

**EXHIBIT "A"**



Litigation Guarantee  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

Issued by:

*Pioneer Title Agency, Inc.*

421 S. Beeline Hwy,  
Payson, AZ 85541  
(928) 474-3235

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

**TITLE RESOURCES GUARANTY COMPANY**

a corporation, herein called the Company.

**GUARANTEES**

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A sustained by the Assured by reason of any incorrectness in the set forth in Schedule A.

Issuing Agent: *Pioneer Title Agency, Inc.*

An Authorized Signature



*Title Resources Guaranty Company*

By \_\_\_\_\_  
President/CEO  
Secretary

**EXCLUSIONS FROM COVERAGE**

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

**GUARANTEE CONDITIONS****1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

**2. Notice of Claim to be Given by Assured.**

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**3. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

**7. Limitation of Liability.**

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**11. Arbitration.**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. Liability Limited to This Guarantee; Guarantee Entire Contract.**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. Severability**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. Choice of Law; Forum**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251, or [claims@titleresources.com](mailto:claims@titleresources.com).



LITIGATION GUARANTEE

Issued by

*Pioneer Title Agency, Inc.* as agent for  
TITLE RESOURCES GUARANTY COMPANY

**SCHEDULE A**

Order No.: **90401574-904-CBP**  
Reference No.:

Guarantee No.: **351-LG-90401574**

Liability: **\$300,000.00**

Fee: **\$1,071.00**

Date of Guarantee: **July 29, 2019 at 7:30 AM**

Rate Code: **504**

1. Name of Assured:

**Tony S. Cullum, PLLC, member of the stat bar of Arizona for Beaver Valley Improvement Association**

2. The estate or interest in the Land which is the subject of this Guarantee is:

**FEE SIMPLE**

3. The Land referred to in this Guarantee is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:

Declaration injunction and quite title action

It shall not be used or relied upon for any other purpose.

5. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest is vested in:

**Beaver Valley Improvement Association**

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.

c. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named herein and the parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.

d. The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.

e. The return address for mailing after recording, if any, as shown on each document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.



LITIGATION GUARANTEE

Issued by

Pioneer Title Agency, Inc. as agent for  
TITLE RESOURCES GUARANTY COMPANY

Guarantee No.: 351-LG-90401574

File No.: 90401574-904-CBP

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GILA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That part of Tract B, of BEAVER VALLEEY ESTATES, according to Map No. 331, Records of Gila County, Arizona, described as follows:

BEGINNING at the Southwest corner of Tract B, a point common to Tract Band Tract D and Beaver Flat Road;

THENCE North  $28^{\circ}28'50''$  East, a distance of 125.23 feet;

THENCE South  $89^{\circ}16'30''$  East, a distance of 95.64 feet to a point of cusp on the southwesterly right-of-way of Beaver Pond Circle;

THENCE along a curve to the right concave to the northeast having a radius of 276.19 feet and a central angle of  $14^{\circ}34'16''$  a distance of 70.24 feet to a point of reverse curvature;

THENCE along a curve to the left, concave to the southwest having a radius of 1094.88 feet and a central angle of  $6^{\circ}01'45''$ , a distance of 115.21 feet to a point of cusp;

THENCE South  $47^{\circ}00'$  West, a distance of 120.54 feet to a point of cusp on the northeasterly right-of-way of Beaver Flat Road;

THENCE along a curve to the right concave to the southwest having a radius of 627.00 feet and central angle of  $7^{\circ}10'46''$  a distance of 78.57 feet to a point of tangency;

THENCE along a curve to the right concave to the west, having a radius of 150.00 feet and a central angle of  $34^{\circ}00'11''$ , a distance of 89.02 feet to the TRUE POINT OF BEGINNING.



LITIGATION GUARANTEE

Issued by

Pioneer Title Agency, Inc. as agent for  
TITLE RESOURCES GUARANTY COMPANY

Guarantee No.: 351-LG-90401574

File No.: 90401574-904-CBP

**SCHEDULE B**

Defects, liens, encumbrances or other matters affecting title:

**Part I**

1. LIABILITIES AND OBLIGATIONS imposed by reason of the inclusion of said land within the following named district(s):

Water Wheel Fire and Medical

2. Liabilities and obligations imposed upon the land, or the owner thereof, by reason of inclusion or membership in Beaver Valley Improvement Association.

3. TAXES AND ASSESSMENTS collectible by the County Treasurer for the following year:

2019

4. EASEMENTS as shown on the recorded plat of said subdivision.

5. AGREEMENT according to the terms and conditions contained therein:

Purpose	permanent easement and right-of-way
Dated	May 26, 1966
Recorded	June 7, 1966
Docket	191
Page	305

6. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket	191
Page	307

7. AGREEMENT according to the terms and conditions contained therein:

Purpose	Road Maintenance
Dated	November 5, 1990
Recorded	November 9, 1990
Docket	816
Page	31

8. MATTERS SHOWN ON SURVEY MAP NO(S) 331,1662,2831 AND 4811





**LITIGATION GUARANTEE**

Issued by

**Pioneer Title Agency, Inc.** as agent for  
**TITLE RESOURCES GUARANTY COMPANY**

Guarantee No.: 351-LG-90401574

File No.: 90401574-904-CBP

**SCHEDULE B  
(Continued)**

9. ANY TERMS, CONDITIONS, RULES OR RESTRICTIONS imposed, upon the right of access to the land described in Schedule A, by the United States of America acting by and through the Forest Service, Department of Agriculture.
10. ANY BANKRUPTCY PROCEEDING that is not disclosed by a filing where transfer of such real property may be recorded to perfect such transfer pursuant to Section 549(c) of the Bankruptcy Reform Act 1978, as amended.
11. RIGHTS OF PARTIES in possession.
12. Rights and claims of parties claiming an interest by reason of an unrecorded contract or agreement

**End of Schedule B – Part I**

**Part II**

NONE

**End of Schedule B – Part II**



**LITIGATION GUARANTEE**

Issued by

**Pioneer Title Agency, Inc.** as agent for  
**TITLE RESOURCES GUARANTY COMPANY**

Guarantee No.: **351-LG-90401574**

File No.: **90401574-904-CBP**

**SCHEDULE C**

**Addresses**

**Paragraph    Recording Information**

5A            2018-010922  
Schedule  
A

**Mailing Address**

Beaver Valley Improvement Association  
PO Box 594  
Payson, AZ 85541

Tax Parcel No.: **302-17-048A**

<b>Property Profile</b>		<b>The Office of the Gila County Assessor</b>	
1400 E. Ash Street Globe, AZ 85501 - Phone: (928) 402-8714			
Account:	R020383	Tax Year:	2019
* Tax Rate:	0.000000	Version:	07/17/2019
* Estimated Tax:	\$0.00	Parcel:	30217048A
		Account Type:	Special_Dist
		Area ID:	1014
		Parcel Size:	0.44 - A
		Status:	Active

<b>Name and Address Information</b>	<b>Property Location</b>
BEAVER VALLEY IMPROVEMENT ASSOCIATION PO BOX 594 PAYSON, AZ 85541	911 W Beaver Flat RD Payson 85541

**Legal Description**  
 Subdivision: Beaver Valley Estates Tract: B Section: 35 Township: 11.5N Range: 10E POR TRACT "B", BEAVER VALLEY ESTATES, PLAT 331, BEG MOST SLY COR TRACT "B"; TH N28D28'50"E, 125.23'; TH S89D16'30"E, 95.64'; TH NWLY ALG A RIGHT CURVE R= 276.19' & L=70.24'; TH ALG A REVERSE CURVE R=1094.88' L=115.21'; TH S47D00'W, 120.54'; TH SELY ALG A RIGHT CURVE R=627' L=78.67'; TH ALG A COMPOUND CURVE R=150' L=89.02' TO POB S2 SEC 35 T11.5N R10E = 0.44 AC (OUT OF 302-17-048).

Placeholder

**Assessment Information**

	2019		2018	
	FCV	Secondary Assessed	FCV	Secondary Assessed
Land	\$23,021	\$3,453	\$53,077	\$7,962
Improvements	\$54,423	\$8,163	\$58,986	\$8,848
Personal Property	-	-	-	-
Exempt	-	(\$11,616)	-	(\$16,810)
<b>Total</b>	<b>\$77,444</b>	<b>\$0</b>	<b>\$112,063</b>	<b>\$0</b>

	2019		2018	
	LPV	Primary Assessed	LPV	Primary Assessed
Value	\$77,444	\$11,616	\$112,063	\$16,810
Exempt	-	(\$11,616)	-	(\$16,810)
<b>Total</b>	<b>\$77,444</b>	<b>\$0</b>	<b>\$112,063</b>	<b>\$0</b>

User Remarks



\* The results of this property tax estimation are for informational purposes only. County Assessors do not collect taxes, determine tax rates, or figure the total amount of taxes owed. Tax rates are set on or before the third week in August each year by the County Board of Supervisors. This calculation will be an ESTIMATE ONLY of the actual tax bill using the most current tax rates.

302-17  
4 of 5  
CODE 1000  
CODE 1014  
UPDATED 6-15-16

SEE MAP 302-17 3 of 5



- A • N. BEAVER FLAT LOOP
- B • N. BEAVER POND CIRCLE
- C • N. STATION CIRCLE
- D • N. BEAVER FLAT CIRCLE
- E • E. BEAVER FLAT WAY

SEE MAP 302-7 1 of 5  
TONTON NATIONAL FOREST

**BEAVER VALLEY ESTATES UNIT SIX**  
Gila County Recorded Plat 459

**BEAVER VALLEY ESTATES**  
Gila County Recorded Plat 331

SEE MAP 302-17 1 of 5  
TONTON NATIONAL FOREST



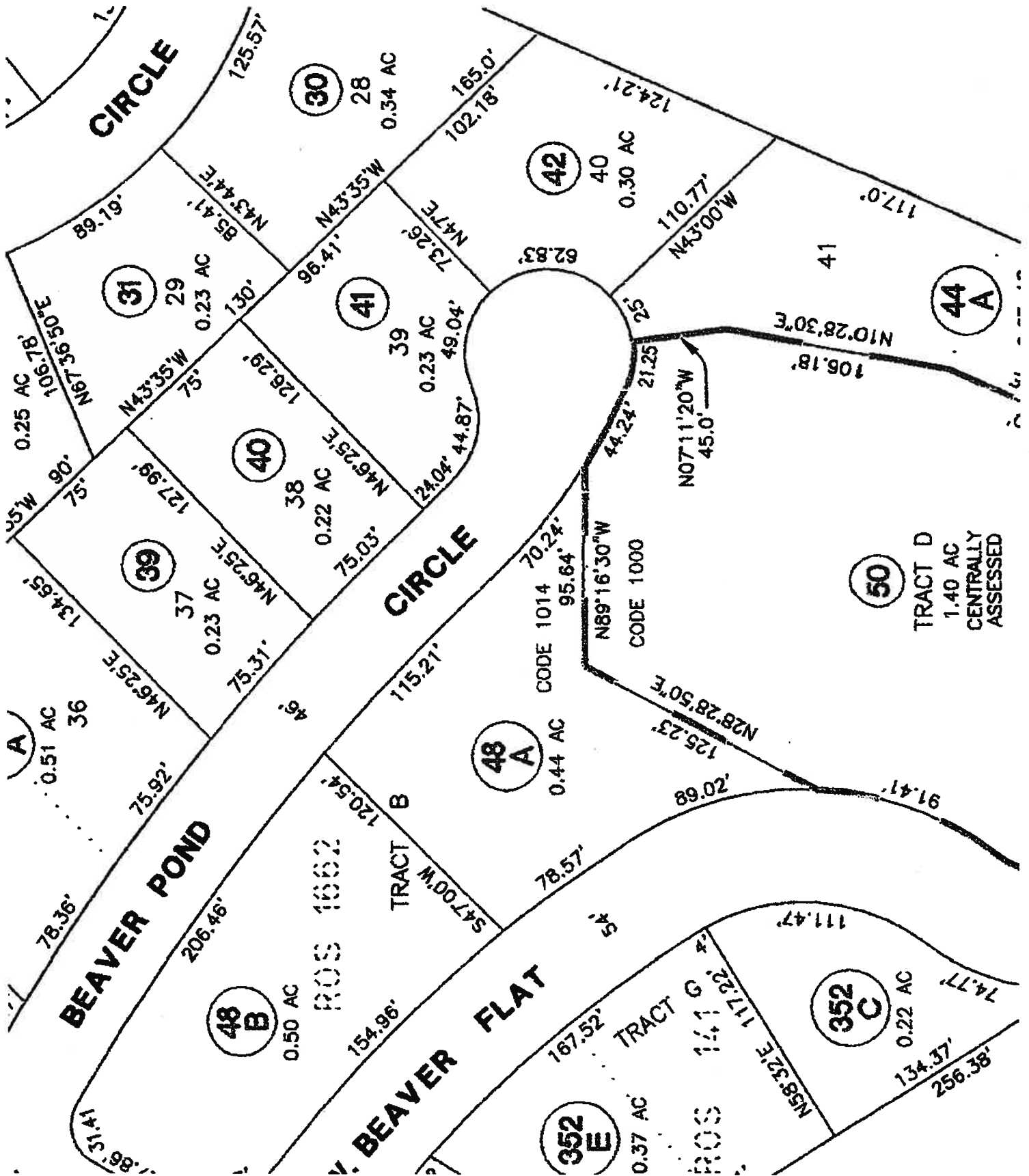
SCALE - 1" = 100'  
(C) - CALCULATED  
(R) - RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

**GILA COUNTY ASSESSOR**

SEE MAP 302-17 5 of 5

**BEAVER VALLEY ESTATES UNIT THREE**  
Gila County Recorded Plat 377



**BEAVER VALLEY ESTATES**  
 A SUBDIVISION OF A PORTION OF  
 HOMESTEAD ENTRY SURVEY AND IS  
 SITUATED IN A PORTION OF  
 SECTION 38  
 T14N R. 10E (QUINCY) 6E, S. 17M.  
 GILA COUNTY, ARIZONA  
 HOLLANDT ENGINEERS, INC.  
 180 N. 11TH, TOLSON, AZ. 85705

**DEDICATION**

I, the undersigned, being duly qualified, do hereby certify that the above described property is being dedicated to the public use as a road and driveway and that the same has been accepted by the Board of Supervisors of Gila County, Arizona, on this 21st day of April, 1961.

*[Handwritten signature]*  
 County Clerk

**ACKNOWLEDGMENT**

I, the undersigned, do hereby certify that the above described property is being dedicated to the public use as a road and driveway and that the same has been accepted by the Board of Supervisors of Gila County, Arizona, on this 21st day of April, 1961.

*[Handwritten signature]*  
 County Clerk

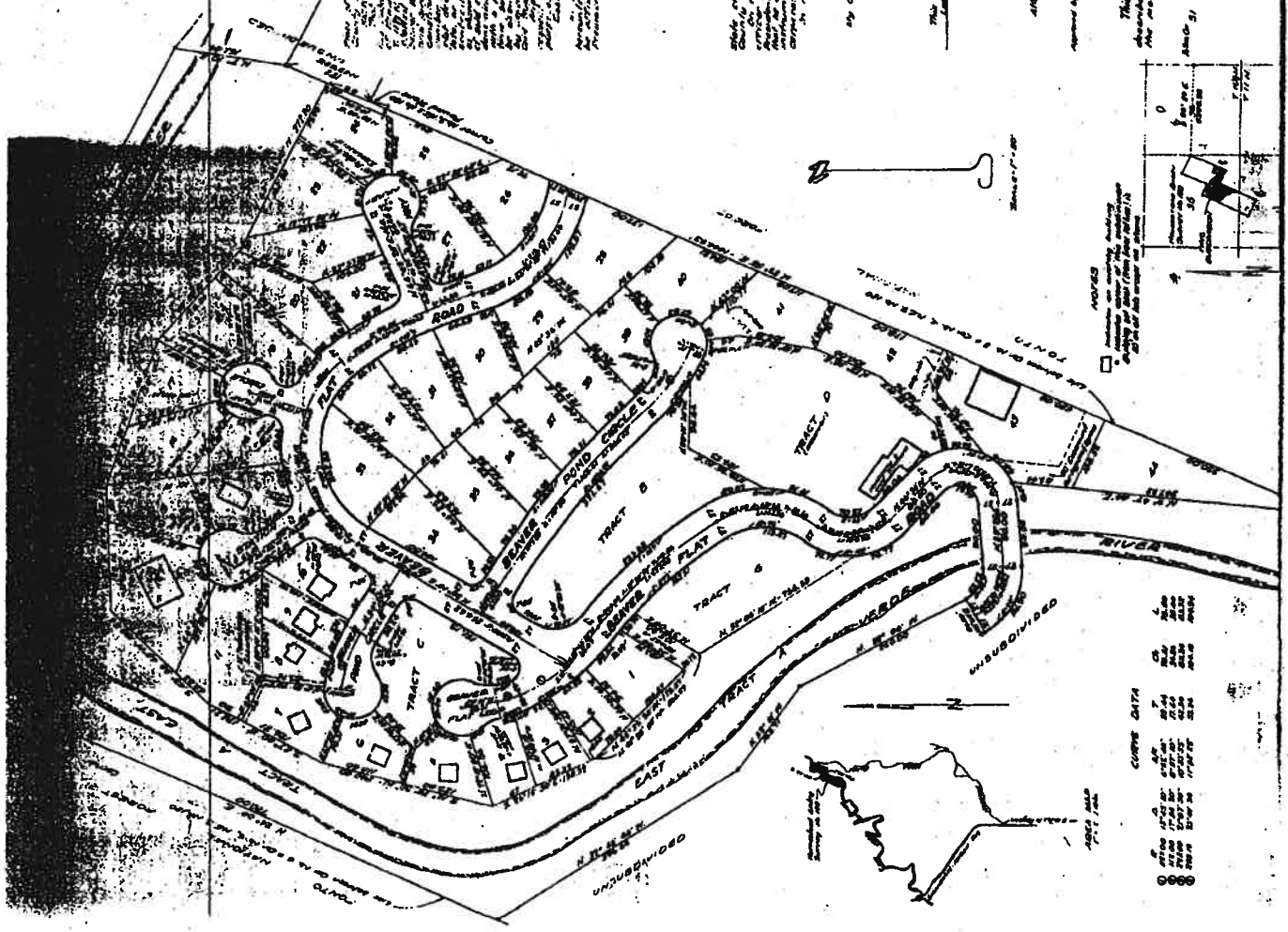
**APPROVALS**

The map of Beaver Valley Estates was approved by the Board of Supervisors of Gila County, Arizona, on this 21st day of April, 1961.

*[Handwritten signature]*  
 Board of Supervisors  
 GILA COUNTY, ARIZONA

This is to certify that the survey and subdivision of the premises described herein was made under my direction during the month of April, 1961.

*[Handwritten signature]*  
 State Surveyor



EASEMENT FOR ELECTRIC LINE

11 11 19

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I grant Arizona Public Service Company, hereinafter called "Company", its successors and assigns an easement to construct, operate and maintain electric lines and poles upon, across, over and under the surface of the following described premises situate in Gila County, Arizona

Homestead Entry Survey No. 120 in the Tonto National Forest in Section 2 (unsurveyed), Township 11 North, Range 10 East, and Section 35 (unsurveyed), Township 11 North, Range 10 East of the Gila and Salt River, Base and Meridian.

along the following described line on the above described premises

beginning at Corner No. 1 of said Homestead Entry Survey No. 120; thence on a line bearing South 24° 00' West a distance of approximately 495 feet to the true point of beginning; thence on a line bearing North 0° 05' West to a point, from said point said Corner No. 1 of said Homestead Entry Survey No. 120 bears South 24° 00' East a distance of approximately 210 feet. Also beginning at Corner No. 1 of said Homestead Entry Survey No. 120; thence on a line bearing South 24° 00' West, a distance of approximately 180 feet to the true point of beginning; thence on a line bearing North 50° 59' West a distance of approximately 420 feet.

together with the rights to repair, replace, maintain and remove said lines and poles from said premises and to 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 to permit the attachment of wires of any other Company to said lines. 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.

1913

WITNESS

STATE OF ARIZONA

County of Gila

This instrument was acknowledged before me this 11th day of 1913



Witness my hand and official seal the day and year in this certificate above written. My commission expires 1914. Notary Public

STATE OF ARIZONA... 1913... Notary Public

210319

Handwritten signature

STATE OF ARIZONA, County of Gila, ss.  
 I do hereby certify that the within instrument was filed and recorded at request of Beaver Valley Association  
 Date June 7, 1966 Time 9:50 A. M. Digital 191 Official Records Page 305  
 Records of Gila County, Arizona.

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

287550

DORIS PARKIN, County Recorder

*Elizabeth Rempton* Deputy

PERMANENT EASEMENTS AND RIGHTS-OF-WAY

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THIS AGREEMENT, made this 26th day of May, 1966, by and between BEAVER VALLEY DEVELOPMENT COMPANY, owner of that certain property situated in Section 35, T 11 1/2 N, R 10 E, G6SRB&M, now platted as BEAVER VALLEY ESTATES, Gila County, Arizona, and BEAVER VALLEY IMPROVEMENT ASSOCIATION, a non-profit organization hereinafter referred to as "GRANTEE,"

W I T N E S S E T H :

WHEREAS, Grantee will hereafter maintain certain flumes, pipelines, power and telephone lines and railroad, and has entered into agreements to serve water to lots within the above described property; and

WHEREAS, within the above described subdivision there exist certain utility lines, pipelines, flumes and railway and the parties hereto intend to create and grant to grantee easements and rights-of-way in connection with the same;

NOW, THEREFORE, in consideration of the benefits to the land owned by BEAVER VALLEY DEVELOPMENT COMPANY and in further consideration of the sum of TEN (\$10.00) DOLLARS paid by Grantee, receipt of which is hereby acknowledged, BEAVER VALLEY DEVELOPMENT COMPANY by these presents hereby grants and conveys to the Grantee permanent easements and permanent private rights-of-way in and across lots and tracts as shown on the recorded plat of BEAVER VALLEY ESTATES for the purpose of maintaining, installing, constructing, repairing, restoring, water collecting, storage and distributing facilities, other utility services and railway facilities and the foregoing grant shall include existing drainage, flumes, ditches, waterways, ponds, rails, beds, tunnels, bridges, switches and related facilities, and including the right of installation and repair of pipes, valves, fittings, materials, rails, poles, lines, ties, switches, bridges and tunnels for the service

Not a record of  
 BEAVER VALLEY DEVELOPMENT COMPANY  
 BEAVER VALLEY IMPROVEMENT ASSOCIATION  
 BEAVER VALLEY ASSOCIATION



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1 of domestic water, power and other utilities and for the mainten-  
 2 ance and repair of said railway, together with the right of ingress  
 3 and egress thereunto and therefrom, along and within said permanent  
 4 rights-of-way and easements for any and all purposes connected  
 5 with the maintenance, use, operation, repair and reconstruction of  
 6 said systems. Except as otherwise required, said rights-of-way  
 7 and easements shall extend to and include strips of land extending  
 8 eight (8') feet from the center line on each side of said facili-  
 9 ties, which facilities are not confined to their present locations.

10 TO HAVE AND TO HOLD the above described permanent ease-  
 11 ments and rights-of-way thereunto in any wise belonging unto the  
 12 said Grantee, its successors and assigns, and Grantor shall  
 13 neither erect nor permit the erection of any fences, gates, build-  
 14 ings, structures of any kind which might interfere with the use  
 15 and enjoyment of said easements and said rights-of-way for the  
 16 purposes set forth herein.

17 IN WITNESS WHEREOF the undersigned in its own behalf and  
 18 on behalf of its successors and assigns has hereunto set its hand  
 19 on the year and day first above written.

BEAVER VALLEY DEVELOPMENT COMPANY

By R. Healy

By J. Johnson

25 STATE OF ARIZONA )  
 26 COUNTY OF Maricopa. ) ss.

27 On this the 26th day of May, 1966, before me, the  
 28 undersigned Notary Public, personally appeared R. L. HEALY  
 29 and R. E. JOHNSON, known  
 30 to me to be the President and Secretary of the above named Grantor,  
 31 who acknowledged that they executed the same for the purposes  
 32 therein contained, being first duly authorized, so to do.

Judith A. ...  
 Notary Public

My commission expires: \_\_\_\_\_

Notary Public  
 State of Arizona  
 My commission expires \_\_\_\_\_

STATE OF ARIZONA, County of Gila, ss:  
 I do hereby certify that the within instrument was filed and recorded at request of Healy & Associates  
 Date June 7, 1966 Time 9:50 A. M. Docket 191 Official Records Page 307  
 Records of Gila County, Arizona.

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

287551

DORIS PARKIN, County Recorder

*E. Sigaluth Hampton* Deputy.

DECLARATION OF ESTABLISHMENT OF CONDITIONS,  
 RESERVATIONS AND RESTRICTIONS  
 FOR BEAVER VALLEY ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That BEAVER VALLEY DEVELOPMENT COMPANY, being the owner of all the following described premises, situated within the County of Gila, State of Arizona, to-wit:

Lots 1 through 44, inclusive, BEAVER VALLEY ESTATES, according to the Plat of Record in the Office of the Gila County Recorder, recorded in Map File, Map No. 331 \_\_\_\_\_.

That it has established, and does hereby establish, a general plan for the improvement and development of said subdivision, and does hereby establish the provisions, conditions, restrictions and covenants upon which and subject to which all numbered lots and portions of said lots shall be improved or sold and conveyed by the said BEAVER VALLEY DEVELOPMENT COMPANY as owner thereof; each and every one of said provisions, conditions, restrictions and covenants is and all are for the benefit of each owner of land in said subdivision, or any interest therein, and shall inure to and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof; said provisions, conditions, restrictions and covenants are and each thereof is imposed upon said lots, all of which are to be construed as restrictive covenants running with the title to said lots and with each and every parcel thereof, to-wit:

1. All of the numbered lots in BEAVER VALLEY ESTATES shall be known and described as residential lots. These restrictions shall not apply to Tracts A, B, C, D & G, unless and until the same are subsequently divided into lots for sale for residential purposes.

2. Except for existing dwellings, no structure whatever other than one private single family dwelling, together with a private garage or carport and a guest house shall be erected or placed or permitted to remain on any of the lots.

3. No store, office or other place of business of any kind and no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment, or any church, shall ever be erected or permitted upon any of the lots, or any part thereof; and no business of any kind or character whatever shall be conducted in or from any residence on the lots.

PURSUANT TO SEC. 804 (c), TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, 42 USC 3601, ET SEQ, RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED OR OMITTED.

4. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of the lot as shown by the plat of BEAVER VALLEY ESTATES, except for public utilities, unless said re-subdividing has been approved, in writing, by the BEAVER VALLEY DEVELOPMENT CO., an Arizona corporation, its successors and assigns.

5. The native growth of said property shall not be permitted to be destroyed or removed except as approved in writing by BEAVER VALLEY DEVELOPMENT COMPANY. In the event such growth is removed without written consent, the reversionary owner may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

6. No poultry, livestock or other animals, other than the usual household pets, shall be permitted on any lot.

7. No building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon, are submitted to and approved by the BEAVER VALLEY DEVELOPMENT CO., an Arizona corporation, its successors and assigns, and a copy thereof, as finally approved, lodged permanently with said company. The company shall have the right to refuse to approve any such plans or specifications or grading plan in the event such building, fence, wall or other structure is not in harmony with the surroundings and other than existing structures, including the right to refuse any such plans and specifications because of materials used on the exterior of any structure, it being Grantor's intention in so passing upon such plans, specifications and grading plans to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, 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 in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the company. All decisions of the company shall be final, and no lot owner or other parties shall have recourse against the company for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

8. All plumbing, including but not limited to toilets, bathing facilities, sinks and kitchen facilities shall be of the modern inside-type, connected to inside connections below the surface of the ground and to a septic tank with an adequate leach drainage system below the surface. Said system must conform to the minimum standards as set

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forth by the Gila County Health Department. No outhouses or privies will be allowed on subdivision lots at any time.

9. No elevated tanks of any kind shall be erected, placed or permitted upon the lots. Any tanks for use in connection with any residence on the lots, including a tank for the storage of gas, fuel oil, gasoline or oil must be buried or kept screened by adequate planting, or by the approved fence to conceal them from neighboring lots or streets.

10. Unless prior approval of BEAVER VALLEY DEVELOPMENT COMPANY is first obtained, the principal dwelling shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servant quarters of 600 square feet.

11. Setbacks shall be in accordance with County requirements and the Plat of BEAVER VALLEY ESTATES heretofore recorded, or as the same may hereafter be amended. No structure of any kind shall be erected, permitted or maintained which interferes with utility easements or drainage easements, whether now existing or hereafter established, whether shown on the recorded Plat reserved or dedicated by a separate instrument, and subject to the right to relocate any utilities from time to time, so long as the same does not interfere with any improvements constructed by the lot owner.

12. No temporary house, trailer, tent, garage, or other out-buildings shall be placed or erected on the lots, and no dwelling shall be occupied at any time prior to completion of the exterior of the building. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion.

13. An entire lot, together with the improvements thereon, may, from time to time, be rented by the owner to a single family. Nothing herein shall be construed to prohibit joint ownership of one lot by two or more persons or two or more families, nor prohibit the joint ownership of existing multiple dwellings or rental of the same.

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14. With the exception of one "For Rent" or "For Sale" sign (which shall not be over 15 x 25 inches) no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot; nor shall the lots be used in any way or for any purposes which may endanger the health or unreasonably disturb the holder of any other lot.

15. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. No fires shall be permitted except in approved fireplaces and barbeque pits or as approved by BEAVER VALLEY DEVELOPMENT COMPANY.

16. All owners of any lot shall be and remain a member of the BEAVER VALLEY IMPROVEMENT ASSOCIATION, a non-profit Arizona corporation, and agree to abide by the articles and by-laws of said corporation, and no owner or occupant of a lot shall be permitted to be in possession of such lot until he or she or they have been admitted to membership in said non-profit corporation, and in accepting a deed or contract for any lot in BEAVER VALLEY ESTATES, agree to and shall become and remain a member thereof, subject to the obligations, by-laws and rules of BEAVER VALLEY IMPROVEMENT ASSOCIATION.

17. BEAVER VALLEY DEVELOPMENT COMPANY shall have the right, at any time, to grant and convey all or part of their rights to enforce these deed restrictions to the BEAVER VALLEY IMPROVEMENT ASSOCIATION, at such time as in the sole judgment of the said grantor the said Improvement Association is ready to undertake the obligation of enforcing these deed restrictions. In any event, such conveyance shall be made on and after the sale of all of the numbered lots in BEAVER VALLEY ESTATES. Upon such conveyance and grant, the BEAVER VALLEY IMPROVEMENT ASSOCIATION shall have and shall succeed to all rights and duties with the same powers as if the Association had been named as Owner thereof, to the same extent as has BEAVER VALLEY DEVELOPMENT COMPANY.

18. Growth which constitutes a fire hazard, in the opinion of the grantor, shall be removed from any lot. In case of noncompliance, the grantor reserves the right of entry upon any lot for removal of same at the owner's expense, said expense to become a prior lien on the lot.

19. These covenants and conditions are understood and agreed to be, and shall be taken and held to be, for the benefit of all lot owners, and all covenants herein contained attach to and run with the land and title thereto, and shall be binding upon and inure to the benefit of all owners of lots in BEAVER VALLEY ESTATES until June 1, 1986, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless a majority of the then owners of lots agree to terminate or amend said covenants and restrictions in whole or in part. Although the conditions, restrictions or covenants may expire or be amended, any or all reversions for breach of said conditions or restrictions prior to said expiration or amendment shall be absolute and unaffected thereby.

20. Any breach of the provisions, conditions, restrictions and covenants hereby established, which breach shall continue for more than thirty (30) days after written notice to cure the same, shall (1) cause the real property upon which said breach occurs to revert to BEAVER VALLEY DEVELOPMENT COMPANY, its successors and assigns in interest as the owner of such reversionary rights herein provided for and the owner of such reversionary rights shall have the right to immediate re-entry upon such real property in the event of any such breach, or (2) in the election of the reversionary owner, its successors and assigns, the continuance of any breach may be enjoined or remedied by appropriate proceedings, including actual and punitive damages by the owner of the reversionary rights.

PROVIDED, that the breach of any of the foregoing provisions, conditions, restrictions or covenants or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

PROVIDED, FURTHER, that no delay or omission on the part of the owner of the reversionary rights or the owners of other lots in said property in exercising any rights, power or remedy herein provided in the event of any breach of the conditions, restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right or right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the owner of the reversionary rights for or on account of his failure to bring any action on account of any breach of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable by the owner of said reversionary rights.

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PROVIDED, FURTHER, that in the event any one or more of the conditions, restrictions or provisions hereinbefore set forth and contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions, restrictions or provisions not so declared to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

PROVIDED, FURTHER, that in the event the provisions hereunder are declared voidable by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

IN WITNESS WHEREOF, BEAVER VALLEY DEVELOPMENT COMPANY, an Arizona corporation, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 1st day of June, 1966.

BEAVER VALLEY DEVELOPMENT COMPANY  
By [Signature] President

ATTEST:

[Signature]  
Secretary

STATE OF ARIZONA }  
County of Maricopa } ss:

On this the 1st day of June, 1966, before me, the undersigned Notary Public, personally appeared R. S. Healy and [Signature] who acknowledged themselves to be the President and Secretary, respectively, of BEAVER VALLEY DEVELOPMENT COMPANY, a corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.



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

[Signature]  
Notary Public

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PROVIDED, FURTHER, that in the event any one or more of the conditions, restrictions or provisions hereinbefore set forth and contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions, restrictions or provisions not so declared to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

PROVIDED, FURTHER, that in the event the provisions hereunder are declared voidable by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

IN WITNESS WHEREOF, BEAVER VALLEY DEVELOPMENT COMPANY, an Arizona corporation, has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed this 1st day of June, 1966.

BEAVER VALLEY DEVELOPMENT COMPANY

By [Signature] President

ATTEST:

[Signature]  
Secretary

STATE OF ARIZONA }  
County of Maricopa } ss:

On this the 1st day of June, 1966, before me, the undersigned Notary Public, personally appeared [Signature] and [Signature], who acknowledged themselves to be the President and Secretary, respectively, of BEAVER VALLEY DEVELOPMENT COMPANY, a corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.



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

[Signature]  
Notary Public



No. 249  
5:00  
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STATE OF ARIZONA, County of Gila, ss.

I do hereby certify that the within instrument was filed and recorded at request of

Board of Supervisors

INDEXED

Date Mar. 24, 1976  
Records of Gila County, Arizona

Time 5:00

P. M. Docket

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

MARY V. DE PAOLI, County Recorder

INDEXED

By *Mary V. De Paoli*, Recorder.

EASEMENT

THIS EASEMENT, dated this 5th day of March, 1976, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Gila County, Acting by and through its Board of Supervisors hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Gila, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement one hundred feet wide, fifty feet each side of centerline, for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the following described lands in the County of Gila, State of Arizona:

Gila and Salt River Baseline and Meridian

T. 11 N., R. 10 E.

- Section 1 - NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$
- 2 - E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$
- 11 - E $\frac{1}{2}$ E $\frac{1}{2}$
- 12 - NW $\frac{1}{4}$ NW $\frac{1}{4}$
- 13 - NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$
- 14 - NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
- 23 - SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$
- 24 - NW $\frac{1}{4}$
- 26 - NW $\frac{1}{4}$
- 27 - NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$

T. 11 $\frac{1}{2}$  N., R. 10 E.

- Section 24 - NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$
- 25 - NW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$
- 35 - SE $\frac{1}{4}$
- 36 - NW $\frac{1}{4}$

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon.

Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The centerline is shown and specifically described on the plat attached hereto and made a part hereof.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the right of the Forest Service to use or authorize the use of any portion of the right-of-way for nonhighway purposes shall not be exercised when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and Grantee prior to completion of the highway and the Grantee shall maintain all terracing.

water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps, supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the Regional Forester.

6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property herein granted or any part thereof, that the covenants set forth below shall attach to and run with the land:

(a) That the described property, and its appurtenant areas and its building and facilities, whether or not on the land herein granted, will be operated as a public road, in full compliance with Title IV of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangement on the land herein conveyed.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect.

8. The Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the Act entitled "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and State laws where applicable.

If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.

9. Nothing within this easement shall be construed as preventing the Grantor from taking any measure it deems necessary in exercising its responsibilities of protecting the National Forests.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the Act above mentioned, the Delegation of Authority by the Secretary of Agriculture

to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, effective June 6, 1973, (38 F.R. 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1968, (33 F.R. 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, (30 F.R. 5647) the provisions of which have been complied with), on the day and year first above written.

UNITED STATES OF AMERICA

By John T. Koen  
Acting Regional Forester  
Forest Service  
Department of Agriculture

STATE OF NEW MEXICO )

COUNTY OF BERNALILLO)

I, Conce Berdman, a Notary Public in and for said County and State, hereby certify that John T. Koen, whose name as Acting Regional Forester is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as such he executed the same voluntarily on this day.

Given under my hand and seal of office this 5<sup>th</sup> day of March, 1976.

Conce Berdman  
Notary Public



My commission expires 2-15-78

My Commission Expires \_\_\_\_\_



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In compliance with the conditions set forth in the foregoing deed, the COUNTY OF GILA certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

GILA COUNTY  
BOARD OF SUPERVISORS

By Adolph B. Trujillo  
Chairman

STATE OF ARIZONA)

COUNTY OF GILA )

I, Melva E. Minton, a Notary Public in and for said County and State, hereby certify that Adolph B. Trujillo, whose name as Chairman, Board of Supervisors, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as such Chairman executed the same voluntarily on this day.

Given under my hand and seal of office this 22nd day of March, 1975.



Melva E. Minton  
Notary Public

My Commission Expires January 7, 1977.

## ROAD MAINTENANCE AGREEMENT

Agreement between Gila County, Arizona, a body politic, hereinafter referred to as "GILA COUNTY" and the Beaver Valley Improvement Association, a homeowners association, hereinafter referred to as "ASSOCIATION", for maintenance of access roads and internal subdivision roads and streets.

WHEREAS, A.R.S. §18-207 allows Gila County to expend public funds for maintenance of non-county public roads and streets laid out, constructed, and opened prior to June 13, 1975, but further limits the method of maintenance; and,

WHEREAS, the Association maintains the platted streets within the Beaver Valley Subdivision and said streets are generally open and available to the public; and,

WHEREAS, Gila County and the Association have agreed to provide for maintenance of the roads providing access to the Beaver Valley Subdivision as well as those streets within the subdivision;

## IT IS AGREED AS FOLLOWS:

1. Based on the availability of manpower and equipment, and in the discretion of the Supervisor of Supervisor District No. 1, the County will maintain the roads and ditches providing access to the subdivision, as well as those streets within the subdivision.

2. For maintenance purposes, Gila County can not purchase rock products, cement or petroleum product materials. However, the Association agrees to provide funds in an amount agreed to for each project which requires the purchase of rock products, cement or petroleum product materials as are necessary for maintenance of the

roads within the subdivision. Consistent with paragraph 1, Gila County personnel will use and apply the purchased product for the maintenance projects. Routine grading will be performed based on the availability of manpower and equipment.

3. Gila County shall not be held liable or responsible for any damage to culverts and other structures within the right of way of the streets within the subdivision, gross negligence excepted. The Association agrees to indemnify Gila County and hold Gila County harmless for any and all other acts and/or omissions on the part of Gila County personnel while performing the maintenance of subdivision streets under the terms of this agreement.

4. Upon approval from the County Supervisor, the Gila County Engineer, or designee, shall be responsible for determining the scope of maintenance work, and any other street maintenance services to be performed within the Beaver Valley Subdivision. The decision of the County Engineer, or designee, regarding the scope of work, nature of work, timing of work, inspections and final approval shall be final and binding upon both parties.

5. Gila County shall provide appropriate liability insurance, as well as workman's compensation insurance for its employees and equipment used in the performance of this agreement. The Association shall provide appropriate liability insurance for any activities performed solely by the Association. In the event it is necessary to contract for materials or services other than those provided by either of the parties, it shall be a condition of any contract or agreement with third parties, that those third parties provide appropriate insurance and/or bonds to cover the scope of



work contemplated by those separate agreements. Further, since this agreement is being undertaken at the request of the Association, the Association agrees to indemnify and hold County harmless for any claim arising as a result of the performance of this Agreement by Gila County, except for those claims involving gross negligence of Gila County or its employees.

6. The parties agree that either party may terminate this agreement by giving the other thirty (30) days written notice.

Written notice shall be provided at the following addresses:

Gila County Board of Supervisors  
1400 E. Ash Street  
Globe, Arizona, 85504

Beaver Valley Improvement Association  
P. O. Box 594  
Payson, Arizona 85547

Dated this 5<sup>th</sup> day of November 1990.

GILA COUNTY, ARIZONA

By [Signature]  
Ronald Christensen, Chairman  
Gila County Board of Supervisors

Attest:

[Signature]  
Clerk, Gila County Board of Supervisors

BEAVER VALLEY IMPROVEMENT ASSOCIATION

By [Signature]  
President

Approved as to Form:

[Signature]  
Gila County Attorney

no chg.  
3:20  
C

596328

STATE OF ARIZONA, County of Gila, ss:  
I do hereby certify that the within instrument was filed and recorded at request of Gila County Board of Supervisors

Date Nov. 9, 1990 Time 3:20 P.M. Docst. 816 Original Record Pages 31 - 34

Records of Gila County, Arizona.

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

MARY V. DE PAUL County Recorder

By Mary V. DePaul  
Recorder

*Gila County Board of Supervisors*

STATE OF ARIZONA, County of Gila, ss:  
I do hereby certify that the within instrument was filed and recorded at request of Nealy & Associates

Date June 7, 1966 Time 9:50 A.M. Docket 191 Official Records Page 305  
Records of Gila County, Arizona.

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

DORIS PARKIN, County Recorder

By Elizabeth Neupert Deputy.

887550

PERMANENT EASEMENTS AND RIGHTS-OF-WAY

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THIS AGREEMENT, made this 26th day of May, 1966, by and between BEAVER VALLEY DEVELOPMENT COMPANY, owner of that certain property situated in Section 35, T 11 N, R 10 E, G&SR&M, now platted as BEAVER VALLEY ESTATES, Gila County, Arizona, and BEAVER VALLEY IMPROVEMENT ASSOCIATION, a non-profit organization herein-after referred to as "GRANTEE,"

W I T N E S S E T H :

WHEREAS, Grantee will hereafter maintain certain flumes, pipelines, power and telephone lines and railroad, and has entered into agreements to serve water to lots within the above described property; and

WHEREAS, within the above described subdivision there exist certain utility lines, pipelines, flumes and railway and the parties hereto intend to create and grant to grantee easements and rights-of-way in connection with the same;

NOW, THEREFORE, in consideration of the benefits to the land owned by BEAVER VALLEY DEVELOPMENT COMPANY and in further consideration of the sum of TEN (\$10,00) DOLLARS paid by Grantee, receipt of which is hereby acknowledged, BEAVER VALLEY DEVELOPMENT COMPANY by these presents hereby grants and conveys to the Grantee permanent easements and permanent private rights-of-way in and across lots and tracts as shown on the recorded plat of BEAVER VALLEY ESTATES for the purpose of maintaining, installing, constructing, repairing, restoring, water collecting, storage and distributing facilities, other utility services and railway facilities and the foregoing grant shall include existing drainage, flumes, ditches, waterways, ponds, rails, beds, tunnels, bridges, switches and related facilities, and including the right of installation and repair of pipes, valves, fittings, materials, rails, poles, lines, ties, switches, bridges and tunnels for the service

1 of domestic water, power and other utilities and for the mainten-  
2 ance and repair of said railway, together with the right of ingress  
3 and egress thereunto and therefrom, along and within said permanent  
4 rights-of-way and easements for any and all purposes connected  
5 with the maintenance, use, operation, repair and reconstruction of  
6 said systems. Except as otherwise required, said rights-of-way  
7 and easements shall extend to and include strips of land extending  
8 eight (8') feet from the center line on each side of said facili-  
9 ties, which facilities are not confined to their present locations.

10 TO HAVE AND TO HOLD the above described permanent ease-  
11 ments and rights-of-way thereunto in any wise belonging unto the  
12 said Grantee, its successors and assigns, and Grantor shall  
13 neither erect nor permit the erection of any fences, gates, build-  
14 ings, structures of any kind which might interfere with the use  
15 and enjoyment of said easements and said rights-of-way for the  
16 purposes set forth herein.

17 IN WITNESS WHEREOF the undersigned in its own behalf and  
18 on behalf of its successors and assigns has hereunto set its hand  
19 on the year and day first above written.

20 BEAVER VALLEY DEVELOPMENT COMPANY

21 By R. J. [Signature]

22  
23 By J. E. Johnson

24  
25 STATE OF ARIZONA )  
26 COUNTY OF Maricopa ) ss.

27 On this the 26th day of May, 1966, before me, the  
28 undersigned Notary Public, personally appeared R. L. HEATY  
29 and J. E. JOHNSON, known  
30 to me to be the President and Secretary of the above named Grantor,  
31 who acknowledged that they executed the same for the purposes  
32 therein contained, being first duly authorized so to do.

Judith Ann [Signature]  
Notary Public

My commission expires:

4/12/69

LAW OFFICE OF  
SPECTOR AND JOHNSON  
400 ARIZONA BLDG.  
155 WEST MONTELEONE STREET  
PHOENIX, ARIZONA 85003

STATE OF ARIZONA, County of Gila, ss:  
I do hereby certify that the within instrument was filed and recorded at request of Healy & Associates  
Date June 7, 1966 Time 9:50 A. M. Docket 191 Official Records Page 307  
Records of Gila County, Arizona.

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

287551

DORIS PARKIN, County Recorder  
*Elizabeth Hampton* Deputy

DECLARATION OF ESTABLISHMENT OF CONDITIONS,  
RESERVATIONS AND RESTRICTIONS  
FOR BEAVER VALLEY ESTATES

KNOW ALL MEN BY THESE PRESENTS:

That BEAVER VALLEY DEVELOPMENT COMPANY, being the owner of all the following described premises, situated within the County of Gila, State of Arizona, to-wit:

Lots 1 through 44, inclusive, BEAVER VALLEY ESTATES, according to the Plat of Record in the Office of the Gila County Recorder, recorded in Map File, Map No. 331

That it has established, and does hereby establish, a general plan for the improvement and development of said subdivision, and does hereby establish the provisions, conditions, restrictions and covenants upon which and subject to which all numbered lots and portions of said lots shall be improved or sold and conveyed by the said BEAVER VALLEY DEVELOPMENT COMPANY as owner thereof; each and every one of said provisions, conditions, restrictions and covenants is and all are for the benefit of each owner of land in said subdivision, or any interest therein, and shall inure to and pass with each and every parcel of said subdivision, and shall bind the respective successors in interest of the present owner thereof; said provisions, conditions, restrictions and covenants are and each thereof is imposed upon said lots, all of which are to be construed as restrictive covenants running with the title to said lots and with each and every parcel thereof, to-wit:

1. All of the numbered lots in BEAVER VALLEY ESTATES shall be known and described as residential lots. These restrictions shall not apply to Tracts A, B, C, D & G, unless and until the same are subsequently divided into lots for sale for residential purposes.

2. Except for existing dwellings, no structure whatever other than one private single family dwelling, together with a private garage or carport and a guest house shall be erected or placed or permitted to remain on any of the lots.

3. No store, office or other place of business of any kind and no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theatre, saloon or other place of entertainment, or any church, shall ever be erected or permitted upon any of the lots, or any part thereof, and no business of any kind or character whatever shall be conducted in or from any residence on the lots.

4. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in less than the full original dimension of the lot as shown by the plat of BEAVER VALLEY ESTATES, except for public utilities, unless said re-subdividing has been approved, in writing, by the BEAVER VALLEY DEVELOPMENT CO., an Arizona corporation, its successors and assigns.

5. The native growth of said property shall not be permitted to be destroyed or removed except as approved in writing by BEAVER VALLEY DEVELOPMENT COMPANY. In the event such growth is removed without written consent, the reversionary owner may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

6. No poultry, livestock or other animals, other than the usual household pets, shall be permitted on any lot.

7. No building, fence, wall or other structure shall be commenced, erected or maintained, until the plans and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon, are submitted to and approved by the BEAVER VALLEY DEVELOPMENT CO., an Arizona corporation, its successors and assigns, and a copy thereof, as finally approved, lodged permanently with said company. The company shall have the right to refuse to approve any such plans or specifications or grading plan in the event such building, fence, wall or other structure is not in harmony with the surroundings and other than existing structures, including the right to refuse any such plans and specifications because of materials used on the exterior of any structure, it being Grantor's intention in so passing upon such plans, specifications and grading plans to take into consideration the suitability of the proposed building, or other structure, the materials of which it is to be built, 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 in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the company. All decisions of the company shall be final, and no lot owner or other parties shall have recourse against the company for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

8. All plumbing, including but not limited to toilets, bathing facilities, sinks and kitchen facilities shall be of the modern inside-type, connected to inside connections below the surface of the ground and to a septic tank with an adequate leach drainage system below the surface. Said system must conform to the minimum standards as set

forth by the Gila County Health Department. No outhouses or privies will be allowed on subdivision lots at any time.

9. No elevated tanks of any kind shall be erected, placed or permitted upon the lots. Any tanks for use in connection with any residence on the lots, including a tank for the storage of gas, fuel oil, gasoline or oil must be buried or kept screened by adequate planting, or by the approved fence to conceal them from neighboring lots or streets.

10. Unless prior approval of BEAVER VALLEY DEVELOPMENT COMPANY is first obtained, the principal dwelling shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servant quarters of 600 square feet.

11. Setbacks shall be in accordance with County requirements and the Plat of BEAVER VALLEY ESTATES heretofore recorded, or as the same may hereafter be amended. No structure of any kind shall be erected, permitted or maintained which interferes with utility easements or drainage easements, whether now existing or hereafter established, whether shown on the recorded Plat reserved or dedicated by a separate instrument, and subject to the right to relocate any utilities from time to time, so long as the same does not interfere with any improvements constructed by the lot owner.

12. No temporary house, trailer, tent, garage, or other out-buildings shall be placed or erected on the lots, and no dwelling shall be occupied at any time prior to completion of the exterior of the building. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion.

13. An entire lot, together with the improvements thereon, may, from time to time, be rented by the owner to a single family. Nothing herein shall be construed to prohibit joint ownership of one lot by two or more persons or two or more families, nor prohibit the joint ownership of existing multiple dwellings or rental of the same.

14. With the exception of one "For Rent" or "For Sale" sign (which shall not be over 15 x 25 inches) no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot; nor shall the lots be used in any way or for any purposes which may endanger the health or unreasonably disturb the holder of any other lot.

15. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. No fires shall be permitted except in approved fireplaces and barbecue pits or as approved by BEAVER VALLEY DEVELOPMENT COMPANY.

16. All owners of any lot shall be and remain a member of the BEAVER VALLEY IMPROVEMENT ASSOCIATION, a non-profit Arizona corporation, and agree to abide by the articles and by-laws of said corporation, and no owner or occupant of a lot shall be permitted to be in possession of such lot until he or she or they have been admitted to membership in said non-profit corporation, and in accepting a deed or contract for any lot in BEAVER VALLEY ESTATES, agree to and shall become and remain a member thereof, subject to the obligations, by-laws and rules of BEAVER VALLEY IMPROVEMENT ASSOCIATION.

17. BEAVER VALLEY DEVELOPMENT COMPANY shall have the right, at any time, to grant and convey all or part of their rights to enforce these deed restrictions to the BEAVER VALLEY IMPROVEMENT ASSOCIATION, at such time as in the sole judgment of the said grantor the said Improvement Association is ready to undertake the obligation of enforcing these deed restrictions. In any event, such conveyance shall be made on and after the sale of all of the numbered lots in BEAVER VALLEY ESTATES. Upon such conveyance and grant, the BEAVER VALLEY IMPROVEMENT ASSOCIATION shall have and shall succeed to all rights and duties with the same powers as if the Association had been named as Owner thereof, to the same extent as has BEAVER VALLEY DEVELOPMENT COMPANY.

18. Growth which constitutes a fire hazard, in the opinion of the grantor, shall be removed from any lot. In case of noncompliance, the grantor reserves the right of entry upon any lot for removal of same at the owner's expense, said expense to become a prior lien on the lot.



19. These covenants and conditions are understood and agreed to be, and shall be taken and held to be, for the benefit of all lot owners, and all covenants herein contained attach to and run with the land and title thereto, and shall be binding upon and inure to the benefit of all owners of lots in BEAVER VALLEY ESTATES until June 1, 1986, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless a majority of the then owners of lots agree to terminate or amend said covenants and restrictions in whole or in part. Although the conditions, restrictions or covenants may expire or be amended, any or all reversions for breach of said conditions or restrictions prior to said expiration or amendment shall be absolute and unaffected thereby.

20. Any breach of the provisions, conditions, restrictions and covenants hereby established, which breach shall continue for more than thirty (30) days after written notice to cure the same, shall (1) cause the real property upon which said breach occurs to revert to BEAVER VALLEY DEVELOPMENT COMPANY, its successors and assigns in interest as the owner of such reversionary rights herein provided for and the owner of such reversionary rights shall have the right to immediate re-entry upon such real property in the event of any such breach, or (2) in the election of the reversionary owner, its successors and assigns, the continuance of any breach may be enjoined or remedied by appropriate proceedings, including actual and punitive damages by the owner of the reversionary rights.

PROVIDED, that the breach of any of the foregoing provisions, conditions, restrictions or covenants or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

PROVIDED, FURTHER, that no delay or omission on the part of the owner of the reversionary rights or the owners of other lots in said property in exercising any rights, power or remedy herein provided in the event of any breach of the conditions, restrictions, covenants or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right or right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the owner of the reversionary rights for or on account of his failure to bring any action on account of any breach of said provisions, conditions, restrictions or covenants or for imposing restrictions herein which may be unenforceable by the owner of said reversionary rights.

PROVIDED, FURTHER, that in the event any one or more of the conditions, restrictions or provisions hereinbefore set forth and contained shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of said conditions, restrictions or provisions not so declared to be void, but all of the remaining restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

PROVIDED, FURTHER, that in the event the provisions hereunder are declared voidable by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event said terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Arizona.

IN WITNESS WHEREOF, BEAVER VALLEY DEVELOPMENT COMPANY, an Arizona corporation, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 1st day of June, 1966.

BEAVER VALLEY DEVELOPMENT COMPANY

By [Signature] President

NECESSARY

[Signature]  
Secretary

STATE OF ARIZONA }  
County of Maricopa } ss:

On this the 1st day of June, 1966, before me, the undersigned Notary Public, personally appeared [Signature] and [Signature], who acknowledged themselves to be the President and Secretary, respectively, of BEAVER VALLEY DEVELOPMENT COMPANY, a corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

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

[Signature]  
Notary Public

My Commission Expires  
February 23, 1970

INSTRUCTIONS: 1. Complete in Duplicate. 2. Type legal description on form (this can be obtained from mortgages, contracts, tax receipts, etc.) 3. Must be signed before a Notary Public. 4. Recording and Release Fee \$9.50.

REAL PROPERTY AGREEMENT

OFFICE: Globe

In consideration of such loans and indebtedness as shall be made by or become due to THE VALLEY NATIONAL BANK OF ARIZONA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, which ever first occurs, the undersigned, jointly and severally, promise and agree:

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of \_\_\_\_\_ State of Arizona, described as follows:

Lot #72 of Old Dominion Company's Subdivision of Lot #2, Section #25, North Globe Townsite, Gila County, State of Arizona.

and hereby irrevocably authorize and direct all lessees, assign holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipts for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation to do so, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of the agreement and any person may and is hereby authorized to rely thereon.

Dated: \_\_\_\_\_

X *John Victor*  
X *Zona Wicker*  
INDIVIDUAL

CORPORATE

STATE OF ARIZONA  
COUNTY OF \_\_\_\_\_

STATE OF ARIZONA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_ of \_\_\_\_\_ (AN ARIZONA CORPORATION)

by \_\_\_\_\_  
In witness whereof I hereunto set my hand and official seal.

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

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_



STATE OF ARIZONA, County of Gila, ss: I do hereby certify that the within instrument was filed and recorded at request of Valley National Bank

Date: June 7, 1966 Time: 10:30 A.M. Docket # 191 Official Records Page 313

WITNESS my hand and official seal the day and year first above written.  
DORIS PAIKIN, County Recorder  
By: *Doris Paikin* Deputy.

287552

STATE OF ARIZONA, County of Gila, ss: I do hereby certify that the within instrument was filed and recorded at request of TRANSAMERICA TITLE INSURANCE CO

Date: June 7, 1966 Time: 2:00 P. M. Docket 191 Official Records Page 314

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

287554

DONIS PARKIN, County Recorder

By Mary V. Dr. Paol Deputy

# Joint Tenancy Deed

For the consideration of Ten Dollars, and other valuable considerations, CLAIR T. BURWELL AND VIRGINIA P. BURWELL ALSO KNOWN AS VIRGINIA P. BURWELL, HIS WIFE

hereby called the Grantor, whether one or more than one, hereby conveys to ALFORD B. MUSGRAVE and MARILYN L. MUSGRAVE, HIS WIFE, as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, the following described property situated in GILA County, Arizona, together with all rights and privileges appurtenant thereto:

LOT 12 ( ) AND LOT 13 ( ) OF BLOCK 107 ( ), SUBDIVISION 1, ACCORDING TO THE OFFICIAL PLAT OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, IN



BY THE SAID GRANTOR MORTGAGE EXECUTED BY CLAIR T. BURWELL AND VIRGINIA P. BURWELL TO FIRST NATIONAL BANK OF PHOENIX, ARIZONA, DATED AUGUST 10, 1965, RECORDED AUGUST 10, 1965



Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property nor as tenants in common.

Dated this 7th day of June, 1966.

Accepted and approved:

*Alford B. Musgrave and Marilyn L. Musgrave*  
ALFORD B. MUSGRAVE and MARILYN L. MUSGRAVE  
Grantees

CLAIR T. BURWELL  
*Clair T. Burwell and Virginia P. Burwell*  
CLAIR T. BURWELL and VIRGINIA P. BURWELL  
Grantors

STATE OF ARIZONA }  
County of GILA }

This instrument was acknowledged before me this 7th day of JUNE, 1966, by CLAIR T. BURWELL AND VIRGINIA P. BURWELL, HIS WIFE:  
*Louise Dehner*  
Notary Public

My commission will expire 3-2-68

STATE OF ARIZONA }  
County of GILA }

This instrument was acknowledged before me this 7th day of JUNE, 1966, by ALFORD B. MUSGRAVE AND MARILYN L. MUSGRAVE, HIS WIFE:  
*Louise Dehner*  
Notary Public

My commission will expire 3-2-68

FORM 100-14-017, 6-65

STATE OF ARIZONA, County of Gila, ss:  
 I do hereby certify that the within instrument was filed and recorded at request of Keystone Realty, Inc.  
 Date June 7, 1966 Time 2:25 P. M. Docket 191 Official Records Page 315  
 Records of Gila County, Arizona.

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

DORIS PARKIN, County Recorder

287555

By Doris Parkin Recorder.

AGREEMENT

THIS AGREEMENT was made and entered into on the 12<sup>th</sup> day of July, 1960, between KEYSTONE REALTY, INC., an Arizona corporation, with offices at 7411 North Second Street, Phoenix, Arizona, LEONARD H. ORLOFF and JEPHA KING, both of Phoenix, Arizona, First Parties, and RAYMOND R. OLIVE, d/b/a PAYSON WATER COMPANY, of Payson, Arizona, Second Party,

A T T A C H M E N T

1. The First Parties are the owners or developers of the following described property:

- (a) INDIAN ALLOTMENT SURVEY NO. 656, embracing a portion of approximately Sections 17, 18 and 19 in Township 11 North, Range 10 East, of the G. & S. R. M., in Gila County, Arizona, containing 97.62 acres, more or less, patent recorded in Book 62 of Deeds at page 267, County Recorder's Records, Gila County, Arizona, upon which the subdivision known as East Verde Park is located.
- (b) Water System on East Verde Park, including the water system on the KING ADDITION to said East Verde Park, and ORLOFF PALISADES ADDITION to said East Verde Park.

2. The Payson Water Company holds a Certificate of Convenience and Necessity issued by the Arizona Corporation Commission for the delivery and use of water to the residents of said East Verde Park.

3. The Water System owned by First Parties consists of two wells, two pressure tanks, pumps, with all mains and laterals, together with the easements on Lot 51 and on Tract "C" where the wells are located.

4. The First Parties have agreed to sell, and the Second Party has agreed to purchase, all of said Water System for the sum of Fifteen Thousand Forty-six Dollars and Three Cents (\$15,046.03).

That for and in consideration of refundable advances in aid of the construction to be paid by the First Parties, the Second Party will construct certain additions and extensions to the water system in accordance with the plan attached to this agreement. The installations shall consist of the necessary two-inch pipe, including the valves and fittings.

5. The First Parties shall advance and pay for all additional water installations on that subdivision on per flat on the following basis:

The Second Party will pay to First Parties Thirty Cents (30¢) per foot for digging all normal trench and installing pipe. This price does not include blasting. Where blasting is required, the price per foot shall be One Dollar (\$1.00) in addition to the Thirty Cents (30¢) above mentioned. All two-inch valves will be installed at Five Dollars (\$5.00) each. There shall be no additional charge for installing two-inch fittings.

6. Second Party is not permitted to buy any material for additional water installations unless authorized by the First Parties in writing. The amount of money to be spent by First Parties for additional water installation to be added to the amount already spent by First Parties, which in this case is mentioned in Paragraph 5 as Fifteen Thousand Forty-six Dollars and Three Cents (\$15,046.03). When the system is completed and additional expenses by First Parties is added to the money already spent by First Parties, then that amount will constitute the sale price of this water system to Second Party. For example, take an entirely arbitrary figure that in order to complete the system of water installation on entire subdivision of East Verde Park, as well as Orloff Palisades subdivision and King subdivision, would cost to the First Party for labor and material, say Eight Thousand Dollars (\$8,000.00), then the cost of the water system on the

entire project Fifteen Thousand Forty-six Dollars and Three Cents (\$15,046.03) plus the additional Eight Thousand Dollars (\$8000.00) would be Twenty-three thousand Forty-six Dollars and Three Cents (\$23,046.03). That is the amount the Party of the Second Part is to pay to the Party of the First Part.

7. Upon the signing of this agreement First Parties shall pay to Second Party the sum of Two Hundred Twenty-one Dollars and Seventy-six Cents (\$221.76), which amount represents the difference between Four Hundred Fifty-Dollars (\$450.00) which First Parties are indebted to Second Party in the construction of the above mentioned Water System, from which is deducted the sum of Two Hundred Twenty-eight Dollars and Twenty-four Cents (\$228.24), which represents twenty per cent (20%) of the total gross receipts received by Second Party from said Water System through Decer. 31, 1989.

8. In order to keep accounts between the parties at all times clear so that First Parties may be able to check them, the yearly reports of the receipt of the monies by the Second Party from the customers is to be part of this contract starting from the report already submitted by Second Party before signing this contract. It is necessary to do this because the customers of Second Party are paying their fees at different and irregular times and not on regular dates. Having these reports, the First Parties can always check how much money will be due to First Parties.

9. Payments by the First Party for labor performed by second Party in the installation and completion of the water system at East Verde Park shall be made as follows:

- (a) No billing for labor performed by Second Party shall exceed \$500, Five Hundred Dollars in any one month, except that the First Parties may order, in writing, a larger amount of labor performed if the necessity may so require.
- b) Labor in excess of Five Hundred Dollars (\$500.00) per month, except when ordered in writing by First Parties, shall be billed the month following that in which the labor is performed.



(c) Statements shall be mailed to Keystone Realty, Inc., 7211 North 2nd Street, Phoenix, Arizona, on approximately the first of each month for labor performed the previous month, and shall be payable to the second party by the fifteenth day of the month in which the statement is received.

(d) All installations of pipe and fitting of the water system shall meet the standards and requirements of the Arizona State Department of Health.

10. Should the Second Party desire to install pipe larger than those specified on the plat approved by the Arizona State Department of Health, then any additional costs of the larger pipe shall be the responsibility of the Second Party. The line on Helen Drive, which is approximately 625 feet, shall be the last line finished, except that in case of demand this line may be finished at an earlier date.

11. The First Parties shall grant to Second Party a perpetual easement on the east fifty (50) feet of Tract "B" to permit Second Party to place a storage tank or dig an additional well on such tract. This easement shall not, however, be used by Second Party for storage of material or for a shop in connection with the Utility Company.

First Parties shall grant to Second Party an easement across Tract "G" to lay the necessary pipe.

First Parties shall grant to Second Party an easement for the purpose of laying and maintaining its pipe in ORLOFF

PALISADES as follows:

The South Eight (8) feet of Lots One (1), Two (2) and Three (3); the North eight (8) feet of Lots Eleven (11) and Twelve (12); the West Eight (8) feet of Lot Eleven (11); and the East eight (8) feet of Lot Twelve (12).

First Parties shall grant to Second Party a perpetual easement to maintain the well on Lot Forty-one (41) of East Verde Park and to have ingress and egress for maintenance of said well.

First Parties shall give an easement to Second Party Tract "C" of East Verde Park, during the period of this contract, and shall place in escrow a warranty deed to Tract "C" of East



Verde Park, to be delivered to the Second Party when the final payment is made on this contract.

12. The Water System shall be maintained at the expense of the Second Party and, so shall provide water and services as required by the Arizona Corporation Commission and the State Health Department.

13. Water furnished by the Second Parties shall be used for domestic or commercial consumption. Water shall not be used for irrigation, or other purposes, except and only in available in sufficient quantity without interfering with regular domestic or commercial consumption of the area served. The water may be used to sprinkle lawns, drive ways, or general water furnished for fire protection and for other uses. A separate connection shall be made for each additional domestic or commercial use, and shall be located on the lot to which it is connected.

14. The Second Parties shall be responsible for the delivery of water to the building at the office for the maintenance of an office for the building. This building may be used for the office, or when the building is used for other purposes, the office.

15. All pipe, fittings, valves, and connections with and extending to the Second Party.

16. The terms of this contract shall be as follows:

(a) Twenty percent of the total annual revenue from water sales for the period described in paragraph 7 above for a period of twenty years, provided that in any event if all payments made to the First Parties pursuant to this contract have not been refunded or paid by the end of the twenty (20) years period, then, in such event, the balance of the advance made hereunder shall be refunded on or before the last day of February in the calendar year following the expiration of the twenty (20) years period. The aggregate

refunds made hereunder shall in no event exceed the total of the refunds advanced in all of the construction work pursuant to this contract. The Second Party is given the option at any time within the twenty year period to refund in full the difference between the amount that has already been received or paid to the First Party and the total of purchase price or advance paid of construction pursuant to this contract.

The "Property" shall be considered a lot upon which stands a family residence or a business building for same erected and on which the Second Party, the lessor, occupies same.

The "Property" shall be owned by the Second Party and the First Party shall have no interest in the same. The Second Party shall have the right to sell, lease, mortgage, or otherwise dispose of the "Property" at any time and from time to time.

It is the intention of the parties to this contract that the Second Party shall have the right to sell, lease, mortgage, or otherwise dispose of the "Property" at any time and from time to time.

The Second Party shall have the right to sell, lease, mortgage, or otherwise dispose of the "Property" at any time and from time to time.

The Second Party shall have the right to sell, lease, mortgage, or otherwise dispose of the "Property" at any time and from time to time.

The Second Party shall have the right to sell, lease, mortgage, or otherwise dispose of the "Property" at any time and from time to time.

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stoppage of water delivery to the lot owners on the subdivisions. That also would mean that any privileges on easements or deed during the life of the contract, or during the contract agreement given to Second Party should also be null and void.

18. The First Parties understand that the Arizona Corporation Commission has approved the following:

(a) It is understood that the advance in aid of construction covered by this agreement does not include any meters or their installation in the area located.

(b) The Second Party has no obligation to install the consumer's service line from the meter into the consumer's premises. This charge is to be met entirely by the consumer. Where any change in meter location is requested after the Second Party has installed its service line, the Second Party will bear the additional cost of labor and material in changing the meter location. This charge to be met entirely by the consumer and the First Parties.

19. The First Parties shall be responsible to have their accounts inspected by the Second Party as they pertain to water accounts at the Verde Park Development, and such inspection is not to interfere with the business of the Second Party.

20. The Parties hereto agree that all instruments to be furnished pursuant to the provisions of this agreement shall be executed and delivered at the time this contract is executed.

21. This agreement shall be null and void unless the same shall be approved in writing by the Arizona Corporation Commission.

22. This agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. All of the parties hereto have set their hands the day and year first above written.

Approved for Filing  
MEMO DATED  
JUL 15 1908  
J. C. Corbett  
Director of Utilities

Edward B. O'Connell  
Edward B. O'Connell  
Edward B. O'Connell

Joseph P. O'Connell  
First Parties

ATTEST:  
Martha E. Sullivan

By: [Signature]

# Quit-Claim Deed

THIS INDENTURE Made the 11<sup>th</sup> day of March 1966  
between St ve D. Medlock and Mathleen Medlock, husband and wife  
Grantor # and Glen J. and/or Joann Redford

WITNESSETH: That the said grantor<sup>B</sup> for and in consideration of the sum of Ten dollars and other consideration DOLLARS  
to be cash in hand paid by the said grantees<sup>B</sup> the receipt whereof is hereby confessed and acknowledged, ha<sup>VO</sup> released and quit-claimed, and by these presents do hereby release and quit-claim unto the said grantees<sup>B</sup> and to their heirs and assigns forever, all the right title, interest claim and demand which the said grantor<sup>B</sup> ha<sup>VO</sup> in and to the following described property situated in the County of Gila and State of Arizona, to-wit:

Lot 11 and 12, Block 15, EAST GLOBE ADDITION  
according to the Map on record in the office of the County  
Recorder of Gila County, Arizona

Subject to the reservations and restrictions running  
with the land,

TO HAVE AND TO HOLD the same together with all the appurtenances thereto belonging to the grantees and their heirs and assigns forever  
IN WITNESS WHEREOF the said grantors have hereunto set their  
hand 9<sup>th</sup> the day and year first above written.

*Stella Medlock*

STATE OF ARIZONA  
County of Gila

On this the 11<sup>th</sup> day of March 1966, before me,  
the undersigned Notary Public, personally appeared  
Stella Medlock  
known to me (or satisfactorily proven) to be the  
person whose name subscribed to the within instrument and acknowledged that she  
executed the same for the purposes therein contained.  
In witness whereof I hereunto set my hand and official seal.

My commission expires 1-19-65  
*Mary V. DePoe*  
Notary Public

STATE OF ARIZONA, County of Gila, ss:  
I do hereby certify that the within instrument was filed and recorded at request of Glen J. Redford  
Date June 7, 1966 Time 2:50 P. M. Docket 191 Official Records Page 322  
Records of Gila County, Arizona.

WITNESSE my hand and official seal the day and year first above written.  
DORIS PARKIN, County Recorder  
By *Mary V. DePoe* Deputy.

My commission expires \_\_\_\_\_ Notary Public.

# Quit-Claim Deed

THIS INDENTURE, Made the 22 day of March, 1966,  
 between [Name] [Address] [City, State, Zip]  
 Grantor and [Name] [Address] [City, State, Zip]  
 Grantee

WITNESSETH: That the said grantor, for and in consideration of the sum of [Amount] DOLLARS  
 to [Name] in hand paid by the said grantee, the receipt whereof is hereby con-  
 fessed and acknowledged, has, released and quit-claimed, and by these presents do  
 release and quit-claim unto the said grantee, and to his heirs and assigns forever,  
 all the right, title, interest, claim and demand which the said grantor has in and to  
 the following described property situated in the County of [County] and  
 State of Arizona, to-wit:

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto be-  
 longing, to the grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, the said grantor has hereunto set  
 hand the day and year first above written.

*[Handwritten Signature]*

STATE OF ARIZONA

County of

On this the 22 day of March, 1966, before me,

Therese Jeanne Bice, the undersigned Notary Public, personally appeared  
Doris Parkin

known to me (or satisfactorily proven) to be the

person whose name subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

My commission expires Oct 9, 1968 Therese Jeanne Bice Notary Public

STATE OF ARIZONA

County of

On this the day of 19 before me,

the undersigned Notary Public, personally appeared

known to me (or satisfactorily proven) to be the

person whose name subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

My commission expires Notary Public

Quit Claim Deed

State Form

FROM

TO

Dated 19

STATE OF ARIZONA

County of Gila

I hereby certify that the within instrument was filed and recorded as

request of PAT MORGAN

June 7th, A.D., 1966

at 3:00 o'clock P. M.

in Document 191

Book 323

Notary Public and official seal  
to have and hold forever.

DORIS PARKIN,

Notary Recorder

Mary J. Parkin  
County Recorder

8350 Pat Morgan  
360 Pat Morgan  
No. 287557  
M. J. Parkin

When Recorded  
Mail To:

Beaver Valley Improvement Association  
PO Box 594  
Payson, AZ 85541



Caption Heading: QUIT CLAIM DEED

**DO NOT REMOVE**

**This is part of the official document**



When Recorded  
Mail To:

Beaver Valley Improvement Association  
PO Box 594  
Payson, AZ 85541

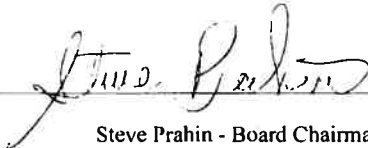
### QUIT CLAIM DEED

For valuable consideration, **WATER WHEEL FIRE & MEDICAL DISTRICT** ("Grantor") hereby quit claims to **BEAVER VALLEY IMPROVEMENT ASSOCIATION** ("Grantee") all right, title, and interest of Grantor, if any, in that certain real property located in Gila County, Arizona and legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with all interests, privileges and easements appurtenant thereto and any and all improvements located thereon, subject to any and all matters of record.

Pursuant to ARS 11-1134 B(13), no Affidavit of Real Property Value is required.

Dated as of September 13, 2018.

"GRANTOR"  
WATER WHEEL FIRE & MEDICAL DISTRICT

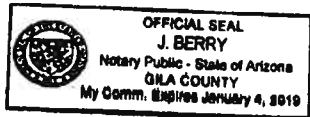
By:   
Steve Prahin - Board Chairman


STATE OF ARIZONA        )  
  ) ss.  
County of Gila            )

The undersigned, a Notary Public of the aforementioned County and State, hereby certifies that

Steve Prahin, who is either known to me or has provided legally satisfactory verification of his/her identity, personally appeared before me this day and acknowledged that he/she executed the foregoing Quit Claim Deed.

Witness my hand and notarial seal this 13<sup>th</sup> day of September, 2018



  
Notary Public



**When Recorded**  
**Mail To:**

Beaver Valley Improvement Association  
PO Box 594  
Payson, AZ 85541

2018-010922 OCD Page: 3 of 3  
10/19/2018 11:31:38 AM Receipt # 18-0343  
Rec Fee \$15.00 Beaver Valley Improvement Association  
Gila County, Az, Sadie Jo Bingham, Recorder



**EXHIBIT "A"**

That part of Tract B in the sub-division of Beaver Valley Estates, as recorded on Map 331, records of Gila County, Arizona, described as follows:

BEGINNING at the southwest corner of Tract B, a point common to Tract B AND Tract D AND Beaver Flat Road;

Then N28°28'50"E a distance of 125.23 feet;

Then S89°16'30"E a distance of 95.64 feet, to a point of cusp on the southwesterly right of way of Beaver Pond Circle;

Then along a curve to the right, concave to the northeast, having a radius of 276.19 feet and a central angle of 14°34'16", a distance of 70.24 feet, to a point of reverse curvature;

Then along a curve to the left, concave to the southwest, having a radius of 1094.88 feet and a central angle of 6°01'45", a distance of 115.21 feet, to a point of cusp;

Then S47°00"W a distance of 120.54 feet to a point of cusp on the northeasterly right of way of Beaver Flat Road;

Then along a curve to the right, concave to the southwest, having a radius of 627.00 feet and central angle of 7°10'46", a distance of 78.57 feet, to appoint of tangency;

Then along a curve to the right, concave to the west, having a radius of 150.00 feet and a central angle of 34°00'11", a distance of 89.02 feet to the POINT OF BEGINNING.

# Statement of Taxes Due

## GILA COUNTY TREASURER

Account Number R020383  
Assessed To

Parcel 30217048A  
BEAVER VALLEY IMPROVEMENT ASSOCIATION  
PO BOX 594  
PAYSON, AZ 85541

**Legal Description**

**Situs Address**

Section: 35 Township: 11, Range: 10E POR TRACT "B", BEAVER VALLEY ESTATES, PLAT 331, BEG MOST SLY COR TRACT "B"; TH N28D28'50"E, 125.23'; TH S89D16'30"E, 95.64'; TH NWLY ALG A RIGHT CURVE R= 276.19' & L=70.24'; TH ALG A REVERSE CURVE R=1094.88' L=115.21'; TH S47D00'W, 120.54'; TH SELY ALG A RI... Additional Legal on File

911 W BEAVER FLAT RD

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
<b>Tax Charge</b>						
2013	\$2,740.94	(\$2,740.94)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Tax Charge</b>						\$0.00
<b>Grand Total Due as of 07/31/2019</b>						<b>\$0.00</b>

Tax Billed at 2018 Rates for Tax Area 1014 - 1014

Authority	Tax Rate	Amount	Values	Actual	Assessed
Gila County	0.041900000	\$704.34	AG/VACANT	\$53,077	\$7,962
School Equalization	0.0047410000	\$79.70	LAND/NON-PROFIT- REAL PROPERTY AND IMPROVMENTS		
Payson Unified S.D. #10 Mai	0.0388050000	\$652.31			
Gila Community College	0.0095740000	\$160.94	AG/VACANT	\$58,986	\$8,848
Taxes Billed 2018	0.0950200000	\$1,597.28	LAND/NON-PROFIT- REAL PROPERTY AND IMPROVMENTS		
OrganizationalExemption		(\$1,597.28)	Value Exemption		
Net Taxes Billed for 2018		\$0.00	OrganizationalExemptio n		(\$7,962)
			OrganizationalExemptio n		(\$8,848)
			<b>Total</b>	<b>\$112,063</b>	<b>\$16,810</b>

Tax Billed at 2018 Rates for Tax Area 1014 - 1014

Authority	Tax Rate	Amount	Values	Actual	Assessed
Water Wheel Fire & Medical	0.0315000000	\$529.51	AG/VACANT	\$53,077	\$7,962
Fire District Assist Fund	0.0010000000	\$16.81	LAND/NON-PROFIT- REAL PROPERTY AND IMPROVMENTS		
Gila County Library Distric	0.0024250000	\$40.76			
NAVIT	0.0005000000	\$8.40	AG/VACANT	\$58,986	\$8,848
Payson Unified S.D.#10 Debt	0.0119330000	\$200.59	LAND/NON-PROFIT- REAL PROPERTY AND IMPROVMENTS		
Payson Unified S.D.#10 Over	0.0051360000	\$86.34	Value Exemption		
Taxes Billed 2018	0.0524940000	\$882.42	OrganizationalExemptio n		(\$7,962)
OrganizationalExemption		(\$882.42)	OrganizationalExemptio n		(\$8,848)
Net Taxes Billed for 2018		\$0.00	<b>Total</b>	<b>\$112,063</b>	<b>\$16,810</b>

Make payment to:  
Gila County Treasurer P.O. Box 1093 Globe, AZ 85502 (928)402-8702

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, Beaver Valley Improvement Association, an Arizona corporation hereinafter called "Grantor" do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement SIX (6) feet in width, to construct, operate and maintain ELECTRIC lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

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

Tract "B", Beaver Valley Estates, per Map #331, recorded in the Office of the County Recorder of Gila County, Arizona.

Docket 369 Page 330 and Docket 230 Pages 205-206

The centerline of this easement is described as follows:

Commencing at a point common to Tract "B" and Tract "D" and the Northeasterly right-of-way line of Beaver Flat Road; THENCE in a Northwesterly direction on a curve (along the right-of-way line of Beaver Flat Road) with a central angle of 68°55' and a radius of 150 feet, a distance of 87 feet to the (TRUE POINT OF BEGINNING) of this easement; THENCE North 63°14' East a distance of 20 feet.

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 doll 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.

Beaver Valley Improvement Association

Dated: 12-1-87

By: X Lee H. Baker

WITNESS:

Kinds Hansen

Title: President, BVIA

STATE OF Arizona }  
County of Maricopa } ss.

This instrument was acknowledged before me this 1 day of Dec, 1987

by Lee H. Baker (Name)

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

My Commission Expires: April 3, 1988

Mary Dagen  
Notary Public

DE 11 101 A + ENU -  
10  
2 4 55 7849

557047

STATE OF ARIZONA, County of Gila, ss:  
I do hereby certify that the within instrument was filed and recorded at request of Arizona Public Service.

Date Dec. 16, 1987 Time 1:00 P.M., Docket 722 Official Records Page 5 720 & 721  
Records of Gila County, Arizona.

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

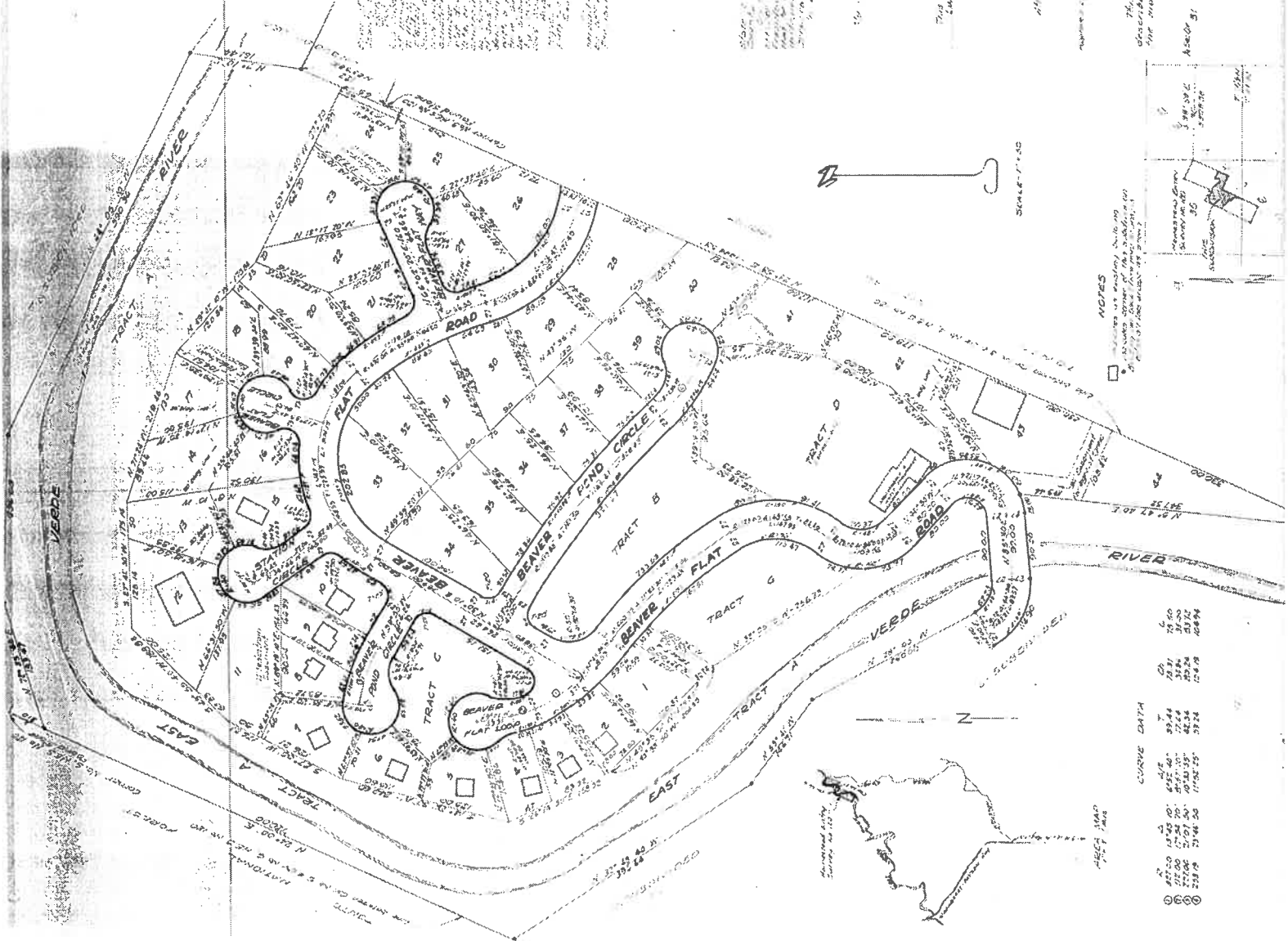
MARY V. DE PAOLI, County Recorder

By *Budgette Claffrey*, Deputy.

STATE OF ARIZONA  
 DEPARTMENT OF LAND AND WATER  
 DIVISION OF LAND RECORDS  
 PHOENIX, ARIZONA  
 FILE NO. 12335

**BEAVER VALLEY ESTATES**  
 A SUBDIVISION OF A PORTION OF  
 HOMESTEAD ENTRY SURVEY NO. 120  
 SITUATED IN A PORTION OF  
 SECTION 35  
 T14N. R. 10E (UNRESERVED) S15R01M  
 GILA COUNTY, ARIZONA

HOLMQUIST ENGINEERS, INC.  
 JOB NO. 12335, SCALE 1" = 50' AMP 16 P. 10403



DEDICATION

I, the undersigned, do hereby dedicate to the public use of the State of Arizona the following described land, to-wit:

That certain portion of the Homestead Entry Survey No. 120, situated in a portion of Section 35, Township 14 North, Range 10 East, (Unreserved) S15R01M, Gila County, Arizona, containing approximately 1.5 acres, more or less, as shown on the attached plat, which is a portion of the land owned by the undersigned.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 15th day of April, 1965.



STATE OF ARIZONA  
 DEPARTMENT OF LAND AND WATER  
 DIVISION OF LAND RECORDS  
 PHOENIX, ARIZONA  
 FILE NO. 12335

ACKNOWLEDGMENT

I, the undersigned, do hereby acknowledge the foregoing dedication of the above described land to the public use of the State of Arizona, as shown on the attached plat, which is a portion of the land owned by the undersigned.

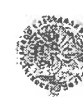
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 15th day of April, 1965.



STATE OF ARIZONA  
 DEPARTMENT OF LAND AND WATER  
 DIVISION OF LAND RECORDS  
 PHOENIX, ARIZONA  
 FILE NO. 12335

APPENDIX

This map of Beaver Valley Estates was prepared by Holmquist Engineers, Inc., on the 15th day of April, 1965.



HOLMQUIST ENGINEERS, INC.  
 CIVIL ENGINEERS  
 PHOENIX, ARIZONA

Approved by the State Surveyor and Acting Commissioner of the State of Arizona, this 15th day of April, 1965.

NOTICE: This is to certify that the above described plat and subdivision of the premises described and plotted herein was made under my direction during the month of April, 1965.



STATE OF ARIZONA  
 DEPARTMENT OF LAND AND WATER  
 DIVISION OF LAND RECORDS  
 PHOENIX, ARIZONA  
 FILE NO. 12335

Notary Public  
 State of Arizona



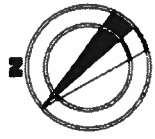
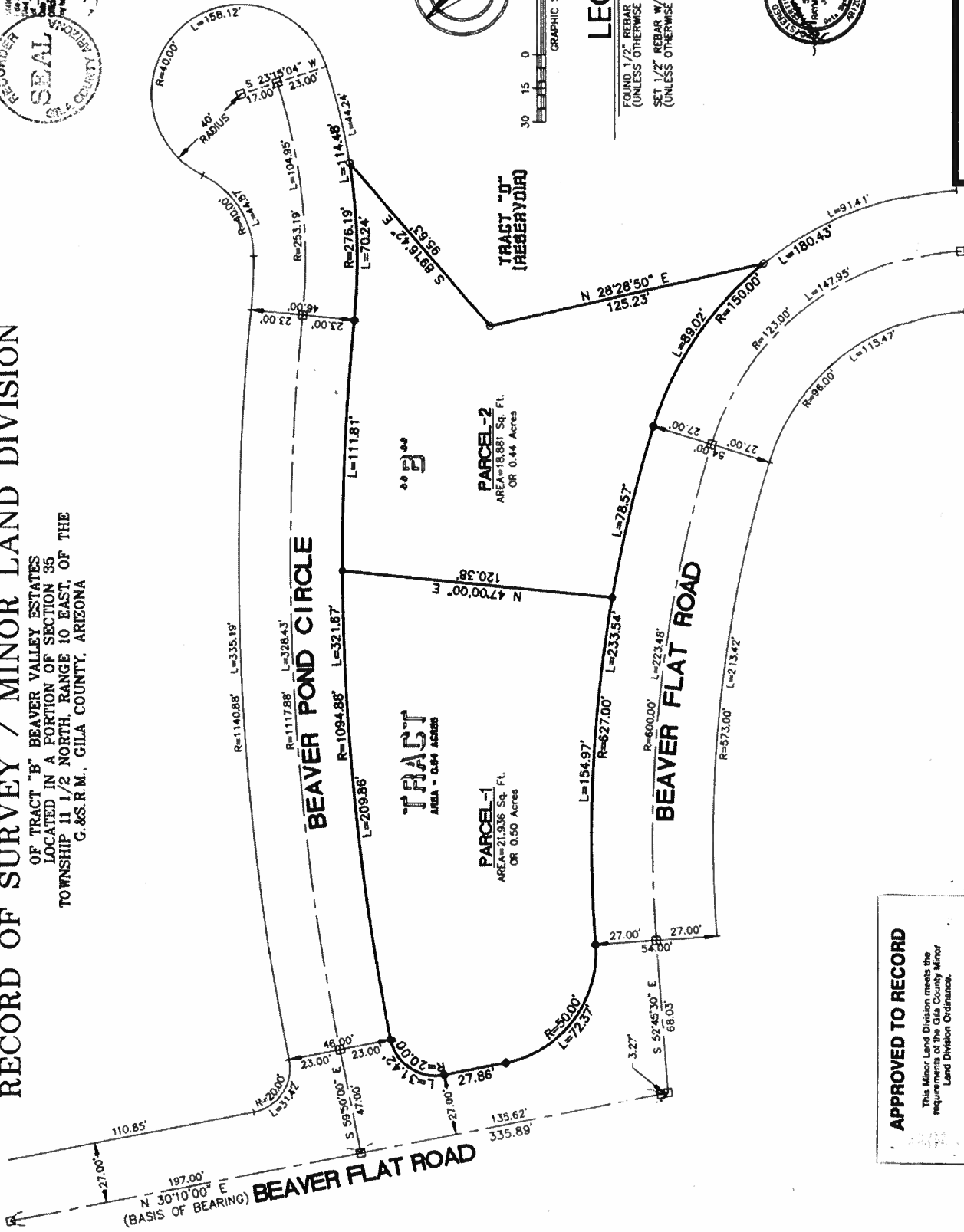
1662

# RECORD OF SURVEY / MINOR LAND DIVISION

OF TRACT "B" BEAVER VALLEY ESTATES  
LOCATED IN A PORTION OF SECTION 35  
TOWNSHIP 11 1/2 NORTH, RANGE 10 EAST, OF THE  
G. & S. R.M., GILA COUNTY, ARIZONA



State of Arizona, County of Gila ss:  
I, **Ray Jones**, Surveyor,  
do hereby certify that the within instrument was  
properly recorded in the public records of this  
County on this **12th** day of **December**,  
**1998** at **11:15** A.M. in **Book 273**,  
Page **117**, of the **Public Records** of this  
County. My commission expires on **12/31/2000**.  
I, **Phonda Salinas**, Deputy  
**1998 20142**



## LEGEND

- FOUND 1/2" REBAR (UNLESS OTHERWISE NOTED)
- SET 1/2" REBAR W/TAG LS #5713 (UNLESS OTHERWISE NOTED)



**APPROVED TO RECORD**  
This Minor Land Division meets the requirements of the Gila County Minor Land Division Ordinance.

PERMIT NO. **MLD 98-98** DATE **12-18-98**

*Phonda Salinas*  
GILA COUNTY COMMUNITY DEVELOPMENT DIVISION

**RJS RAY JONES SURVEYING**  
400 East Tyler Parkway  
Poyson, AZ 85541  
Phone: (520) 474-4004

JOB NO: 96032 DATE: 10/23/98  
SCALE: 1" = 30' SHEET: 1 OF 1

1662

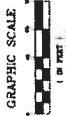
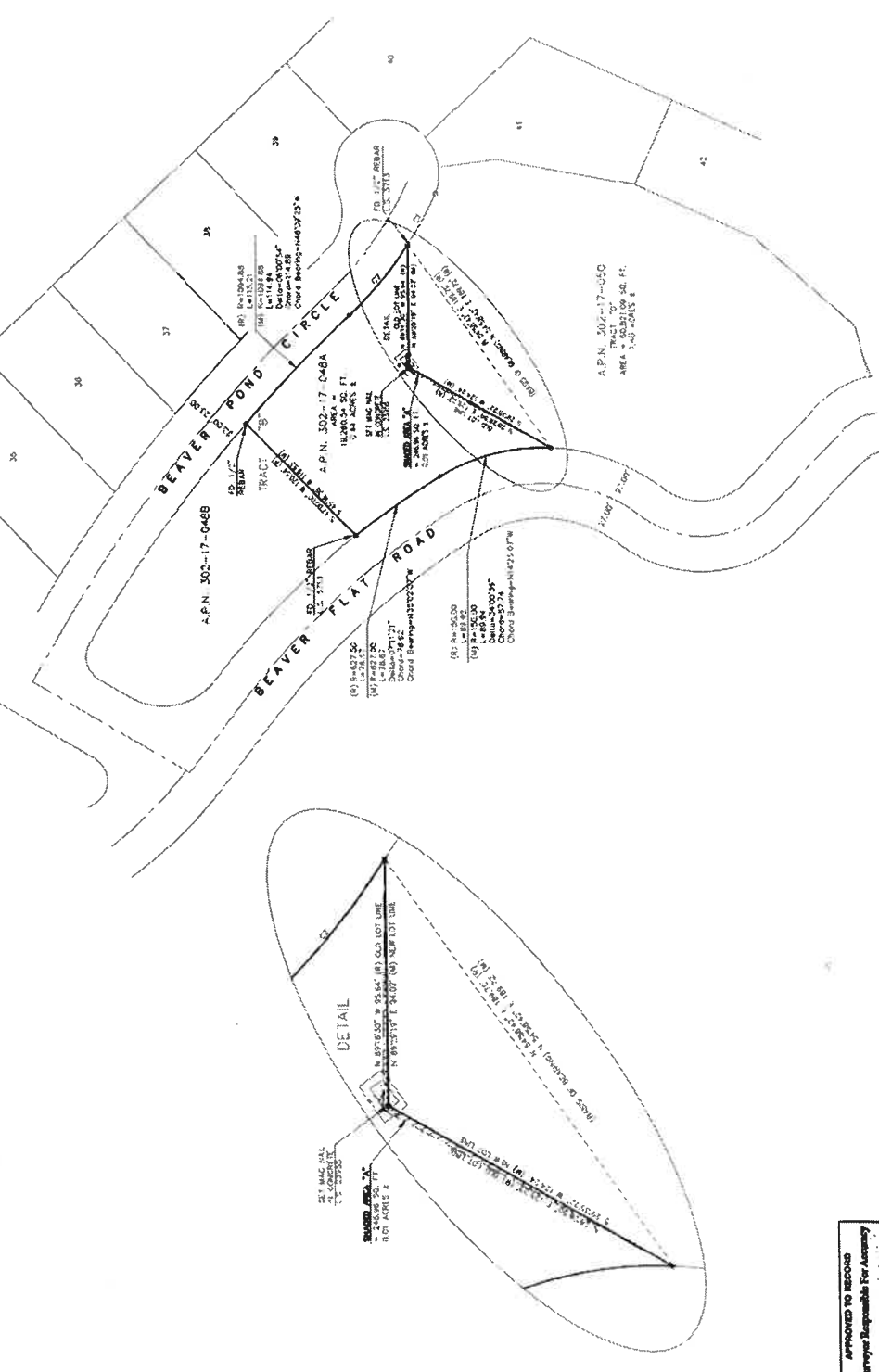
2831

# RECORD OF SURVEY - LOT LINE ADJUSTMENT

OF A PORTION OF TRACT 787, BEAVER VALLEY ESTATES, UNIT ONE, MAP NO. 353, GILA COUNTY RECORDS, LOCATED IN THE SE 1/4, SECTION 35, TOWNSHIP 11-1/2 NORTH, RANGE 10 EAST OF THE GILA & SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA.

FOR: BEAVER VALLEY FIRE DISTRICT  
BY: J. BOY, E.T.D.  
PAVISO, AZ 85541

STATE OF ARIZONA, COUNTY OF GILA  
APPROVED AT THE REQUEST OF JAMES J. BOY, JR.  
JAMES J. BOY, JR., Surveyor  
BEAVER VALLEY FIRE DISTRICT  
1000 N. WILSON AVENUE, SUITE 100  
PAVISO, ARIZONA 85541  
RECORD NO. 2831  
DATE: 09/13/05



**NOTES**  
1. THIS SURVEY IS BEING RECORDED BECAUSE THE NEW MEASUREMENT WAS SET ON TRACTS 'B' AND 'D'.  
2. RECORD INFORMATION PER PLAT MAP NO. 353 AND THE DEED FOR TRACT 787, BEAVER VALLEY ESTATES, UNIT ONE, MAP NO. 353, GILA COUNTY RECORDS, IS BEING RECORDED IN FILE 1998 1102L.  
3. MEASURED ASSUMPTION: THIS SURVEY IS BEING RECORDED IN FILE 1998 1102L.  
4. CALCULATED INFORMATION: THIS SURVEY IS BEING RECORDED IN FILE 1998 1102L.  
5. UNLESS OTHERWISE NOTED:  
• = SET 1/2" REBAR #10/MS AS TAG L&A/1915L  
• = CONCRETE

### LEGEND

- (P) = RECORD INFORMATION PER PLAT MAP NO. 353 AND THE DEED FOR TRACT 787, BEAVER VALLEY ESTATES, UNIT ONE, MAP NO. 353, GILA COUNTY RECORDS, IS BEING RECORDED IN FILE 1998 1102L.
- (M) = MEASURED ASSUMPTION: THIS SURVEY IS BEING RECORDED IN FILE 1998 1102L.
- (C) = CALCULATED INFORMATION: THIS SURVEY IS BEING RECORDED IN FILE 1998 1102L.
- (U) = UNLESS OTHERWISE NOTED:  
• = SET 1/2" REBAR #10/MS AS TAG L&A/1915L  
• = CONCRETE

CHUCK LUNSON	BARBARA LUNSON	OPORD	OPORD	OPORD	OPORD
184.51	43.79	774.94	2007.31	41.95	8407.8747
100.21	43.84	274.98	2007.31	41.95	8407.8747
100.21	43.84	274.98	2007.31	41.95	8407.8747
100.21	43.84	274.98	2007.31	41.95	8407.8747

**CERTIFICATION**  
I, JAMES J. BOY, JR., Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as recorded in the public records of the State of Arizona, and that the same was made under my supervision and in my presence on the 13th day of September, 2005.



**NORTHSTAR SURVEYING**  
INCORPORATED  
1100 N. REDDIE HWY., SUITE B • PAVISO, ARIZONA 85541 • (520) 424-8844  
PROJECT NO. DA-2005

2831

APPROVED TO RECORD  
Surveyor Responsible For Accuracy  
9/13/05  
James J. Boy, Jr.  
Surveyor



4811

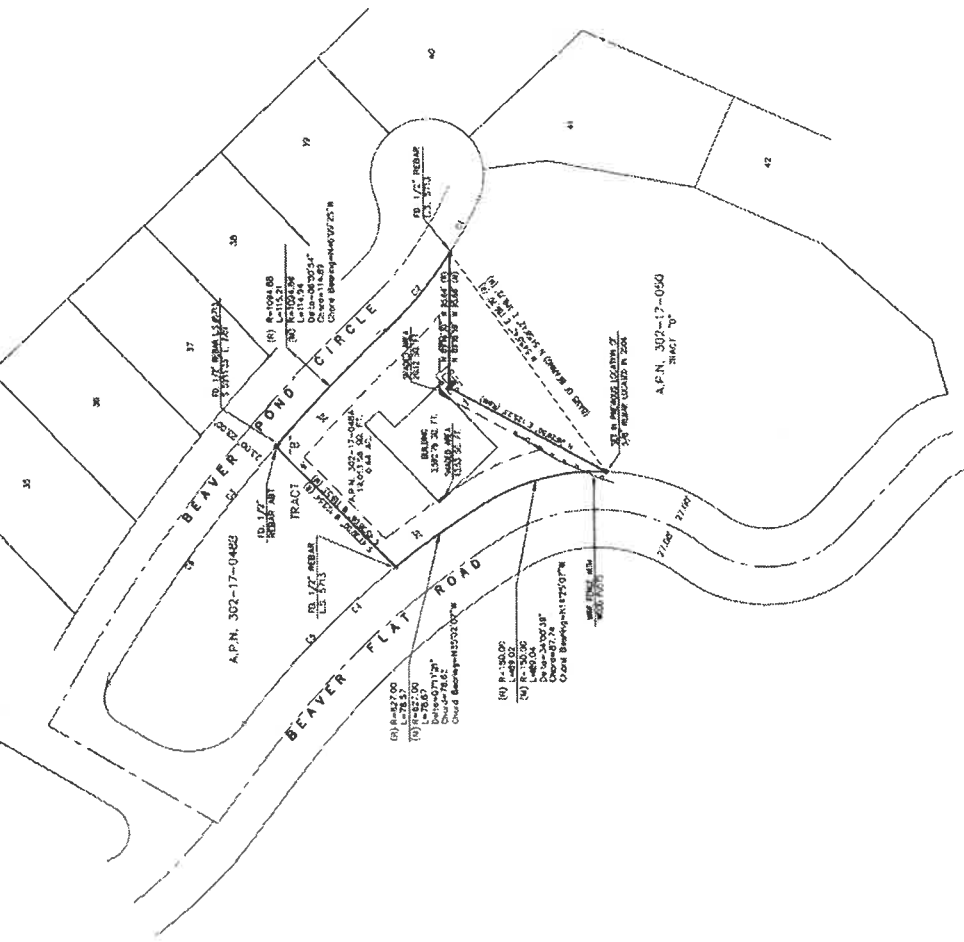
# RECORD OF SURVEY

OF THAT PARCEL DESCRIBED IN THE INSTRUMENT RECORDED IN FEE NO. 1998 11202, BEING A PORTION OF TRACT 'B', BEAVER VALLEY ESTATES, UNIT ONE, MAP NO. 333, GILA COUNTY RECORDS, LOCATED IN THE 3E 1/4, SECTION 35, TOWNSHIP 11N-1/2 NORTH, RANGE 10 EAST OF THE GILA & SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA.

FOR: WATER WHEEL FENCE AND MEDICAL DISTRICT  
DANIEL N. HODSON  
PAYSON, AZ 85541

APPROVED TO RECORD  
DATE: 10-21-2017  
By: *[Signature]*  
GILA COUNTY COUNTY CLERK/REGISTRAR

State of Arizona, County of Gila  
I, the undersigned, County Clerk of Gila County, Arizona, do hereby certify that the within instrument was filed for record in the office of the Registrar of Gila County, Arizona, on this 21st day of October, 2017.  
Date: 10-21-2017 Time: 11:24:30 AM Page No. 4811  
I have verified the instrument and the same appears to be correct and in accordance with the laws of the State of Arizona.  
By: *[Signature]* Clerk County Registrar



- NOTES**
- CURRENT ZONING = O1
  - THIS SURVEY IS BEING RECORDED BECAUSE THE DIMENSIONAL STANDARDS FOR THIS INSTRUMENT WERE ALSO SET ON TRACTS 'B' AND 'C'.
  - THE SHARDED AREAS ARE CORNERS OF THE TOTAL BUILDING SQUARE FOOTAGE.
  - THE NEED RECORDED IN FEE# 1998 11202 DOES NOT CLOSE THIS SURVEY BECAUSE OF THE BEARING ON THE NEIGHBORING DATE (19-09-2010) 40.
- LEGEND**
- (R) = RECORDED INSTRUMENT FOR PLAT MAP NO. 333 AND THE OUEL 108
  - (A.P.N.) = A.P.N. 302-17-0462A IN THE DOCUMENT RECORDED IN FEE# 1998 11202
  - (B) = RECORDED INSTRUMENT, THIS SURVEY
  - (C) = FOUND SURVEY REBAR MONUMENT
  - (S) = SURVEY POINT
  - (A.B.T.) = ADJUSTED BEARING AND TOPGANG POINT RELS 123955
  - (V) = VERTICAL CURVE
  - (D) = DITCH
  - (F) = FENCE
  - (B) = BUILDING EXTERIOR LINE
  - (S) = BUILDING SETBACK LINE

COURSE	LENGTH	BEARING	AREA	PERIMETER	PERCENT	CHECK	REMARKS
1	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
2	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
3	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
4	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
5	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
6	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
7	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
8	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
9	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
10	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
11	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
12	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
13	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
14	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
15	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
16	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
17	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
18	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
19	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
20	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
21	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
22	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
23	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
24	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
25	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
26	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
27	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
28	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
29	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
30	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
31	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
32	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
33	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
34	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
35	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
36	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
37	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
38	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
39	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
40	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
41	10.15	S 89° 15' 00" E	101.50	101.50	100.00		
42	10.15	S 89° 15' 00" E	101.50	101.50	100.00		

**CERTIFICATION**  
I, the undersigned, County Clerk of Gila County, Arizona, do hereby certify that the within instrument was filed for record in the office of the Registrar of Gila County, Arizona, on this 21st day of October, 2017.

DATE: 10/21/2017  
PROJECT NO. 04-208  
PROJECT NO. 17-109

4811

**EXHIBIT "B"**

When recorded mail to:

Beaver Valley Improvement Assoc.  
P. O. Box 594  
Payson AZ 85547

Gila County, AZ  
Linda Haught Ortega, Recorder  
05/26/2004  
12:34PM  
Doc Code: CD

Doc Id: 2004-008311  
Receipt #: 24598  
Rec Fee: 13.00

BEAVER VALLEY



Gila County, AZ

CD

2004-008311

Page: 1 of 5

05/26/2004 12:34P

13.00

## CORRECTING DEED

THIS CORRECTING DEED IS EXECUTED AND RECORDED to memorialize certain omissions from that certain Quit Claim Deed executed by the BEAVER VALLEY IMPROVEMENT ASSOCIATION (BVIA), an Arizona Corporation, in favor of the BEAVER VALLEY FIRE DISTRICT (BVFD), said Quit Claim Deed having been dated July 13, 1998 and recorded in the office of the Gila County Recorder on July 22, 1998 as Document Number 1998-11202.

The following agreements between the BVIA and BVFD were inadvertently omitted from the above-referenced Quit Claim Deed, which agreements between the Parties formed an essential portion of the consideration for the subject transfer of property. By their signatures below, the parties hereby memorialize, restate and record those agreements through this Correcting Deed.

As express terms of the transfer of the subject property, as was voted on and approved by the membership of the BVIA and was known to the BVFD Board at the time, the BVIA and BVFD hereby confirm their agreement as follows:

- (1) The subject property shall be used for the purpose of locating & maintaining a fire station on the site. Further, if the BVFD ever ceases to exist or is dissolved the above-described property and the improvements and fixtures on it shall revert to the ownership of the BVIA.
- (2) The Fire Station will be a "joint use" facility in that the BVIA will be able to use it as a site for monthly Board meetings, Annual Membership meetings and for other BVIA functions as may be planned. BVFD agrees to permit said usage with the stipulation that the dates and times are subject to BVFD approval for the purpose of eliminating schedule conflicts. In addition, the following notice requirements shall apply:
  - a) BVIA shall give BVFD written notice 30 days in advance to said usage and state the purpose for the usage.
  - b) In cases where there is a conflict with a date or time, BVFD will notify BVIA of the conflict within 10 days of receipt of the BVIA notice.
- (3) The above declarations evidence the express intent of the parties.

Further, in this agreement, references to BVIA and BVFD shall be construed as referring to those parties and to those parties' heirs, successors and assigns. The agreements and restrictions described herein shall continue indefinitely, run with the land conveyed, and shall bind, and shall also inure to the benefit of, the heirs successors and assigns of the respective parties.

Still further, BVIA and BVFD understand and agree that if any condition or restriction in this instrument, or any part of any such condition or restriction, is held by a court of competent jurisdiction to be invalid or void, that this shall in no way affect any other condition or restriction in this instrument.


This instrument is exempt from the requirements of A.R.S. 11-1131 et seq. Pursuant to A.R.S. 11-1134(B)(2).

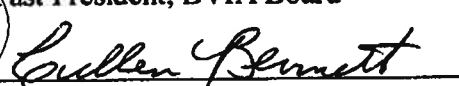
The individuals executing this Correcting Deed on behalf of the parties hereby warrant that they have been granted the authority to execute this instrument for the purposes herein contained.

DATED this 24~~th~~ day of MAY, 2004.

BEAVER VALLEY IMPROVEMENT  
ASSOCIATION (BVIA)

  
Jerry L. Nicholas  
President, BVIA Board

  
Sue Baker  
Past President, BVIA Board

  
Cullen Bennett  
Secretary, BVIA Board

BEAVER VALLEY FIRE  
DISTRICT (BVFD)

  
Larry Martin  
Chairperson, BVFD Board

  
Marion Geissel  
Clerk, BVFD Board

  
Ray Friesen  
Member, BVFD Board

2004-008311

Page: 2 of 5  
05/26/2004 12:34P  
13.00




CD  
Gila County, AZ

Unofficial Copy

STATE OF ARIZONA )  
 ) ss.  
County of Gila )

This instrument was acknowledged before me this 24 day of May, 2004 by Jerry Nicholas as President of the Beaver Valley improvement Association, an Arizona Corporation, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

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

 Notary Public State of Arizona  
Gila County  
Deborah L Sampson  
Expires January 20 2007

Deborah L Sampson  
Notary Public

My Commission Expires:


January 20, 2007

2004-003311  
Page: 3 of 5  
05/26/2004 12:34P  
13.00  
CD  
Gila County, AZ

STATE OF ARIZONA )  
 ) ss.  
County of Gila )

This instrument was acknowledged before me this 13<sup>th</sup> day of May, 2004 by Sue Baker, as Past President of the Beaver Valley improvement Association, an Arizona Corporation, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

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

 Notary Public State of Arizona  
Gila County  
Elaine Ann Carlton  
Expires August 19, 2004

Elaine Ann Carlton  
Notary Public

My Commission Expires:

August 19, 2004

UNOFFICIAL COPY



STATE OF ARIZONA )  
 ) ss.  
County of Gila )

This instrument was acknowledged before me this 22 day of May, 2004 by Gellan Bennett, as Secretary of the Beaver Valley improvement Association, an Arizona Corporation, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

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

Mary Ann Stolte  
Notary Public

My Commission Expires:

11-4-2007



STATE OF ARIZONA )  
 ) ss.  
County of Gila )

This instrument was acknowledged before me this 18 day of May, 2004 by Larry Martin, as Chairperson of the Beaver Valley Fire District, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

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

Notary Public State of Arizona  
Gila County  
Deborah L Sampson  
Expires January 20 2007

Deborah L Sampson  
Notary Public

My Commission Expires:

January 20, 2007

2004-008311  
Page: 5 of 5  
06/26/2004 12:34P  
13.00  
CD  
Gila County, AZ

**EXHIBIT "C"**

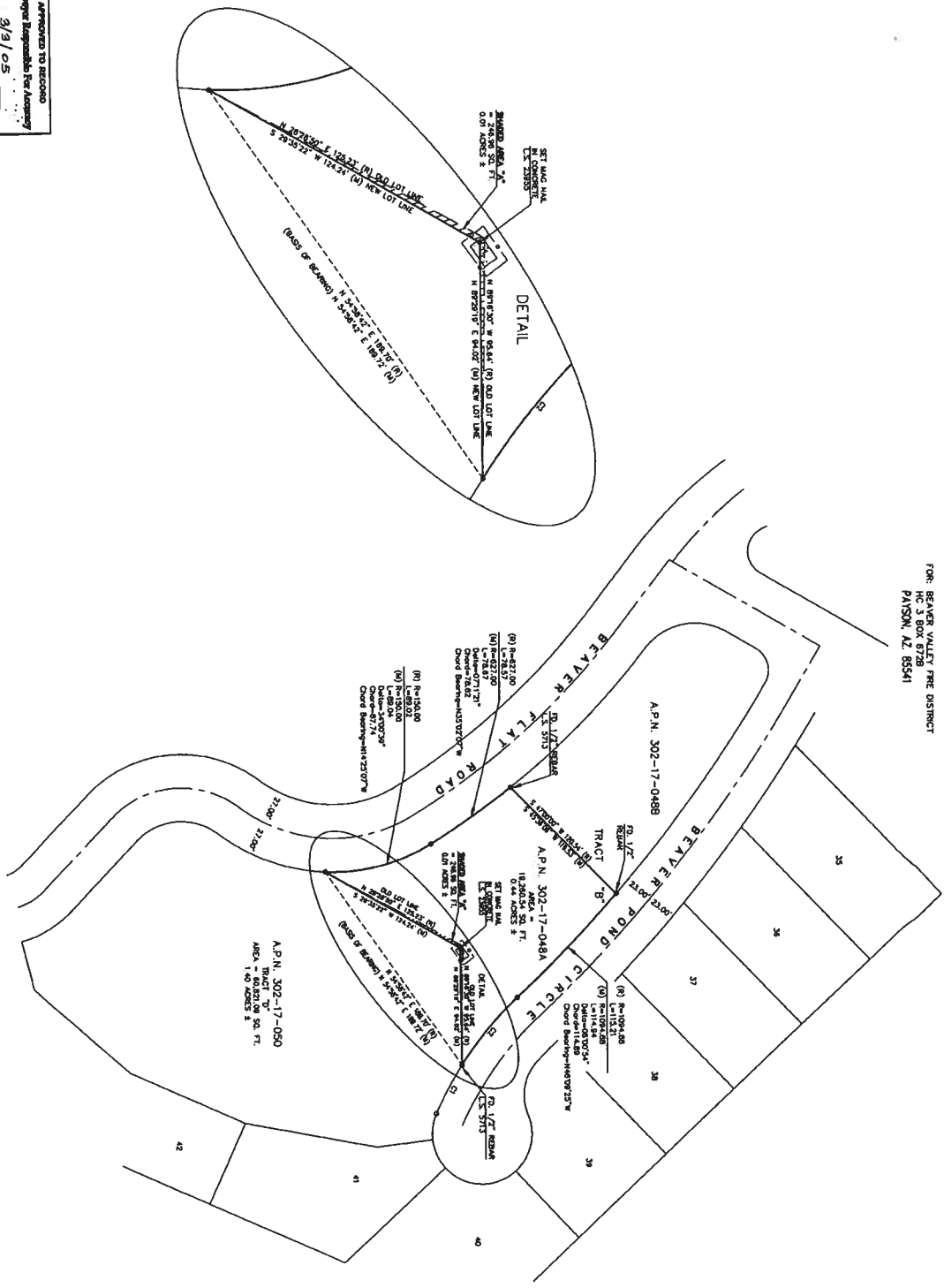


2831

# RECORD OF SURVEY - LOT LINE ADJUSTMENT

OF A PORTION OF TRACT 'B', BEAVER VALLEY ESTATES, UNIT ONE, MAP NO. 331, GILA COUNTY RECORDS,  
 LOCATED IN THE SE 1/4, SECTION 35, TOWNSHIP 11-1/2 NORTH, RANGE 10 EAST OF THE GILA & SALT RIVER MERIDIAN,  
 GILA COUNTY, ARIZONA.

FOR: BEAVER VALLEY FIRE DISTRICT  
 HC 3 BOX 9728  
 PANSON, AZ 85341



APPROVED TO RECORD  
 Beverly Espinosa for Agency  
 3/3/05  
 State of Arizona  
 SUPERVISOR OF RECORDS

STATE OF ARIZONA, COUNTY OF GILA  
 AMONG COUNTY RECORDS, BEAVER VALLEY ESTATES, UNIT ONE, MAP NO. 331, GILA COUNTY RECORDS, LOCATED IN THE SE 1/4, SECTION 35, TOWNSHIP 11-1/2 NORTH, RANGE 10 EAST OF THE GILA & SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA.  
 BEAVER VALLEY FIRE DISTRICT  
 HC 3 BOX 9728  
 PANSON, AZ 85341  
 2005-09-28 12:00 PM  
 SUPERVISOR OF RECORDS



NOTES  
 1. THE SURVEY IS BEING RECORDED BECAUSE ONE NEW MONUMENT HAS SET ON LOCUS 9 AND 3.

- LEGEND  
 (0) - RECORD INFORMATION PER SA-12 MAP NO. 331 AND THE DEED FOR A.P.N. 302-17-048A IN THE COUNTY RECORD IN FILE 1989 11202  
 (1) - RECORDED INFORMATION THIS SURVEY  
 (2) - FOUND 3/4" REBAR MONUMENT  
 (3) - SETTING OF BEARINGS FROM THE U.S. DEPT. OF THE INTERIOR  
 (4) - CHAIN LINK FENCE  
 (5) - CONCRETE

CHAIN LINK FENCE	BEARINGS	BEARINGS	BEARINGS	BEARINGS	BEARINGS
(0) 21	76° 24' 13"	126° 17' 21"	70° 05'	302° 23' 21"	
(0) 22	76° 24' 13"	126° 17' 21"	70° 05'	302° 23' 21"	
(0) 23	76° 24' 13"	126° 17' 21"	70° 05'	302° 23' 21"	

CERTIFICATION  
 This is to certify that this map, consisting of one (1) sheet, correctly represents a survey made under my supervision during the month of February, 2005.



**NORTHSTAR SURVEYING**  
 INCORPORATED  
 1100 N. BEAVER HWY., SUITE B PANSON, ARIZONA 85341 \* (520) 476-8646  
 PROJECT NO. 04-208

2831

**EXHIBIT "D"**

When Recorded  
Mail To:

Whispering Pines Fire District  
10603 N. Houston Mesa Rd  
Payson, AZ. 85541

2016-009698 RESL Page: 1 of 3  
10/19/2016 09:55:43 AM Receipt #: 16-7554  
Rec Fee: \$8.00 Whispering Pines Fire District  
Gila County, Az. Sadie Jo Bingham, Recorder



Caption Heading: RESOLUTION

**DO NOT REMOVE**

This is part of the official document



Unofficial Copy

When Recorded  
Mail To:

Whispering Pines Fire District  
10603 N. Houston Mesa Rd  
Payson, AZ 85541

2016-009698 RESL Page: 2 of 3  
10/19/2016 09:55:43 AM Receipt #: 16-7554  
Rec Fee: \$8.00 Whispering Pines Fire District  
Gila County, Az, Sadie Jo Bingham Recorder



### Resolution #2016/2017.005

A RESOLUTION OF THE WHISPERING PINES FIRE DISTRICT BOARD, THE CONSOLIDATION OF THE BEAVER VALLEY AND WHISPERING PINES FIRE DISTRICTS INTO ONE DISTRICT ENTITY EFFECTIVE JULY 1, 2017.

**WHEREAS:** The Beaver Valley Fire District, by resolution 16-01 passed on July 18, 2016 and presented to the Board of the Whispering Pines Fire District, has requested that consolidation into the Whispering Pines Fire District be considered:

(and)

**WHEREAS:** The Whispering Pines Fire District, by resolution 2016/2017.001 passed on August 6, 2016 has accepted the Beaver Valley Fire District request to consider consolidation:

(and)

**WHEREAS:** Both the Beaver valley Fire District and the Whispering Pines Fire District Boards of Directors have determined that this consolidation of the two Fire Districts would be in the best interests of the residents of both Districts and would promote the public health, comfort, convenience, necessity or welfare:

(and)

**WHEREAS:** Both the Beaver Valley Fire District and the Whispering Pines Fire District have each meet the requirements set forth in ARS 48-822 as they pertain to the Consolidation of Fire Districts and their respective Boards of Directors have voted to consolidate the two Fire District into one District entity:

#### NOW THEREFORE, BE IT RESOLVED:

The Whispering Pines Fire District Board hereby orders the following:

Having met the statutory requirements of ARS 48-822 for the consolidation of two or more Fire Districts into a single entity, that effective July 1, 2017 the two Fire Districts shall become one under the new name of the Water Wheel Fire & Medical District. On this date the Board of Directors of the Beaver Valley Fire District will be dissolved and all assets, liabilities and records shall be transferred to the custody of the newly formed Water Wheel Fire & Medical District.

This Resolution was adopted at a duly noticed meeting of the governing Board of the Whispering Pines Fire District by a unanimous vote of the Board on October 18, 2016.

Steven Prahin – Board Chairman:

Robert Hull – Board Clerk:

Chris Oberg – Board Treasurer:

Henry (Al) Kendall – Board Member:

Doyle Warner – Board Member:



**EXHIBIT "E"**



# WHEN RECORDED MAIL

BEAVER VALLER WATER  
BEAVER LAND LLC  
PO BOX 421  
PAYSON, AZ 85547



18-14972

## REDEMPTION CERTIFICATE

TREASURER'S OFFICE )  
County of Gila ) ss  
STATE OF ARIZONA )

I hereby certify that which the real estate hereinafter described situated in the County of Gila, and the State of Arizona, assessed to BEAVER VALLEY WATER CO MIKE DAVOREN and which was sold for delinquent taxes for the year or years 2016 Certificate Of Purchase No. 2018-07058 On the 16TH day of FEBRUARY, 2018, has this day been redeemed by BEAVER VALLEY WATER CO./BEAVER LAND LLC by the payment to me of the following sum of money \$ 4,981.68 being the amount due thereon as provided by law.

### Description of Property Redeemed

924-41-000

TOTAL VALUE OF OPERATING PROPERTY 302-17-050 8,913

FEE	\$	10.00
AMOUNT OF CERTIFICATE	\$	4,719.95
ACCRUED INTEREST ON CERTIFICATE	\$	251.73
TOTAL AMOUNT PAID	\$	4,981.68

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15TH day of JUEN, 2018.

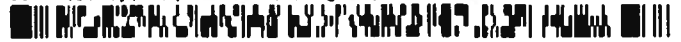
Debra Savage  
County Treasurer

DENISE COX  
Deputy County Treasurer



**EXHIBIT "F"**





When Recorded, Mail to:  
MICHAEL ARMSTAD  
211 W SADDLE LANE  
PHOENIX AZ 85541



### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That I/We, MICHAEL T DAVOREN,  
A SINGLE MAN, DBA BEAVER VALLEY WATER COMPANY, the  
undersigned Grantor(s), for the consideration of Ten Dollars and other valuable  
considerations, do hereby convey to BEAVER LAND LLC

\_\_\_\_\_, Grantee(s) all right, title and  
interest to and in the certain parcel of Real Property situated in Gila County,  
State of Arizona, described as follows:

TRACT D, OF BEAVER VALLEY ESTATES, ACCORDING TO THE PLAT  
OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF GILA  
COUNTY, ARIZONA, RECORDED IN MAP(S) NO. 331.

EXEMPT PER ARS11-1134 (BT)

And I/We do warrant the title against all persons whomsoever, subject only to  
those encumbrances or liens of Record, or as set forth below, if any.

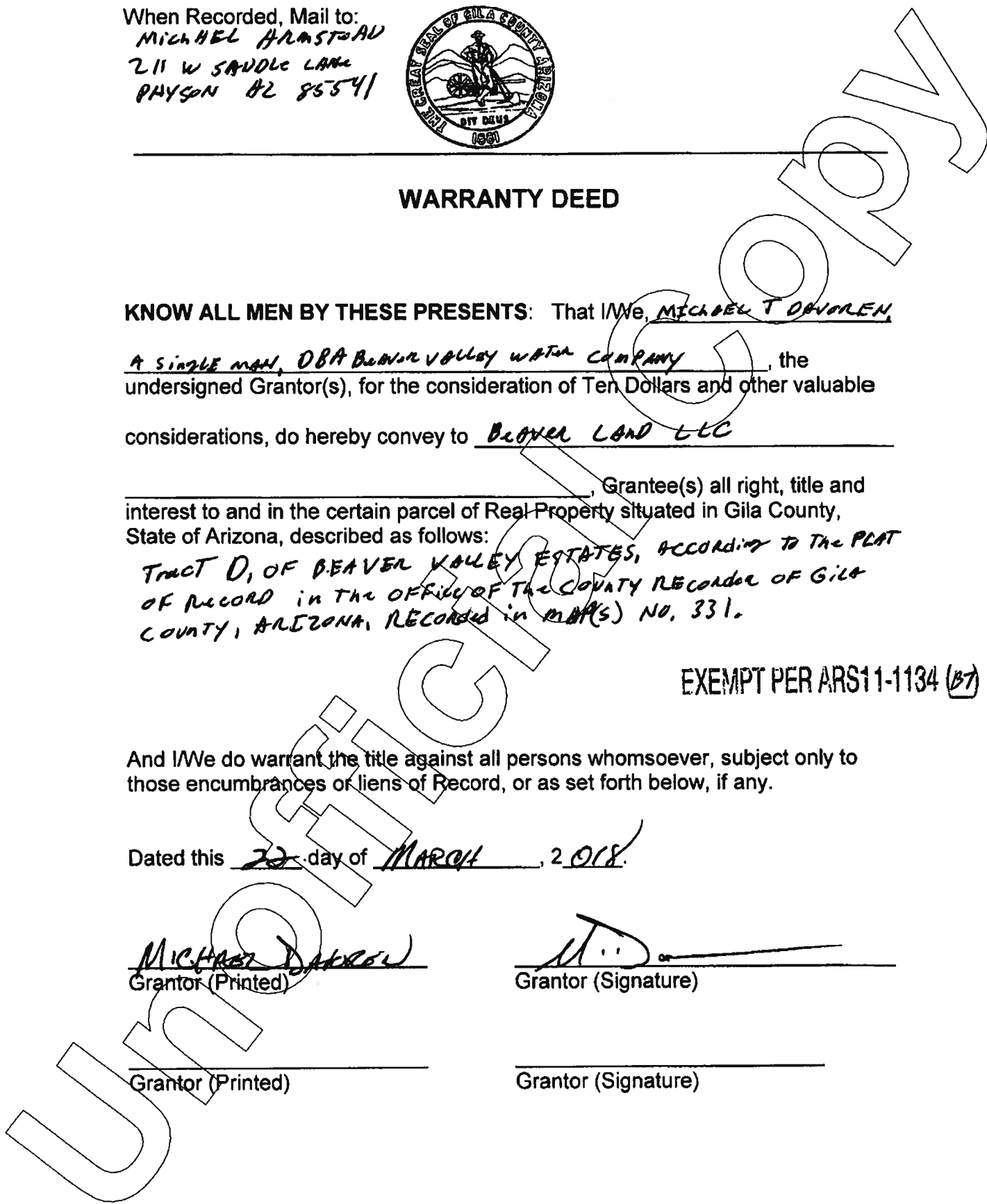
Dated this 22 day of MARCH, 2018.

MICHAEL DAVOREN  
Grantor (Printed)

[Signature]  
Grantor (Signature)

\_\_\_\_\_  
Grantor (Printed)

\_\_\_\_\_  
Grantor (Signature)





### Acknowledgment

State of Az

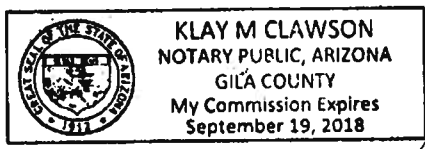
County of Gila

On this 22 day of March, 2018 before me, the undersigned

Notary Public, personally appeared Michael T Dawson

known to me or proven to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

(seal)



Klay M Cl  
Notary Public

My commission expires: 9/19/18

Unofficial Copy