

When recorded, return to:

Pioneer Title Agency
112 N. Elden Street
Flagstaff, Arizona 86001

This Easement Agreement is exempt, pursuant to ARS §11-1134(A)(2) from the requirements of ARS §11-1133 (if applicable).

RAIN VALLEY ROAD EASEMENT AGREEMENT

For
Coconino County Tax Parcel
#113-05-3J

DATE November 16, 2005

GRANTOR(S) Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust, under agreement dated August 1, 2001, Velma V. Fanning and Lila M. Pierce, as the owner(s) of the servient estate identified on Exhibit A, their assignees, successors in interest, heirs, and/or devisees

GRANTEES All current and future property owners within Section 3, Township 21 North, Range 8 East, Coconino County, Arizona whose property has been identified by the Coconino County Assessors Office with a parcel identification number and who have entered into this Rain Valley Road Easement Agreement as owners of the real properties identified in Exhibit B as the Dominant Estate hereinafter individually and collectively referred to as a **"RAIN VALLEY PROPERTY OWNER"**.

CITY OF FLAGSTAFF An Arizona municipal corporation

SERVIENT ESTATE The real property identified in Exhibit A

DOMINANT ESTATE The real properties identified in Exhibit B as the Dominant Estate

EASEMENT AREA: The southerly 60 feet and the easterly 30 feet of the real property identified in Exhibit A as the Servient Estate

RECITALS

WHEREAS, the Grantor(s) and Grantees are all property owners within Section 3, Township 21 North, Range 8 East, Coconino County, Arizona; and

WHEREAS, for mutual benefit, the Grantor(s) and Grantees are compelled to establish a common road, which has heretofore been partially constructed and will be completed within the Easement Area, and to provide for maintenance of such common road; and

WHEREAS, for mutual benefit, the Grantor(s) and Grantees are required to join together to obtain or become parties to the existing special use permit from the United States Forest Service for ingress and egress over property owned by the United States of America; and

WHEREAS, for mutual benefit, the Grantor(s) and Grantees are required to join together to obtain or become parties to the existing Right of Way for ingress and egress over property owned by the State of Arizona, and

WHEREAS, regulations of the City of Flagstaff require that a public safety and services access easement be made available to the City of Flagstaff to allow public safety personnel, including, but not limited to emergency medical, fire and police personnel, building inspectors, public utility personnel and other public service personnel to access the properties subject to this Easement Agreement; and

WHEREAS, the parties desire to define their rights and obligations regarding the construction and maintenance of such common roadway;

NOW THEREFORE, in consideration of the mutual covenants contained herein the Grantor(s), Grantees and the City of Flagstaff, as evidenced by their signatures, for themselves, their heirs, devisees, successors in interest, and assignees, agree as follows:

1. GRANT OF EASEMENT:

Grantor(s) hereby grants and conveys to Grantees and to the City of Flagstaff, their heirs, devisees, successors and assigns, a non-exclusive, perpetual easement ("Easement") for ingress and egress over the Easement Area for access and other purposes as described below to the real properties described on Exhibit B as the Dominant Estate. The Easement granted herein and all rights, obligations, and privileges created herein shall be appurtenant to and shall run with land and be binding upon the Servient Estate and shall be binding upon the Grantor(s) heirs, devisees, successors in interest, and assigns. The Easement granted herein and all rights, obligations, and privileges created herein shall be appurtenant to and shall run with land and shall benefit and bind the Dominant Estate and shall be binding upon the Grantee(s) heirs, devisees, successors in interest, and assigns, and shall be binding upon the Rain Valley Homeowners Association, Inc. as delegate of the obligations and duties imposed upon the Rain Valley Property Owners provided herein.

2. SCOPE OF EASEMENT:

The scope of the Easement shall include, but not be limited to the following uses and purposes:

- a. To permit the Grantees or a property owners association constituted of the parties (the "Rain Valley Homeowners Association, Inc"), other than the City of Flagstaff, to construct and maintain a roadway.
- b. To permit the Grantees access to their properties over the Easement Area.
- c. To permit the installation of public utilities within the Easement Area to benefit the Grantees and the Dominant Estate to benefit the Grantor(s).
- d. To permit the City of Flagstaff's and other public safety personnel, including, but not limited to emergency medical, fire and police personnel, building inspectors, public

utility personnel and other public service personnel ingress and egress over, across and under the Easement Area.

3. GRANTOR(S) RESERVATION OF RIGHT AND RESTRICTIVE COVENANTS:

Grantor(s) reserves the right to utilize the roadway constructed upon the Easement Area for Grantor(s) use and of the use of Grantor(s) agents, employees, invitees, successors in interest, and assigns, subject to the obligations provided hereinafter. Grantor(s) specifically covenant and agree that Grantor(s) shall not interfere in any manner with the Grantees' and the City of Flagstaff's right to use and enjoy this Easement and shall not construct or permit the erection of any fence, building, structure or improvement or maintain any personal property or object that would interfere with the Grantee's and the City of Flagstaff's use and enjoyment of this Easement.

4. MAINTENANCE OF THE ROADWAY:

Grantor(s) shall have the duty to maintain and repair the existing and/or to be constructed roadway upon the Easement Area so as to comply with the minimum standard established by the City of Flagstaff for the Rain Valley Road, such minimum level established by the plans and specifications to construct the roadway approved by the City of Flagstaff on December 30, 2002, Grading Permit # EGRD-2002042, Project "Rain Valley Road Extension". Grantor(s) shall have the duty to insure by regular grading, snow removal and road maintenance that the roadway within the Easement Area shall be passable at all times throughout the year for regular access by the Grantees to their properties and for regular and emergency access by the City of Flagstaff. Grantor(s) shall comply with the above duties by becoming a member of and delegating the above duties to the Rain Valley Homeowners Association, an Arizona nonprofit corporation, (hereinafter the "Association") formed: to maintain the roadway within Section 3, Township 21

North, Range 8 East, Coconino County, Arizona; to maintain the roadway within the land owned by the State of Arizona pursuant to the Right of Way Sold at Public Auction, R/W No.16-102527, dated June 2, 1999, and to maintain the roadway within the land owned by the United States of America, administered by the Forest Service pursuant to Special Use Permit # EGRD-2002 042 , dated December 30, 2002 (hereinafter collectively referred to as the "Rain Valley Road"). Grantor(s)' execution of this Easement shall be deemed a consent to join the Association and a delegation of the duties described above. Grantee(s) execution of this Easement shall be deemed an acceptance of the Grantor(s) as a member(s) of the Association and the Association's acceptance of the above-described delegation by the member's unanimous written consent.

Grantor(s) and each Grantee accepting this Easement, as evidenced by their signature, but not the City of Flagstaff, agree to become members of the Association and as members of the Association agree to pay to the Association their proportionate cost of constructing and maintaining the Rain Valley Road to the minimum standard established by the City of Flagstaff, the State of Arizona, and the United States Forest Service. The proportionate cost shall be established by dividing the number of property owners within Section 3, Township 21 North, Range 8 East, Coconino County, Arizona into the number 1 to establish a percentage of contribution required to be paid by each member of the Association of the annual cost of maintenance of the Rain Valley Road as determined by the Association, or its designated management company.

Property owners/members who own more than one parcel or multiple property owners who own one parcel as identified by the Coconino County Assessor by the assignment of a tax parcel number within Section 3, Township 21 North, Range 8 East, Coconino County, Arizona shall be treated as one property owner/member. Property owners/member shall be determined by the names stated on the deed to their properties. Upon sale of any parcel, the seller shall no

longer be considered a Rain Valley Property Owner or member of the Association and the new buyer shall thereafter automatically be considered the Rain Valley Property Owner and member of the Association.

For example, if there are 27 parcel numbers shown on the records of the Coconino County Assessor, last revised on November 12, 2004 within Section 3, Township 21 North, Range 8 East, Coconino County, Arizona. Then of those 27 parcels there are presently 23 separate owners.

In the event of a lot split by any Rain Valley Property Owner, then in such event the number of owners would increase by the number of lots added and sold to third parties and such third parties shall be considered Rain Valley Property Owners and members of the Association. Thus, to determine the initial proportionate cost the number 23 shall be divided into the number 1 to reach a percentage to the fourth decimal or the sum of .04348 or 4.348 %, which will then be multiplied by the projected annual cost of road maintenance, for example and demonstration only \$1,000.00, to establish a members proportionate cost of \$43.48. (hereinafter the "Proportionate Cost").

5. PAYMENT OF THE PROPORTIONATE COST:

The Association, or its designated management company, shall establish a budget for annual maintenance of the Rain Valley Road for a period of one year (June 1st to May 30th of the succeeding year), on or before May 30th of each year, commencing May 30, 2006. The annual maintenance budget shall be mailed to all members on May 30th of each year for comment. On June 30th of each year, commencing June 30th 2006, the Association, or its designated management company, shall send by certified mail a written demand for payment to each member for payment of their Proportionate Cost, due and payable on July 30th of each year, commencing July 30, 2006.

The liability for a Rain Valley Property Owner's/member's Proportionate Cost of maintenance shall be a personal obligation of the property owner as of June 30th and shall be an in rem obligation of the parcels owned by the property owner. Payments not received by July 30th of each year, commencing July 30, 2006 shall be deemed delinquent and shall bear interest at the rate not less than twelve percent (12%) per annum or an interest rate established by the Association until paid. In the event litigation is necessary to recover a member's Proportionate Cost of road maintenance, the prevailing party shall be entitled to collect not only the member's proportionate cost and interest, but shall also be entitled to recover all attorney's fees and court cost. In the event that the Association, or its designated management company, determines that the projected annual budget is insufficient to maintain the Rain Valley Road as provided above or in the event any additional cost of maintenance is incurred by the Association, or its designated management company, not included within the projected annual budget, the Association, or the designated management company, shall have the right to make additional demands for payment which shall be due and payable thirty days from the date of the demand for payment and shall be governed by the above provisions.

Notwithstanding the foregoing, the 2005 assessment shall be paid by each member within 10 days following their execution of this Easement and shall become delinquent and bear interest 40 days following the execution of this Easement.

6. LIEN TO SECURE PAYMENT OF PROPORTIONATE COST:

To secure payment of a Rain Valley Road Property Owner's/member's Proportionate Cost for road maintenance Grantor(s) and each Grantee accepting the benefits of this Easement, as evidenced by their signature, excepting the City of Flagstaff, grants an assessment lien to the Rain Valley Homeowners Association which may be foreclosed as a mortgage pursuant to

A.R.S. Section 33-721. The Association may perfect its assessment lien by filing a notice of claim of lien with the Coconino County Recorders Office.

The Association, or its designated management company, for a reasonable fee to be established by the Association, or its designated management company, shall issue, upon tender of the fee, a certificate stating the present amount of the annual assessment, and whether or not the annual assessment has been paid in full, and/or whether there is any other indebtedness owed to the Association by the selling property owner. The buying property owner shall have the right to rely upon the accuracy of the certificate and shall not be liable for any Proportionate Cost demanded and unpaid prior to the date of the certificate.

7. CITY OF FLAGSTAFF:

The City of Flagstaff assumes no responsibility as to the condition of the roadway or Easement Area.

8. INDEMNIFICATION:

A. Each Grantee hereby covenants to indemnify, defend and save Grantor(s), the other Grantees, and the City of Flagstaff harmless from and against any liabilities for injuries or damages to persons or property arising out of that Grantee's use of the Easement or the use of the Easement by its officers' agents', employees' and invitees' which causes such injury.

B. Grantor(s) hereby covenant to indemnify, defend and save the Grantees and the City of Flagstaff harmless from and against any liabilities for injuries or damages to person or property arising out of Grantor(s) use of the roadway, Easement Area, or Servient Estate which causes such injury.

C. To the extent permitted by Arizona law, the City of Flagstaff hereby covenants to

indemnify, defend, and save Grantor(s) and Grantees harmless from and against any liabilities for injuries or damages to persons or property arising out of the City of Flagstaff's or its officers', agents', employees' and invitees' use of the Easement.

9. INSURANCE, MANAGEMENT FEES, AND CONSTRUCTION COST AS AN ANNUAL COST OF MAINTENANCE:

A. The Grantor(s) and the Grantees agree that the annual cost of general liability insurance with a policy limit to be approved by the directors of the Association, the payment of any management fee to manage the affairs of the Association, if contracted for by the Association, and the payment of such legal fees and accounting fees as are approved by the directors of the Association for management and enforcement of this Easement, shall be deemed a proper cost of road maintenance.

B. The Grantor(s) and the Grantees agree that the total cost of construction of the Rain Valley Road shall be in the sum of \$202,324.72 and shall be deemed a proper cost of road maintenance. Each Grantee, by signing this Easement, agrees to pay their proportionate share of the total cost of construction as computed on Exhibit C, attached hereto and incorporated herein by this reference, in annual installments paid to the association as provided above in paragraph 5, except as provided in Exhibit C as to the 2005 assessment. Any Grantee may prepay the amount of, of balance of, their proportionate share of total cost of construction at any time upon notice to the association. Each Grantee shall be entitled to the credit against their proportionate share of total cost of construction for any prior payment of construction cost as provided in Exhibit C. By signing this Easement, each Grantee agrees to the credits as stated on Exhibit C and the 2005 assessment as stated on Exhibit C for each member. By signing this Easement, each Grantee agrees that the Association shall reimburse the following members for construction cost previously advanced:

1. For construction cost advanced by Jim Cullen and Mary Ann Cullen, (hereinafter "Cullen") in the sum of \$72,400.00, the Association shall pay to Cullen an annual reimbursement at a rate equal to a ten year amortization bearing interest at eight percent (8%) per annum, in not more than quarterly payments of \$2,646.64 or \$10,586.54 per year.

2. For construction services and cost advanced by David and Lyla Pierce (hereinafter "Pierce") in the sum of \$ 10,000.00, the Association shall pay to Pierce an annual reimbursement at a rate equal to a ten year amortization bearing interest at eight percent (8%) per annum, in not more than quarterly payment of \$365.56 or \$1,462.23 per year.

3. Except as provided above and/or in Exhibit C, no member shall have the right to claim a credit or offset for any other construction cost paid, or claim a credit against the other components of the annual assessment, including but not limited to: normal road maintenance expenses; snow removal; construction cost to complete the road and obtain the Engineer's Certificate; insurance premiums; management fees; attorneys fees; and accounting fees.

10. QUITCLAIM AND ABANDONMENT OF PRIOR EASEMENTS:

A. The parties hereby quitclaim and abandon any and all rights of the respective parties created pursuant to the easements listed below as recorded in Coconino County, Arizona:

- a. Easement recorded August 20, 1999, at Instrument No. 3019121.
- b. Easement recorded August 20, 1999, at Instrument No. 3019116.
- c. Easement recorded August 20, 1999, at Instrument No. 3019123.
- d. Easement recorded August 20, 1999, at Instrument No. 3019118.
- e. Easement recorded August 20, 1999, at Instrument No. 3019119.
- f. Easement recorded October 10, 1995 at Docket No. 1810, Page 768.
- g. Easement recorded August 20, 1999, at Instrument No. 3019114.
- h. Easement recorded August 20, 1999, at Instrument No. 3019122.

The parties further agree that this Rain Valley Road Easement Agreement supersedes and/or replaces the foregoing public easements.

B. The parties, excepting Dennis S. Bleeker, The Dennis S. Bleeker Living Revocable Trust, dated December 22, 1993; Glen and Julie Wilson; Clifford John MacKinlay and Deborah L. Smith-Seng; and Lee Ann Clements and Deyanne Barfield hereby quitclaim and abandon any and all rights of the respective parties created pursuant to the easements listed below as recorded in Coconino County, Arizona:

- a. Easement recorded August 20, 1999, at Instrument No. 3019115.
- b. Easement recorded August 20, 1999, at Instrument No. 3019117.
- c. Easement recorded May 17, 2000, at Instrument No. 3050039.
- d. Easement recorded June 2, 1999, at Instrument No. 3008804.

The parties, excepting those parties identified in this subsection B, further agree that this Rain Valley Road Easement Agreement supersedes and/or replaces the foregoing public easements.

11. **SEVERABILITY:**

In the event that any of the provisions, or portions thereof, of this Rain Valley Road Easement Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

12. **SUCCESSORS AND ASSIGNS:**

The terms, covenants and conditions of this Easement Agreement shall be binding upon and inure to the benefit of and shall apply to the Grantor(s), the Grantees and the City of Flagstaff and their respective heirs, devisees, successors in interest and assigns, as the case may be.

13. **ATTORNEY'S FEES:**

A. If any actions shall be brought to recover any payment of a members Proportionate Cost for road maintenance, or for or on account of any breach of or to enforce or interpret any of

the terms, covenants or conditions of this Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fee and cost incurred.

B. The parties acknowledge that the Rain Valley Road Easement Agreement (Agreement) was prepared by Thaddeus G. Baker Jr., Attorney at Law, on behalf of and in the course of his representation of Dennis Bleeker. Additionally, the parties acknowledge that Shorall McGoldrick Brinkmann represented Sandra and Michael Bailey; Aspey Watkins & Diesel, PLLC represented James J. and Mary Ann Cullen and Kathleen Cullen, aka Kathleen Callander; The Ledbetter Law Firm PLC represented David and Lila Pierce; and Faith, Ledyard, Nickel & Shelsky PLC represented Wilma Smith in this matter. The parties further acknowledge that they have been advised and have had the opportunity to seek the advice of independent counsel with respect to all aspects of this Agreement prior to signing this Agreement. Each party, excepting the represented parties listed herein with respect to their respective attorney and law firm, hereby acknowledges that the attorneys and law firms listed herein have not acted as their attorney in this matter, have not given them any legal advice, and waive any claim that the attorneys and law firms listed herein have acted for and/or on their behalf and/or for their benefit.

14. NOTICES:

All notices, demands or other writings provided to be given, made or sent to the Grantor(s), the Grantees or the City of Flagstaff shall be deemed to have been fully given, made or sent three days after being deposited in the United States mail, certified and postage prepaid and addressed to the notice address as set forth in Exhibit A and/or B, or as to the City of Flagstaff: City Manager, 211 W. Aspen Avenue, Flagstaff, Arizona 86001, or as to the Association at 1602 N. East Street, Flagstaff, Arizona, 86004. In the event the Association has retained a management company, notice to the Association shall require an additional notification to the management company. The address to which any notice, demand or other

writing may be given, made or sent to any party may be changed by written notice given by such party as above provided.

15. **EASEMENT AGREEMENT CONSTRUED AS WHOLE:**

The language in all parts of this Easement Agreement shall, in all cases, be construed as a whole according to its ordinary meaning and not strictly construed for or against any party.

16. **GRANTEES SIGNATURE IN COUNERPART:**

The Grantees to this Easement may sign this Easement Agreement in counterpart, which separate signature shall be contained as one of the pages of Exhibit B and shall be attached hereto prior to recordation in the County Recorders Office.

17. **TIME OF ESSENCE:**

Time is of the essence in this Easement Agreement and of every term covenant and condition herein.

18. **INCORPORATION:**

The Recitals, Exhibits and attachments to the Agreement and Exhibits are hereby incorporated as though fully set forth herein.

GRANTOR(S)

(See Exhibit A for signature)

GRANTEES

(See Exhibit B for signatures)

CITY OF FLAGSTAFF

By: Joseph C. Donaldson
Title: Mayor
Attest:

Margie Brown
City Clerk

Approved as to form:
Tom Lane for
City Attorney

EXHIBIT A

GRANTORS:

(Owner's Name) Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust,
under agreement dated August 1, 2001, Velma V. Fanning and
Lila M. Pierce

SERVIENT ESTATE

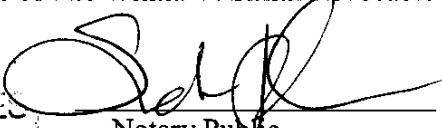
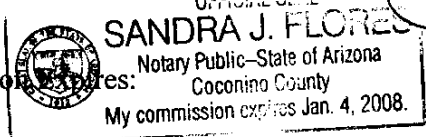
(Legal Description) See attached legal description for Parcel #113-05-3J

NOTICE ADDRESS Lila Pierce
2 Rain Valley Rd.
Flagstaff, AZ 86004

SIGNATURE
Lila M. Pierce
Velma V. Fanning
Wilma V. Smith

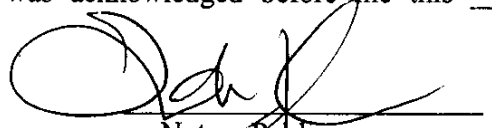
STATE OF ARIZONA)
County of Coconino)

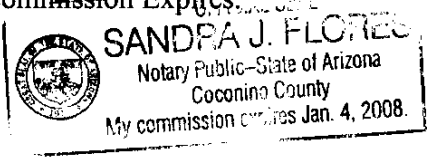
Nov, 2005, The foregoing Easement was acknowledged before me this 18th day of
2005, by Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust,
under agreement dated August 1, 2001.


Notary Public
My Commission Expires: 

STATE OF ARIZONA)
County of Coconino)

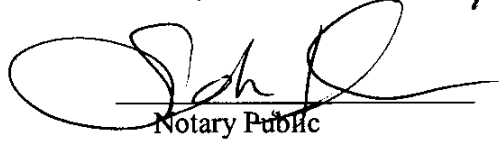
Nov, 2005, The foregoing Easement was acknowledged before me this 18th day of
2005, by Velma V. Fanning.


Notary Public

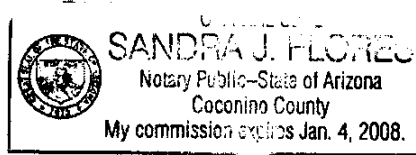
My Commission Expires: 

STATE OF ARIZONA)
County of Coconino)

Nov, 2005, The foregoing Easement was acknowledged before me this 18 day of
by Lila M. Pierce.


Notary Public

My Commission Expires:



Parcel No.: 113-05-003J

Owner: Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust, under agreement dated August 1, 2001, as to an undivided 1/3 interest; and Velma V. Fanning, as to an undivided 1/3 interest; and Lila M Pierce, as to an undivided 1/3 interest

Legal:

The South 660 feet of the Westerly 1650 feet of the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust,
under agreement dated August 1, 2001, *Lela M. Pierce*

DOMINANT ESTATE

Wilma V. Fanning

(Legal Description) See attached legal descriptions

NOTICE ADDRESS

Lela Pierce

2 Rain Valley Rd.

Flagstaff, AZ 86001

SIGNATURE

Wilma V. Fanning

Lela M. Pierce

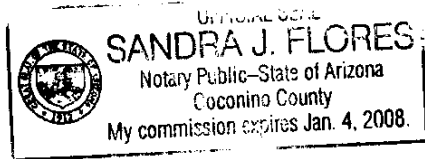
Wilma V. Smith

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 18th day of Nov., 2005, by Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust, under agreement dated August 1, 2001. *Lela M. Pierce & Wilma V.*

Fanning
Sandra J. Flores
Notary Public

My Commission Expires:



113-05-002B

The South half of the Northwest quarter of the Northwest quarter;
And the North half of the Southwest quarter of the Northwest quarter of Section 3,
Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian,
Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust, under agreement dated August 1, 2001, Velma V. Fanning and Lila M. Pierce.

DOMINANT ESTATE

(Legal Description) See attached legal descriptions


NOTICE ADDRESS Lila Pierce
2 Rain Valley Rd.
Flagstaff, AZ 86004

SIGNATURE Lila M. Pierce
Velma V. Fanning
Wilma V. Smith

STATE OF ARIZONA)
County of Coconino)

Nov The foregoing Easement was acknowledged before me this 18th day of Nov, 2005, by Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust, under agreement dated August 1, 2001.


[Signature]
Notary Public

My Commission Expires:  **SANDRA J. FLORES**
Notary Public—State of Arizona
Coconino County
My commission expires Jan. 4, 2008.

STATE OF ARIZONA)
County of Coconino)

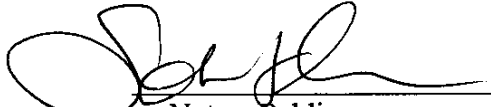
Nov The foregoing Easement was acknowledged before me this 18 day of Nov, 2005, by Velma V. Fanning.

[Signature]
Notary Public

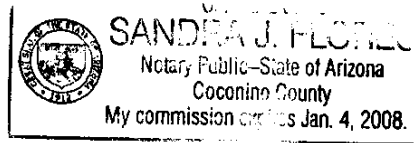
My Commission Expires:  **SANDRA J. FLORES**
Notary Public—State of Arizona
Coconino County
My commission expires Jan. 4, 2008.

STATE OF ARIZONA)
County of Coconino)

Nov The foregoing Easement was acknowledged before me this 18 day of
Nov, 2005, by Lila M. Pierce.


Notary Public

My Commission Expires:



113-05-002H

The South half of the North half of the Northwest quarter of the Northwest quarter;
And the West half of the Southwest quarter of the Northeast quarter of the Northwest
quarter;
And the West half of the Northwest quarter of the Southeast quarter of the Northwest
quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base
and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Sinforiano Ovalle and Luisa Ovalle, Trustees of The Ovalle Family Revocable Lifetime A-B Trust, dated February 11, 2000

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 7343 W Denton Lane
Glendale, AZ 85303

SIGNATURE

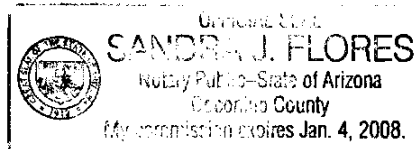
Luisa Ovalle
Sinforiano Ovalle

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 5th day of Dec., 2005, by Sinforiano Ovalle & Luisa Ovalle.

[Signature]
Notary Public

My Commission Expires:



Parcel No.: 113-05-002T

Owner: Sinfiorano Ovalle and Luisa Ovalle, Trustees of The Ovalle Family Revocable Lifetime A-B Trust, dated February 11, 2000

Legal Description:

The Southwest quarter of the Southeast quarter of the Northwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) James J. Cullen and Mary Ann Cullen

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 1103 N. NAVAJO
FLAG STAFF, AZ
86001

SIGNATURE

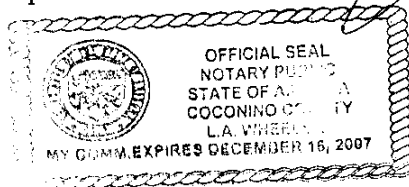
James J. Cullen
Mary Ann Cullen

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 17 day of November 2005, by James J. Cullen and Mary Ann Cullen.

[Signature]
Notary Public

My Commission Expires:



Parcel No. 113-05-003E

Owner: James J. Cullen and Mary Ann Cullen, husband and wife as Community Property with Right of Survivorship

Legal Description:

That portion of the Northwest quarter of the Southeast quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the Center of said Section 3;

Thence South 89°00' East, a distance of 665.9 feet along the East-West mid-section line of said Section 3;

Thence South 00°08" West, a distance of 327.7 feet;

Thence North 89°00' West, a distance of 330.1 feet;

Thence South 00°08' East, a distance of 330.1 feet to a point on the West line of the Southeast quarter of said Section 3;

Thence Northerly a distance of 983.2 feet, more or less, along said West line to the Point of Beginning.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Dave Pierce and Lila Pierce, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS

Lila Pierce
2 Rain Valley Rd.
Flagstaff, AZ 86004

SIGNATURE

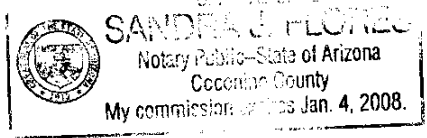
Dave Pierce
Lila Pierce

STATE OF ARIZONA)
County of Coconino)

Nov The foregoing Easement was acknowledged before me this 20 day of
2005, by Dave Pierce and Lila Pierce, husband and wife .

[Signature]
Notary Public

My Commission Expires:



Parcel No. 113-05-003G

Owner: Dave Pierce and Lila Pierce, husband and wife as Joint Tenants with Right of Survivorship

Legal:

The North 330 feet of the South 1320 feet of the Westerly 1650 feet of the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Billy B. Lane and Lola Lane and Billy D. Lane and Claudia Bernard

DOMINANT ESTATE

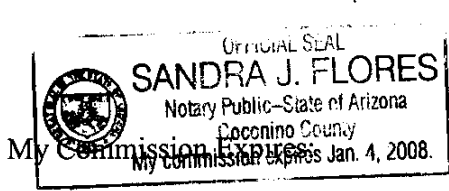
(Legal Description) See attached legal descriptions

NOTICE ADDRESS Billy B. LANE
3710 E EI PASO DR
FLAGSTAFF, AZ 86004

SIGNATURE Billy Bob Lane
Lola Lane
Claudia Bernard
Billy D. Lane

STATE OF ARIZONA)
County of Coconino)

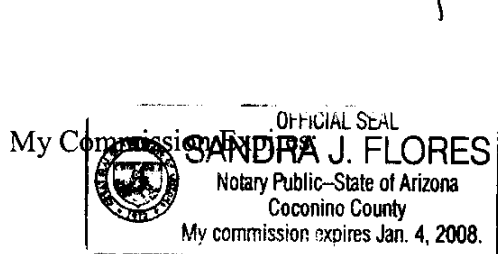
The foregoing Easement was acknowledged before me this 17 day of Nov., 2005, by Billy Bob Lane, Lola Lane, Claudia Bernard



[Signature]
Notary Public

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 8 day of Nov., 2005, by Billy D. Lane



[Signature]
Notary Public

Parcel No. 113-05-003L

Owner: Billy B. Lane and Lola Lane and Billy D. Lane and Claudia Bernard, all as Joint Tenants with Right of Survivorship, subject to the community property interest of any spouses of the above

Legal Description:

The North 983.2 feet of the East 1013.4 feet of the Southwest quarter of Section 3, Township 21 North, Range 8 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust,
under agreement dated August 1, 2001

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS

Wilma V. Smith
7133 W. WIER AVE.
PHX AZ 85043

SIGNATURE

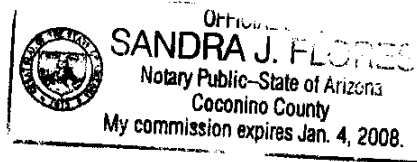
Wilma V. Smith

STATE OF ARIZONA)
County of Coconino)

Nilv The foregoing Easement was acknowledged before me this 18th day of
Nov, 2005, by Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust,
under agreement dated August 1, 2001.

Sandra J. Flores
Notary Public

My Commission Expires:



Parcel No. 113-05-003M

Owner: Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust, under agreement dated August 1, 2001

Legal:

The North 330 feet of the South 990 feet of the Westerly 1650 feet of the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Michael C. Bailey and Sandra D. Bailey, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 12180 E RUSTLER RD
FLASSTAFF AZ
86004

SIGNATURE Sandy Bailey
Michael Bailey

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 17th day of November, 2005, by Sandy Bailey & Michael Bailey.



Janet M Hedlund
Notary Public

My Commission Expires:

Parcel No: 113-05-003P

Owner: Michael C. Bailey and Sandra D. Bailey, husband and wife as Community Property with Right of Survivorship

Legal Description:

A tract of land in the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the South line of said Southwest quarter that lies South 89° 49' East, a distance of 1650 feet from the Southwest corner of said Southwest quarter;

thence South 89° 49' East, a distance of 354 feet along said South line;

thence North 00° 08' East, a distance of 983.1 feet;

thence South 89° 49' East, a distance of 330.2 feet;

thence North 00° 08' East, a distance of 665.5 feet;

thence North 89° 49' West, a distance of 683.3 feet;

thence Southerly, a distance of 1638.6 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel:

FOR REFERENCE, begin at the Southwest corner of said Section 3, a BLM Brass Cap set in 1972;

thence South 89°49' 00" East (Basis of Bearings per Docket 1188, page 584, records of Coconino County, Arizona) along the South line of said Section 3, a distance of 1649.18 feet to the Southwest corner of the aforementioned parcel:

thence North 00° 24' 41" East along said West line a distance of 617.91 feet to the TRUE POINT OF BEGINNING;

thence continue North 00° 24' 41" East along said line, a distance of 563.09 feet to the Northwest corner of the aforementioned parcel;

thence 89° 49' 00" East along said North line, a distance of 678.47 feet to the Northeast corner of said parcel;

thence South 00° 07' 57" West along said East line, a distance of 197.89 feet;

thence North 89° 48' 58" West, a distance of 330.20 feet;

thence South 00° 07' 56" West, a distance of 365.20 feet;

thence North 89° 49' 00" West, a distance of 351.00 feet back to the TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM the following described parcel:

FOR REFERENCE begin at the Southwest corner of said Section 3, a BLM Brass Cap set it 1972;

thence South 89° 49' 00" East (Basis of Bearings per Docket 1188, page 584), along the South line of said Section 3, a distance of 1649.18 feet to the TRUE POINT OF BEGINNING;

thence North 00° 24' 41" East, along the West line of the aforementioned parcel, a distance of 617.91 feet;

thence South 89° 49' 00" East, a distance of 351.00 feet to a point on the East line of the aforementioned parcel;

thence South 00° 08' 00" West along said East line, a distance of 617.90 feet to a point on the South line of said Section 3 and the Southeast corner of the aforementioned parcel;

thence North 89° 49' 00" West along said line, a distance of 354.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Mario Evola and Lynn Evola, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 595 Andante Dr
Sedona AZ 86336

SIGNATURE Lynn Evola
Mario Evola

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 23rd day of Nov., 2005, by Mario and Lynn Evola.

Evelyn Kerley
Notary Public

My Commission Expires:
Sept. 16, 2007



Parcel No.: 113-05-003R

Owner: Mario Evola and Lynn Evola, husband and wife as Community Property with Right of Survivorship

Legal Description:

A parcel of land being a portion of that parcel of land described in Docket 1188, page 584, records of Coconino County, Arizona, located in the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

FOR REFERENCE, begin at the Southwest corner of said Section 3, a BLM Brass Cap set in 1972;

thence South 89°49' 00" East (Basis of Bearings per Docket 1188, page 584, records of Coconino County, Arizona) along the South line of said Section 3, a distance of 1649.18 feet to the Southwest corner of the aforementioned parcel:

thence North 00° 24' 41" East along said West line a distance of 617.91 feet to the TRUE POINT OF BEGINNING;

thence continue North 00° 24' 41" East along said line, a distance of 563.09 feet to the Northwest corner of the aforementioned parcel;

thence 89° 49' 00" East along said North line, a distance of 678.47 feet to the Northeast corner of said parcel;

thence South 00° 07' 57" West along said East line, a distance of 197.89 feet;

thence North 89° 48' 58" West, a distance of 330.20 feet;

thence South 00° 07' 56" West, a distance of 365.20 feet;

thence North 89° 49' 00" West, a distance of 351.00 feet back to the TRUE POINT OF BEGINNING.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Dayle L. Henson and Cherie L. Henson, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 7107 W. freedline dr.
Flagstaff, AZ 86001

SIGNATURE

Dayle L. Henson
Cherie L. Henson

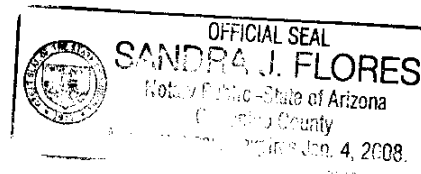
STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 28 day of Dec, 2005, by Dayle L. Henson & Cherie L. Henson.

[Signature]

Notary Public

My Commission Expires:



Parcel No. 113-05-003S

Owner: Dayle L. Henson and Cherie L. Henson, husband and wife as Community Property with Right of Survivorship

Legal Description:

A parcel of land being a portion of that parcel of land described in Docket 1188, page 584, records of Coconino County, Arizona, located in the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

FOR REFERENCE begin at the Southwest corner of said Section 3, a BLM Brass Cap set it 1972;

thence South 89° 49' 00" East (Basis of Bearings per Docket 1188, page 584), along the South line of said Section 3, a distance of 1649.18 feet to the TRUE POINT OF BEGINNING;

thence North 00° 24' 41" East, along the West line of the aforementioned parcel, a distance of 617.91 feet;

thence South 89° 49' 00" East, a distance of 351.00 feet to a point on the East line of the aforementioned parcel;

thence South 00° 08' 00" West along said East line, a distance of 617.90 feet to a point on the South line of said Section 3 and the Southeast corner of the aforementioned parcel;

thence North 89° 49' 00" West along said line, a distance of 354.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Robert F. Musil and Linda K. Musil, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 5040 E. Daphne Lane
Flagstaff, AZ 86001

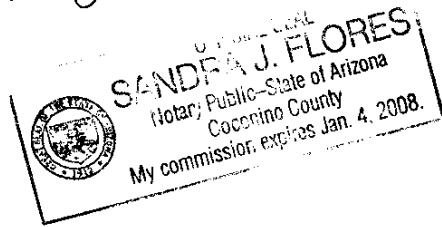
SIGNATURE [Handwritten Signature]
[Handwritten Signature]

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 23 day of Nov, 2005, by Robert F. Musil & Linda K. Musil

[Handwritten Signature]
Notary Public

My Commission Expires:



Parcel No. 113-05-003V

Owner: Robert F. Musil and Linda K. Musil, husband and wife as Community Property with Right of Survivorship

Legal Description:

The Northwest quarter of the Southwest quarter of the Southwest quarter of the Northeast quarter,, and the Southwest quarter of the Northwest quarter of the Southwest quarter of the Southeast quarter; and the Northwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter; and the Northeast quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Steven Ashley, Jr. and Barbara Joann Ashley, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS

P.O. Box 1987
Tuba City, AZ 86045

SIGNATURE

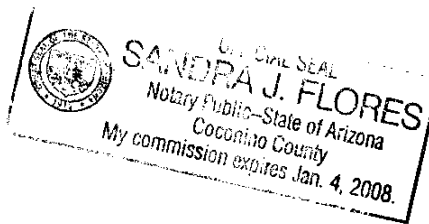
[Signature]
Barbara Joann Ashley

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 15 day of Dec, 2005, by Steven Ashley Jr & Barbara Joann Ashley.

[Signature]
Notary Public

My Commission Expires:



Parcel No. 113-05-005

Owner: Steven Ashley, Jr. and Barbara Joann Ashley, husband and wife

Legal Description:

A portion of the Southeast quarter of the Northwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

FOR REFERENCE, begin at the West quarter corner of said Section 3, a marked stone;

Thence South 88°20'16" East, along the mid-section line of said Section 3, a distance of 1969.08 feet;

Thence North 00°07'22" West, a distance of 344.01 feet to the TRUE POINT OF BEGINNING;

Thence continue North 00°07'22" West, a distance of 345.94 feet;

Thence South 88°31'38" East, a distance of 700.88 feet to a point of the North-South mid-section line of said Section 3;

Thence South 00°21'33" East, along said North-South mid-section line, a distance of 346.18 feet;

Thence South 88°30'40" West, a distance of 702.35 feet to the Point of Beginning.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Kathleen Cullen, aka Kathleen Callander

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 6100 E. Swede
Fragstaff, Az 86004

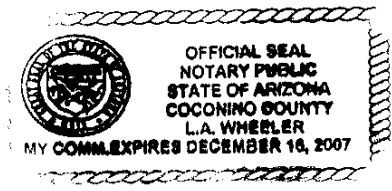
SIGNATURE Kathleen Callander

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 17 day of November, 2005, by Kathleen Cullen, aka Kathleen Callander.

[Signature]
Notary Public

My Commission Expires:



Parcel No. 113-05-006

Owner: Kathleen Cullen, a single woman

Legal Description:

A portion of the Southeast quarter of the Northwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

FOR REFERENCE, begin at the West quarter corner of said Section 3, a marked stone;

Thence South 88°20'16" East, along the mid-section line of said Section 3, a distance of 1969.08 feet to the TRUE POINT OF BEGINNING;

Thence South 88°20'16" East, a distance of 703.84 feet to a point of the North-South mid-section line of said Section 3;

Thence North 00°21'33" West, along said North-South mid-section line, a distance of 346.18 feet;

Thence South 88°30'40" West, a distance of 702.35 feet.

Thence South 00°07'22" East, a distance of 344.01 feet, to the Point of Beginning

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Wendy Jorgenson

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS P.O. Box 3959
FLAGSTAFF, AZ 86003

SIGNATURE

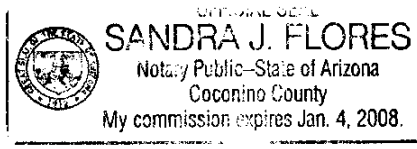
[Handwritten Signature]

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 18 day of Nov., 2005, by Wendy Jorgenson

[Handwritten Signature]
Notary Public

My Commission Expires:



Parcel No. 113-05-007

Owner: Wendy Jorgenson, a married woman as her sole and separate property

Legal description:

A portion of the Southwest quarter of the Northeast quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

FOR REFERENCE, begin at the West quarter corner of said Section 3, a marked stone;

Thence South 88°20'16" East, along the East-West mid-section line of said Section 3, a distance of 1672.92 feet to the Center of said Section 3, said point being the TRUE POINT OF BEGINNING;

Thence continue South 88°20'16" East, along said mid-section line a distance of 669.66 feet to a point;

Thence North 00°30'13" West, a distance of 342.53 feet to a point;

Thence North 88°01'21" West, a distance of 668.94 feet to a point of the North-South mid-section line of said Section 3;

Thence South 00°21'33" East, along said mid-section line, a distance of 346.18 feet to the Point of Beginning;

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Robert D. Smith, Trustee of the Robert D. Smith Revocable Trust, under Agreement dated September 1, 2002

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 2812 N ROSE ST
FLAGSTAFF, ARIZ. 86004

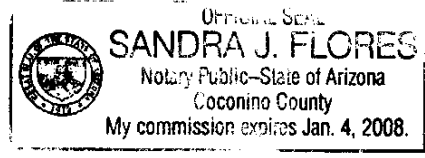
SIGNATURE Robert D. Smith

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 8th day of Nov., 2005, by Robert D. Smith

[Signature]
Notary Public

My Commission Expires:



Parcel No. : 113-05-008

Owner: Robert D. Smith, Trustee of the Robert D. Smith Revocable Trust, under Agreement dated September 1, 2002

That portion of the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, shown as Parcel No. 1 on Record of Survey recorded in Book 4 of Maps, page 82, records of Coconino County, Arizona, and described as follows:

COMMENCING for reference at the West quarter corner of said Section 3;

Thence South 00°41'33" West, along the West line of Section 3, a distance of 264.23 feet to the TRUE POINT OF BEGINNING;

Thence South 88°19'32" East, a distance of 1651.41 feet to a point, said point being the Northeast corner of said Parcel 1;

Thence South 00°4'33" West, a distance of 264.23 feet to the Southeast corner of said Parcel 1;

Thence North 88°19'32" West, a distance of 1,651.41 feet to the West section line of said Section 3, and the Southeast corner of said Parcel 1;

Thence North 00°41'33" East, a distance of 264.23 feet, more or less to the Point of Beginning.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust,
under agreement dated August 1, 2001

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS

Wilma V. Smith
7133 W. WIER AVE.
PHOENIX, AZ 85043

SIGNATURE

Wilma V. Smith

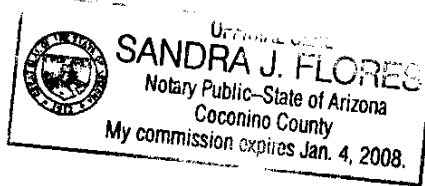
STATE OF ARIZONA)
County of Coconino)

NW The foregoing Easement was acknowledged before me this 18th day of
NW, 2005, by Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust,
under agreement dated August 1, 2001.

[Signature]

Notary Public

My Commission Expires:



Parcel No. : 113-05-009

Owner: Wilma V. Smith, Trustee of The Wilma V. Smith Revocable Trust, under agreement dated August 1, 2001

That portion of the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, shown as Parcel No. 2 on Record of Survey recorded in Book 4 of Maps, page 82, records of Coconino County, Arizona, and described as follows:

COMMENCING for reference at the West quarter corner of said Section 3;

Thence South 00°41'33" West, along the West line of Section 3, a distance of 528.46 feet to the TRUE POINT OF BEGINNING;

Thence South 88°19'32" East, a distance of 1651.41 feet to a point, said point being the Northeast corner of said Parcel 2;

Thence South 00°4'33" West, a distance of 264.23 feet to the Southeast corner of said Parcel 2;

Thence North 88°19'32" West, a distance of 1,651.41 feet to the West section line of said Section 3, and the Southeast corner of said Parcel 2;

Thence North 00°41'33" East, a distance of 264.23 feet, more or less to the Point of Beginning.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Dave Pierce and Lila Pierce, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS Lila Pierce

2 Rain Valley Rd.

Flagstaff, AZ 86004

SIGNATURE

Dave Pierce

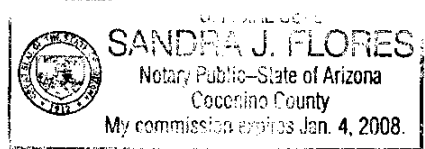
Lila Pierce

STATE OF ARIZONA)
County of Coconino)

Nov, 2005, The foregoing Easement was acknowledged before me this 20 day of _____, 2005, by Dave Pierce and Lila Pierce, husband and wife.

[Signature]
Notary Public

My Commission Expires:



Parcel No. 113-05-010

Owner: Dave G. Pierce and Lila M. Pierce, husband and wife as Joint Tenants with Right of Survivorship

Legal:

That portion of the Southwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, shown as Parcel No. 3 on Record of Survey recorded in Book 4 of Maps, page 82, records of Coconino County, Arizona, and described as follows:

COMMENCING for reference at the West quarter corner of said Section 3;

Thence South 00°41'33" West, along the West line of Section 3, a distance of 729.69 feet to the TRUE POINT OF BEGINNING;

Thence South 88°19'32" East, a distance of 1651.41 feet to a point, said point being the Northeast corner of said Parcel 3;

Thence South 00°4'33" West, a distance of 528.45 feet to the Southeast corner of said Parcel 3;

Thence North 88°19'32" West, a distance of 1,651.41 feet to the West section line of said Section 3, and the Southeast corner of said Parcel 3;

Thence North 00°41'33" East, a distance of 528.45 feet, more or less to the Point of Beginning.

EXHIBIT B

GRANTEES: Page ___ of ___ Pages

(Owner's Name) James H. Rhodes and Virginia J. Rhodes, husband and wife and Jerry D. Rhodes and Sharon K. Rhodes, husband and wife

DOMINANT ESTATE


(Legal Description) See attached legal descriptions

NOTICE ADDRESS _____

SIGNATURE James H Rhodes
Virginia J. Rhodes
Jerry D Rhodes
Sharon Rhodes

STATE OF ARIZONA)
County of YAVAPAI)

The foregoing Easement was acknowledged before me this 28 day of NW, 2005, by Jerry D Rhodes + Virginia J Rhodes.

 Notary Public State of Arizona
Maricopa County
Bonnie J Sims
Expires July 26, 2006

Bonnie J Sims
Notary Public


My Commission Expires:

STATE OF CALIFORNIA)
County of San Joaquin)

The foregoing Easement was acknowledged before me this 5th day of December, 2005, by Debbie Ryan
JERRY D. RHODES + SHARON RHODES

Debbie Ryan
Notary Public

My Commission Expires:

 **DEBBIE RYAN**
COMM. #1460018
NOTARY PUBLIC CALIFORNIA
SAN JOAQUIN COUNTY
MY COMM. EXP. NOVEMBER 6, 2007

Parcel No. 113-05-013

Owner: James H. Rhodes and Virginia J. Rhodes, husband and wife as Joint Tenants with Right of Survivorship as to an undivided $\frac{1}{2}$ interest and Jerry D. Rhodes and Sharon K. Rhodes, husband and wife as Joint Tenants with Right of Survivorship, as to an undivided $\frac{1}{2}$ interest

Legal description:

The Northeast quarter of the Southeast quarter of the Northwest quarter; and the East half of the Northwest quarter of the Southeast quarter of the Northwest quarter; and the Southeast quarter of the Southwest quarter of the Northeast quarter of the Northwest quarter; and the South of the Southeast quarter of the Northeast quarter of the Northwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona,

EXCEPTING THEREFROM the following described property:

A parcel of land, situate in Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of the Southeast quarter of the Southwest quarter of the Northeast quarter of the Northwest quarter and the Northeast quarter of the Southeast quarter of the Northwest quarter and the East half of the Northwest quarter of the Southeast quarter of the Northwest quarter of said Section 3, more particularly described as follows:

BEGINNING for reference at the Center quarter corner of said Section 3, which is a city of Flagstaff Aluminum cap monument;

thence North $00^{\circ} 13' 33''$ West along the mid-section line of Section 3, a distance of 347.04 feet to a found $\frac{1}{2}$ inch rebar;

thence North $00^{\circ} 06' 31''$ West along the mid-section line of Section 3, a distance of 346.09 feet to a found $\frac{1}{2}$ inch rebar, to the TRUE POINT OF BEGINNING;

thence North $88^{\circ} 09' 23''$ West along the South line of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 3, a distance of 459.62 feet;

thence North $00^{\circ} 03' 01''$ West, a distance of 1041.75 feet, to the North line of the South half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 3;

thence South 88° 29' 57" East, along the North line of the South half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 3, a distance of 459.54 feet to the mid-section line of said Section 3;

thence South 00° 05' 49" East, along said mid-section line, a distance of 347.53 feet;

thence South 00° 01' 38" East, along said mid-section line, a distance of 696.98 feet, back to the TRUE POINT OF BEGINNING.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) George Aukon and Tamara Aukon, husband and wife, and Earl P.N. Duque and Renee J. McLeod, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 649 N. PINELIFF DR.
FLAGSTAFF, AZ 86001

SIGNATURE

[Handwritten signature]

[Handwritten signature]

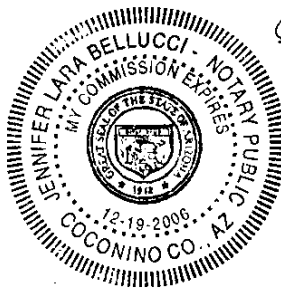
T. Dyrkott

[Signature] for George Aukon as his attorney in fact

STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 26th day of Dec., 2005, by _____.

My Commission Expires:



Jennifer Lara Bellucci
Notary Public

Parcel No. 113-05-014A

Fee Title: George Aukon and Tamara Aukon, husband and wife as Joint Tenants with Right of Survivorship

Equitable Title: Earl P.N. Duque and Renee J. McLeod, husband and wife

Legal Description:

A parcel of land, situate in Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel described in Docket 1816, page 962, records of Coconino County, Arizona, described as follows:

BEGINNING for reference at the Center quarter corner of said Section 3, which is a city of Flagstaff Aluminum cap monument;

thence North 00° 13' 33" West along the mid-section line of Section 3, a distance of 347.04 feet to a found ½ inch rebar;

thence North 00° 06' 31" West along the mid-section line of Section 3, a distance of 346.09 feet to a found ½ inch rebar;;

thence North 88° 09' 23" West along the South line of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 3, a distance of 250.56 feet, to the TRUE POINT OF BEGINNING

thence North 88° 09' 23" West, along the South line of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 3, a distance of 209.06 feet;

thence North 00° 03' 01" West, a distance of 1041.75 feet, to the North line of the South half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 3;

thence South 88° 29' 57" East, along the North line of the South half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 3, a distance of 209.02 feet;

thence South 00° 03' 41" East, a distance of 1043.00 feet, back to the TRUE POINT OF BEGINNING.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Polina Aukon, a single woman, and
Jana Aukon and Silas Page, husband and wife, and
George Aukon and Tamara Aukon, husband and wife

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS PO Box 1944, FLAGSTAFF, AZ 86002

SIGNATURE

Sanaluka George Aukon by Jana Aukon as his attorney in fact

T. Aycock; Polina Aukon

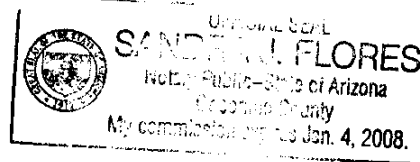
STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 20 day of Nov., 2005, by Silas Page, Jana Aukon & Sanaluka Aukon BSAIF for George Aukon

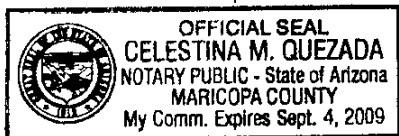
[Signature]
Notary Public

My Commission Expires:

STATE OF ARIZONA)
County of Coconino)



The foregoing Easement was acknowledged before me this 5 day of December, 2005, by Tamara Aukon



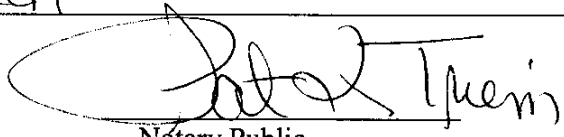
Celestina M. Quezada
Notary Public

My Commission Expires:

STATE OF ARIZONA)

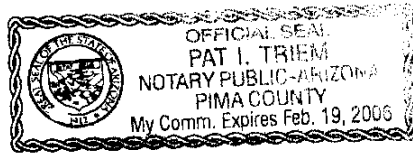
County of ~~Cocconino~~ Pima

The foregoing Easement was acknowledged before me this 30 day of
November, 2005, by Palina Aukon



Notary Public

My Commission Expires: 2-19-2006



Parcel No. 113-05-014 (B)

Owner: Polina Aukon, a single woman and Jana Aukon and Silas Page, husband and wife, and George Aukon and Tamara Aukon, husband and wife all as Joint Tenants with Right of Survivorship

Legal Description:

A parcel of land, situate in Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of the Southeast quarter of the Southwest quarter of the Northeast quarter of the Northwest quarter and the Northeast quarter of the Southeast quarter of the Northwest quarter and the East half of the Northwest quarter of the Southeast quarter of the Northwest quarter of said Section 3, more particularly described as follows:

BEGINNING for reference at the Center quarter corner of said Section 3, which is a city of Flagstaff Aluminum cap monument;

thence North 00° 13' 33" West along the mid-section line of Section 3, a distance of 347.04 feet to a found ½ inch rebar;

thence North 00° 06' 31" West along the mid-section line of Section 3, a distance of 346.09 feet to a found ½ inch rebar, to the TRUE POINT OF BEGINNING;

thence North 88° 09' 23" West along the South line of the Northeast quarter of the Southeast quarter of the Northwest quarter of said Section 3, a distance of 250.56 feet;

thence North 00° 03' 01" West, a distance of 1043.00 feet, to the North line of the South half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 3;

thence South 88° 29' 57" East, along the North line of the South half of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 3, a distance of 250.51 feet to the mid-section line of said Section 3;

thence South 00° 05' 49" East, along said mid-section line, a distance of 347.53 feet;

thence South 00° 01' 38" East, along said mid-section line, a distance of 696.98 feet, back to the TRUE POINT OF BEGINNING.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) August L. Clancy and Deborah H. ~~Clancy~~ KORDON

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS 8 RAIN VALLEY ROAD
FLAGSTAFF, AZ 86004

SIGNATURE

August L. Clancy
Deborah H. Kordon

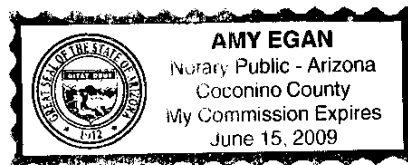
STATE OF ARIZONA)
County of Coconino)

The foregoing Easement was acknowledged before me this 28 day of JAN 2008, by Deborah Kordon / August Clancy

[Signature]
Notary Public

My Commission Expires:

June 15 2009



Parcel No. 113-05-003T

Owner: August L. Clancy and Deborah H. Kordon, husband and wife as Joint Tenants with Right of Survivorship

Legal Description: The Northeast quarter of the Southwest quarter of the Southwest quarter of the Northeast quarter; and the Southeast quarter of the Northwest quarter of the Southwest quarter of Northeast quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

EXHIBIT B

GRANTEES:

Page ___ of ___ Pages

(Owner's Name) Dennis S. Bleeker, The Dennis S. Bleeker Living Revocable Trust,
dated December 22, 1993

DOMINANT ESTATE

(Legal Description) See attached legal descriptions

NOTICE ADDRESS PO Box 10416
Wickenburg, AZ 85341

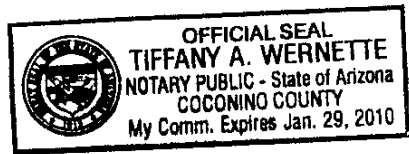
SIGNATURE Dennis Bleeker

STATE OF ARIZONA)
County of Coconino)

Feb, The foregoing Easement was acknowledged before me this 22nd day of
2006, by _____.

Tiffany Wernette
Notary Public

My Commission Expires:



Parcel No. 113-05-012A

Owner: Dennis S. Bleeker, a single man and Dennis S. Bleeker, as Trustee of the Dennis S. Bleeker Living Revocable Trust, dated December 22, 1993

Legal Description:

A Parcel being a parcel described in Docket 2049, page 848, and a portion of a parcel described in Instrument No. 3043967, and located in the South half of the Southwest quarter of the Northwest quarter of Section 3, Township 21 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

FOR REFERENCE begin at the Northwest corner of said Section 3;

Thence South 00°08'00" West (Basis of bearings per Book 4 of Surveys, page 82, records of Coconino County, Arizona) along the West line of said Section 3 and said Parcel described in Docket 2049, page 848, a distance of 2391.88 feet to the Northwest corner of the South half of the South half of the Southwest quarter of the Northwest quarter of Section 3, being a ½ inch rebar capped RLS 29844 and also being the TRUE POINT OF BEGINNING;

Thence South 88°23'38" East, along the North line of said parcel, and the North line of the South half of the South half of the Southwest quarter of the Northwest quarter of said Section 3, a distance of 650.50 feet to a ½ inch rebar capped RLS 29884;

Thence South 00°08'22" West, a distance of 344.50 feet to a ½ inch rebar capped RLS 29884, being a point on the South line of said parcel described in Instrument # 3043967 and the East-West mid-section line of Section 3;

Thence North 88°18'37" West, along the South line of said parcel, and along the East-West mid-section line, a distance of 650.49 feet to the West quarter corner of said Section 3;

Thence North 00°08'00" East, along the West line of said parcel described in Docket 2049, page 848 and said Section 3, a distance of 343.55 feet to the Point of Beginning.

EXHIBIT C
RAIN VALLEY ROAD CONSTRUCTION COSTS,
SCHEDULE OF 2005 ASSESSMENTS FOR CONSTRUCTION
COSTS, AND 2005/2006 ASSESSMENT FOR ROAD
MAINTENANCE

Rain Valley Road Construction Costs

| | | |
|---|-------------|--------------------------------|
| Crushed Asphalt, paid by Jim Cullen | \$60,000.00 | |
| Trucking, paid by Jim Cullen | \$ 7,000.00 | |
| Culvert, paid by Jim Cullen | \$ 5,400.00 | |
| | | |
| Sub-Total - Amounts paid by Jim Cullen: | | \$72,400.00 |
| Engineering | \$ 6,500.00 | |
| Geo Tech | \$ 3,075.00 | |
| Summit Survey | \$ 2,000.00 | |
| AZ Test Lab | \$ 2,000.00 | |
| Survey | \$ 1,500.00 | |
| | | |
| Sub-Total - First Round of Engineering, etc: | | \$15,075.00 |
| Advertising for State Access | \$ 1,000.00 | |
| Appraisal for State Access | \$10,000.00 | |
| | | |
| Sub-Total - State Access: | | \$11,000.00 |
| Northland Survey | \$ 3,200.00 | |
| AZ Test Lab | \$ 1,595.00 | |
| Engineering (C. Laguna) | \$ 1,204.72 | |
| | | |
| Sub-Total - Additional Engineering, etc. | | \$ 5,999.72 |
| P & S Equipment: | | \$10,000.00 |
| Billy Bob Lane: | | \$ 3,640.00 |
| City of Flagstaff Permit: | | \$ 260.00 |
| Auza's Bid to Complete Work: | | \$76,350.00 |
| Pioneer Title Fees: | | \$ 1,100.00 |
| Tony Cullum Fees (\$11,000.00, but Owners who paid agree to \$6,500.00) | | \$ 6,500.00 |
| | | |
| Total Rain Valley Road Construction Costs: | | \$202,324.72 |
| Per Owner, Divided Among Twenty-Three Owners/Members*: | | \$ 8,796.73[†] |

Rev. 11/16/05

Schedule of 2005 Assessments for Rain Valley Road Construction Costs

(Subject to revision based on the actual number of Owners/Members who are parties to this Rain Valley Road Easement Agreement)

| Parcel | Owner | Proportionate Share of Construction Cost† | Credits | Total Due from Owner | Total Received As of 11/16/05 |
|--------|------------------------------|---|--|----------------------|-------------------------------|
| 2B | Fanning/Wilma Smith, Trustee | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 2H | Wilma Smith, Trustee | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 2K | Copeland | \$8,796.73 | | \$8,796.73 | |
| 2T | Ovalle | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 3E | Cullen | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) \$1,100.00 (Pioneer Title) \$6,392.14 (Cullum) | \$4.59 | |
| 3G | Pierce/P&S Equipment | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 3J | Wilma Smith, Trustee | * | | * | |
| 3L | Lane | \$8,796.73 | \$ 50.00 (State Access) \$3,640.00 (Extra Easement) | \$5,106.73 | |
| 3M | Wilma Smith, Trustee | * | | * | |

Rev. 11/16/05

| Parcel | Owner | Proportionate Share of Construction Cost† | Credits | Total Due from Owner | Total Received As of 11/16/05 |
|--------|--------------------|---|---|----------------------|-------------------------------|
| 3P | Bailey | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 3R | Evola | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 3S | Hensen | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 3T | Clancy | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 3V | Musil | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) \$6,921.43 (Various Expenses) \$2,650.00 (State Access) | (\$2,074.70) | |
| 5 | Ashley | \$8,796.73 | | \$8,796.73 | |
| 6 | Cullen/Callender | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 7 | Jorgenson | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) \$6,921.43 (Various Expenses) | \$575.30 | |
| 8 | Bob Smith, Trustee | \$8,796.73 | | \$8,796.73 | |

Rev. 11/16/05

| Parcel | Owner | Proportionate Share of Construction Cost [†] | Credits | Total Due from Owner | Total Received As of 11/16/05 |
|----------------|----------------------|---|---|----------------------|-------------------------------|
| 9 | Wilma Smith, Trustee | * | | * | |
| 10 | Pierce/P&S Equipment | * | | * | |
| 11F | Wilson | \$8,796.73 | \$ 183.33 (State Access) \$ 250.00 (Engineering) | \$8,363.40 | |
| 11G | MackInlay/Smith-Seng | \$8,796.73 | \$ 183.33 (State Access) \$ 250.00 (Engineering) | \$8,363.40 | |
| 11H | Clements/Barfield | \$8,796.73 | \$ 183.33 (State Access) \$ 250.00 (Engineering) | \$8,363.40 | |
| 12A | Bleeker, Trustee | \$8,796.73 | \$ 50.00 (State Access) | \$8,746.73 | |
| 13 | Rhoades | \$8,796.73 | \$ 550.00 (State Access) \$ 750.00 (Engineering) | \$7,496.73 | |
| 14A | Duque | \$8,796.73 | \$ 275.00 (State Access) | \$8,521.73 | |
| 14B | Aukon, Page | \$8,796.73 | \$ 275.00 (State Access) | \$8,521.73 | |
| TOTALS: | | | | | |
| 27 parcels | 23 Owners | \$202,324.79 | \$46,474.99** | \$155,849.80 | |

*Property owners who own more than one parcel and multiple property owners who own one parcel together shall be treated as one property owner.

[†]All costs and assessments set forth in this Exhibit C are calculated and contingent upon the Association consisting of twenty-three (23) Owners/Members. Each party's ultimate proportionate share shall be determined based on the actual number of Owners/Members who are parties to this Rain Valley Road Easement Agreement.

**Total Credits equal the amount all ready paid out (\$42,835.00) plus the amount of the payment to Billy Bob Lane (\$3,640.00).

2005/2006 Assessment for Road Maintenance

The 2005/2006 Assessment for Road Maintenance shall be estimated at \$750.00 per property owner. Property owners who own more than one parcel and multiple property owners who own one parcel together shall be treated as one property owner.