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WHEN RECORDED, RETURN TO:

The Fain Signature Group, L.L.C.
11750 E. Highway 69
Dewey, Arizona 86327

BIG SKY BUSINESS PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the BIG SKY BUSINESS PARK (hereinafter sometimes referred to as the CC&R's) is made this 18th day of JANUARY, 2002, by FAIN SIGNATURE GROUP, L.L.C., an Arizona limited liability company (herein referred to as "Declarant") with its principal place of business at 11750 Eat Highway 69, Dewey, Arizona 86327.

A. DECLARANT.

Declarant is the owner of certain real property in the Town of Prescott Valley, in the County of Yavapai, State of Arizona, described in Exhibit "A", which is attached hereto and by reference made a part hereof (hereinafter the "Property"). "Declarant" shall mean the undersigned, its successors and assigns.

B. ESTABLISHMENT OF RESTRICTIONS.

Declarant hereby declares that the Property is now held, and shall hereinafter be held, transferred, sold, leased, conveyed and occupied, subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with each and every parcel of the Property and shall apply to and bind the personal representatives, heirs, assigns and successors in interest of any owner ("Owner") hereof.

C. CREATION OF ECOLOGICAL ENVIRONMENT.

1. The purpose of these CC&R's is to ensure the proper development and use of the Property (the "Development") to protect the Owners of parcels contained within the bounds of the Property ("Parcels") against improper development and use.
2. The preservation of long-term property value is the key principle of the Big Sky Business Park concept of planned business development. The protective regulations of these CC&R's govern all Big Sky Business Park Property in the interest of providing each client optimum return on real estate investment.
3. These CC&R's are an extension of the Town of Prescott Valley (the "Town") Zoning Ordinance and are intended to sustain an environment of quality development, integrity of the Town's master plan, and preservation of the tangible qualities of property value. Except as set forth at Section V below, or

as may be set forth at Section V in the future, in the event there is a discrepancy between these CC&R's and the Town Zoning Ordinance, the most restrictive shall apply.

4. The Property shall be used only for light industrial purposes, including, but not limited to, manufacturing, warehousing, distributions, business offices, commerce, research facilities, technology, wholesale/retail trade, streets and utilities incident thereto, provided that all specific uses must be in compliance with applicable Town zoning regulations.
5. No activity shall be conducted on the Property which shall emit smoke or any other noxious fumes into the atmosphere. No mining nor drilling shall be conducted on the Property which emits a noise or sound for a period or periods aggregating more than three (3) minutes in any one hour and which is objectionable due to loudness, intermittence, beat, frequency or shrillness.

D. PLAN APPROVAL.

All plans pertaining to building design, construction, landscaping, signs and subsequent exterior alterations are subject to prior approval by Big Sky Business Park Architectural Control Committee, (the "Committee"). The purpose of the Committee is to maintain control of the Development and to interpret this Agreement. Committee decisions will not serve to establish precedents. Plans must meet all building code, permit requirements and other applicable rules and regulations of the Town and shall include, but not be limited to, plot layout, all exterior elevations with materials and colors therefore, structural design, signs, landscaping and detail for screening exteriorly exposed mechanical equipment, and shall be submitted to and approved in writing by the Committee prior to commencement of any construction. The Committee shall either approve or disapprove or make recommendations within forty-five (45) days after receipt of the plans. The failure of the Committee to approve, disapprove or make recommendations within this 45-day period will constitute an approval. Any disapproval or recommendation by the Committee regarding the plan shall specify the particular reason therefore. Upon such disapproval or recommendation, the Committee and the affected Owner shall mutually consult to establish a final plan for approval. No party shall arbitrarily or unreasonably withhold approval of the plans. Neither Declarant, the Committee, members of the Committee, their agents, employees, officers, directors, successors or assigns shall be liable in damages to anyone submitting plans to them for approval, nor to any Owner or lessee of land affected by these CC&R's by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval, or failure to approve such plans. Every person, Owner or lessee agrees, by submission of such plans, that he will not bring any action or suit against Declarant, the Committee, any members of the Committee or their employees, agents, officers, directors, successors, or assigns, to recover any damages. Whenever in these CC&R's the consent of the Committee is required, such consent shall only be effective if it is in writing.

In addition to any other requirements of the Committee, any building constructed on the Property shall be decorative masonry construction, the equivalent or better, but no building therein shall be covered with asbestos siding. No building over ten thousand (10,000) sq. ft. shall be constructed with a wooden frame. The exterior finish of the front wall and the side walls to a minimum depth of twenty feet must be face brick, painted masonry, stucco, or the equivalent. Buildings located on corner lot sites must comply with the immediately foregoing regulation on the two (2) street facing sides. The exterior finish of the remainder of the side and back walls shall be brick, concrete blocks, tile blocks or architectural enameled metal siding, an equivalent or better. No exposed galvanized sheet metal will be permitted. When the walls are constructed of concrete or concrete blocks, unless the exterior finish is stucco, granite or an equivalent, the joints shall be tooled or painted and such exterior walls shall be rubbed down and covered sufficiently with standard waterproofing paint. All exposed walls must be properly maintained and/or repainted on a regularly scheduled basis. All other types of construction not covered in the above must be first submitted to and have a written approval of the Committee.

All buildings and structures shall be painted by or on behalf of the Owner thereof at its sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such buildings or structure and must be specifically approved in writing by the Committee.

The Committee shall consist of at least three members who shall initially be appointed by the Declarant. A member of the Committee need not be an Owner. Members of the Committee may be removed by the person(s) or entity having the power and authority to appoint them, at any time and without cause. The Declarant shall have the sole right to appoint and remove members of the Committee for so long as the Declarant owns any part or portion of the Property.

When the Declarant no longer owns any portion or part of the Property, the members of the Committee shall be appointed and/or removed by the affirmation vote of the owner or owners of two-thirds of the total square footage of land area in the Big Sky Business Park.

The Committee shall meet from time to time as may be necessary to perform its duties under these CC&Rs. The vote of the majority of the Committee, or the written consent of the majority of the Committee, shall control the acts of the Committee.

The Committee may establish rules and/or guidelines setting forth the procedures for and the required content of applications that are submitted to the Committee for approval.

The Committee may authorize minor variances from compliance with these CC&Rs, provided that such minor variances are not detrimental to the Big Sky Business Park, nor which could significantly defeat or adversely affect the purpose or benefit of Property ownership within the Big Sky Business Park.

E. COMMENCEMENT AND COMPLETION OF CONSTRUCTION.

Property Owners in the Big Sky Business Park shall be obligated to begin, or cause to begin, construction of a facility within two (2) years of the date of acquisition of their Property. After commencement of construction of any structure, the Owner shall diligently prosecute the work thereon, or cause the diligent prosecution of the construction to occur, to the end that the structure shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof.

F. LAND-TO-BUILDING RATIO.

MI and C3 properties – The maximum lot coverage shall be in accordance with the Town Zoning Ordinance.

MI and C3 properties – The height of buildings shall be in accordance with the Town Zoning Ordinance.

G. SETBACKS AND LOCATION OF IMPROVEMENTS – C3 and M1.

Front, rear and side yard setbacks shall be in accordance with Town Zoning Ordinances.

H. FENCING AND SCREENING REQUIREMENTS.

1. All operations and storage on the Property shall be conducted within a completely enclosed building or within an area on the side or back of the Property enclosed by a solid wall, fence and/or landscape screen (collectively "Fencing") at least six (6) feet in height and no taller than eight (8) feet in height, provided, however, that no object stored or located on the Property shall extend above or be stacked higher than the Fencing so erected.
2. Plans for all Fencing will be submitted to the Committee for approval prior to installation. Fences shall be properly maintained and free of rust, decay and unapproved vegetation. No Fence shall obstruct the clear sight distance along any street or road, and shall not extend any closer to any street or road than the minimum building setback line, in accordance with the Town Zoning Ordinance.
3. No outside storage or display of goods or materials will be permitted in the front setback area of any Parcel.
4. Any loading docks or service areas should be well maintained and kept free of any shipping materials, clutter, debris and the like, and should not be allowed to create an unsightly condition which would be visible from the adjoining streets, roads or sidewalks.

I. LANDSCAPING AND SITE STANDARDS.

Every Parcel on which a building shall be placed shall be developed according to plans approved by the Committee, and shall be, except as set forth below at Section V,

developed, landscaped and maintained in accordance with the Town Zoning Ordinance. In addition thereto, there shall be a 5' landscape strip along any parking lot, which is adjacent to a side lot line that is located between a building and the roadway. Any bulk liquid storage tanks shall be located in accordance with the Town Zoning Ordinance and government regulations, and shall be approved in writing by the Committee.

J. PARKING/SERVICE AREAS.

Parking, loading and maneuvering areas shall be developed in accordance with the Town Zoning Ordinance and approved in writing by the Committee.

K. UNIFORM SIGN STANDARDS.

1. Each occupant shall be allowed one (1) sign on each public right-of-way frontage of a Parcel. Each sign shall be attached to a building and extend parallel or substantially parallel thereto and not more than one (1) foot from, but not above, the building. The area of the sign shall be limited to one (1) square foot for each lineal foot of frontage on the public right-of-way on which the sign faces. Flashing or intermittently illuminated signs shall be prohibited and any lighting of signs must be accomplished in such a way that the lighting is restricted to the signs. Ground signs shall be permitted with the approval in writing of the Committee, and in accordance with the Town Zoning Ordinance.
 - a. Total attached signage shall not exceed one hundred sixty (160) square feet per occupant. Attached signage shall not extend horizontally a distance greater than fifty (50) percent of the width of the building wall on which it is displayed;
 - b. The contents of the sign shall be limited to identifying the name, business, products or services sold or produced by the firm occupying the premises;
 - c. One temporary sign offering the premises for sale, resale or lease, not exceeding twenty (20) square feet in area, may be located on the front Parcel area when specifically approved in writing by the Committee.
2. Each approved Parcel shall be permitted one (1) detached monument type sign not to exceed fifty (50) square feet or ten (10) feet in height, the base of any such sign being at least fifty (50) percent of the total aggregate width, and shall be located a minimum seven (7) feet from any Property line.
3. Sign identifications on buildings or building sites shall only be of such size, design and color as is specifically approved by the Committee, and are to conform, but not exceed Town Zoning Ordinance requirements.

L. LIGHTING.

Any private spotlighting or illuminating devices shall be so shielded that the light source is not visible from a public right-of-way or adjacent Parcels or Property and so directed

that the beams therefrom shall not be a blinding deterrent for drivers, and not be thrown on public rights-of-way or adjacent property. The design and type of exterior light standards for illumination shall be in accordance with Town Zoning Ordinance, and approval in writing by the Committee. Metal halide lighting is prohibited as an outdoor lighting source.

M. DAMAGED OR DESTROYED BUILDINGS.

If any building or other improvement in the Big Sky Business Park is damaged or destroyed by fire, storm, explosion or otherwise, then, and in that event, all debris resulting from such damage or destruction shall be cleaned up and removed from said property by the Owner, and all necessary demolition and removal thereof arising from such damage or destruction shall be completed by Owner within forty-five days of the said damage or destruction. Restoration and/or reconstruction shall begin within nine (9) months of the date of such damage or destruction. In the event such construction is not begun within the nine (9) month period, then, and in that event, the Owner shall demolish all damaged or destroyed improvements on the said Property and leave the Property in a broom-swept condition.

N. SURFACE WATERS.

No land owner shall, in using his own land, divert or cause diffused surface and drainage waters from their natural course to such an extent that such diverted waters shall back up, accumulate or flow unnaturally onto the property of another.

O. WASTE DISPOSAL.

The disposal of all liquid and solid waste shall comply strictly with all local, State and Federal laws and regulations applicable thereto. Any and all waste disposal into the Town's central sewer system must be such as is in compliance with the Town of Prescott Valley Rules and Regulations. The protection of surface and ground water quality, and clean air quality controls are under the jurisdiction of the United States Environmental Protection Agency, Arizona Department of Environmental Quality, and other governmental entities and their rules and regulations governing disposal of any waste materials will be strictly adhered to and enforced.

P. UTILITIES.

All facilities for utilities serving the Property and any structures located thereon including, but not limited to, electricity, water, sewer, gas and telephone, shall be located underground in either dedicated rights-of-way or easements and shall comply with all applicable governmental rules and regulations. In addition to those rights-of-way and/or easements currently of record, if any, the Declarant reserves to itself the right to grant and locate appropriate rights-of-way and/or easements as may be necessary to ensure proper utility service, as well as ingress and egress, to the Big Sky Business Park.

Q. OBJECTIONABLE USES AND PROHIBITED OPERATIONS.

Care is taken to select industrial/business neighbors whose businesses are compatible to the overall development of the Property. No open storage is permitted unless protected by Fencing, in accordance with these CC&R's and, if applicable, the Town Zoning Ordinance. Uses which are prohibited under any applicable Town nuisance ordinance or which are considered objectionable to such an extent as to constitute a nuisance and violate public policy by reason of, without limitation, noise, glare, odor, dust, vibration, radiation, smoke, toxic fumes or the hazardous nature of the operation are prohibited.

Mining and drilling operations for the removal of minerals, oil, gas, or other hydrocarbon substances and water on the Property subject to these CC&R's shall not be permitted without the prior written consent of the Committee. Any consent of the Committee to allow mining and/or drilling activities shall, at a minimum, prohibit the interference in the use of the surface of any property within the Big Sky Business Park provided, however, that neither the Committee nor the Declarants shall be liable, in any way, and for any damages, claims, injuries, decrease in value, or the like should mining and/or drilling activities occur without Declarant's or the Committee's approval and which interfere with the use of the Owners property and which activities are conducted by a governmental entity or by a person or entity enjoying oil and gas, water, hydrocarbon or other mineral rights superior to Declarants as of the date hereof.

The following operations and uses shall not be permitted on the Property:

1. Residential
2. Trailer courts
3. Labor camps
4. Junk, wrecking yards or salvage yards
5. Commercial excavations of building
6. Distillation of bones
7. Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse.
8. Fat rendering
9. Stockyards or slaughter of animals
10. Cemeteries or crematoriums for human or animal interment
11. Pet shops
12. Refining of petroleum or of its products
13. Raising of any animals for husbandry, domestic, or other purposes
14. Hog raising
15. Mobile home sales
16. Flea market operations
17. Adult oriented businesses as defined in the Town Zoning Ordinance.
18. Discharge of smoke, dust, dirt, fly ash, or noxious, toxic or corrosive fumes or gases into the atmosphere, or activities which produce obnoxious odors.
19. Such other operations or uses as may be prohibited by the Committee.

R. C-3 ZONED PROPERTY.

In order to ensure compatible light-industrial use between C-3 zoned property and M-1 zoned property, wholesale and retail sales facilities must be approved in writing by the Committee, and comply with these CC&R's and all other applicable governmental regulations.

S. ENFORCEMENT.

1. In the event that an Owner has failed to observe or perform any of its obligations or duties under these CC&Rs, (a "non-complying Owner") the Declarant or any other Owner shall give such non-complying Owner written notice of such violation and such non-compliant Owner shall observe or perform the obligation or duty required in the written notice within ten (10) days after receipt; provided, however, that if such non-performed or non-observed obligation or duty is one which cannot be performed or observed within ten days, then so long as such non-compliant Owner commences such performance or observance within the ten day period and thereafter diligently prosecutes such performance or written observance until completion to the satisfaction of the objecting party, then the objecting party shall not be entitled to exercise the remedy provided for in the immediately following sentence. Should the non-compliant Owner fail to fulfill its obligation or duty as set forth in the notice and within such period, then the objecting party shall have the right and power to enter upon the non-compliant Owner's parcel and perform such obligation or duty without liability to any person for damages or wrongful entry or trespass. Such non-compliant Owner shall be liable for the costs of such work and shall promptly reimburse the objecting party for such costs. In addition to the foregoing, the Declarant or other non-defaulting Owner shall be entitled to initiate and prosecute a proceeding at law or in equity against the non-complying Owner who has violated or which is attempting to violate any of the restrictions set forth in these CC&Rs to enjoin or prevent it from doing so, to cause the violation to be remedied or to recover damages for the violation. The condition of providing written notice prior to any entry upon a non-complying Owner's property shall not be required in the event that the condition or violation which requires remediation is of a nature so as to constitute an emergency.
2. The result of every action or omission, whereby any restriction herein contained is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner or lessee, either public or private, shall be applicable against every such nuisance and may be exercised by Declarant, the Committee or by any Owner of Property subject to these restrictions.
3. In any legal or equitable proceeding for the enforcement of, or to restrain the violation of these CC&R's, or any provision hereof, the losing party or parties shall pay the costs, expenses and attorneys' fees of the prevailing party or

parties in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

4. Declarant or the Committee, or members of the Committee may, from time to time, at any reasonable hour or hours, and with reasonable advance notice, enter and inspect any Property subject to these restrictions to ascertain compliance therewith.
5. The failure of Declarant, the Committee or any property Owner to enforce any restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so hereafter, nor of the right to enforce any other provision or restriction of these CC&R's.

T. TERM.

These CC&R's, every provision hereof, and every Covenant, Condition and Restriction contained herein, shall continue in full force and effect for a period commencing on the date hereof and expiring forty (40) years from said date.

U. ASSIGNMENTS OF DECLARANT'S RIGHTS AND DUTIES.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent, in writing, to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant," as used herein, includes all such assigns and their personal representatives, heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these Restrictions may be terminated, extended, modified or amended under Section V of this Declaration.

V. FUTURE ADJUSTMENTS.

For so long as the Declarant is an Owner of a Parcel within the Big Sky Business Park, these CC&R's may be amended, modified or terminated, in whole or in part, only by the Declarant. In exercising its rights under this Section V, Declarant may modify or amend these CC&R's in non-uniform ways such that amendments, modifications or partial terminations may apply to some of, but not all of, the Property, or Parcels. After the Declarant is no longer an Owner of a Parcel within the Big Sky Business Park, these CC&R's may not be amended or modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners of the Parcels containing seventy-five percent (75%) of the total square footage of land area in the Big Sky Business Park at the time of such modification or termination. Any amendment or modification of these CC&R's, whether by Declarant or other Owner(s), shall be effective only by written instrument duly executed and acknowledged by the Declarant or the required Owner(s)

and recorded in the office of the Recorder of Yavapai County, Arizona. No amendment or modification or termination of these CC&R's shall adversely affect or impact existing, valid uses of property within the Big Sky Business Park or affect the rights of any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

Provided that an amendment or modification otherwise complies with all applicable governmental laws, rules or regulations, these CC&R's may be amended or modified in such a way as to vary from the Town's Zoning Code.

W. CONSTRUCTIVE NOTICE AND ACCEPTANCE.

Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to these CC&R's is contained in the instrument by which such person acquired an interest in the Property.

X. MUTUALITY, RECIPROCITY, RUNS WITH LAND.

All restrictions, conditions, covenants, reservations, easements, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each Parcel in favor of every other Parcel; shall create reciprocal rights and obligations between the respective Owners of all Parcels and privity of contract and estate between all grantees of said Parcels, their personal representatives, heirs, successors and assigns; and shall, as to the Owner of each Parcel, his personal representatives, heirs, successors and assigns operate as covenants running with the land, for the benefit of all other Parcels.

Y. EFFECT OF INVALIDATION.

If any provision(s) of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

This Declaration of Covenants, Conditions and Restrictions shall be recorded in the office of the Recorder of Yavapai County, Arizona.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions on the date first hereinabove written.

FAIN SIGNATURE GROUP, L.L.C., an
Arizona limited liability company

By: U. and C. Management, Inc., an
Arizona corporation, its Manager

By: Ron Fain
Ron Fain
Its President

UNOFFICIAL COPY

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 18th day of JANUARY, 2002, by Ron Fain, President of U. and C. Management, Inc., an Arizona corporation, Manager of Fain Signature Group, L.L.C., an Arizona limited liability company, on behalf of the corporation.

Carolyn Y. Fraser
Notary Public

My Commission Expires: 12-19-2003



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EXHIBIT "A"
BIG SKY BUSINESS PARK

PARCEL ONE:

All that portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Base and Meridian, described as follows:

COMMENCING at the Northwest Section Corner of said Section 19; thence South $02^{\circ}22'49''$ East along the East line of Prescott Valley Unit Seven Subdivision as recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 13 of Maps and Plats, page 56, and the East line of Prescott Valley Unit Fourteen Subdivision as recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 13 of Maps and Plats, page 90, distant 770.20 feet; thence South $68^{\circ}17'20''$ East along the Northerly right-of-way line of Valley Road, a dedicated street, distant 296.38 feet to a point in the North line of Prescott Valley Business Park as recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 24 of Maps and Plats, page 28; thence North $78^{\circ}58'50''$ East along the said North line of Prescott Valley Business Park, distant 2,569.99 feet to a point in the Westerly right-of-way line of El Paso Natural Gas Company, Incorporated, said point also being the most Northeasterly Subdivision corner of said Prescott Valley Business Park; thence North $28^{\circ}03'50''$ West along the said Westerly right-of-way line of El Paso Natural Gas Company, Incorporated, distant 436.09 feet to a point in the North Section line of said Section 19; thence North $89^{\circ}55'55''$ West along the said North Section line of said Section 19, distant 23.97 feet to the North Quarter corner of said Section 19; thence continuing North $89^{\circ}55'55''$ West along the said North Section line of said Section 19, distant 2,600.81 feet to the POINT OF BEGINNING.

Containing 41.67171 acres, more or less, as recorded in Book 3415, Page 461-463, of the Official Records of Yavapai County, Arizona.

AND EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 1 Prescott Valley Business Park, being a portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South $1^{\circ}31'19''$ East along the East line of said Northwest Quarter for 427.41 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence South $78^{\circ}58'50''$ West along said North line for 1923.12 feet, to the Northeast corner of Lot 1 of said plat, being the true POINT OF BEGINNING; thence continue South $78^{\circ}58'50''$ West along said North line for 425.09 feet, to the Northerly right-of-way line of Valley Road, being

30.00 feet from the centerline; thence North $68^{\circ}17'20''$ West along said Northerly right-of-way line for 296.27 feet, to the East line of Lot 2278 of Prescott Valley Unit 7, according to the plat thereof recorded in Book 13 of Maps, Page 56, records of Yavapai County, Arizona; thence North $2^{\circ}22'43''$ West along said East line for 120.00 feet; thence South $86^{\circ}13'22''$ East for 678.80 feet, to the Northerly extension of a line common to Lots 1 and 2 of said plat of Prescott Valley Business Park; thence South $11^{\circ}01'10''$ East along the Northerly extension for 105.47 feet to the true POINT OF BEGINNING.

AND IN ADDITION, EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 2 Prescott Valley Business Park, being a portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South $1^{\circ}31'19''$ East along the East line of said Northwest Quarter for 427.41 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence South $78^{\circ}58'50''$ West along said North line for 1713.12 feet, to the Northeast corner of Lot 2 of said plat, being the true POINT OF BEGINNING; thence continue South $78^{\circ}58'50''$ West along said North line for 210.00 feet, to the Northwest corner of said Lot 2; thence North $11^{\circ}01'10''$ West along the Northerly extension of that line common to Lots 1 and 2 of said plat for 50.00 feet; thence North $78^{\circ}58'50''$ East parallel with said North line for 210.00 feet, to the Northerly extension of that line common to Lots 2 and 3 of said plat; thence South $11^{\circ}01'10''$ East along said Northerly extension for 50.00 feet to the true POINT OF BEGINNING.

AND IN ADDITION, EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 3 Prescott Valley Business Park, being a portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South $1^{\circ}31'19''$ East along the East line of said Northwest Quarter for 427.41 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence South $78^{\circ}58'50''$ West along said North line for 1503.12 feet, to the Northeast corner of Lot 3 of said plat, being the true POINT OF BEGINNING; thence North $11^{\circ}01'10''$ West along the Northerly extension of that line common to Lots 3 and 4 of said plat for 50.00 feet; thence South $78^{\circ}58'50''$ West parallel with said North line for 210.00 feet, to the Northerly extension of that line common to Lots 2 and 3 of said plat; thence South $11^{\circ}01'10''$ East along said

Northerly extension for 50.00 feet, to the Northwest corner of said Lot 3; thence North 78°58'50" East for 210.00 feet to the true POINT OF BEGINNING.

AND IN ADDITION, EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 4 Prescott Valley Business Park, being a portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South 1°31'19" East along the East line of said Northwest Quarter for 427.41 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence South 78°58'50" West along said North line for 1283.12 feet, to the Northeast corner of Lot 4 of said plat, being the true POINT OF BEGINNING; thence continue South 78°58'50" West along said North line for 220.00 feet, to the Northwest corner of said Lot 4; thence North 11°01'10" West along the Northerly extension of that line common to Lots 3 and 4 of said plat for 50.00 feet; thence North 78°58'50" East, parallel with said North line for 220.00 feet, to the Northerly extension of that line common to Lots 4 and 5 of said plat; thence South 11°01'10" East along said Northerly extension for 50.00 feet to the true POINT OF BEGINNING.

AND IN ADDITION, EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 6 Prescott Valley Business Park, being a portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South 1°31'19" East along the East line of said Northwest Quarter for 427.41 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence South 78°58'50" West along said North line for 828.12 feet, to the Northeast corner of Lot 6 of said plat, being the true POINT OF BEGINNING; thence North 11°01'10" West along the Northerly extension of that line common to Lots 6 and 7 of said plat for 50.00 feet, thence South 78°58'50" West parallel with said North line for 230.00 feet, to the Northerly extension of that line common to Lots 5 and 6 of said plat; thence South 11°01'10" East along said Northerly extension for 50.00 feet, to the Northwest corner of said Lot 6; thence North 78°58'50" East for 230.00 feet to the true POINT OF BEGINNING.

AND IN ADDITION, EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 9 Prescott Valley Business Park, being a portion of the North half of

Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South $1^{\circ}31'19''$ East along the East line of said Northwest Quarter for 427.41 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence South $78^{\circ}58'50''$ West along said North line for 178.12 feet, to the Northeast corner of Lot 9 of said plat, being the true POINT OF BEGINNING; thence continuing South $78^{\circ}58'50''$ West along said North line for 210.00 feet, to the Northwest corner of said Lot 9; thence North $11^{\circ}01'10''$ West along the Northerly extension of the West line of said Lot 9 for 50.00 feet; thence North $78^{\circ}58'50''$ East, parallel with said North line for 210.00 feet, to the Northerly extension of that line common to Lots 9 and 10 of said plat; thence South $11^{\circ}01'10''$ East along said Northerly extension for 50.00 feet, to the true POINT OF BEGINNING.

AND IN ADDITION, EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 10 Prescott Valley Business Park, being a portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South $1^{\circ}31'19''$ East along the East line of said Northwest Quarter for 427.41 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence North $78^{\circ}58'50''$ East along said North line for 36.88 feet, to the Northeast corner of Lot 10 of said plat, being the true POINT OF BEGINNING; thence North $11^{\circ}01'10''$ West along the Northerly extension of that line common to Lots 10 and 11 of said plat for 50.00 feet; thence South $78^{\circ}58'50''$ West parallel with said North line for 215.00 feet, to the Northerly extension of that line common to Lots 9 and 10 of said plat; thence South $11^{\circ}01'10''$ East along said Northerly extension for 50.00 feet to the Northwest corner of said Lot 10; thence North $78^{\circ}58'50''$ East for 215.00 feet to the true POINT OF BEGINNING.

AND IN ADDITION, EXCEPTING THEREFROM the following described parcel—Area to be attached to Lot 11 Prescott Valley Business Park, being a portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Meridian, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 19; thence South $1^{\circ}31'19''$ East along the East line of said Northwest Quarter for 427.14 feet, to the North line of Lots 1 through 11 of Prescott Valley Business Park, according to the plat

thereof recorded in Book 24 of Maps, Page 28, records of Yavapai County, Arizona; thence North $78^{\circ}58'50''$ East along said North line for 36.88 feet, to the Northwest corner of Lot 11 of said plat, being the true POINT OF BEGINNING; thence North $11^{\circ}01'10''$ West along the Northerly extension of that line common to Lots 10 and 11 of said plat for 50.00 feet; thence North $78^{\circ}58'50''$ West parallel with said North line for 169.67 feet, to the West right-of-way line of El Paso Natural Gas Company; thence South $28^{\circ}03'50''$ East along said West right-of-way line for 52.30 feet, to the Northeast corner of said Lot 11; thence South $78^{\circ}58'50''$ West for 185.00 feet to the true POINT OF BEGINNING.

PARCEL TWO

All that portion of the North half of Section 19, Township 14 North, Range 1 East of the Gila and Salt River Base and Meridian, described as follows:

COMMENCING at the North Quarter corner of said Section 19; thence South $89^{\circ}55'55''$ East along the North-Section line of said Section 19, distant 92.01 feet to the point of intersection of the said North line of Section 19 with the most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated, said point of intersection being the true POINT OF BEGINNING; thence South $28^{\circ}03'50''$ East along the said most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated, distant 637.87 feet to a point in the Northerly right-of-way line of Valley Road, a dedicated road shown on Town of Prescott Valley Right-of-Way Map recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 29 of Maps and Plats, page 58; thence North $78^{\circ}58'50''$ East along the said Northerly right-of-way line of Valley Road, distant 20.85 feet to a point-of-curve to the left in the said Northerly right-of-way line; thence Northeasterly along the arc of said curved Northerly right-of-way line, distant 273.82 feet (said curved right-of-way line has a radius of 266.00 feet, a central angle of $58^{\circ}58'50''$ and semi-tangents of 150.44 feet) to a point of tangency in the said Northerly right-of-way line of Valley Road; thence North $20^{\circ}00'00''$ East along the said Northerly right-of-way line of Valley Road, distant 178.72 feet to a point-of-curve to the right in the said Northerly right-of-way line of Valley Road; thence Northerly and Northeasterly along the arc of said curved Northerly right-of-way line of Valley Road, distant 408.45 feet (said curved right-of-way line has a radius of 334.00 feet; a central angle of $70^{\circ}04'05''$ and a semi-tangents of 234.17 feet) to a point lying in the North line of said Section 19; thence North $89^{\circ}55'55''$ West along the said North line of Section 19, distant 895.05 feet to the POINT OF BEGINNING.

Containing 5.36330 acres, more or less, as recorded in Book 3416 Page 791-793 of the Official Records of Yavapai County, Arizona.

PARCEL THREE

All that portion of the East half of Section 19 and the West half of Section 20, Township 14 North, Range 1 East of the Gila and Salt River Base and Meridian, lying Northerly from the Northerly right-of-way line of State Highway 69, described as follows:

COMMENCING at the North Quarter corner of said Section 19; thence South $89^{\circ}55'55''$ East along the North Section line of said Section 19, distant 92.01 feet to the point of intersection of the said North line of Section 19 with the most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated; thence South $28^{\circ}03'50''$ East along the said most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated, distant 708.99 feet, more or less, to the point of intersection of the said most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated, with the Southerly right-of-way line of Valley Road, a dedicated road as shown on the Town of Prescott Valley Right-of-Way Map of Valley Road as recorded in the office of the County Recorder of Yavapai County, Arizona, in Book 29 of Maps and Plats, page 58, said point of intersection being the true POINT OF BEGINNING; thence continuing South $28^{\circ}03'50''$ East along the said most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated, distant 460.97 feet to an angle point; thence South $15^{\circ}47'20''$ East along the said most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated, distant 1,115.58 feet to an angle point; thence South $12^{\circ}46'20''$ East, distant 285.97 feet to the point of intersection of the said most Easterly right-of-way line of El Paso Natural Gas Company, Incorporated, with the Northerly right-of-way line of State Highway 69; thence South $68^{\circ}17'20''$ East along the said Northerly right-of-way line of State Highway 69, distant 1,851.27 feet to a point in the East line of said Section 19, being also the West line of said Section 20; thence South $01^{\circ}39'42''$ East along the said East line of Section 19 and the said West line of Section 20, distant 108.94 feet to a point in the said Northerly right-of-way line of State Highway 69; thence South $68^{\circ}17'20''$ East along the said Northerly right-of-way line of State Highway 69, distant 308.76 feet; thence North $01^{\circ}44'40''$ East, distant 1,153.99 feet; thence South $88^{\circ}15'20''$ East, distant 289.84 feet; thence South - $1^{\circ}44'40''$ West, distant 300.00 feet; thence South $88^{\circ}15'20''$ East, distant 753.71 feet; thence South $01^{\circ}44'40''$ West, distant 1,233.12 feet to a point in the said Northerly right-of-way line of State Highway 69; thence South $68^{\circ}17'20''$ East along the said Northerly right-of-way line of State Highway 69, distant 81.49 feet; thence North $01^{\circ}44'40''$ East, distant 3,737.20 feet to a point in a protracted North line of Section 20, said protracted line being a calculated line and not a surveyed line, said distance to be extended or shortened to lie in the true North line of said Section 20; thence South $89^{\circ}49'05''$ West along the said protracted North line of Section 20, distant 1,599.98 feet, more or less, to the Northwest corner of said Section 20, being also the Northeast corner of said Section 19; thence South $01^{\circ}39'42''$ East along the East line of said Section 19, being also the West line of said Section 20, distant 67.83 feet, more or less, to a point; thence North $89^{\circ}55'55''$ West parallel with the said North line of Section 19, distant 155.18 feet, more or less, to the most Northeasterly corner of the Ace Hardware Corporation property, said corner lies South $66^{\circ}06'50''$ West, distant 167.49 feet from the said Northeast

corner of said Section 19; thence South $0^{\circ}04'05''$ West along the Ace Hardware Corporation property line, distant 1,250.00 feet; thence North $89^{\circ}55'55''$ West along the Ace Hardware Corporation property line, distant 1,354.19 feet; thence North $15^{\circ}47'20''$ West along the Ace Hardware Corporation property line, distant 596.69 feet to a point of curve to the left in the said property line having a radius of 430.12 feet; thence Northwesterly along the arc of said curved property line, distant 406.96 feet (said curved property line has a radius of 430.12 feet, a central angle of $54^{\circ}12'40''$ and semi-tangents of 220.16 feet) to a point of compound curved property line to the left having a radius of 50.00 feet; thence Southwesterly along the arc of said compound curved property line, distant 67.51 feet (said compound curved property line has a radius of 50.00 feet, a central angle of $77^{\circ}21'52''$ and semi-tangents of 40.03 feet) to a point in the curved Southerly right-of-way line of said Valley Road, said curved right-of-way line has a radius of 334.00 feet and a radial line bearing North $57^{\circ}21'52''$ West; thence Southwesterly along the arc of said curved right-of-way line distant 270.16 feet (said curved right-of-way line has a radius of 334.00 feet, a central angle of $46^{\circ}20'42''$ and semi-tangents of 142.96 feet) to the POINT OF BEGINNING.

Containing 162.644004 acres, more or less (70.82061 acres in Section 19 and 91.823438 acres in Section 20; as recorded in book 3419 Pages 178-181, and as corrected and re-recorded in Book 3806 Page 1-5, in the Official Records of Yavapai County, Arizona.