency, Inc.

Document Title:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

01-29-2009 3:21 PM

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Declaration of Covenants, Conditions and Restrictions

February 17, 1999

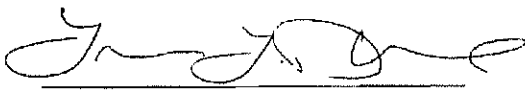
The property presently known as 11850 N. Oracle Rd., Tucson, AZ in Pima County which consists of approximately 37.5 acres (long legal as part of this declaration, Exhibit A) is subject to a Declaration of Covenants, Conditions and Restrictions as stated herein.

1. **Lot Size and Building Setbacks.** Owners of the lots agree that the minimum lot size of approximately 3.3 acres will be maintained. Dwelling house, garage or other structure shall be at least 25 feet from lot line.
2. **Restrictions on Use.** The lots shall be used for residential use only and construction thereon is restricted to one classic, high-class, detached single family residence of a Southwestern flavor on each lot. No signs of a commercial nature (except for one "For Rent" or "For Sale" sign per parcel) and no billboards shall be allowed. No store, office or other place of business or commercial endeavor of any kind, and no hospital, sanitarium, substance abuse facility or other institution or place for the care, treatment, lodging or entertainment of the sick or disabled and no church or school or day care, and no hotel, duplex, apartment house or other multi-family dwelling, shall be placed or permitted to remain on any lot. Nor shall any theater, bar, restaurant, saloon or other place of entertainment ever be erected or permitted upon any lot or any part thereof. No business of any kind or character whatsoever shall be conducted in or from any lot. Nor shall any unsightly object or nuisance be erected, placed or maintained on any lot, nor shall any use or thing be permitted which may endanger the health of or unreasonably disturb the owner of any lot.
3. **Site Location and Construction.** Site locations for any improvements must have approval from the Review Committee before construction can start. Prior to any construction, lot owner must submit all building plans to the Review Committee for approval. All improvements erected upon the lots shall be of new construction and no buildings or structures shall be moved from other locations onto the lots. No mobile homes or modular housing shall be permitted. Home design, building material and outside color must receive approval from the Review Committee before lot owner proceeds with any construction. Minimum home size to be 2,500 square feet (living area). No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any structure of a temporary nature be used as a dwelling, nor shall any trailer, tent, shack, garage or any other structure be used as a residence, either temporarily or permanently.
4. **Animals.** No horse, mule, burro or like animals, and no cattle, sheep, goats, pigs, including pot bellied pigs, rabbits, poultry, bird, fowl, or other livestock, shall be kept on any lot. Pets of the customary household variety, dogs and cats, may be kept provided the owner restrains the pets to his property and they are not a hazard or nuisance to any other property owner within the 37.5 acres.
5. **Vegetation and Drainage.** The natural desert landscape shall be left undisturbed as much as possible except for the home building sites. Natural drainage within the 37.5 acres shall not be altered, disturbed or obstructed. No Bermuda grass will be allowed on any lot.

6. **Property Free of Unsightly Matter.** Each lot shall be maintained free of rubbish, trash or garbage, building materials (other than during process of construction) or other unsightly materials. The same shall be removed from the lot and not allowed to accumulate thereon.
7. **Concealment.** Garbage cans, clotheslines, solar panels and areas for the storage of equipment or woodpiles shall be kept screened by an adequate planting or fencing so as to conceal the same from adjacent parcels and streets. All RV's, boats and trailers of any kind must likewise be concealed from adjacent parcels. Satellite dishes or antennas shall be constructed or installed so that they are concealed from the view of other parcels and streets.
8. **Easements and Utilities.** In addition to the easement of the original driveway (from Oracle Rd. entrance to the original home), lot owners on the 37.5 acres will have ingress-egress access by right of easement 7 ½ feet on each side of each property line (a total of 15 feet, unless the property line is one of the outside boundaries of the 37.5 acres in which case there would only be 7 ½ feet). These "property line" easements would be for walking access to Catalina State Park, as well as utilities. New utilities will all be underground.
9. **Maintenance.** A new electronic security gate will be installed and made serviceable at the Oracle Road entrance to the 37.5 acres prior to October 1, 2000. Lot owners will pay their proportionate share of the installation and maintenance/operation of this gate and the maintenance of the main ingress-egress road. Proportionate shares shall be determined by the amount of owned acres divided by the 37.5 total acres. (Example: owner "A" owns 3.3 acres. His/Her share equals 3.3 divided by 37.5 which equals 9%.
10. **Review Committee.** The Review Committee shall consist of at least two lot owners. As soon as lots are sold, the two most senior lot owners will serve on the Committee. If or when they resign from the committee or sell their lot, they will be replaced with the then next most senior lot owner. All plans for new construction and any remodeling will be submitted to the Review Committee for approval. No construction shall begin prior to approval from the Review Committee. The purpose of this committee does not include the resolution of disputes between individual lot owners.
11. **Wells.** Wells, holding tanks and associated equipment may be used/installed, but must be sheltered from view by walls and/or landscaping. Plans for such equipment and materials must be submitted to the Review Committee for approval as part of home construction plans.
12. **Covenants.** The covenants, conditions and restrictions contained herein run with the land until the year 2050 and shall bind all persons in interest, all owners and their heirs, legal representatives, successors, and assigns. These covenants may be amended or revoked at any time by the written consent of 75% of the then lot owners and must be re-recorded in Pima County. The invalidity of any one of these covenants, conditions or restrictions herein contained by judgment, decree, or court order, shall in no way affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

2170

OWNER



Lawrence L. Desmond

STATE OF ARIZONA)

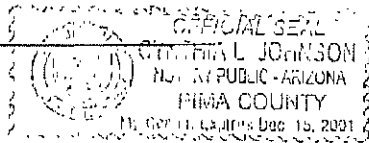
) ss

COUNTY OF PIMA)

Acknowledged before me this 24 day of March, 1999 by Lawrence L. Desmond.

My commission expires:

[Signature]
Notary Public



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EXHIBIT "A"

All that part of Lot 2, Section 5, Township 12 South, Range 14 East, and the Southeast quarter of Section 32, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2;

thence South $00^{\circ}40'23''$ East, 1355.99 feet to the Southwest corner of Lot 2;

thence North $89^{\circ}37'38''$ East, along the South line of Lot 2, 1182.22 feet to a point from which the Southeast corner of Lot 1 bears North $89^{\circ}37'38''$ East, 1410.50 feet;

thence North $00^{\circ}34'12''$ West, parallel with the East line of Lot 1, 1361.75 feet to the North line of Lot 2;

thence South $89^{\circ}20'51''$ West along the line common to Section 5 and Section 32, 960.26 feet;

thence North $36^{\circ}41'04''$ West, 88.49 feet;

thence North $18^{\circ}42'51''$ East, 389.85 feet;

thence North $72^{\circ}28'06''$ West, 101.67 feet to a point on the East right-of-way of U.S. Highway 89;

thence Southwesterly along said right-of-way along a curve concave to the Northwest having a central angle of $1^{\circ}10'58''$ and a radius of 7749.96 feet, an arc distance of 160.00 feet to a point of tangency;

thence South $18^{\circ}42'51''$ West along said right-of-way, 338.80 feet to the line common to Section 5 and Section 32;

thence South $89^{\circ}20'51''$ West along said common line, 41.17 feet to the True Point of Beginning.

(JV arbs 31,32,35, 36 and 37)

02/17/2009 3:21 PM

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: CML
DEPUTY RECORDER
1951 RO45



DOCKET: 11577
PAGE: 4209
NO. OF PAGES: 4
SEQUENCE: 20011221210
06/25/2001
ARSTRT 17:30

TENTI
LAWRENCE L DESMOND
11115 N LA CANADA 155
TUCSON AZ 85737

MAIL

AMOUNT PAID \$ 10.00

When Recorded Mail To:

Lawrence L. Desmond
11115 N. La Canada #155
Tucson, Az. 85737

Escrow No.

60007599

Fidelity National Title Agency, Inc.

Document Title:

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This First Amendment to Declaration of Covenants,
Conditions and Restrictions is made as of this 20th day of
June, 2001, with reference to the following:

With regard to Declaration of Covenants Conditions and
Restrictions dated February 17, 1999 and recorded March
25, 1999 in Docket 11011 at Page 2176:

Item No. 8 shall be amended to read: Easements and
Utilities. New utilities will all be underground.

Item No. 9 shall be deleted in its entirety.

As amended hereby, the Declaration remains in full force
and effect.

In witness whereof, the undersigned has executed this
First Amendment as of this 20th day of June, 2001.

DECLARANTS:

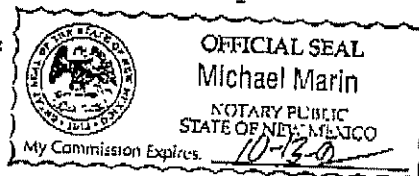
Timothy Storer
Timothy Storer

State of New Mexico)
County of Grant) ss.

On this 20th day of June, 2001, before me, the
undersigned, personally appeared Timothy Storer, and that
he being authorized so to do, executed the foregoing
instrument.

Michael Marin
Notary Public

My Commission Expires:
10-30



115774210

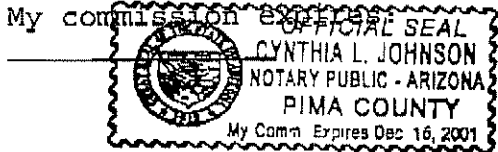
State of Arizona)

) ss

County of Pima)

Acknowledged before me this
2001 by Lawrence L. Desmond.

20th day of June,



[Handwritten Signature]
Notary Public

State of Arizona)

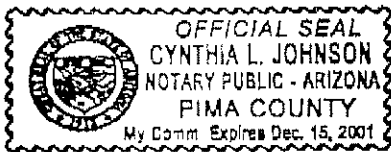
) ss

County of Pima)

Acknowledged before me this
2001 by Robert E. Townsend and Myrta L. Townsend, as
Trustees of The Townsend Family Trust

20th day of June,

My commission expires:



[Handwritten Signature]
Notary Public

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F. ANN RODRIGUEZ, RECORDER
RECORDED BY: BMV
DEPUTY RECORDER
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W
NORMAN LAND
PO BOX 36150
TUCSON AZ 85740



DOCKET: 12833
PAGE: 193
NO. OF PAGES: 3
SEQUENCE: 20061220089
06/26/2006
COV 10:33
MAIL
AMOUNT PAID \$ 10.00



Phone (520) 740 - 6450
Fax (520) 243 - 1629

COVENANT

I, the undersigned, as owner of the property located at 11940 N. ORACLE
covenant that a kitchen shall not be built within the guest house located on this property, unless the
appropriate zoning is secured to allow a second dwelling unit. I acknowledge that this covenant runs
with the land and that any subsequent owner or owners must abide by these restrictions.

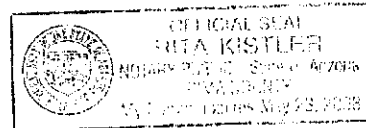
SEE ATTACHED FOR LEGAL DESCRIPTION

Signature

5/17/06
Date

SUBSCRIBED AND SWORN TO before me this 17 day of May
2006.

Notary Public



5-23-08
My commission expires

1100000 001000

LATEST
FROM CONSTR. LOG

Exhibit A

Parcel 1:

All that portion of Lot 2, Section 5, Township 12 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 2, said point being a 3/4 inch open pipe as shown on an ALTA Survey by dja Engineering Corp., Job No. Long-001;

THENCE North 00 degrees 40 minutes 08 seconds West, along the Westerly line of said Lot 2, a distance of 785.39 feet to the TRUE POINT OF BEGINNING;

THENCE North 26 degrees 33 minutes 16 seconds East, a distance of 245.41 feet to a point of curvature of a non-tangent curve, concave to the Northeast from which point the radius point of said curve bears North 50 degrees 54 minutes 13 seconds East;

THENCE Northwesterly along the arc of said curve having a central angle of 38 degrees 22 minutes 42 seconds and a radius of 133.11 feet for an arc distance of 89.16 feet to the point of tangency;

THENCE North 00 degrees 43 minutes 04 seconds West, a distance of 103.00 feet;

THENCE North 11 degrees 23 minutes 56 seconds West, a distance of 78.75 feet;

THENCE North 11 degrees 50 minutes 09 seconds East, a distance of 71.08 feet;

THENCE North 89 degrees 20 minutes 23 seconds East, a distance of 398.15 feet;

THENCE South 01 degrees 44 minutes 06 seconds West, a distance of 328.77 feet;

THENCE South 06 degrees 51 minutes 32 seconds West, a distance of 15.00 feet;

✓ THENCE North 83 degrees 08 minutes 28 seconds West, a distance of 48.93 feet;

✓ THENCE North 85 degrees 22 minutes 09 seconds West, a distance of 84.24 feet;

✓ THENCE South 81 degrees 16 minutes 48 seconds West, a distance of 43.44 feet;

THENCE South 63 degrees 34 minutes 43 seconds West, a distance of 40.79 feet;

THENCE South 54 degrees 13 minutes 04 seconds West, a distance of 84.02 feet;

THENCE South 70 degrees 36 minutes 52 seconds East, a distance of 119.25 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly along the arc of said curve having a central angle of 70 degrees 00 minutes 44 seconds and a radius of 107.09 feet for an arc distance of 130.85 feet to the point of tangency;

✓ THENCE South 00 degrees 36 minutes 09 seconds East, a distance of 8.08 feet;

THENCE South 89 degrees 23 minutes 51 seconds West, a distance of 367.99 feet to the TRUE POINT OF BEGINNING.

4-01-00 00000001

Parcel 2:

An easement for ingress, egress and utilities as created by that certain instrument recorded in Docket 11011 at page 2172; and re-recorded in Docket 11577 at page 4188, records of Pima County, Arizona.

141000003 00-10110

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: M_S
DEPUTY RECORDER
1966 PE2

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PIMA CO CLERK OF THE BOARD
PICKUP



DOCKET: 12874
PAGE: 3191
NO. OF PAGES: 2
SEQUENCE: 20061630612
08/23/2006
MEMO 16:52
PICKUP
AMOUNT PAID \$ 0.00



MEMORANDUM

PUBLIC WORKS – DEVELOPMENT SERVICES

DATE: 08/07/06 Case No. CO14-06-006
TO: Honorable Board of Supervisors
FROM: Carmine DeBonis, Jr., Director, Development Services Department
Carmine DeBonis, Jr.
SUBJECT: Request to Name Street or Easement
FOR: Board of Supervisor's 08/21/2006 Public Hearing

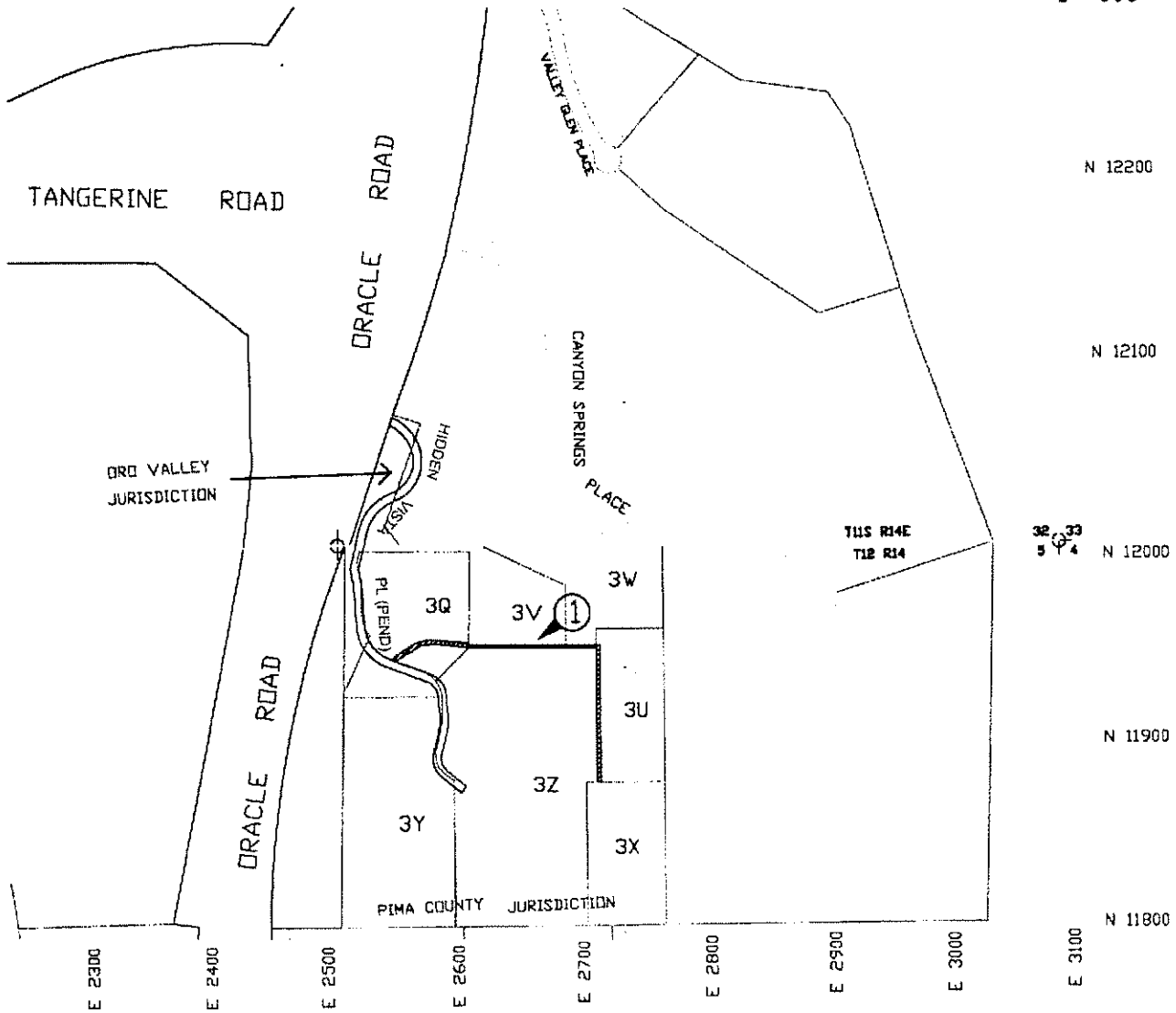
The street (or portion thereof) being presented to the Board of Supervisors for a street name is located in a portion of Section 05, Township 12 South, Range 14E East and. (See attached map).

This street name has been requested by the PROPERTY OWNER because of an unnamed easement. The proposed street has no official name. The proposed street name is TALANTE CANYON PL and does not conflict with any existing street name as of this date.

| | |
|---|---|
| 6 | Number of Parcels adjacent to this street |
| 5 | Number of parcels affected by the street name change |
| 6 | Property owners who indicated approval of the proposed street name |
| 0 | Property owners who indicated disapproval of the proposed street name |
| 0 | Property owners who did not reply |
| 1 | Board of Supervisor's District |

The Planning staff recommendation is that the street name presented be accepted within the limits of the above-described area.

SECTION 5 220-04
 TOWNSHIP 12 SOUTH, RANGE 14 EAST



STREET NAME CHANGE MAP

Request to change UNNAMED EASEMENT To 1) TALANTE CANYON PLACE

Comments 2550 E TO 2700 E

Comments *Portion of easement may physically vary from recorded legal description

Drawn by MN
 Date 05-17-06

Base map(s) N/A
 S/T/R 5/12/14
 Blk _____ Pg _____

File number C014-06-006
 Sub'd name N/A
 B/S action APPROVED Date 08/21/2006

PIMA COUNTY
 TUCSON, ARIZONA

DEVELOPMENT SERVICES DEPARTMENT

T-1000-4-00000

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: CML
DEPUTY RECORDER
1951 RO45



DOCKET: 11577
PAGE: 4213
NO. OF PAGES: 18
SEQUENCE: 20011221211
06/25/2001
AG 17:30

TFNTI
LAWRENCE L. DESMOND
11115 N LA CANADA 155
TUCSON AZ 85737

MATT.

AMOUNT PAID \$ 23.00

When Recorded Mail To:

Lawrence L. Desmond
11115 N. La Canada Dr. Ste. 155
Oro Valley, Az. 85737

Escrow No.

Fidelity National Title Agency, Inc.

60007599CJ

Document Title:

WELL, ROAD, ENTRANCE AND COMMON AREA MAINTENANCE AGREEMENT

115774213

18

**WELL, ROAD, ENTRANCE AND COMMON AREA
MAINTENANCE AGREEMENT**

This Maintenance Agreement (Agreement) shall be recorded and run with and be binding upon all present and future owners, successors or assigns (Co-Owners) of any parcel located within the real property described in "Exhibit A". The purpose of this Agreement is to govern the use and sharing of expenses for the operation and maintenance of the roads and well and water distribution system located within the easements for ingress, egress and public and private utilities and well site described in "Exhibit B". The Agreement will also cover periodic expenses necessary to maintain the Oracle Road Entrance wall, gate, and common area landscaping. Each Co-Owner shall have one share/one vote per individual parcel of land that is a minimum of one hundred and forty-four thousand (144,000) square feet, for voting and expense purposes. A parcel larger than one hundred and forty-four thousand (144,000) square feet deeded to one owner and with no more than one residence shall also have only one share.

The maintenance administrator (Administrator), a person or persons agreed upon by a majority of the Co-Owners annually, shall supervise the reading of meters, collection/enforcement of billings and payment of bills associated with the Common Well Facilities, Road, or Entrance. The Administrator shall establish a joint interest bearing bank account (Account) on behalf of the Co-Owners from which all costs or expenses shall be paid. The Administrator shall also conduct testing of water, obtain repair estimates and arrange for repairs, maintenance or upgrades of the Common Well Facilities, Road, or Entrance, as deemed necessary. Any expense from the Account which exceeds \$300.00, except in the case of an emergency, shall require prior approval

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by a majority of the Co-Owners. The administrator shall prepare by January 31 of each year, a statement of prior year operations, which shall be available to all Co-Owners, and upon request, at any reasonable time, financial records shall be available for review by any Co-Owner. Co-Owners agree to meet at least once each year to review and discuss matters regarding the Common Well Facilities, Road, Entrance, Account, or other matters that may require a vote by the Co-Owners. The Administrator shall not be personally liable to the Co-Owners or third parties for any acts or omissions regarding the Common Well Facilities or Road, except for (1) Funds paid to the Joint Bank Accounts, (2) Acts not authorized by this Agreement, or a majority of the Co-Owners, (3) Acts of gross negligence.

The Co-Owners as a group shall be responsible for the well and water distribution system, consisting of pumps, storage, and pressure tanks, associated mechanical and electrical components, and water lines from the well site up to the individual meters and water valve boxes (Common Well Facilities). Each Co-Owner shall install or cause to be installed, a water meter with a locking shut-off valve on its water line to be located on the easement or at some other location mutually agreed upon by the Co-Owner and the Administrator. Said meter and shut-off valve to be installed at the sole cost to the Co-Owner. The meter and shut-off valve shall belong to the Common Well Facility. The Co-Owner grants to the Common Well Facility a perpetual right and license to access the meter and shut-off valve for purposes of reading the meter and making any necessary repairs and maintenance on the meter or to access the locking shut-off valve for purposes of turning off the water and/or locking the valve shut if necessary. All meters and shut-off valves to be identical unless originally chosen items are no longer available. Each Co-Owner shall have the right to take water from the well for reasonable domestic and

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legal use on the Co-Owner's parcel as long as they are not in default under the obligations of this Agreement. Each Co-Owner shall be responsible for, including to but not limited to, the installation, hookup, and maintenance of their own water lines from their water meter to their individual building site. Co-Owners are responsible for inspecting their lines periodically for damage or leaks. Each individual line service shall meet or exceed applicable Pima County Building Code requirements. In the event that the common well installation or the Road, located within the easements for ingress, egress and public and private utilities described in "Exhibit B" (Road), incurs any damage by any single Co-Owner, either directly or indirectly by others acting on their behalf, then that Co-Owner shall be financially liable for the complete extent of said damages, which shall be repaired as quickly as possible. Use of water by any individual Co-Owner shall not interfere with the use of water by the other Co-Owners.

The Co-Owners as a group shall be responsible for the maintenance of the roads located within the easements for ingress, egress and public and private utilities described in "Exhibit B" (Road). The Road shall be maintained so as to allow safe travel by a standard passenger vehicle (flood conditions excepted). Co-Owners further acknowledge and agree to maintain and develop the Road as is deemed necessary or responsibly necessary by a majority of the Co-Owners, including but not limited to installation of culverts, erosion control, landscaping, surfacing, and resurfacing; such costs to be shared equally between all Co-Owners. All work shall be performed by a qualified, experienced party. The Co-Owners will likewise maintain the entrance wall and solar-operated gate. Minimal landscaping and weed control at the Oracle Road entrance and at the well site will also be shared expenses.

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At the time of signing of this document, each individual Co-Owner shall be required to pay into the Account a non-refundable initiation fee of Two Hundred Dollars (\$200.00) per parcel, as well as a quarterly fee of One Hundred and Fifty Dollars (\$150.00) due and payable on the first of each quarter. In addition to the quarterly fee, quarterly electric bills will be shared by Co-Owners according to the percentage of total gallons of water used by each individual Co-Owner. Proration bills based on prior quarter water usage shall be provided each quarter to individual Co-Owners. Excess income over expenses shall be accumulated in the Account as a reserve for future repairs, maintenance or upgrades of the Common Well Facilities, Road or Entrance until such time as Account balance reaches Ten Thousand Dollars (\$10,000), at which time the monthly fee may be lowered to an amount that will maintain said reserve balance. All interest earned on the account shall be a continuing asset of the Co-Owners. In the event that there are insufficient funds in the Account to pay for any expense approved by a majority of the Co-Owners, then each Co-Owner agrees to share equally and pay any and all additional expenses. If the One Hundred and Fifty Dollar (\$150.00) quarterly fee together with the proration bill is not received within the first Ten (10) days of each quarter, then a Fifteen (\$15.00) per month late fee will be charged. In the event that any Co-Owner fails to pay the proration bills and quarterly fees plus late fees or other amounts due in Sixty (60) days from due date, then the Co-Owner expressly grants the right to the Co-Owners and on their behalf, the Administrator, to terminate and discontinue access to the water well until such time as all proration bills and monthly fees and late charges plus any other costs including legal fees, are paid in full. In addition, any Co-Owner failing to pay the required amounts shall be subject to a lien being placed upon their property in an amount equal to the delinquent amount, plus court

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equal to the delinquent amount, plus court costs and attorney fees and shall bear interest at the rate of Sixteen percent (16%) per annum.

Any Co-Owner who sells their property and consequently their beneficial interest in the Joint Bank Account shall not be entitled to any refund of money paid into the Account. New buyer shall acknowledge this Agreement and any Amendments by signature at the time of closing and deliver, or have escrow deliver, the signed Agreement and Amendments to Administrator immediately upon closing and prior to using water from the Common Wells Facilities. Upon sale of property and beneficial interest in the Joint Bank Account, all remaining Co-Owners agree that said Seller shall have no continuing liability for the fund, provided that all obligations under this Agreement have been completed, and that at time of closing of escrow on sale there was no discovered liability or claim for which Seller would be responsible. In the event that liability, claim or expense should arise with respect to the Agreement, only the Co-Owners at the time of discovery of said liability, claim or expense shall be responsible for the resolution of same within the provisions of this Agreement.

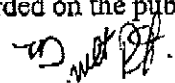
The Co-Owners acknowledge that even though the well is new and operating as designed, there is still an inherent risk in operating any well and Co-Owners hereby accept the Common Well Facilities on an As-Is basis with no warranties expressed or implied, including but not limited to quantity or quality of water, water lines, well equipment operation, and/or life expectancy of equipment. Any liabilities, claims or expenses that would arise from the operation of the Common Well Facilities or use of the Road or Entrance, shall be the joint and combined responsibility of all the Co-Owners. However, notwithstanding the above, the Co-Owner shall connect their Property to the

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Common Well Facilities at their own risk, and shall be individually and solely responsible for the liability, use and consumption of water on their property.

Any waiver or lack of enforcement of any provision of this Agreement shall not be deemed a waiver of any other provision nor of any subsequent breach by a Co-Owner. This Agreement shall be governed by the laws of the State of Arizona. In the event that any of the provisions of this Agreement are in conflict or are non-legal in the State of Arizona, then that provision will be modified to comply with the minimum required so that the modified portion will be legal and binding as will the unmodified portion. In the event that legal action is taken to enforce the terms and conditions of this Agreement, then the prevailing party shall be entitled to recover reasonable attorneys fees and costs from the non-prevailing party.

Co-Owners acknowledge that this written Agreement is the complete agreement between parties and that no other agreements exist between the Co-Owners. However, this Agreement may be amended from time to time on a majority vote of the Co-Owners. Said amendments shall be reduced to writing , signed by a majority of Co-Owners, recorded on the public record and as such shall become an integral part of this Agreement. Time is of the essence of this Agreement. This Agreement shall continue in full force and effect until such a time as all Co-Owners by unanimous vote may choose to cancel it. In such an event, cancellation must be dully signed and recorded on the public record.



THIS AGREEMENT IS LEGAL AND BINDING

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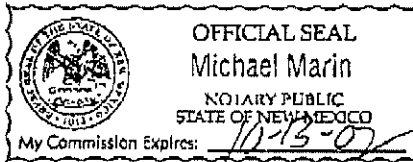
Timothy Storer
Timothy Storer

State of New Mexico)
County of) ss.

On this 20 day of June, 2001, before me, the undersigned, personally appeared Timothy Storer, and that he being authorized so to do, executed the foregoing instrument.

Michael Marin
Notary Public

My Commission Expires: 10-13-02



SIGNED IN COUNTERPART

Lawrence L. Desmond

The Townsend Family Trust

SIGNED IN COUNTERPART

Robert E. Townsend, Trustee

SIGNED IN COUNTERPART

Myrta L. Townsend, Trustee

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SIGNED IN COUNTERPART

Timothy Storer

State of New Mexico)
County of) ss.

On this _____ day of June, 2001, before me, the undersigned, personally appeared Timothy Storer, and that he being authorized so to do, executed the foregoing instrument.

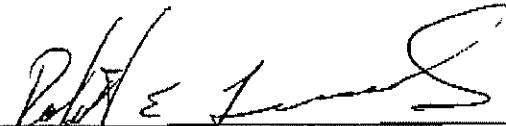
Notary Public

My Commission Expires:

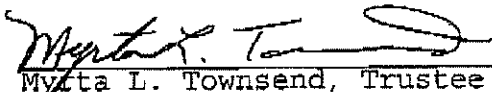


Lawrence L. Desmond

The Townsend Family Trust



Robert E. Townsend, Trustee



Myrta L. Townsend, Trustee

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State of Arizona)

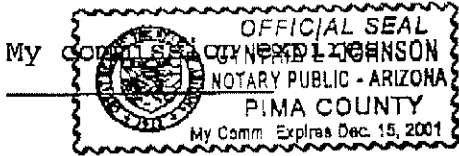
) ss

County of Pima)

Acknowledged before me this _____ day of June, 2001 by Lawrence L. Desmond.

John

Notary Public



State of Arizona)

) ss

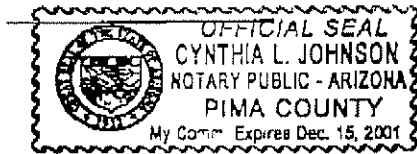
County of Pima)

Acknowledged before me this _____ day of June, 2001 by Robert E. Townsend and Myrta L. Townsend, as Trustees of The Townsend Family Trust

John

Notary Public

My commission expires:



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EXHIBIT ONE

All that part of Lot 2, Section 5, Township 12 South, Range 14 East, and the Southeast quarter of Section 32, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2;

thence South $00^{\circ}40'23''$ East, 1355.99 feet to the Southwest corner of Lot 2;

thence North $89^{\circ}37'38''$ East, along the South line of Lot 2, 1182.22 feet to a point from which the Southeast corner of Lot 1 bears North $89^{\circ}37'38''$ East, 1410.50 feet;

thence North $00^{\circ}34'12''$ West, parallel with the East line of Lot 1, 1361.75 feet to the North line of Lot 2;

thence South $89^{\circ}20'51''$ West along the line common to Section 5 and Section 32, 960.26 feet;

thence North $36^{\circ}41'04''$ West, 88.49 feet;

thence North $18^{\circ}42'51''$ East, 389.85 feet;

thence North $72^{\circ}28'06''$ West, 101.67 feet to a point on the East right-of-way of U.S. Highway 89;

thence Southwesterly along said right-of-way along a curve concave to the Northwest having a central angle of $1^{\circ}10'58''$ and a radius of 7749.96 feet, an arc distance of 160.00 feet to a point of tangency;

thence South $18^{\circ}42'51''$ West along said right-of-way, 338.80 feet to the line common to Section 5 and Section 32;

thence South $89^{\circ}20'51''$ West along said common line, 41.17 feet to the True Point of Beginning.
(JV arbs 31,32,35, 36 and 37)

EXHIBIT "A"

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March 2, 1999
99039 - C

EXHIBIT "B"

Legal Description
(ORIGINAL ROAD)

An easement 20 feet wide for ingress and egress purposes lying 10 feet on each side of the following described centerline.

Commencing at the southwest corner of Lot 2, Section 5, Township 12 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, thence North $00^{\circ} 40' 08''$ West, 1,356.20 feet along the west line of Lot 2 to the North One-quarter Corner of Section 5;

Thence North $23^{\circ} 24' 18''$ East, 462.11 feet to a point on a curve from which a bearing to the radius of said curve bears South $21^{\circ} 32' 56''$ West, said point being the TRUE POINT OF BEGINNING for said centerline easement;

Thence southeasterly along said curve concave to the southwest having a central angle of $90^{\circ} 24' 29''$, a radius of 103.00 feet and an arc length of 162.53 feet to a point of tangency;

Thence South $21^{\circ} 57' 26''$ West, 62.81 feet to a point of curvature;

Thence southwesterly along said curve concave to the northwest having a central angle of $39^{\circ} 06' 57''$, a radius of 125.00 feet and an arc length of 85.34 feet to a point of reverse curvature;

Thence southwesterly along said curve concave to the southeast having a central angle of $49^{\circ} 14' 15''$, a radius of 195.24 feet and an arc length of 167.78 feet to a point of tangency;

Thence South $11^{\circ} 50' 09''$ West, 129.44 feet;

Thence South $11^{\circ} 23' 55''$ East, 82.12 feet;

Thence South $00^{\circ} 43' 05''$; East, 100.19 feet to a point of curvature;

Thence southeasterly along said curve concave to the northeast having a central angle of $69^{\circ} 53' 48''$, a radius of 163.11 feet and an arc length of 198.98 feet to a point of tangency;

Thence South $70^{\circ} 36' 53''$ East, 142.21 feet to a point of curvature;

Thence southeasterly along said curve concave to the southwest having a central angle of $70^{\circ} 00' 45''$, a radius of 97.09 feet and an arc length of 118.63 feet to a point of tangency;

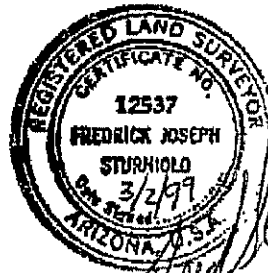
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Thence South 00° 36' 08" East, 84.13 feet;

Thence South 12° 34' 56" West, 100.49 feet to a point of curvature;

Thence Southeasterly along said curve concave to the northeast having a central angle of 67° 57' 38", a radius of 92.36 feet and an arc length of 109.55 feet to a point of tangency;

Thence South 55° 22' 35" East, 59.65 feet to the end of said centerline easement.



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 Website: www.precisionland.com

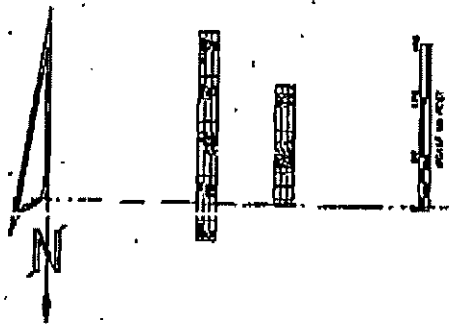
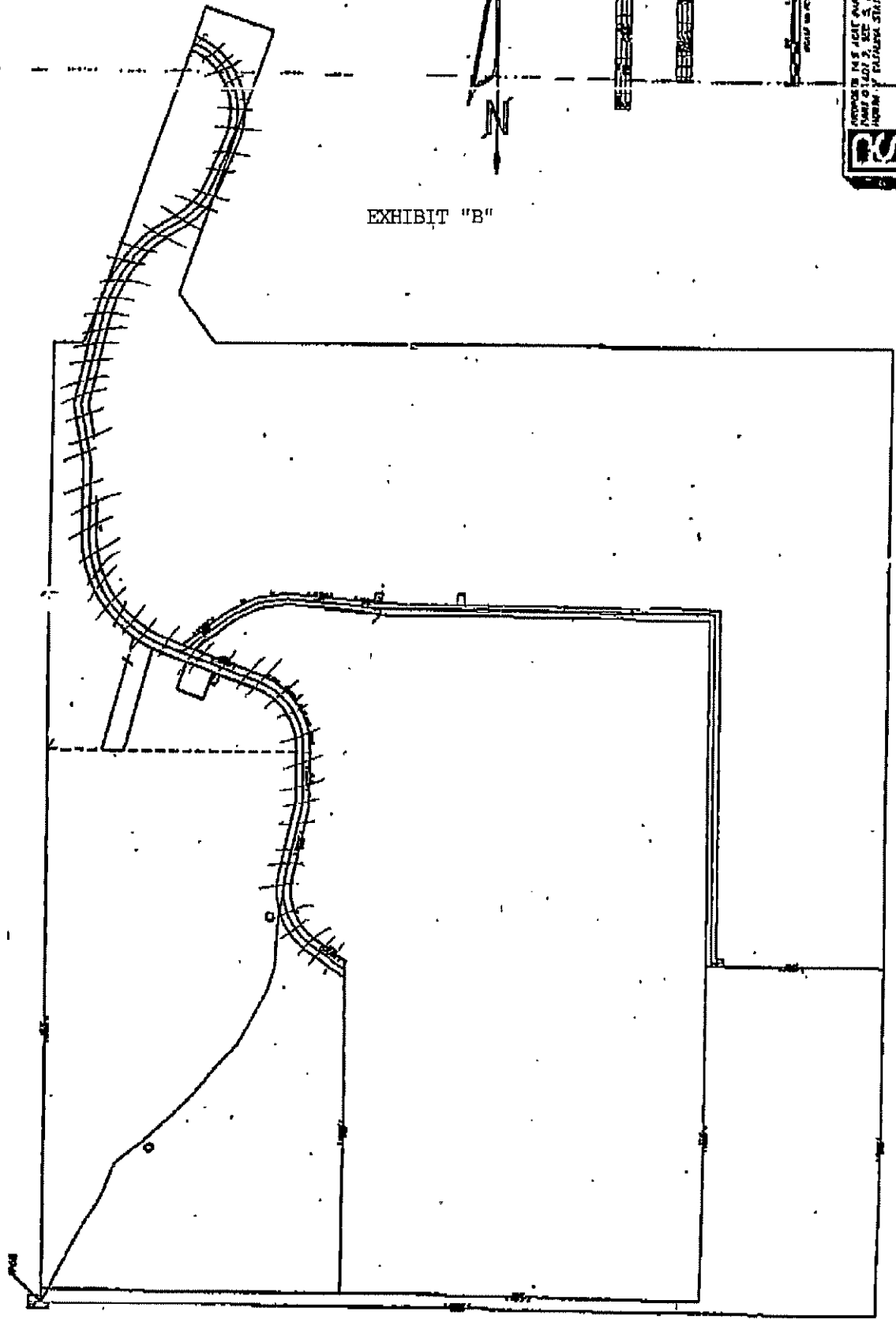


EXHIBIT "B"



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EXHIBIT "B"

Legal Description
(NEW EASEMENT)

An easement 15 feet wide for ingress/egress and utility purposes lying 7.50 feet on each side of the following described centerline.

Commencing at the southwest corner of Government Lot 2, Section 5, Township 12 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, and from which point the North One-Quarter corner of said Section 5 bears North 00° 40' 08" West, 1356.20 feet, thence North 25° 17' 38" East from said southwest corner of Lot 2 a distance of 40.48 feet;

Thence North 26° 07' 53" East, 73.22 feet;

Thence North 29° 05' 12" East, 57.41 feet;

Thence North 20° 09' 55" East, 53.77 feet;

Thence North 49° 37' 15" East, 51.26 feet;

Thence North 45° 19' 27" East, 93.76 feet;

Thence North 39° 28' 16" East, 58.10 feet;

Thence North 42° 58' 20" East, 37.85 feet;

Thence North 28° 05' 31" East, 87.13 feet;

Thence North 16° 10' 16" East, 34.68 feet;

Thence North 02° 13' 21" East, 62.45 feet;

Thence North 09° 02' 36" East, 7.91 feet to here-in-after described point "E";

Thence continuing North 09° 02' 36" East, 9.15 feet;

Thence North 08° 21' 17" East, 51.46 feet to the end of said 15 foot wide easement and beginning of a 20 foot wide ingress/egress and utility easement lying 10 feet on each side of the following described centerline;

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Thence North 12° 34' 56" East along said centerline 100.49 feet;

page 2

Thence North 00° 36' 07" West, 84.13 feet to a point of curvature;

Thence northwesterly along said curve concave to the southwest, having a central angle of 70° 00' 45", a radius of 97.09 feet and an arc length of 118.63 feet to a point of tangency;

Thence North 70° 36' 52" West, 117.07 feet to here-in-after described Point " A ";

Thence North 54° 13' 04" East, 12.18 feet to the end of said 20 foot wide easement and beginning of a 15 foot wide ingress/egress and utility easement lying 7.50 feet on each side of the following described centerline, thence continuing North 54° 13' 04" East along said centerline 78.19 feet;

Thence North 63° 34' 49" East, 39.01 feet;

Thence North 81° 16' 44" East, 41.39 feet;

Thence South 85° 22' 09" East, 83.21 feet;

Thence South 83° 08' 28" East, 43.78 feet to here-in-after described Point " B ";

Thence continuing South 83° 08' 28" East, 5.47 feet;

Thence North 89° 37' 38" East, 114.30 feet to here-in-after described Point " C ";

Thence continuing North 89° 37' 38" East, 344.52 feet to here-in-after described Point " D ";

Thence continuing North 89° 37' 38" East, 15.00 feet;

Thence South 00° 35' 28" East, 489.84 feet to the end of said ingress/egress easement;

Thence North 00° 35' 28" East, 5.00 feet;

Thence North 89° 37' 38" East, 7.50 feet to the beginning of a 10 foot wide utility easement lying 5.00 feet on each side of the following described centerline;

Thence continuing North 89° 37' 38" East, 10.00 feet to the end of said centerline easement.

TOGETHER with an easement for well site and utility purposes 40 feet wide lying 20 feet on each side of the following described centerline. Commencing at before described Point " A ", thence South 70° 36' 52" East, 31.87 feet;

Thence South 19° 23' 08" West, 10.00 feet to the True Point of Beginning;

Thence continuing South 19° 23' 08" West, 40.00 feet to the end of said easement.

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TOGETHER with an easement for ingress/egress and utility purposes 10 feet wide lying 5 feet on each side of the following described centerline. Commencing at before described point "A", thence South 70° 36' 52" East, 56.87 feet ;

Thence South 19° 23' 08" West, 10.00 feet to the True Point of Beginning of said centerline easement;

Thence continuing South 19° 23' 08" West, 15 feet to the end of said easement.

TOGETHER with an easement for utility purposes 10.00 feet wide lying 5.00 feet on each side of the following described centerline. Commencing at before described Point " B ", thence North 06° 51' 32" East, 22.50 feet to the end of said easement.


TOGETHER with an easement for utility purposes 10.00 feet wide lying 5.00 feet on each side of the following described centerline. Commencing at before described Point " C ", thence North 00° 22' 22" West, 22.50 feet to the end of said easement.

TOGETHER with an easement for utility purposes 10.00 feet wide lying 5.00 feet on each side of the following described centerline. Commencing at before described Point " D ", thence North 00° 35' 28" West, 22.50 feet to the end of said easement.

TOGETHER with an easement for utility purposes 10.00 feet wide lying 5.00 feet on each side of the following described centerline. Commencing at before described Point " E ", thence North 80° 57' 18" West, 17.50 feet to the end of said centerline easement.



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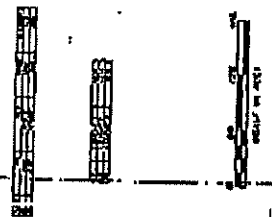
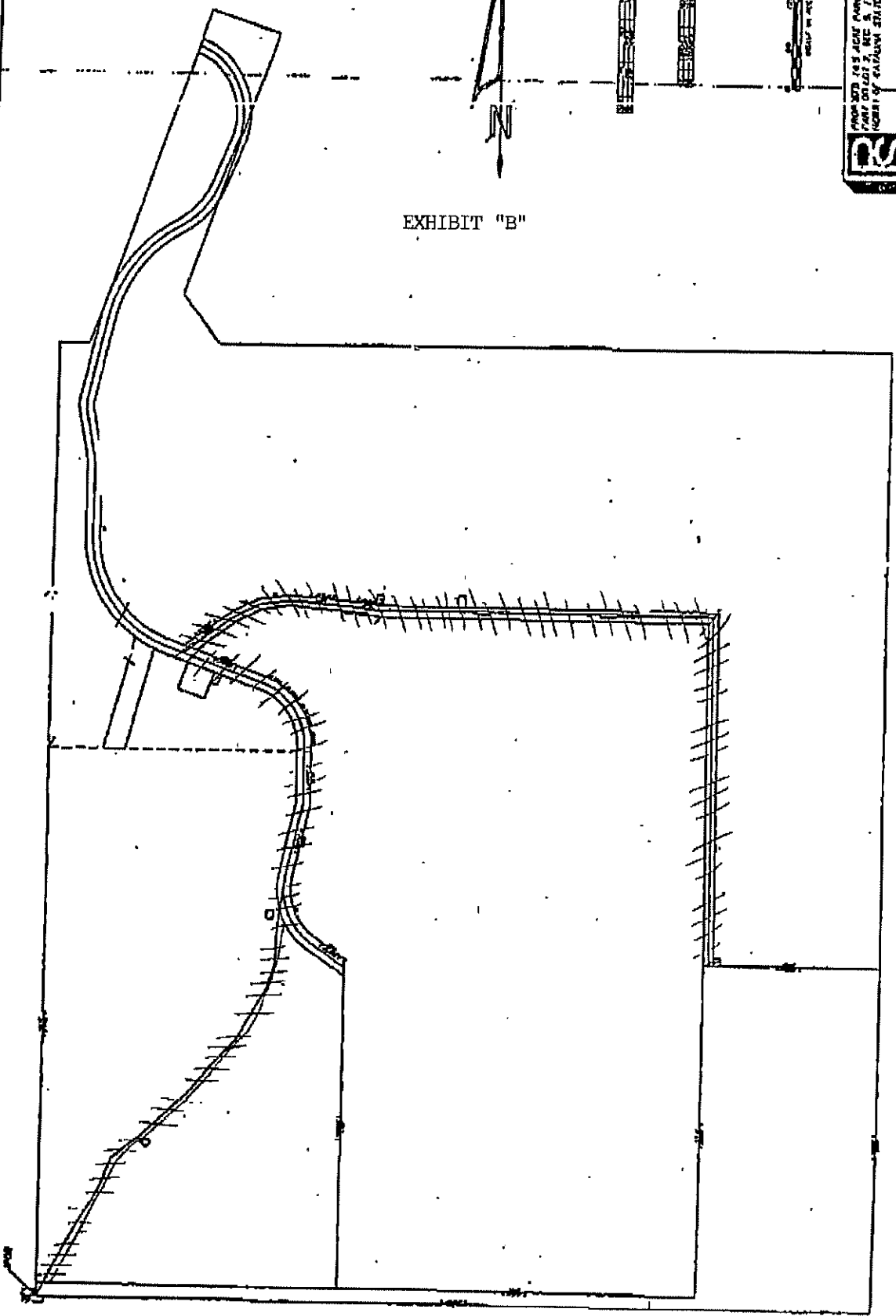


EXHIBIT "B"



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