DECLARATION OF RESTRICTIVE COVENANTS (Anthem Community Council, Inc./NAOS)

This DECLARATION OF RESTRICTIVE COVENANTS ("Restrictive Covenant") is made this loth day of August, 2011 by Anthem Community Council, Inc., an Arizona non-profit corporation (hereinafter "Declarant").

RECITALS

- A. Anthem Arizona L.L.C., an Arizona limited liability company ("<u>Developer</u>") is the developer of certain real property in Maricopa County, State of Arizona, commonly referred to as "Anthem" (formerly known as the Villages at Desert Hills) (the "<u>Project</u>").
- B. Declarant is the sole owner in fee simple of those portions of the Project legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by this reference (the "Restricted Property"), which consists of approximately 524.1398 acres.
- C. This Restrictive Covenant provides, among other things, compensatory mitigation for certain impacts of the Project pursuant to requirements of the United States Army Corps of Engineers' ("ACOE") Section 404 Permit No. SPL-1997-4006500-RJD effective February 11, 1998 and any amendments thereto ("Section 404 Permit").
- D. Special Condition (g) of the Section 404 Permit requires Developer to record a Restrictive Covenant for all Natural Area Open Space ("NAOS"). This Restrictive Covenant is intended and shall be deemed to satisfy such part of Special Condition (g) as to the Restricted Property.
- E. The Restricted Property is and will remain in a Natural Condition as defined herein and is intended to be preserved in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values (collectively, "Conservation Values"), which are of great importance and interest to the Developer, the Declarant, the ACOE, and to the people of the State of Arizona.
- F. Declarant is the present owner of the Restricted Property and is responsible for development of the Project. Declarant has the responsibility to fulfill mitigation obligations associated with the Project. In accordance with a phasing schedule, Declarant will withdraw as owner of the Restricted Property by transferring ownership in fee to one of the associations formed for the Project (each an "Association"). Upon such conveyance, the Association will assume the roles and responsibilities of Declarant under this Restrictive Covenant and carry out the duties and responsibilities of the owner of the Restricted Property.
- G. The ACOE is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act, and is a third party beneficiary of this Restrictive Covenant.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW THEREFORE, Declarant hereby declares that the Restricted Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on Declarant's heirs, successors in interest, administrators, assigns, lessees, or other occupiers and users of the Restricted Property or any portion of it:

1. Purpose.

- (a) The purpose of this Restrictive Covenant is to ensure the Restricted Property will be retained in perpetuity in a Natural Condition, defined below, and to prevent any use of the Restricted Property that will impair or interfere with the Conservation Values of the Restricted Property (the "Purpose"). Declarant intends that this Restrictive Covenant will confine the use of the Restricted Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation Purpose of this Restrictive Covenant.
- (b) The term "Natural Condition," as referenced in the preceding paragraph and other portions of this Restrictive Covenant, shall mean the condition of the Restricted Property as it exists at the time this Restrictive Covenant is executed, as well as future enhancements or changes to the Restricted Property that occur directly as a result of activities described in (1) Sections 3 and 5 herein or (2) from in-perpetuity maintenance ("Long-Term Maintenance") that occurs on the Restricted Property as described in Section 13 herein.
- (c) Declarant certifies to the ACOE that, to Declarant's actual knowledge, there are no structures or other man-made improvements existing on the Restricted Property other than those shown on the Deliverables or expressly permitted under this Restrictive Covenant (e.g., utility lines, etc.). Declarant further certifies to the ACOE that, to Declarant's actual knowledge, based on one or more title reports prepared for the Anthem property and submitted to the ACOE (collectively, the "Title Report"), there are no previously granted easements existing on the Restricted Property that interfere or conflict with the Purpose of this Restrictive Covenant. Declarant has delivered evidence of the current Natural Condition to the ACOE consisting of (1) a depiction of the Restricted Property showing all relevant and plottable property lines and easements; (2) a color aerial photograph of the Restricted Property at an appropriate scale taken as close in time as possible to the date this Restrictive Covenant is executed; (3) an overlay of the Restricted Property boundaries on such aerial photograph; and (4) on-site color photographs showing the natural features of the Restricted Property (the "Deliverables").
- (d) If a controversy arises with respect to the current Natural Condition of the Restricted Property, the ACOE shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.
- (e) The term "Biological Monitor" shall mean an independent third-party consultant with knowledge of ephemeral wash aquatic resources in the Maricopa County area and expertise in the field of biology or a related field.

- 2. ACOE's Rights. To accomplish the Purpose of this Restrictive Covenant, Declarant hereby grants and conveys the following rights to ACOE or its designees, but without obligation of the ACOE:
- (a) A non-exclusive easement on and over the Restricted Property to preserve and protect the Conservation Values of the Restricted Property;
- (b) A non-exclusive easement on and over the Restricted Property to enter upon the Restricted Property at reasonable times after twenty-four (24) hours' notice to Declarant in order to monitor Declarant's compliance with and to otherwise enforce the terms of this Restrictive Covenant, provided that ACOE or its designee shall not unreasonably interfere with Declarant's use and quiet enjoyment of the Project (other than the Restricted Property). In the event of an emergency or if there is a current violation of this Restrictive Covenant, no prior notice is required in order for ACOE to enter upon the Restricted Property;
- (c) A non-exclusive easement to prevent any activity on or use of the Restricted Property that is inconsistent with the Purpose of this Restrictive Covenant and to require the restoration of such areas or features of the Restricted Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Restrictive Covenant;
- (d) Except as permitted herein, all present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Restricted Property, nor any other property adjacent or otherwise; and
- (e) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Restrictive Covenant.
- 3. Declarant's Duties. Declarant, its successors and assigns shall:
- (a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities would be inconsistent with the Conservation Values and would violate the permitted uses of the Restricted Property set forth in this Restrictive Covenant;
 - (b) Cooperate with the ACOE in the protection of the Conservation Values;
- (c) Repair and restore damage to the Restricted Property directly caused by Declarant, Declarant's guests, representatives or agents and third parties; provided, however, Declarant, its successors or assigns shall not engage in any repair or restoration work in the Restricted Property without first consulting with the ACOE;
- (d) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Restrictive Covenant, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements;
- (e) Perform in-perpetuity Long-Term Maintenance of the Restricted Property as set forth in Section 13 below;

- (f) Install any and all signs as described in Section 5(d) and Section 7 below;
- (g) Perform an annual compliance inspection of the Restricted Property, prepare a brief summary of the findings, and shall make summary available to the ACOE upon request.
- 4. <u>Prohibited Uses.</u> Any activity on or use of the Restricted Property inconsistent with the Purpose of this Restrictive Covenant and not reserved as set forth in <u>Section 5</u> hereof is prohibited. Without limiting the generality of the foregoing, the following uses by Declarant, and its respective guests, agents, assigns, employees, representatives, successors and third parties under Declarant's control, are expressly prohibited on the Restricted Property, except as otherwise provided herein or unless specifically provided for in the Section 404 Permit or in any easements and reservations of rights recorded in the chain of title to the Restricted Property at the time of this conveyance (as set forth in the Title Report).
- (a) Supplemental watering except for habitat enhancement activities described in Section 5(b);
- (b) Use of herbicides, pesticides, rodenticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except as part of an approved activity described in Section 5(b), Section 5(c), or Section 13;
- (c) Incompatible fire protection activities, except fire prevention activities expressly reserved herein;
- (d) Use of off-road vehicles and use of any other motorized vehicles except as necessary to restore native plant communities consistent with Section 5;
 - (e) Grazing or other agricultural activity of any kind;
- (f) Recreational activities except as may be specifically permitted under this Restrictive Covenant;
 - (g) Residential, commercial, retail, institutional or industrial uses;
- (h) Any legal or de facto division, subdivision or portioning of the Restricted Property, except the platting of the Restricted Property as separate tracts designated as "Natural Area Open Space" or similar label in connection with the platting of the Project;
- (i) Construction, reconstruction or placement of any building, road, wireless communication tower or other improvement, billboard, or sign except those signs specifically permitted under Section 3(f), Section 5(d) and Section 7;
 - (i) Dumping of soil, trash, ashes, refuse, waste, bio-solids or any other material;
 - (k) Planting, introduction or dispersal of non-native or exotic plant or animal species;
- (1) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or

below the surface of the Restricted Property other than in connection with archeological and biological scientific explorations, provided that following the completion of any such explorations, the surface shall be restored to its Natural Condition;

- (m) Altering the general topography of the Restricted Property, including but not limited to building of roads and flood control work;
- (n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) fire breaks as required by fire safety officials as set forth in Section 5(f), (2) maintenance of existing trails and paths and any trails and paths constructed pursuant to Section 5(g), (3) control of invasive, exotic plants which threaten the integrity of the habitat, (4) prevention or treatment of disease, or (5) activities described in Section 3, Section 5 or Section 13;
- (o) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Restricted Property, and activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or sub-surface waters; and
- (p) Creating Fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for the purposes of fire suppression), except as may otherwise be permitted pursuant to <u>Section 5(f)</u>.
- 5. Reserved Rights. Declarant reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Restricted Property, including the right to engage in or to permit or invite others to engage in all uses of the Restricted Property that are not prohibited or limited by, and are consistent with, the Purpose of this Restrictive Covenant, including the following uses:
- (a) Access. Reasonable access through the Restricted Property to adjacent land, or to perform obligations or other activities permitted by this Restrictive Covenant or that are required under the Section 404 Permit. In addition, police and other public safety organizations and their personnel may enter the Restricted Property to address any legitimate public health or safety matter.
- (b) Habitat Enhancement or Restoration Activities. Enhancement or restoration of native plant communities, including the right to plant trees and shrubs of the same type as currently existing on the Restricted Property, so long as such activities do not harm the habitat types identified in the Section 404 Permit. For purposes of preventing erosion and reestablishing native vegetation, the Declarant shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 5, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Restricted Property. Prior to any habitat enhancement or restoration activities, the Declarant shall have its Biological Monitor submit detailed plans to the ACOE for review and written approval, which approval will not be unreasonably withheld, conditioned or delayed; provided, however, that such approval shall be deemed to have been given by ACOE if the they fail to respond to a request therefor on or prior to the date that is sixty (60) days after their receipt of request therefor. It shall be reasonable for ACOE to withhold consent of any such activities that are in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property. Habitat enhancement activities

shall not be in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

- (c) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal do not require ACOE notification. However, if after removal action has been completed Declarant determines that additional restoration or enhancement action is needed Declarant shall notify ACOE as described in Section 5(b).
- (d) Erection and Maintenance of Informative Signage. Erection and maintenance of signage and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions that inform persons of the nature and restrictions on the Restricted Property. Prior to erection of such signage, the Declarant shall submit detailed plans showing the location and language of such signs to the ACOE for review and approval. The ACOE's approval shall not be unreasonably withheld, conditioned or delayed; provided, however, such approval shall be deemed to have been given by ACOE if the agency fails to respond to a request therefor on or prior to the date that is sixty (60) days after such agency's receipt of request therefor. It shall be reasonable for ACOE to withhold consent of any such structures that are in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property. Signage activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.
- (e) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Restrictive Covenant is intended nor shall be applied to in any way limit Declarant or any of Declarant's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Project not constituting the Restricted Property, (2) maintaining the subsurface infrastructure improvements, utility lines, landscaping (including irrigation and runoff), landscape mitigation, and/or similar non-structural improvements within the Restricted Property, and/or (3) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1), (2) and (3) neither such activity nor any effect resulting from such activity amounts to a use of the Restricted Property, or has an impact upon the Restricted Property, that is prohibited by Section 4 above.
- (f) Fire Protection. The right, in an emergency situation only, to construct firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. Except as provided in this Section, all other brush management activities shall be limited to areas outside the Restricted Property. If a fire department or fire district requires a vegetation management action that will include or adversely affects the Restricted Property, the Declarant shall prepare a plan and shall submit such plan to ACOE for review and written approval; provided, however, that such approval shall

be deemed to have been given by ACOE if such agency fails to respond to a request therefore on or prior to the date that is sixty (60) days after ACOE's receipt of request therefor, unless Declarant informs ACOE in its notice that the fire department or fire district requires an earlier response. If the fire department or fire district disagrees with such plan, Declarant and ACOE agree to work with the noticing fire district or fire department to achieve a mutually acceptable plan. As part of achieving a mutually acceptable plan, ACOE may, if appropriate, require Declarant to complete additional mitigation to offset the impacts to the Restricted Property that result from any activity authorized by this Section. If such plan is implemented, Declarant shall submit a report to ACOE describing and photo documenting any and all fire protection measures performed on the Restricted Property.

- (g) Paths and Trails. The right to construct, use and maintain a single new equestrian, bicycle, golf and pedestrian trail and path across each parcel identified on Exhibits A and B following the execution of this Restrictive Covenant that is no more than 10 feet wide. Prior to construction of such new trails and paths, the Declarant shall submit detailed plans showing the location and widths of such trails and paths to the ACOE for review and approval. The ACOE's approval shall not be unreasonably withheld, conditioned or delayed, provided, however, such approval shall be deemed to have been given by ACOE if the agency fails to respond to a request therefor on or prior to the date that is sixty (60) days after such agency's receipt of request therefor. It shall be reasonable for ACOE to withhold consent of such trails and paths that are in direct or potential conflict with the Purpose of this Restrictive Covenant. Trails and paths shall be constructed in compliance with all applicable laws, regulations, and permitting requirements.
- (h) <u>Utilities</u>. The right to construct, use and maintain only the subsurface infrastructure improvements, utility lines, through the Restricted Property that have been permitted by the Section 404 Permit and any amendments thereto.

6. Enforcement.

(a) Right to Enforce. Declarant, its successors and assigns, grant to the ACOE, the U.S. Department of Justice, and the State Attorney General a discretionary right to enforce these restrictive covenants in a judicial or administrative action against any person(s) or other entity (ies) violating or attempting to violate this Restrictive Covenant; provided, however, that no violation of this Restrictive Covenant shall result in a forfeiture or reversion of title. The U.S. Department of Justice and the State Attorney General shall have the same rights, remedies and limitations as ACOE under this Section 6. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement against Declarant, its successor or assigns under the Section 404 Permit, or any rights of the various documents created thereunder or referred to therein.

(b) Notice.

(1) If ACOE determines Declarant, its successor or assign is in violation of the terms of this Restrictive Covenant, ACOE may demand the cure of such violation. In such a case, ACOE shall issue a written notice to Declarant, its successor or assign (hereinafter "Notice of Violation") informing Declarant, its successor or assign of the violation and demanding cure of such violation.

- (2) Declarant, its successors or assigns shall cure the noticed violation within fifteen (15) days of receipt of said written notice from ACOE. If said cure reasonably requires more than fifteen (15) days, Declarant shall, within the fifteen (15) day period submit to ACOE for review and approval a plan and time schedule to diligently complete a cure. Declarant shall complete such cure in accordance with the approved plan. If Declarant disputes the Notice of Violation, it shall issue a written notice of such dispute (hereinafter "Notice of Dispute") to the ACOE within fifteen (15) days of receipt of written notice of violation.
- (3) If Declarant, its successors or assigns fail to cure the noticed violation(s) within the time period(s) described in Section 6(b)(2) above, or Section 6(c) below, ACOE may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Declarant, its successors or assigns, with the terms of this Restrictive Covenant. In such action, the ACOE may (i) recover any damages to which they may be entitled for violation by Declarant, its successors or assigns of the terms of this Restrictive Covenant, (ii) enjoin the violation, ex parte if necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or (iii) pursue other equitable relief, including, but not limited to, the restoration of the Restricted Property to the condition in which it existed prior to any such violation or injury. ACOE may apply any damages recovered to the cost of undertaking any corrective action on the Restricted Property.
- (4) If Declarant, its successors or assigns provide ACOE with a Notice of Dispute, as provided herein, ACOE shall meet and confer with Declarant, its successors or assigns at a mutually agreeable place and time, not to exceed thirty (30) days from the date that ACOE receives the Notice of Dispute. ACOE shall consider all relevant information concerning the disputed violation provided by Declarant, its successors or assigns and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by ACOE is appropriate in light of the violation.
- (5) If, after reviewing Declarant's, its successors or assign's Notice of Dispute, conferring with Declarant, its successors or assigns, and considering all relevant information related to the violation, ACOE determines that a violation has occurred, ACOE shall give Declarant, its successors or assigns notice of such determination in writing. Upon receipt of such determination, Declarant, its successors or assigns shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, Declarant shall, within the fifteen (15) day period submit to ACOE for review and approval a plan and time schedule to diligently complete a cure. Declarant shall complete such cure in accordance with the approved plan.
- (c) Immediate Action. If ACOE, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Restricted Property, ACOE may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Restrictive Covenant and state and federal law after giving Declarant, its successors or assigns at least twenty four (24) hours written notice before pursuing such remedies. So long as such twenty four (24) hours notice is given, ACOE may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or notice of dispute as described in Section

- 6(b)(2). The written notice pursuant to this paragraph may be transmitted to Declarant, its successors or assigns by facsimile. The rights of ACOE under this paragraph apply equally to actual or threatened violations of the terms of this Restrictive Covenant. Declarant, its successors or assigns agrees that the remedies at law for ACOE for any violation of the terms of this Restrictive Covenant are inadequate and that ACOE shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which ACOE may be entitled, including specific performance of the terms of this Restrictive Covenant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 6(c) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- (d) <u>Costs of Enforcement.</u> Any costs incurred by ACOE in enforcing the terms of this Restrictive Covenant against Declarant, its successors or assigns including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by Declarant's, its successors or assigns violation or negligence under the terms of this Restrictive Covenant shall be borne by Declarant, its successors or assigns subject to Arizona Revised Statutes Section 12-341.01.
- (e) <u>Enforcement Discretion</u>. Enforcement of the terms of this Restrictive Covenant shall be at the discretion of ACOE. Any forbearance by ACOE to exercise rights under this Restrictive Covenant in the event of any breach of any term of this Restrictive Covenant by Declarant, its successors or assigns shall not be deemed or construed to be a waiver by ACOE of such term or of any subsequent breach of the same or any other term of this Restrictive Covenant or of any of the rights of ACOE under this Restrictive Covenant. No delay or omission by ACOE in the exercise of any right or remedy upon any breach by Declarant shall impair such right or remedy or be construed as a waiver.
- (f) Acts Beyond Declarant's Control. Nothing contained in this Restrictive Covenant shall be construed to entitle ACOE to bring any action against Declarant, its successors or assigns for any injury to or change in the Restricted Property resulting from:
- (1) Any natural cause beyond Declarant's, its successors or assigns control, including without limitation, fire not caused by Declarant, flood, storm, and earth movement;
- (2) Any prudent action taken by Declarant, its successor or assigns under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Restricted Property resulting from such causes; or
- (3) Acts by third parties (including governmental agencies) beyond the control of the Declarant except to the extent Declarant is obligated to repair and restore the Restricted Property pursuant to Section 3(c) above.

Notwithstanding the foregoing, Declarant must obtain any applicable governmental permits and approvals even for activities undertaken during emergency conditions, and undertake any such activities in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements. Any action undertaken during emergency conditions must receive prior authorization from the Department of the Army

(through expedited procedures, if appropriate) if the action involves a discharge or dredges or fill material into jurisdictional waters of the United States.

7. Access. This Restrictive Covenant does not convey a general right of access to the public or a general right of access to the Restricted Property. In accordance with Section 5(d), Declarant, or its successors or assigns shall install signage at all likely points of entry informing persons of the nature and restrictions on the Restricted Property. This Restrictive Covenant will allow for access to the Restricted Property by the ACOE and third-party easement holders of record at the time of this conveyance at locations designated in easements and reservations of rights recorded in the chain of title to the Restricted Property at the time of this conveyance.

8. Costs and Liabilities.

- (a) Declarant, or its successor or assign retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Restricted Property. Declarant agrees ACOE shall not have any duty or responsibility for the operation, upkeep, or maintenance of the Restricted Property, the monitoring of hazardous conditions thereon, or the protection of Declarant, the public or any third parties from risks relating to conditions on the Restricted Property. Declarant, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Restrictive Covenant, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.
- (b) Declarant shall hold harmless, protect and indemnify the ACOE and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with (i) any injury to or the death of any person, or physical damage to any property, resulting from any negligent act or omission or willful misconduct by Declarant related to or occurring on or about the Restricted Property, unless due solely to the negligence or willful misconduct of ACOE or any of its employees; or (ii) the obligations specified in Sections 3, 8(a) and 9.
- 9. <u>Taxes.</u> Declarant, its successor or assign shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Restricted Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Restrictive Covenant, and agrees to furnish ACOE with satisfactory evidence of payment upon request.
- 10. <u>Condemnation</u>. The Purpose of the Restricted Property for conservation purposes are presumed to be the best and most necessary public use as defined at Arizona Revised Statutes Section 12-1122 except that Declarant reserves the right to seek fair market value for any condemnation action.

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Subsequent Transfers.

- (a) The terms of this Restrictive Covenant shall be deemed automatically incorporated into any deed or other legal instrument by which Declarant divests itself of any interest in all or a portion of the Restricted Property. Declarant, its successor or assign agrees to (1) incorporate by reference to the title of and the recording information for this Restrictive Covenant in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Restricted Property, including, without limitation, a leasehold interest and (2) give actual notice to any such transferee or lessee of the existence of this Restrictive Covenant. Declarant, its successor or assign agrees to give written notice to ACOE of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Any subsequent transferee shall be deemed to have assumed the obligations of this Restrictive Covenant and to have accepted the restrictions contained herein. The failure of Declarant, its successor or assign to perform any act provided in this Section 11 shall not impair the validity of this Restrictive Covenant or limit its enforceability in any way.
- (b) From and after the date of any transfer of all or any portion of the Restricted Property by Declarant and each transfer thereafter, (1) the transferee shall be deemed to have assumed all of the obligations of Declarant as to the portion transferred, as set forth in this Restrictive Covenant, (2) the transferree shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (3) the transferor, as applicable, shall have no further obligations hereunder, and (4) all references to Declarant in this Restrictive Covenant shall thereafter be deemed to refer to such transferee.
- 12. <u>Notices</u>. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by certified first class mail, postage prepaid and return receipt request, addressed as follows:

To Declarant: Anthem Community Council, Inc.

3701 W. Anthem Way Anthem, Arizona 85086

Attention: Community Manager

To ACOE:

U.S. Army Corps of Engineers

District Counsel
Los Angeles District

915 Wilshire Blvd, Room 1535 Los Angeles, CA 90017-3401

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

13. Long-Term Maintenance. In addition to the other terms contained herein, Declarant, its successors and assigns shall be responsible for the ongoing maintenance/repair of the Restricted Property. Such long-term maintenance shall consist of the following activities: (a) annual removal of trash or man-made debris; (b) annual maintenance of signage and other notification

features pursuant to Section 5(d); (c) annual restoration of the Restricted Property damaged by any activities prohibited by Section 4 herein; and (d) annual maintenance of paths and trails installed pursuant to Section 5(g) within the Restricted Property. Declarant, its successors and assigns shall prepare a monitoring and maintenance summaries documenting activities performed under subsections (a), (b) and (d) above, and shall make summaries available to the ACOE upon When activities are performed pursuant to subsection (c) above, Declarant, its successors and assigns, shall retain a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such maintenance/repair activities. Declarant shall have its Biological Monitor submit a draft Restoration Plan to the ACOE for review and written approval prior to its implementation. Upon completion of restoration as specified in the ACOE-approved Restoration Plan, Declarant shall have its Biological Monitor prepare a detailed monitoring and maintenance report and shall forward the report to the ACOE within thirty (30) days of completion of restoration activities. Declarant, its successors or assigns and the Biological Monitor shall sign the monitoring and maintenance report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of maintenance performance by the Declarant, its successors or assigns, or its contractor in accordance with the ACOEapproved Restoration Plan, corrections recommended and implemented.

- 14. <u>Amendment.</u> Declarant, its successor or assign may amend this Restrictive Covenant only after written concurrence by ACOE. Any such amendment shall be consistent with the Purpose of this Restrictive Covenant and shall not affect its perpetual duration. Declarant or its successors and assigns shall record any amendments to this Restrictive Covenant approved by the ACOE in the official records of Maricopa County, Arizona and shall provide a copy of the recorded document to the ACOE.
- 15. Recordation. Declarant shall promptly record this instrument in the official records of Maricopa County, Arizona, and shall provide a copy of the recorded covenant to the ACOE.
- 16. <u>Estoppel Certificate</u>. Upon request, ACOE shall within fifteen (15) days execute and deliver to Declarant, its successor or assign a letter confirming that (i) this Restrictive Covenant is in full force and effect, and has not been altered, amended, or otherwise modified (except as specifically noted in the letter), (ii) there are no pending or threatened enforcement actions against Declarant except as disclosed in the letter, (iii) to the knowledge of the ACOE, there are no uncured violations under the Restrictive Covenant, and no facts or circumstances exist that, with the passage of time, could constitute a violation under the Restrictive Covenant, except as disclosed in the letter,
- 17. <u>Controlling Law</u>. The laws of the United States and the State of Arizona, disregarding any conflicts of law of such state, shall govern the interpretation and performance of this Restrictive Covenant.
- 18. <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to effect the Purpose of this Restrictive Covenant. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

- 19. <u>Severability</u>. If a court of competent jurisdiction voids or invalidates on its face any provision of this Restrictive Covenant, such action shall not affect the remainder of this Restrictive Covenant. If a court of competent jurisdiction voids or invalidates the application of any provision of this Restrictive Covenant to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.
- 20. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Declarant's title in any respect.
- 21. <u>Successors and Assigns</u>. The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Property. The covenants hereunder also benefit ACOE, as a third party beneficiary of this Restrictive Covenant.
- 22. <u>Termination of Rights and Obligations</u>. A party's rights and obligations under this Restrictive Covenant terminate upon transfer of the party's interest in the Restricted Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 23. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

No Hazardous Materials Liability.

- (a) Declarant represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Restricted Property, or transported to or from or affecting the Restricted Property.
- (b) Without limiting the obligations of Declarant under Section 8(b) herein, Declarant hereby releases and agrees to indemnify, protect and hold harmless the Third Party Beneficiary Indemnified Parties (defined in Section 8(b)) against any and all Claims (defined in Section 8(b)) arising from or connected with any Hazardous Materials or underground storage tanks present, or otherwise alleged to be present on the Restricted Property at any time, except Hazardous Materials placed, disposed or released by ACOE, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or the failure to comply with, any Environmental Laws (defined below). Despite any contrary provision of this Restrictive Covenant, the parties do not intend this Restrictive Covenant to be, and this Restrictive Covenant shall not be, construed such that it creates in or gives ACOE any of the following:
- (1) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or

- (2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or
- (4) The right to investigate and remediate any Hazardous Materials associated with the Restricted Property; or
- (5) Any control over Declarant's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Restricted Property.
- (c) The term "Hazardous Materials" includes, without limitation, (1) material that is flammable, explosive or radioactive; (2) petroleum products, including by-products and fractions thereof; and (3) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); Title 49 of Arizona Revised Statutes, and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Restrictive Covenant.
- (d) The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Declarant's, its successor and assigns activities upon and use of the Restricted Property shall comply with all Environmental Laws.
- 25. Additional Interests. Other than the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for the Project and the supplemental declarations, tract declarations and other instruments permitted thereunder, Declarant, its successors and assigns shall not grant any additional easements, rights of way or other interests in the surface or subsurface of the Restricted Property (other than a security interest that is subordinate to this Restrictive Covenant), or grant or otherwise abandon or relinquish any water agreement relating to the Restricted Property, without first obtaining the written consent of ACOE. ACOE may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purpose of this Restrictive Covenant or will impair or interfere with the Conservation Values of the Restricted Property. This Section shall not prohibit transfer of a fee or leasehold interest in the Restricted Property that is subject to this Restrictive Covenant and complies with Section 11. Declarant or its successors and assigns shall record any additional easements or other interests in the Restricted Property approved by the ACOE in the official records of Maricopa County, Arizona and shall provide a copy of the recorded document to the ACOE.
- 26. ACOE Benefited Party. The terms of this Restricted Covenant are for the benefit of the ACOE only and are not for the benefit of any other party.
- 27. <u>Boundary Adjustments</u>. The boundaries of the Restricted Property may be adjusted by the Declarant provided that it obtains prior written approval from the ACOE and no such

adjustment shall affect, modify or change the total acreage of "Natural Area Open Space" required under the Section 404 Permit.

- 28. <u>Term.</u> This Restrictive Covenant shall run with the land and remain in place in perpetuity. However, if circumstances arise in the future that render the Purpose of this Restrictive Covenant impossible to accomplish, this Restrictive Covenant can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. Nothing in this Section shall prohibit Declarant from amending this Restrictive Covenant with the consent of ACOE pursuant to <u>Section 14</u>.
- 29. <u>Warranty.</u> Declarant represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Restricted Property (including, without limitation, mineral interests) which have not been expressly subordinated to this Restrictive Covenant, and that the Restricted Property is not subject to any other Conservation Easement.

IN WITNESS WHEREOF Declarant has executed this Restrictive Covenant the day and year first above written.

"Declarant"

ANTHEM COMMUNITY COUNCIL, INC., an Arizona non-profit corporation

Name: Jenna Kallings
Title: Community Executive Officer
Date: 2/10/11

STATE OF ARIZONA) ss COUNTY OF MARICOPA)

On 10, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared:

[Personally known to me - OR - [] Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official scal.

(SEAL)

OFFICIAL SEAL
DIANE TAYLOR
Notary Public State of Artsons
MARICOPA COUNTY

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EXHIBIT "A"

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andly Group Company Interior, Endowmental and Constructor Services - Worldwide January 5, 2009 Del Webb's Anthem F-NAOS-1 Boundary Page 1 of 2

LEGAL DESCRIPTION

A parcel of land lying within the West Half of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 9 (GLO brass cap) said point bears S 0°08'18" W a distance of 2639.68 feet from the northwest corner thereof (GLO brass cap);

Thence S 15°12'01" E a distance of 279.98 feet to the POINT OF BEGINNING;

Thence N 04°19'39" W a distance of 70.22 feet;

Thence N 00°07'43" W a distance of 170.44 feet;

Thence N 24°03'16" E a distance of 220.11 feet:

Thence N 13°42'33" E a distance of 150.90 feet;

Thence N 15°06'37" E a distance of 109.55 feet;

Thence N 00°12'50" W a distance of 160.44 feet;

Thence N 42°34'52" E a distance of 74.97 fect;

Thence N 61°48'53" E a distance of 37.52 feet;

Thence S 86°24'15" E a distance of 85.26 feet;

Thence S 34°07'48" E a distance of 27.00 feet;

Thence S 25°12'50" W a distance of 22.25 feet;

Thence S 07°28'13" W a distance of 52.39 feet;

Thence S 11°32'28" W a distance of 37.54 feet;

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January 5, 2009 Del Webb's Anthem F-NAOS-1 Boundary Page 2 of 2

Thence S 19°57'45" W a distance of 58.48 feet;

Thence S 26°56'29" W a distance of 54.58 feet;

Thence S 02°56'42" W a distance of 35.23 feet;

Thence S 17°33'31" W a distance of 51.58 feet;

Thence S 22°21'53" W a distance of 48.67 feet;

Thence S 34°58'44" W a distance of 69.43 feet;

Thence S 20°42'26" W a distance of 87.37 feet;

Thence S 21°10'22" W a distance of 91.09 feet;

Thence S 16°09'25" W a distance of 98.38 feet;

Thence S 21°14'46" W a distance of 128.15 feet;

Thence S 20°24'50" W a distance of 118.61 feet;

Thence S 43°53'37" W a distance of 12.45 feet to the POINT OF BEGINNING.

Said Description contains 2.1288 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 0°08'18" W for the west line of the Northwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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Del Webb's Anthem
F-NAOS-2
Boundary
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LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 9 (GLO brass cap) said point bears S 0°08'18" W a distance of 2639.68 feet from the northwest corner thereof (GLO brass cap);

Thence N 26°27'11" E a distance of 885.60 feet to the POINT OF BEGINNING;

Thence N 13°30'39" E a distance of 65.21 feet;

Thence N 18°49'27" E a distance of 65.53 feet;

Thence N 31°45'28" E a distance of 70.14 feet;

Thence N 32°46'03" E a distance of 136.68 feet;

Thence N 26°12'13" B a distance of 156.35 feet;

Thence N 22°35'56" E a distance of 128.48 feet;

Thence N 14°38'53" E a distance of 116.55 feet;

Thence N 13°35'35" E a distance of 55.73 feet;

Thence N 07°17'04" E a distance of 124.58 feet;

Thence N 04°05'17" B a distance of 83.17 feet;

Thence N 05°22'44" W a distance of 47.10 feet;

Thence N 40°07'01" E a distance of 15.82 feet;

Thence N 03°16'47" E a distance of 150.02 feet;

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January 5, 2009 Del Webb's Anthem F-NAOS-2 Boundary Page 2 of 3

Thence N 11°31'11" E a distance of 61.27 feet;

Thence N 26°04'41" E a distance of 78.32 feet;

Thence N 34°50'26" W a distance of 18.56 feet;

Thence N 21°58'57" E a distance of 161.67 feet;

Thence N 21°12'20" E a distance of 104.50 feet;

Thence N 24°57'46" E a distance of 84.80 feet;

Thence N 10°37'13" E a distance of 38.05 feet;

Thence N 24°23'56" E a distance of 30.82 feet;

Thence N 72°44'37" B a distance of 28.81 feet;

Thence N 86°01'18" E a distance of 41.83 feet;

Thence S 77°05'22" E a distance of 24.58 feet;

Thence S 37°23'32" E a distance of 19.91 feet;

Thence S 00°43'14" W a distance of 80.85 feet;

Thence S 46°56'19" W a distance of 36.60 feet;

Thence S 55°52'19" W a distance of 61.75 feet;

Thence S 36°53'11" W a distance of 30.92 feet;

Thence S 15°41'17" W a distance of 36.44 feet;

Thence S 06°50'06" E a distance of 48.37 feet;

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Thence S 27°39'36" W a distance of 123.55 feet;

Thence S 11°28'42" W a distance of 124.06 feet;

Thence S 12°01'58" W a distance of 181.94 feet;

Thence S 12°53'14" W a distance of 211.93 feet;

Thence S 12°25'04" W a distance of 200.69 feet;

Thence S 14°48'54" W a distance of 145.80 feet;

Thence S 19°27'15" W a distance of 110.71 feet;

Thence S 17°52'53" W a distance of 74.29 feet;

Thence S 31°48'37" W a distance of 94.28 feet;

Thence S 28°58'15" W a distance of 85.79 feet;

Thence S 34°36'29" W a distance of 64.38 feet;

Thence S 24°42'50" W a distance of 76.69 feet;

Thence S 28°14'17" W a distance of 25.00 feet;

Thence N 81°08'04" W a distance of 59.65 feet to the POINT OF BEGINNING.

Said Description contains 3.1177 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 0°08'18" W for the west line of the Northwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Section 9 (GLO brass cap) said point bears N 0°08'18" E a distance of 2639.68 feet from the west quarter corner thereof (GLO brass cap);

Thence S 86°25'19" E a distance of 1093.07 feet to the POINT OF BEGINNING;

Thenco N 42°05'52" E a distance of 26.86 feet;

Thence N 41°09'56" E a distance of 56.37 feet;

Thence S 89°42'27" E a distance of 77.07 feet;

Thence S 47°32'24" W a distance of 70.90 feet;

Thence S 38°42'33" W a distance of 51.13 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 30°43'39" W;

Thence 54.42 feet along the arc of said curve to the left, having a radius of 640.00 feet, through a central angle of 04°52'20" and a chord bearing N 61°42'31" W, to the POINT OF BEGINNING.

Said Description contains 0.1215 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°08'18" E for the west line of the Northwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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Del Webb's Anthem
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LEGAL DESCRIPTION

A parcel of land lying within Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 9 (GLO brass cap) said point bears S 89°42'27" E a distance of 2638.78 feet from the northwest corner thereof (GLO brass cap);

Thence S 89°36'15" E, along the north line of the Northeast Quarter of said Section 9, a distance of 15.00 feet to the POINT OF BEGINNING;

Thence S 89°36'15" E a distance of 1751.32 feet;

Thence S 00°23'45" W a distance of 55.00 feet;

Thence S 18°02'56" W a distance of 393.96 feet;

Thence S 61°19'40" W a distance of 433.00 feet;

Thence S 33°27'56" W a distance of 600.00 feet;

Thence S 10°26'39" W a distance of 1127.00 feet;

Thence S 48°28'49" E a distance of 585.00 feet;

Thence S 89°43'37" E a distance of 105.00 feet;

Thence S 14°58'12" W a distance of 127.14 feet;

Thence S 34°01'20" W a distance of 239.23 feet;

Thence S 29°55'28" W a distance of 158.80 feet;

Thence S 26°37'11" W a distance of 418.09 feet;

Thence S 36°04'19" W a distance of 500.46 feet;

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Thence S 34°52'15" W a distance of 388.15 feet;

Thence S 38°40'30" W a distance of 173.16 feet;

Thence S 47°16'14" W a distance of 242.47 feet;

Thence S 27°51'07" W a distance of 248.53 feet;

Thence S 35°12'14" W a distance of 208.44 feet;

Thence S 45°36'14" W a distance of 474.83 feet;

Thence S 19°00'57" W a distance of 54.90 feet;

Thence N 89°42'53" W a distance of 1566.61 feet;

Thence N 00°00'22" E a distance of 129.07 feet;

Thence N 90°00'00" W a distance of 128.37 feet;

Thence N 00°00'22" E a distance of 327.19 feet;

Thence N 39°47'23" W a distance of 317.03 feet;

Thence N 45°30'00" E a distance of 525.00 feet;

Thence N 24°30'00" E a distance of 175.00 feet;

Thence S 77°02'50" W a distance of 281.83 feet;

Thence N 15°12'36" E a distance of 30.93 feet;

Thence N 38°24'39" E a distance of 123.06 feet;

Thence N 34°45'47" E a distance of 156.14 feet;

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Thence N 45°31'11" E a distance of 158.96 feet;

Thence N 51°42'06" E a distance of 119.34 feet;

Thence N 29°32'37" E a distance of 243.65 feet;

Thence N 77°15'00" B a distance of 206.81 feet;

Thence S 89°00'00" E a distance of 300.00 feet;

Thence N 43°00'00" E a distance of 270.00 feet;

Thence S 84°00'00" E a distance of 96.02 feet;

Thence N 46°27'24" E a distance of 774.34 feet;

Thence N 22°48'25" E a distance of 738.05 feet;

Thence N 15°55'10" E a distance of 600.72 feet;

Thence N 00°09'34" E a distance of 452.19 feet:

Thence N 22°14'31" E a distance of 39.19 feet:

Thence N 00°09'34" E a distance of 317.18 feet:

Thence N 21°16'10" W a distance of 40.33 feet:

Thence N 00°09'34" E a distance of 589.81 feet to the POINT OF BEGINNING.

Said Description contains 204.3950 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°42'27" E for the north line of the Northwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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Del Webb's Anthem
F-NAOS-5
Boundary
Page 1 of 4

LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 15 and the Northeast Quarter of Section 16, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 15 (GLO brass cap) from which point the northwest corner thereof (GLO brass cap) bears N 0°10'05" B a distance of 2640.03 feet;

Thence N 1°52'51" E a distance of 485.57 feet to the POINT OF BEGINNING;

Thence N 32°23'46" W a distance of 56.99 feet;

Thence N 43°50'38" W a distance of 67.28 feet;

Thence N 44°31'01" W a distance of 62.83 feet;

Thence N 29°11'30" W a distance of 60.99 feet;

Thence N 27°51'22" W a distance of 55.32 feet;

Thence N 33°42'47" W a distance of 42.19 feet;

Thence N 45°08'21" W a distance of 35.29 feet;

Thence N 33°05'14" W a distance of 182.51 feet;

Thence N 06°26'35" W a distance of 50.14 feet;

Thence N 03°54'18" W a distance of 59.13 feet;

Thence N 06°41'02" B a distance of 80.53 feet;

Thence N 12°32'10" E a distance of 49.56 feet;

Thence N 08°13'06" E a distance of 40.21 feet;

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May 15, 2009 Del Webb's Anthem F-NAOS-5 Boundary Page 2 of 4

Thence N 21°19'02" E a distance of 30.75 feet;

Thence N 15°22'12" B a distance of 20.72 feet;

Thence N 29°44'22" B a distance of 14.66 feet;

Thence N 21°19'02" E a distance of 19.98 feet;

Thence N 32°36'09" E a distance of 58.60 feet;

Thence N 29°44'22" E a distance of 51.19 feet;

Thence N 28°33'56" E a distance of 7.13 feet;

Thence N 32°26'18" W a distance of 233.41 feet;

Thence N 89°50'31" E a distance of 125.83 feet;

Thence N 00°09'29" W a distance of 86.90 feet;

Thence N 03°28'34" W a distance of 135.83 feet;

Thence N 07°30'46" E a distance of 114.25 feet;

Thence N 15°16'45" E a distance of 84.41 feet;

Thence N 32°03'11" E a distance of 133.28 feet;

Thence N 45°59'25" E a distance of 81.25 feet;

Thence S 70°37'08" E a distance of 36.39 feet;

Thence S 39°38'28" W a distance of 146.04 feet;

Thence S 06°33'15" E a distance of 39.43 feet;

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May 15, 2009 Del Webb's Anthem F-NAOS-5 Boundary Page 3 of 4

Thence S 28°21'35" W a distance of 69.79 feet;

Thence S 07°21'59" E a distance of 90.32 feet;

Thence S 02°17'31" W a distance of 43.08 feet;

Thence S 00°00'00" W a distance of 71.46 feet;

Thence S 02°52'48" E a distance of 73.20 feet;

Thence S 08°01'40" E a distance of 99.44 feet;

Thence S 07°13'04" E a distance of 36.52 feet;

Thence S 00°22'07" W a distance of 62.03 feet;

Thence S 02°02'13" W a distance of 45.75 feet;

Thence S 18°38'04" W a distance of 51.15 feet;

Thence S 25°44'22" W a distance of 59.80 feet;

Thence S 28°38'42" W a distance of 76.95 feet;

Thence S 22°38'56" W a distance of 66.65 feet;

Thence S 21°28'20" W a distance of 52.07 feet;

Thence S 06°18'53" W a distance of 48.16 feet;

Thence S 06°59'58" W a distance of 70.66 feet;

Thence S 02°13'57" W a distance of 35.44 feet;

Thence \$ 26°55'03" E a distance of 61.30 feet;

Thence S 23°50'42" E a distance of 56.29 feet;

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Thence S 41°41'17" E a distance of 29.14 feet;

Thence S 35°40'51" E a distance of 33.94 feet;

Thence S 46°57'24" E a distance of 47.70 feet;

Thence S 34°07'43" E a distance of 74.24 feet;

Thence S 28°04'55" E a distance of 62.52 feet;

Thence S 31°36'14" E a distance of 52.86 feet;

Thence S 33°30'43" E a distance of 108.69 feet;

Thence S 22°50'37" E a distance of 74.35 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 09°01'47" E;

Thence 57.94 feet along the arc of said curve to the left, having a radius of 1040.00 feet, through a central angle of 03°11'32" and a chord bearing S 79°22'27" W to the POINT OF BEGINNING.

Said Description contains 3.6377 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°10'05" E for the west line of the Northwest Quarter of Section 15, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 15, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 15 (GLO brass cap) from which point the northwest corner thereof (GLO brass cap) bears N 0°10′05″ E a distance of 2640.03 feet;

Thence N 49°35'29" E a distance of 53.52 feet to the POINT OF BEGINNING;

Thence N 02°20'19" E a distance of 35.34 feet;

Thence N 17°03'31" E a distance of 56.53 feet;

Thence N 12°06'06" E a distance of 30.95 feet;

Thence N 09°49'30" E a distance of 38.03 feet;

Thence N 01°03'42" W a distance of 77.84 feet;

Thence N 05°35'37" W a distance of 133.28 feet;

Thence N 23°30'16" W a distance of 9.90 feet to the beginning of a non-tangent curve to the right from which point the radius point bears S 10°58'22" E;

Thence 99.76 feet along the arc of said curve to the right, having a radius of 960.00 feet, through a central angle of 05°57'15" and a chord bearing N 82°00'15" E;

Thence \$ 12°11'51" B a distance of 435.19 feet;

Thence N 89°57'37" W a distance of 197.29 feet;

Thence N 09°51'13" W a distance of 35.25 feet to the POINT OF BEGINNING.

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Said Description contains 1.3373 acres of land, more or less, including any easements of

The basis of bearing for the above description is N 0°10'05" E for the west line of the Northwest Quarter of Section 15, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Southeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 22 (GLO brass cap) from which point the southwest corner thereof (GLO brass cap) bears S 0°07'23" W a distance of 2638.53 feet;

Thence S 60°40'06" E a distance of 3616.50 feet to the POINT OF BEGINNING;

Thence S 70°46'13" W a distance of 16.60 feet;

Thence N 67°45'34" W a distance of 234.97 feet to the beginning of a non-tangent curve to the left from which point the radius point bears N 86°34'45" W;

Thence 409.64 feet along the arc of said curve to the left, having a radius of 7948.72 feet, through a central angle of 02°57'10" and a chord bearing N 01°56'40" E;

Thence N 40°52'15" W a distance of 68.38 feet to the beginning of a non-tangent curve to the left from which point the radius point bears N 89°54'15" W;

Thence 508.02 feet along the arc of said curve to the left, having a radius of 7903.72 feet, through a central angle of 03°40'58" and a chord bearing N 01°44'44" W;

Thence S 63°52'44" E a distance of 230.27 feet;

Thence S 09°17'32" W a distance of 222.04 feet;

Thence S 00°40'06" W a distance of 236.71 feet;

Thence S 51°12'48" E a distance of 4.40 feet;

Thence N 89°46'56" E a distance of 118.87 feet;

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Thence N 40°37'35" E a distance of 115.12 feet;

Thence N 11°26'30" E a distance of 54.82 feet;

Thence N 65°45'53" E a distance of 135.52 feet;

Thence S 14°39'25" W a distance of 202.59 feet;

Thence S 13°07'41" W a distance of 188.25 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 59°44'03" E;

Thence 71.19 feet along the arc of said curve to the left, having a radius of 450.00 feet, through a central angle of 09°03'53" and a chord bearing S 25°44'00" W;

Thence S 21°12'04" W a distance of 263.95 feet to the POINT OF BEGINNING.

Said Description contains 5.8316 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 0°07'23" W for the west line of the Southwest Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Southeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 22 (calculated from Book 486, Page 18, Maricopa County Records) from which point the east quarter corner thereof (GLO brass cap) bears N 0°02'52" E a distance of 2639.39 feet;

Thence N 57°20'49" W a distance of 667.21 feet to the POINT OF BEGINNING;

Thence S 84°59'29" W a distance of 30.09 feet;

Thence 74.12 feet along the arc of a curve to the left, having a radius of 2024.86 feet, through a central angle of 02°05'50" and a chord bearing S 83°56'34" W;

Thence S 07°06'21" E a distance of 50.00 feet;

Thence N 12°32'29" W a distance of 68.04 feet;

Thence N 02°26'16" E a distance of 63.22 feet;

Thence N 03°26'50" E a distance of 88.56 feet;

Thence N 06°17'27" E a distance of 67.59 feet;

Thence N 02°13'17" W a distance of 39.02 feet;

Thence N 50°37'37" W a distance of 31.92 feet;

Thence N 20°51'56" W a distance of 30.18 feet;

Thence N 09°41'07" W a distance of 25.00 feet;

Thence N 01°19'03" W a distance of 35.13 feet;

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Thence N 03°57'00" E a distance of 37.45 feet;

Thence N 20°33'58" E a distance of 39.88 feet;

Thence N 39°20'15" E a distance of 58.32 feet;

Thence N 55°19'14" E a distance of 166.94 feet;

Thence N 51°20'08" E a distance of 81.67 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 81°07'57" W;

Thence 11.84 feet along the arc of said curve to the left, having a radius of 2932.00 feet, through a central angle of 00°13'53" and a chord bearing N 08°58'59" W;

Thence N 54°53'35" E a distance of 30.88 feet to the beginning of a non-tangent curve to the right from which point the radius point bears \$ 55°54'11" W;

Thence 98.86 feet along the arc of said curve to the right, having a radius of 1135.00 feet, through a central angle of 04°59'26" and a chord bearing S 31°36'06" E;

Thence S 46°28'19" W a distance of 81.97 feet;

Thence S 51°42'52" W a distance of 77.51 feet;

Thence S 55°12'34" W a distance of 102.45 feet;

Thence S 05°57'58" W a distance of 84.35 feet;

Thence S 41°09'17" E a distance of 19.43 feet;

Thence S 33°03'47" E a distance of 26.88 feet;

Thence S 09°19'44" E a distance of 35.26 feet;

Thence S 02°38'39" W a distance of 50.71 feet;

Thence S 05°16'01" W a distance of 93.27 feet;

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Thence S 01°46'18" W a distance of 88.97 feet;

Thence S 04°41'19" E a distance of 32.27 feet to the POINT OF BEGINNING.

Said Description contains 1.8298 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°02'52" E for the east line of the Southeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Southcast Quarter of Section 23 and the South Half of Section 24, Township 6 North, Range 2 East and the South Half and the Northeast Quarter of Section 19, Township 6 North, Range 3 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the south quarter corner of said Section 19 (GLO brass cap) from which point the southwest corner thereof (GLO brass cap) bears N 89°53'21" W a distance of 2613.34 feet;

Thence N 89°53'21" W, along the south line of the Southwest Quarter of said Section 19, a distance of 2613.34 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 00°08'39" W;

Thence 409.80 feet along the arc of said curve to the left, having a radius of 1432.41 feet, through a central angle of 16°23'30" and a chord bearing S 81°56'54" W;

Thence S 73°45'09" W a distance of 214.57 feet;

Thence 410.21 feet along the arc of a curve to the right, having a radius of 1432.41 feet, through a central angle of 16°24'30" and a chord bearing S 81°57'24" W;

Thence N 89°51'56" W a distance of 1620.03 feet;

Thence N 89°51'46" W a distance of 2635.37 feet;

Thence S 89°53'36" W a distance of 810.75 feet;

Thence N 00°06'24" W a distance of 319.19 feet;

Thence S 84°30'21" E a distance of 52.13 feet;

Thence N 75°50'20" E a distance of 189.03 feet;

Thence N 52°05'20" E a distance of 259.82 feet to the beginning of a non-tangent curve to the left from which point the radius point bears N 42°26'26" E;

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Thence 187.73 feet along the arc of said curve to the left, having a radius of 1598.64 feet, through a central angle of 06°43'41" and a chord bearing S 50°55'25" E;

Thence N 35°42'45" E a distance of 13.64 fect to the beginning of a non-tangent curve to the left from which point the radius point bears N 35°42'45" E;

Thence 1044.11 feet along the arc of said curve to the left, having a radius of 1585.00 feet, through a central angle of 37°44'36" and a chord bearing S 73°09'33" E;

Thence N 87°58'09" E a distance of 1167.57 feet;

Thence 1012.24 feet along the arc of a curve to the right, having a radius of 19915.00 feet, through a central angle of 02°54'44" and a chord bearing N 89°25'31" E;

Thence S 89°07'07" E a distance of 312.93 feet;

Thence 1369.07 feet along the arc of a curve to the left, having a radius of 10085.00 feet, through a central angle of 07°46'41" and a chord bearing N 86°59'33" E;

Thence N 83°06'12" E a distance of 303.44 feet;

Thence N 84°33'29" E a distance of 351.10 feet;

Thence S 87°24'53" B a distance of 140.48 feet;

Thence S 78°57'21" B a distance of 93.79 feet;

Thence N 50°11'09" E a distance of 19,23 feet;

Thence N 85°14'06" E a distance of 139.26 feet;

Thence S 78°57'21" E a distance of 86.07 feet;

Thence N 83°34'10" E a distance of 143.86 feet;

Thence S 63°25'41" E a distance of 12.23 feet;

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Thence S 88°07'18" E a distance of 133.70 feet;

Thence N 69°15'31" E a distance of 34.15 feet;

Thence S 88°40'43" E a distance of 325.35 feet;

Thence 706.30 feet along the arc of a curve to the left, having a radius of 1095.00 feet, through a central angle of 36°57'26" and a chord bearing N 72°50'34" E;

Thence S 88°40'43" E a distance of 907.53 feet;

Thence N 41°21'57" B a distance of 137.90 feet;

Thence N 17°12'36" E a distance of 147.27 feet;

Thence N 42°44'29" E a distance of 114.62 feet;

Thence N 21°05'06" E a distance of 172.85 feet;

Thence N 14°10'52" E a distance of 130.54 feet;

Thence N 30°59'13" E a distance of 43.04 feet;

Thence N 28°47'52" E a distance of 261.24 feet;

Thence N 35°17'10" E a distance of 2282.38 feet;

Thence N 18°29'46" E a distance of 651.24 feet;

Thence S 89°45'52" E a distance of 604.12 feet;

Thence S 00°14'08" W a distance of 372.24 feet;

Thence N 89°45'52" W a distance of 50.00 feet;

Thence S 42°17'26" W a distance of 600.97 feet;

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Thence S 22°30'00" W a distance of 875.00 feet;

Thence S 16°04'58" W a distance of 176.10 feet;

Thence S 28°41'39" W a distance of 247.90 feet;

Thence S 18°23'49" W a distance of 120.11 feet;

Thence S 33°29'46" W a distance of 96.58 feet;

Thence S 48°35'43" W a distance of 35.21 feet;

Thence S 18°39'43" W a distance of 235.22 feet;

Thence S 61°38'08" W a distance of 243.51 feet;

Thence S 44°05'50" W a distance of 205.29 feet;

Thence S 33°17'47" W a distance of 334.58 feet;

Thence S 20°35'57" W a distance of 441.21 feet;

Thence S 04°36'39" W a distance of 102.52 feet;

Thence S 38°53'19" E a distance of 114.15 feet;

Thence S 00°08'34" W a distance of 84.30 feet;

Thence N 89°51'26" W a distance of 873.73 feet to the POINT OF BEGINNING.

Said Description contains 100.5546 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°53'21" W for the south line of the Southwest Quarter of Section 19, Township 6 North, Range 3 East of the Gila & Salt

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River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Northeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 27 (GLO brass cap) from which point the southeast corner thereof (GLO brass cap) bears S 0° 19' 57" W a distance of 2639.64 feet;

Thence N 37°44'40" W a distance of 1113.43 feet to the POINT OF BEGINNING;

Thence N 77°51'45" W a distance of 88.10 feet;

Thence N 62°48'35" W a distance of 131.15 feet;

Thence N 40°30'06" W a distance of 70.27 feet;

Thence N 49°29'54" E a distance of 87.35 feet;

Thence S 40°30'06" E a distance of 65.00 feet;

Thence N 49°29'54" E a distance of 113.00 feet;

Thence N 40°30'06" W a distance of 65.00 feet;

Thence N 49°29'54" E a distance of 137.52 feet;

Thence S 86°35'38" E a distance of 104.89 feet;

Thence S 05°18'15" E a distance of 47.01 feet;

Thence N 76°58'48" E a distance of 62.10 feet;

Thence N 83°05'10" E a distance of 72.21 feet;

Thence S 81°48'38" E a distance of 47.83 feet;

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Thence S 72°49'12" E a distance of 55.10 fect;

Thence S 58°59'07" E a distance of 56.56 feet;

Thence N 30°22'30" E a distance of 67.57 feet;

Thence S 60°57'25" E a distance of 24.11 feet;

Thence S 58°00'25" E a distance of 111.68 feet;

Thence S 46°46'52" E a distance of 114.88 feet;

Thence S 52°08'01" E a distance of 67.59 feet;

Thence S 00°12'19" W a distance of 341.63 feet;

Thence S 83°48'35" W a distance of 39.84 feet;

Thence N 60°00'16" W a distance of 52.19 feet;

Thence N 79°36'08" W a distance of 30.15 feet;

Thence N 50°05'37" W a distance of 80.73 feet;

Thence N 64°14'25" W a distance of 92.42 feet;

Thence N 72°50'01" W a distance of 77.91 feet;

Thence N 77°26'26" W a distance of 56.72 feet;

Thence N 76°35'43" W a distance of 81.17 feet;

Thence N 79°14'13" W a distance of 99.06 feet;

Thence N 79°18'36" W a distance of 53.80 feet;

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Thence N 86°39'49" W a distance of 65.52 feet to the POINT OF BEGINNING.

Said Description contains 6.7405 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 0°19'57" W for the east line of the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Northeast Quarter of Section 27 and the Southeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 27 (GLO brass cap) from which point the southeast corner thereof (GLO brass cap) bears S 0° 19' 57" W a distance of 2639,64 feet;

Thence N 30°13'25" W a distance of 1528.28 feet to the POINT OF BEGINNING;

Thence S 49°29'54" W a distance of 204.02 feet;

Thence N 40°30'06" W a distance of 45.00 feet;

Thence S 49°29'54" W a distance of 113.00 feet;

Thence S 40°30'06" E a distance of 45.00 feet;

Thence S 49°29'54" W a distance of 91.91 feet;

Thence N 17°24'11" W a distance of 34.16 feet;

Thence N 46°27'18" W a distance of 21.56 feet;

Thence N 53°28'48" W a distance of 50.23 feet;

Thence N 45°01'00" W a distance of 31.09 feet;

Thence N 62°19'03" W a distance of 49.27 feet;

Thence N 63°11'30" W a distance of 31.97 feet;

Thence N 42°34'38" W a distance of 27.74 feet;

Thence N 54°25'17" W a distance of 33.38 feet;

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Thence N 55°37'01" W a distance of 38.43 feet;

Thence N 56°34'51" W a distance of 31.23 feet;

Thence N 58°08'23" W a distance of 40.04 feet;

Thence N 53°17'49" W a distance of 43.48 feet;

Thence N 58°39'55" W a distance of 29.10 feet;

Thence N 59°37'09" W a distance of 21.24 feet;

Thence N 52°40'01" W a distance of 17.69 feet;

Thence N 53°08'47" W a distance of 22.20 feet;

Thence N 55°48'55" W a distance of 46.08 feet;

Thence N 61°42'58" W a distance of 55.58 feet;

Thence N 76°39'53" W a distance of 59.33 feet;

Thence N 59°21'21" W a distance of 47.70 feet;

Thence N 75°40'37" W a distance of 32.40 feet;

Thence N 75°21'25" W a distance of 36.24 feet;

Thence N 71°10'02" Wa distance of 30.51 feet;

Thence N 80°53'25" W a distance of 56.91 feet;

Thence N 79°09'14" W a distance of 64.15 feet;

Thence N 77°03'17" W a distance of 109.31 feet;

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Thence S 60°12'00" W a distance of 84.70 feet;

Thence S 65°09'36" W a distance of 10.98 feet;

Thence N 86°43'21" W a distance of 165.97 feet;

Thence S 74°03'36" W a distance of 50.41 feet;

Thence N 52°06'20" W a distance of 346.17 feet;

Thence N 10°58'19" E a distance of 537.64 feet;

Thence N 85°33'56" E a distance of 123.91 feet;

Thence N 82°14'22" E a distance of 124.57 feet;

Thence N 69°57'29" E a distance of 311.39 feet;

Thence N 81°59'14" E a distance of 185.50 feet;

Thence N 57°52'35" B a distance of 79.43 feet;

Thence N 67°57'31" E a distance of 696.26 feet;

Thence N 83°06'24" E a distance of 159.74 feet;

Thence N 75°50'39" E a distance of 56.07 feet;

Thence N 79°51'51" E a distance of 194.29 feet;

Thence N 84°17'28" E a distance of 89.61 feet;

Thence N 87°59'54" E a distance of 325.72 feet;

Thence S 02°00'06" E a distance of 461.29 feet;

Thence S 86°28'43" W a distance of 32.78 feet;

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Thence S 84°56'02" W a distance of 182.08 feet;

Thence S 84°01'45" W a distance of 172.84 feet;

Thence S 73°56'07" W a distance of 81.82 feet;

Thence S 88°30'19" W a distance of 85.13 feet;

Thence S 76°02'35" W a distance of 49.97 feet;

Thence S 84°06'13" W a distance of 58.96 feet;

Thence S 76°28'18" W a distance of 50.07 feet;

Thence S 37°01'27" W a distance of 74.86 feet;

Thence S 33°18'46" W a distance of 55.08 feet;

Thence S 61°12'39" W a distance of 64.48 feet;

Thence S 61°38'03" W a distance of 68.18 feet;

Thence S 66°09'42" W a distance of 68.23 feet;

Thence S 64°25'12" W a distance of 88.45 feet;

Thence S 57°24'06" W a distance of 59.13 feet;

Thence S 68°05'01" W a distance of 36.61 feet;

Thence S 80°33'19" W a distance of 33.60 feet;

Thence S 75°23'09" W a distance of 13.18 feet;

Thence S 84°41'17" W a distance of 63.91 feet;

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January 5, 2009 Del Webb's Anthem F-NAOS-17 Boundary Page 5 of 6

Thence N 90°00'00" W a distance of 66.60 feet;

Thence S 81°28'24" W a distance of 59.86 feet;

Thence S 66°48'41" W a distance of 56.35 feet;

Thence S 49°38'56" W a distance of 38.84 feet;

Thence S 52°49'42" W a distance of 53.86 feet;

Thence S 18°26'35" W a distance of 23.39 feet;

Thence S 24°06'45" B a distance of 61.58 feet;

Thence S 36°23'50" E a distance of 69.83 feet;

Thence S 38°20'48" E a distance of 81.10 feet;

Thence S 48°39'57" E a distance of 98.55 feet;

Thence S 61°37'06" E a distance of 124.47 feet;

Thence S 69°39'20" E a distance of 97.86 feet;

Thence S 64°53'44" E a distance of 52.30 feet;

Thence S 70°55'59" E a distance of 101.14 feet;

Thence S 67°31'49" E a distance of 46.44 feet;

Thence S 74°03'42" E a distance of 43.09 feet;

Thence S 77°58'30" E a distance of 92.30 feet;

Thence S 87°47'54" E a distance of 38.51 feet;

Thence S 73°47'14" E a distance of 84.77 feet;

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Thence S 72°33'38" E a distance of 54.29 feet;

Thence S 71°00'27" E a distance of 34.25 feet to the POINT OF BEGINNING.

Said Description contains 37.8037 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 0°19'57" W for the east line of the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the North Half of Section 27, Township 6 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the center of said Section 27 (calculated from Book 486, Page 18, Maricopa County Records), said point bears N 89°52′57" W a distance of 2644.04 feet from the east quarter corner thereof (GLO brass cap);

Thence N 00°10'32" E, along the west line of the Northeast Quarter of said Section 27, a distance of 441.19 feet to the POINT OF BEGINNING;

Thence N 34°36'37" W a distance of 278.66 feet;

Thence N 09°12'09" E a distance of 192.34 feet;

Thence N 16°39'41" E a distance of 437.47 feet;

Thence N 10°58'19" E a distance of 414.40 feet;

Thence S 52°06'20" E a distance of 346.17 feet;

Thence N 74°03'36" E a distance of 50.41 feet;

Thence S 63°48'08" E a distance of 178.24 feet;

Thence S 21°41'02" W a distance of 198.08 feet;

Thence S 15°40'35" W a distance of 88.39 feet;

Thence S 19°14'59" E a distance of 309.76 feet;

Thence S 05°39'25" E a distance of 187.81 feet;

Thence S 21°57'29" W a distance of 50.29 feet;

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Thence S 29°08'50" E a distance of 61.28 feet;

Thence S 49°36'54" W a distance of 108.33 feet;

Thence N 41°36'15" W a distance of 93.87 feet;

Thence S 51°54'48" W a distance of 253.18 feet;

Thence S 01°33'44" W a distance of 131.04 feet;

Thence S 50°58'46" W a distance of 41.81 feet;

Thence N 48°51'40" W a distance of 148.03 feet;

Thence N 80°36'57" W a distance of 39.26 feet;

Thence N 34°36'37" W a distance of 110.19 feet to the POINT OF BEGINNING.

Said Description contains 15.2695 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 89°52'57" W for the north line of the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as calculated from an ALTA Survey recorded in Book 486, Page 18, Maricopa County, Records.

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A Stanley Group Company Engineering, Environmental and Construction Services - Workswide

> January 5, 2009 Del Webb's Anthem P-NAOS-19 Boundary Page 1 of 4

LEGAL DESCRIPTION

A parcel of land lying within the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 27 (GLO brass cap) from which point the southeast corner thereof (GLO brass cap) bears S 89°53'19" E a distance of 2640.84 feet;

Thence N 31°39'39" E a distance of 1572.82 feet to the POINT OF BEGINNING;

Thence N 36°04'38" W a distance of 13.24 feet;

Thence N 55°33'06" W a distance of 32.00 feet;

Thence N 79°21'21" W a distance of 30.80 feet;

Thence N 88°22'39" W a distance of 63.93 feet;

Thence S 37°34'53" W a distance of 14.73 feet;

Thence N 83°38'31" W a distance of 20.50 feet;

Thence N 06°21'29" E a distance of 5.00 feet;

Thence N 83°38'31" W a distance of 14.32 feet;

Thence N 53°01'37" W a distance of 4.66 feet;

Thence N 74°12'34" W a distance of 55.12 feet;

Thence N 82°15'42" W a distance of 86.43 feet;

Thence S 54°23'06" W a distance of 38.19 feet;

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January 5, 2009 Del Webb's Anthem F-NAOS-19 Boundary Page 2 of 4

Thence S 67°26'33" W a distance of 25.87 feet;

Thence S 81°31'20" W a distance of 23.16 feet;

Thence S 66°52'10" W a distance of 10.65 feet;

Thence S 86°41'20" W a distance of 47.17 feet;

Thence S 65°53'20" W a distance of 37.98 feet;

Thence S 45°00'48" W a distance of 41.21 feet;

Thence S 66°52'10" W a distance of 36.00 feet;

Thence S 23°07'50" E a distance of 29.11 feet;

Thence S 17°12'55" W a distance of 43.36 feet;

Thence S 25°23'19" W a distance of 26.17 feet;

Thence S 53°36'14" W a distance of 25.71 feet;

Thence N 84°13'13" W a distance of 20.54 feet;

Thence N 36°45'13" W a distance of 8.60 feet;

Thence N 02°02'22" W a distance of 54.67 feet;

Thence N 35°12'04" E a distance of 14.19 feet;

Thence N 81°44'59" W a distance of 30.96 feet;

Thence S 85°23'13" W a distance of 50.18 feet;

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Thence N 19°25'08" W a distance of 28.56 feet;

Thence N 25°47'01" E a distance of 33.92 feet;

Thence S 67°32'40" E a distance of 6.34 feet;

Thence N 22°27'20" E a distance of 62.90 feet;

Thence N 59°10'15" E a distance of 74.63 feet;

Thence N 22°36'20" E a distance of 31.65 feet;

Thence N 43°22'22" E a distance of 71.35 feet;

Thence N 78°36'30" E a distance of 66.78 feet;

Thence N 67°02'12" E a distance of 25.85 feet;

Thence N 11°44'30" W a distance of 81.44 feet;

Thence N 14°08'51" W a distance of 21.60 feet;

Thence S 76°05'02" E a distance of 92.81 feet;

Thence S 83°48'11" E a distance of 37.14 feet;

Thence N 42°49'29" E a distance of 1.80 feet;

Thence S 72°19'12" E a distance of 41.80 feet;

Thence S 68°45'44" E a distance of 72.40 feet;

Thence S 63°02'23" E a distance of 62.37 feet;

Thence N 68°57'18" E a distance of 13.46 feet;

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Thence S 63°02'23" B a distance of 21.00 feet;

Thence S 15°06'19" E a distance of 13.47 feet;

Thence S 15°06'24" E a distance of 18.64 feet;

Thence N 74°53'36" E a distance of 20.65 feet;

Thence S 63°02'23" E a distance of 1.41 feet;

Thence S 48°11'58" E a distance of 42.88 feet;

Thence S 46°03'38" E a distance of 6.02 feet;

Thence S 85°14'32" E a distance of 51.83 feet;

Thence S 31°35'42" E a distance of 75.36 feet;

Thence S 29°27'54" E a distance of 25.25 feet;

Thence S 13°53'27" W a distance of 23.71 feet;

Thence S 40°14'59" W a distance of 17.17 feet;

Thence S 80°24'53" W a distance of 24.40 feet to the POINT OF BEGINNING.

Said Description contains 2.7425 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°53'19" E for the south line of the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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A Starley Group Company Engineering, Environmental and Construction Services - Worldwide January 5, 2009 Del Webb's Anthern F-NAOS-20 Boundary Page 1 of 7

LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 27, Township 6 North, Range 2 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 27 (GLO brass cap) from which point the southeast corner thereof (GLO brass cap) bears S 89°53'19" E a distance of 2640.84 feet;

Thence S 89°53'19" E, along the south line of the Southeast Quarter of said Section 27, a distance of 1541.73 feet to the POINT OF BEGINNING;

Thence N 30°55'43" W a distance of 102.50 feet;

Thence N 38°06'04" W a distance of 46,28 feet;

Thence N 24°24'04" W a distance of 7.01 feet;

Thence S 72°35'17" W a distance of 1.04 feet;

Thence N 11°48'52" E a distance of 23.96 feet;

Thence N 23°44'12" W a distance of 15.06 feet;

Thence N 27°31'04" W a distance of 58.45 feet;

Thence N 18°59'10" W a distance of 35.58 feet;

Thence N 47°32'21" W a distance of 68.83 feet;

Thence N 41°47'25" W a distance of 49.00 feet;

Thence N 38°47'17" W a distance of 59.61 feet;

Thence N 48°09'46" W a distance of 10.54 feet;

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January 5, 2009 Del Webb's Anthem F-NAOS-20 Boundary Page 2 of 7

Thence N 85°39'15" W a distance of 6.98 feet;

Thence N 36°13'01" W a distance of 9.64 feet;

Thence N 41°42'39" W a distance of 117.32 feet;

Thence N 30°03'14" W a distance of 3.00 feet;

Thence N 17°17'28" W a distance of 21.06 feet;

Thence N 08°44'28" W a distance of 17,34 feet;

Thenco N 24°55'52" W a distance of 15.63 feet;

Thence N 45°59'18" W a distance of 13.28 feet;

Thence N 31°59'25" W a distance of 15.54 feet;

Thence N 37°38'53" W a distance of 23.73 feet;

Thence N 70°48'38" W a distance of 2.69 feet;

Thence N 19°11'52" W a distance of 8.74 feet;

Thence N 40°05'43" W a distance of 69,21 feet;

Thence N 26°19'34" W a distance of 7.61 feet;

Thence N 00°00'00" E a distance of 7.23 feet;

Thence N 18°31'17" W a distance of 17.18 feet;

Thence N 19°38'38" W a distance of 9.87 feet;

Thence N 08°34'34" W a distance of 84.22 feet;

Thence N 13°13'42" E a distance of 63.07 feet;

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Thence N 21°14'24" E a distance of 90,74 feet;

Thence N 22°03'20" E a distance of 28.86 feet;

Thence N 71°01'12" W a distance of 3.63 feet;

Thence N 23°27'30" E a distance of 60.37 feet;

Thence N 66°32'30" W a distance of 5.87 feet;

Thence N 29°49'55" E a distance of 26.57 feet;

Thence N 59°07'20" E a distance of 47.86 feet;

Thence N 85°40'51" E a distance of 35.05 feet;

Thence N 26°32'18" W a distance of 26.83 feet;

Thence N 63°57'56" E a distance of 53.17 feet;

Thence N 08°07'49" W a distance of 148.61 feet;

Thence N 48°15'29" W a distance of 34.17 feet;

Thence N 00°00'00" E a distance of 47.25 feet;

Thence N 46°58'06" W a distance of 34.84 feet;

Thence N 81°35'23" W a distance of 103.53 feet;

Thence N 08°36'01" W a distance of 52.68 feet;

Thence N 31°20'49" W a distance of 79.08 feet;

Thence N 26°44'43" W a distance of 82.11 feet;

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Thence N 19°50'12" W a distance of 11.73 feet;

Thence N 90°00'00" W a distance of 1.58 feet;

Thence N 26°44'43" W a distance of 4.84 feet;

Thence S 63°15'17" W a distance of 60.09 feet;

Thence S 26°44'43" E a distance of 1.56 feet;

Thence S 62°57'44" W a distance of 29.84 feet;

Thence N 62°14'59" W a distance of 20.01 feet;

Thence N 28°52'14" W a distance of 149.49 feet;

Thence N 05°57'26" B a distance of 6.61 feet;

Thence N 31°07'31" W a distance of 82.11 feet;

Thence N 13°07'25" W a distance of 67.39 feet;

Thence N 24°10'01" W a distance of 42.90 feet;

Thence N 66°07'29" W a distance of 8.56 feet;

Thence N 35°33'06" W a distance of 26.47 feet;

Thence N 05°48'13" W a distance of 8.19 feet;

Thence N 34°19'51" W a distance of 33.85 feet;

Thence N 38°47'08" W a distance of 115.58 feet;

Thence N 31°11'42" W a distance of 118.14 feet;

Thence N 04°15'46" E a distance of 58.27 feet;

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Thence N 19°25'48" W a distance of 41.60 feet;

Thence N 06°22'12" E a distance of 5.15 feet;

Thence N 17°10'27" W a distance of 38.00 feet;

Thence N 46°53'05" W a distance of 8.11 feet;

Thence N 19°25'48" W a distance of 36.44 feet;

Thence N 32°22'19" W a distance of 52.35 feet;

Thence N 03°06'07" W a distance of 63.70 feet;

Thence N 71°24'20" E a distance of 3.87 feet;

Thence N 18°35'40" W a distance of 13.97 feet;

Thence N 03°06'07" W a distance of 10.63 feet;

Thence N 17°32'27" W a distance of 106.90 feet;

Thence N 07°11'30" W a distance of 16.00 feet;

Thence N 70°28'26" E a distance of 163.48 feet;

Thence S 04°49'54" W a distance of 51.98 feet;

Thence S 25°18'57" E a distance of 42.73 feet;

Thence S 56°00'34" E a distance of 26.43 feet;

Thence S 16°16'47" E a distance of 18.79 feet;

Thence S 43°24'51" E a distance of 35.48 feet;

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Thence S 79°10'16" E a distance of 70.45 feet;

Thence S 15°55'58" E a distance of 42.26 feet;

Thence S 49°50'15" E a distance of 31.36 feet;

Thence N 64°51'21" E a distance of 173.78 feet;

Thence N 33°49'28" E a distance of 151.39 feet;

Thence S 90°00'00" E a distance of 70.31 feet;

Thence N 11°37'03" B a distance of 43.33 feet;

Thence N 57°27'08" E a distance of 337.57 feet;

Thence N 44°45'01" E a distance of 130.01 feet;

Thence S 71°10'34" E a distance of 148.39 feet;

Thence N 76°17'52" E a distance of 43.35 feet;

Thence S 65°10'57" E a distance of 12.99 feet;

Thence S 65°33'17" E a distance of 38.39 feet;

Thence S 60°02'50" B a distance of 141.78 feet;

Thence S 71°30'45" E a distance of 402.17 feet;

Thence S 49°03'16" E a distance of 104.35 feet;

Thence S 00°08'03" W a distance of 140.14 feet;

Thence S 27°41'37" E a distance of 102.58 feet;

Thence S 00°00'00" W a distance of 265.21 feet;

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January 5, 2009 Del Webb's Anthem F-NAOS-20 Boundary Page 7 of 7

Thence S 90°00'00" B a distance of 113.98 feet;

Thence S 67°29'25" E a distance of 33.06 feet;

Thence S 89°30'05" E a distance of 82.00 fect;

Thence S 61°48'07" E a distance of 76.45 feet to a point on the east line of the Southeast Ouarter of said Section 27;

Thence S 00°19'57" W, along said east line, a distance of 1999.18 feet to the southeast corner thereof;

Thence N 89°53'19" W, along said south line of the Southeast Quarter, a distance of 1099.11 feet to the POINT OF BEGINNING.

Said Description contains 96.5549 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°53'19" E for the south line of the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.;



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May 15, 2009 Del Webb's Anthem F-NAOS-21 Boundary Page 1 of 1

LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 27 (GLO brass cap) said point bears N 0°19'57" E a distance of 2639.64 feet from the southeast corner thereof (GLO brass cap);

Thence N 88°29'43" W a distance of 1990.84 feet to the POINT OF BEGINNING;

Thence S 58°56'41" E a distance of 32,20 feet;

Thence S 20°05'44" W a distance of 51.70 feet;

Thence N 08°34'00" W a distance of 65.90 feet to the POINT OF BEGINNING;

Said Description contains 0.0188 acre of land, more or less, including any easements of record.

The basis of bearing for the above parcel is N 0°19'57" E for the east line of the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA survey recorded in Book 486, Page 18, Maricopa County Records.

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LEGAL DESCRIPTION

A parcel of land lying within the South Half of Section 10, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 10 (GLO brass cap) from which point the southeast corner thereof (GLO brass cap) bears S 89°56'54" E a distance of 2634.10 feet;

Thence N 2°13'28" E a distance of 1595.67 feet to the POINT OF BEGINNING;

Thence N 63°25'08" W a distance of 200.26 feet;

Thence N 57°19'48" E a distance of 95.31 feet;

Thence N 27°57'02" E a distance of 160.21 feet;

Thence N 45°53'52" E a distance of 846.37 feet;

Thence S 69°23'34" E a distance of 147.48 feet;

Thence N 45°55'25" E a distance of 161.79 feet;

Thence N 20°37'29" E a distance of 56.21 feet;

Thence N 38°51'57" E a distance of 77.09 feet;

Thence S 89°53'22" E a distance of 512.86 feet;

Thence S 37°31'23" W a distance of 35.77 feet;

Thence S 42°54'03" W a distance of 35.90 feet;

Thence S 46°24'51" W a distance of 13.20 feet;

Thence S 22°09'45" E a distance of 69.28 feet;

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Thence S 00°42'26" E a distance of 86.05 feet;

Thence S 20°43'18" W a distance of 84.04 feet;

Thence S 49°45'29" W a distance of 72.35 feet;

Thence S 67°38'52" W a distance of 103.35 feet;

Thence S 72°01'39" W a distance of 82.62 feet;

Thence S 84°12'59" W a distance of 84.33 feet;

Thence N 81°15'08" W a distance of 57.41 feet;

Thence S 37°43'31" W a distance of 12.53 feet;

Thence S 54°45'35" W a distance of 40.46 feet;

Thence S 65°03'39" W a distance of 47.83 feet;

Thence S 63°51'36" W a distance of 18.80 feet;

Thence S 58°05'29" W a distance of 22.84 feet;

Thence S 54°06'52" W a distance of 11.50 feet;

Thence S 72°43'34" W a distance of 106.16 feet;

Thence S 77°01'19" W a distance of 27.01 feet;

Thence S 62°53'20" W a distance of 47.94 feet;

Thence S 61°27'36" W a distance of 41.27 feet;

Thence S 65°30'13" W a distance of 42.83 feet;

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Thence S 71°32'45" W a distance of 64.59 feet;

Thence S 70°48'12" W a distance of 57.40 feet;

Thence S 63°07'18" W a distance of 51.06 feet;

Thence S 55°10'37" W a distance of 56.54 feet;

Thence S 43°57'51" W a distance of 22.68 feet;

Thence S 38°59'44" W a distance of 26.35 feet;

Thence S 43°12'21" W a distance of 27.43 feet;

Thence S 56°21'53" W a distance of 25.90 feet;

Thence S 66°47'41" W a distance of 31.83 feet;

Thence S 68°15'07" W a distance of 24.85 feet;

Thence S 62°10'19" W a distance of 24.82 feet;

Thence S 50°43'13" W a distance of 37.65 feet;

Thence S 47°14'54" W a distance of 47.91 feet;

Thence S 46°16'23" W a distance of 67.52 feet;

Thence S 47°59'06" W a distance of 40.30 feet;

Thence S 52°12'57" W a distance of 25.50 feet;

Thence S 52°57'16" W a distance of 20.77 feet;

Thence S 38°22'56" W a distance of 13.98 feet;

Thence S 22°56'42" W a distance of 15.97 feet;

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Thence S 23°42'26" W a distance of 16.07 feet;

Thence S 45°37'05" W a distance of 13.13 feet;

Thence S 83°34'51" W a distance of 12.04 feet;

Thence S 71°44'25" W a distance of 7.07 feet;

Thence S 29°46'37" W a distance of 12.19 feet;

Thence S 32°04'45" W a distance of 49.05 feet to the POINT OF BEGINNING.

Said Description contains 11.8387 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°56'54" E for the south line of the Southeast Quarter of Section 10, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Southwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 9 (GLO brass cap) from which point the northwest corner thereof (GLO brass cap) bears N 0°08'18" E a distance of 2639.68 feet;

Thence S 00°38'32" E a distance of 2178.73 feet to the POINT OF BEGINNING;

Thence N 30°11'13" E a distance of 252.67 feet;

Thence N 27°09'01" E a distance of 258.45 feet;

Thence N 16°37'45" E a distance of 80.81 feet;

Thence N 26°18'25" E a distance of 109.58 fcot;

Thence N 15°12'36" E a distance of 79.25 feet;

Thence N 77°02'50" E a distance of 281.83 feet;

Thence S 24°30'00" W a distance of 175.00 feet;

Thence S 45°30'00" W a distance of 525.00 feet;

Thence S 39°47'23" E a distance of 317.03 feet;

Thence S 00°00'22" W a distance of 327.19 feet;

Thence S 90°00'00" E a distance of 128.37 feet;

Thence S 00°00'22" W a distance of 129.07 feet;

Thence N 89°42'53" W a distance of 497.49 feet;

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Thence N 00°08'48" E a distance of 460.94 feet to the POINT OF BEGINNING.

Said Description contains 7.1200 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°08'18" E for the west line of the Northwest Quarter of Section 9, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Northeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 22 (GLO brass cap) from which point the northeast corner thereof (GLO brass cap) bears N 0°09'44" E a distance of 2642.68 feet;

Thence N 66°08'18" W a distance of 2482.17 feet to the POINT OF BEGINNING;

Thence S 22°57'52" E a distance of 71.23 feet;

Thence S 16°15'23" E a distance of 41.27 feet;

Thence S 04°22'00" W a distance of 88.17 feet;

Thence S 27°09'35" W a distance of 92.26 feet;

Thence S 35°16'46" W a distance of 126.94 feet;

Thence N 12°19'44" E a distance of 387.77 feet to the POINT OF BEGINNING.

Said Description contains 0.3962 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°09'44" E for the east line of the Northeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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LEGAL DESCRIPTION

A parcel of land lying within the Northeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, County of Maricopa, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 27 (GLO brass cap) from which point the southeast corner thereof (GLO brass cap) bears S 0°19'57" W a distance of 2639.64 feet;

Thence N 35°19'54" W a distance of 1683.10 feet to the POINT OF BEGINNING;

Thence N 77°58'30" W a distance of 92.30 feet;

Thence N 74°03'42" W a distance of 43.09 feet;

Thence N 67°31'49" W a distance of 46.44 feet;

Thence N 70°55'59" W a distance of 101.14 feet;

Thence N 64°53'44" W a distance of 52.30 feet;

Thence N 69°39'20" W a distance of 97.86 feet;

Thence N 61°37'06" W a distance of 124.47 feet;

Thence N 48°39'57" W a distance of 98.55 feet;

Thence N 38°20'48" W a distance of 81.10 feet;

Thence N 36°23'50" W a distance of 69.83 feet;

Thence N 24°06'45" W a distance of 61.58 feet;

Thence N 18°26'35" E a distance of 23.39 feet;

Thence N 52º49'42" E a distance of 53.86 feet;

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Thence N 49°38'56" E a distance of 38.84 feet;

Thence N 66°48'41" E a distance of 56.35 feet;

Thence N 81°28'24" E a distance of 59.86 feet;

Thence S 90°00'00" E a distance of 66.60 feet;

Thence N 84°41'17" E a distance of 63.91 feet;

Thence N 75°23'09" B a distance of 13.18 feet;

Thence N 80°33'19" B a distance of 33.60 feet;

Thence N 68°05'01" E a distance of 36.61 feet;

Thence N 57°24'06" E a distance of 59.13 feet;

Thence N 64°25'12" E a distance of 88.45 feet;

Thence N 66°09'42" E a distance of 68.23 feet;

Thence N 61°38'03" E a distance of 68.18 feet;

Thence N 61°12'39" E a distance of 64.48 feet;

Thence N 33°18'46" E a distance of 55.08 feet;

Thence N 37°01'27" E a distance of 74.86 feet;

Thence N 76°28'18" E a distance of 50.07 feet;

Thence N 84°06'13" E a distance of 58.96 feet;

Thence N 76°02'35" E a distance of 49.97 feet;

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Thence S 54°01'19" W a distance of 203.07 feet;

Thence S 22°59'45" W a distance of 28.69 feet;

Thence S 37°53'37" W a distance of 28.92 feet;

Thence S 48°17'42" W a distance of 39.13 feet;

Thence S 48°17'42" W a distance of 45.00 feet;

Thence S 48°17'42" W a distance of 45.00 feet;

Thence S 48°17'42" W a distance of 45.00 feet;

Thence S 48°17'42" W a distance of 45.00 feet;

Thence S 48°17'42" W a distance of 50.87 feet;

Thence S 59°04'29" W a distance of 67.31 feet;

Thence N 87°52'23" W a distance of 162.75 feet;

Thence S 43°12'57" W a distance of 166.81 feet;

Thence S 10°43'29" E a distance of 184.73 feet;

Thence S 67°15'15" B a distance of 503.33 feet to the POINT OF BEGINNING;

Said Description contains 2.9357 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 0°19'57" W for the east line of the Southeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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LEGAL DESCRIPTION

A parcel of land lying within the East Half of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the east quarter corner of said Section 22 (GLO brass cap) from which point the northeast corner thereof (GLO brass cap) bears N 0°09'44" B a distance of 2642.68 feet;

Thence N 79°08'27" W a distance of 2432.86 feet to the POINT OF BEGINNING;

Thence S 15°55'17" E a distance of 197.61 feet;

Thence S 05°52'47" W a distance of 115.39 feet;

Thence S 33°09'54" E a distance of 237.57 feet;

Thence S 16°33'53" E a distance of 230.91 feet;

Thence S 32°18'48" W a distance of 145.81 feet;

Thence S 11°04'36" E a distance of 85.40 feet;

Thence S 19°57'03" E a distance of 127.78 feet;

Thence S 01°11'13" W a distance of 113.92 feet;

Thence S 18°32'36" W a distance of 48.35 fect;

Thence N 63°52'44" W a distance of 321.37 feet to the beginning of a non-tangent curve to the left from which point the radius point bears S 85°39'20" W;

Thence 139.18 feet along the arc of said curve to the left, having a radius of 7843.72 feet, through a central angle of 01°01'00" and a chord bearing N 04°51'10" W;

Thence N 05°21'40" W a distance of 340.28 feet,

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Thence N 12°19'44" E a distance of 606.94 feet to the POINT OF BEGINNING.

Said Description contains 5.8766 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°09'44" E for the east line of the Northeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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LEGAL DESCRIPTION

A parcel of land lying within the Southeast Quarter of Section 22 and the Northeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 22 (calculated from Book 486, Page 18, Maricopa County Records) from which point the east quarter corner thereof (GLO brass cap) bears N 0°02'52" E a distance of 2639.39 feet;

Thence N 68°56'52" W a distance of 2145.83 feet to the POINT OF BEGINNING;

Thence S 78°30'31" E a distance of 234.20 feet;

Thence S 50°24'21" E a distance of 466.64 fect to the beginning of a non-tangent curve to the left from which point the radius point bears N 82°07'52" E;

Thence 137.73 feet along the arc of said curve to the left, having a radius of 95.00 feet, through a central angle of 83°04'01" and a chord bearing S 49°24'09" E;

Thence S 22°33'15" E a distance of 173.63 feet;

Thence S 21°50'10" W a distance of 21.51 feet;

Thence S 66°06'59" W a distance of 258.91 feet;

Thence 239.26 feet along the arc of a curve to the right, having a radius of 1809.86 feet, through a central angle of 07°34'28" and a chord bearing S 69°54'13" W;

Thence N 26°15'17" W a distance of 20.42 feet;

Thence S 89°51'39" W a distance of 242.34 feet;

Thence S 00°08'21" E a distance of 93.76 feet;

Thence S 84°38'05" W a distance of 155.40 feet;

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Thence N 15°21'46" E a distance of 117.10 feet;

Thence S 85°33'44" W a distance of 160.53 feet;

Thence N 09°53'56" E a distance of 36.53 feet;

Thence S 72°11'54" E a distance of 4.61 feet;

Thence S 02°57'04" E a distance of 18.25 feet;

Thence S 83°24'42" E a distance of 71.91 feet;

Thence N 22°56'12" E a distance of 109.17 feet;

Thence N 26°22'56" E a distance of 115.47 feet;

Thence S 79°56'00" E a distance of 465.10 feet;

Thence N 22°14'59" E a distance of 50.38 feet;

Thence N 63°07'47" W a distance of 387.75 feet;

Thence N 26°36'50" E a distance of 61.58 feet;

Thence N 76°22'00" E a distance of 83.42 feet;

Thence N 12°18'33" E a distance of 152.20 feet;

Thence N 31°18'09" W a distance of 153.86 feet;

Thence N 56°53'43" W a distance of 138.92 feet to the POINT OF BEGINNING.

Said Description contains 7.7443 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°02'52" E for the east line of the Southeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt Q:\13258\SURVEY\ANTHEM PHASE II\NAOS\Documents\F-NAOS-31.doc



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River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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LEGAL DESCRIPTION

A parcel of land lying within the Southeast Quarter of Section 22 and the Northeast Quarter of Section 27, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Section 22 (calculated from Book 486, Page 18, Maricopa County Records) from which point the east quarter corner thereof (GLO brass cap) bcars N 0°02'52" E a distance of 2639.39 feet;

Thence N 69°45'48" W a distance of 2344.37 feet to the POINT OF BEGINNING;

Thence S 12°15'01" W a distance of 326.71 feet;

Thence S 02°57'04" E a distance of 470.29 feet;

Thence N 72°11'54" W a distance of 4.61 feet;

Thence S 09°53'56" W a distance of 36.53 feet;

Thence S 15°21'46" W a distance of 111.59 feet;

Thence S 85°33'51" W a distance of 86.55 feet;

Thence N 04°25'58" W a distance of 97.78 feet;

Thence N 67°24'08" W a distance of 118.57 feet;

Thence N 00°09'34" E a distance of 39.53 feet;

Thence N 08°24'03" E a distance of 347.51 feet;

Thence N 05°24'00" E a distance of 205.55 feet;

Thence N 00°33'04" E a distance of 235.60 feet;

Thence S 82°24'59" E a distance of 218.08 feet to the POINT OF BEGINNING. Q:\13258\SURVEY\ANTHEM PHASE INAOS\Documents\F-NAOS-32.doc

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Said Description contains 4.0446 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is N 0°02'52" E for the east line of the Southeast Quarter of Section 22, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.

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LEGAL DESCRIPTION

A parcel of land lying within the Northwest Quarter of Section 24, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the north quarter corner of said Section 24 (GLO brass cap) from which point the northeast corner thereof (GLO brass cap) bears S 89°53'54" E a distance of 2631.32 feet;

Thence S 13°13'55" W a distance of 2028.79 feet to the POINT OF BEGINNING;

Thence N 12°38'15" E a distance of 114.32 feet;

Thence N 22°50'04" W a distance of 157.08 feet;

Thence N 53°26'16" E a distance of 62.64 feet;

Thence N 15°31'03" W a distance of 143.52 feet;

Thence N 21°51'05" W a distance of 73.02 feet;

Thence N 08°11'12" W a distance of 119.41 feet;

Thence N 74°30'39" E a distance of 134.05 feet;

Thence S 03°38'51" E a distance of 58.82 feet;

Thence S 15°20'37" E a distance of 281.25 feet;

Thence S 06°22'43" E a distance of 117.91 feet;

Thence S 10°39'17" W a distance of 307.57 feet;

Thence N 44°54'17" W a distance of 135.09 feet to the POINT OF BEGINNING.

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Said Description contains 2.0998 acres of land, more or less, including any easements of record.

The basis of bearing for the above description is S 89°53'54" E for the north line of the Northeast Quarter of Section 24, Township 6 North, Range 2 East of the Gila & Salt River Meridian, Maricopa County, Arizona as shown on an ALTA Survey recorded in Book 486, Page 18, Maricopa County Records.



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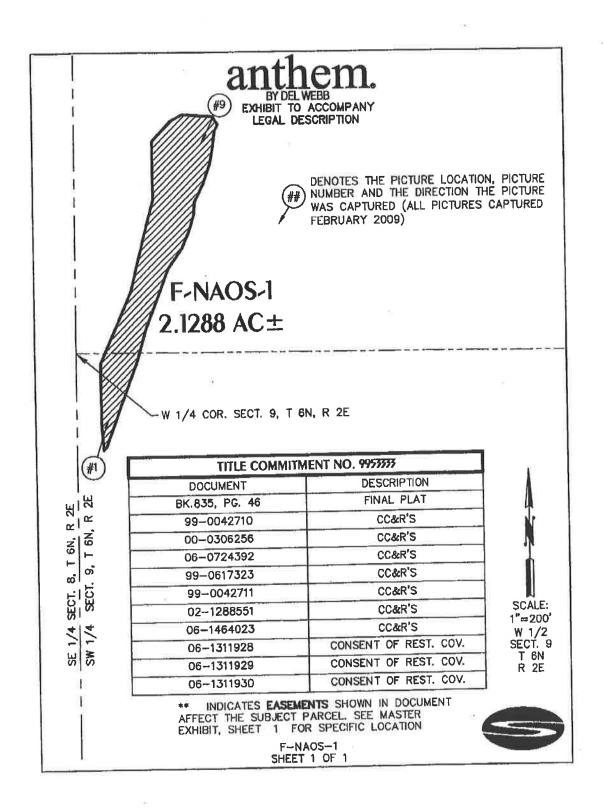
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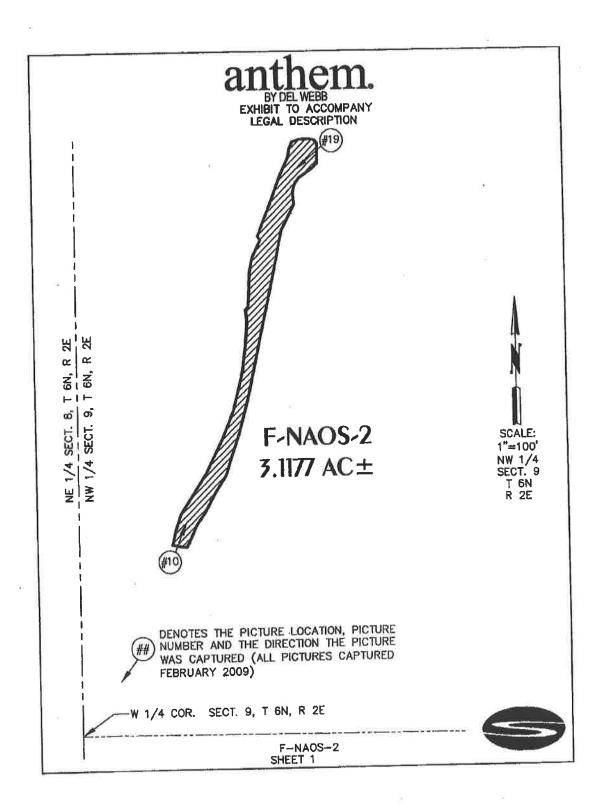
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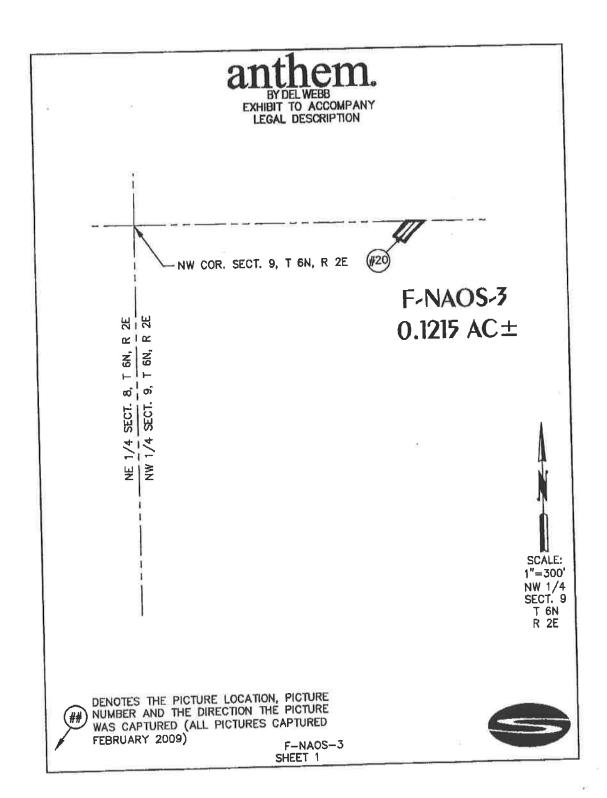
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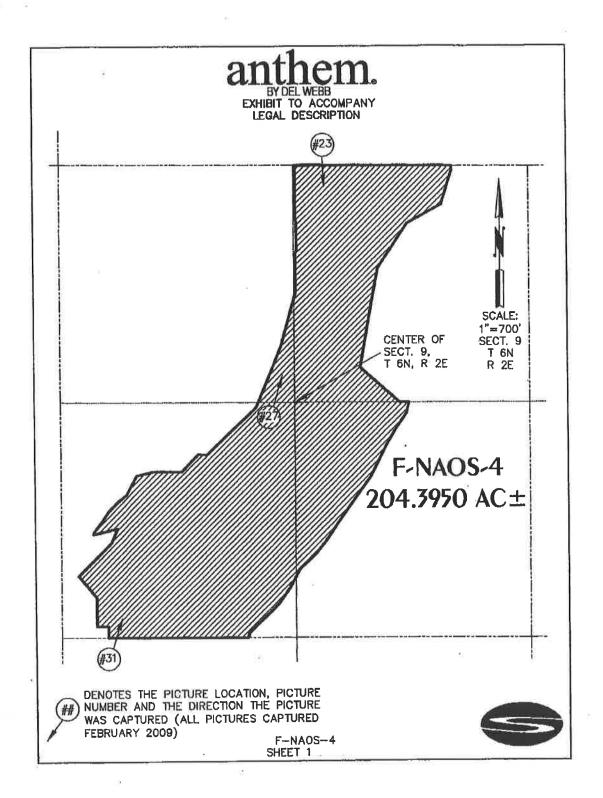
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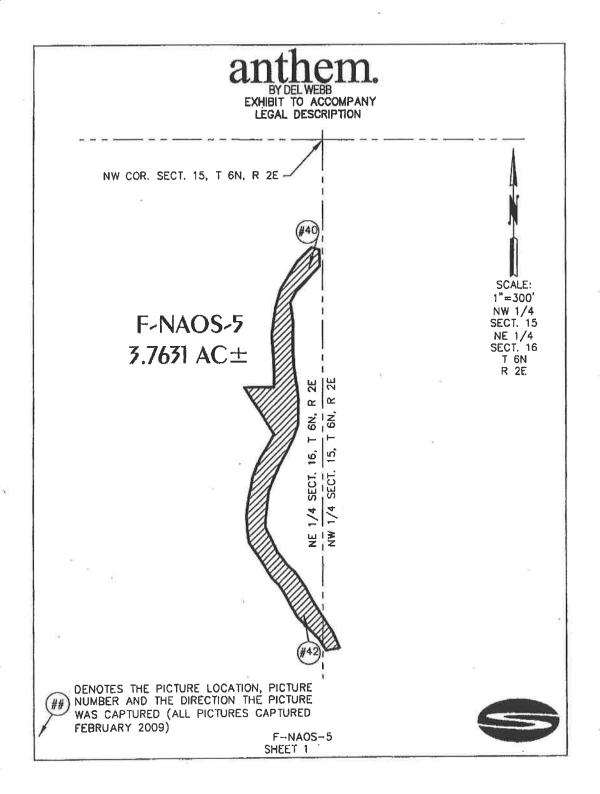


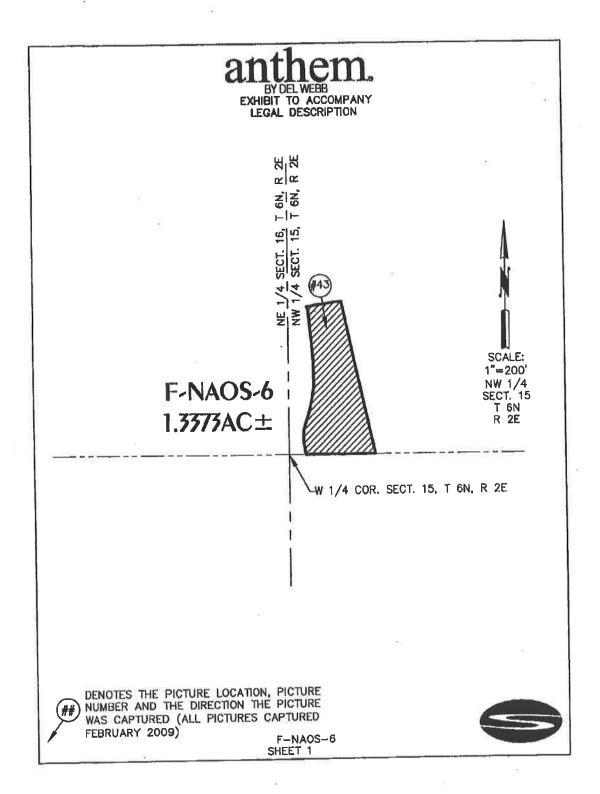




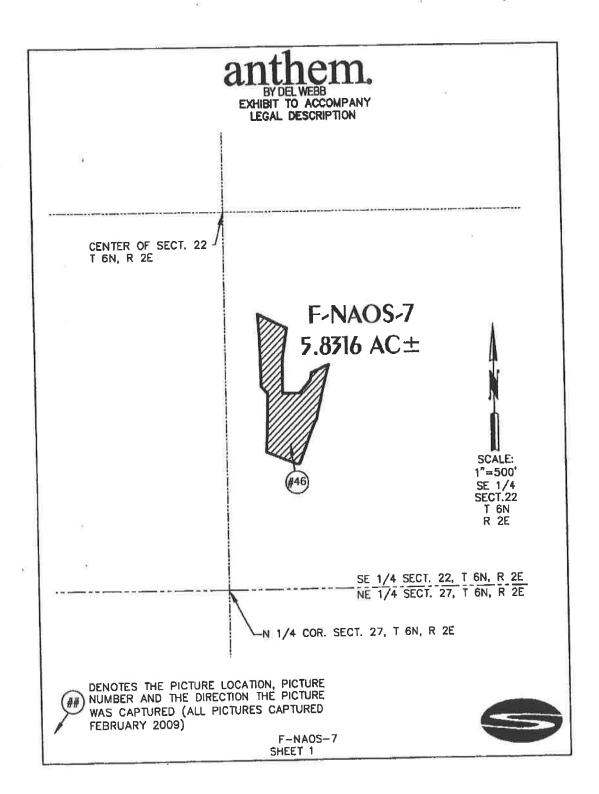


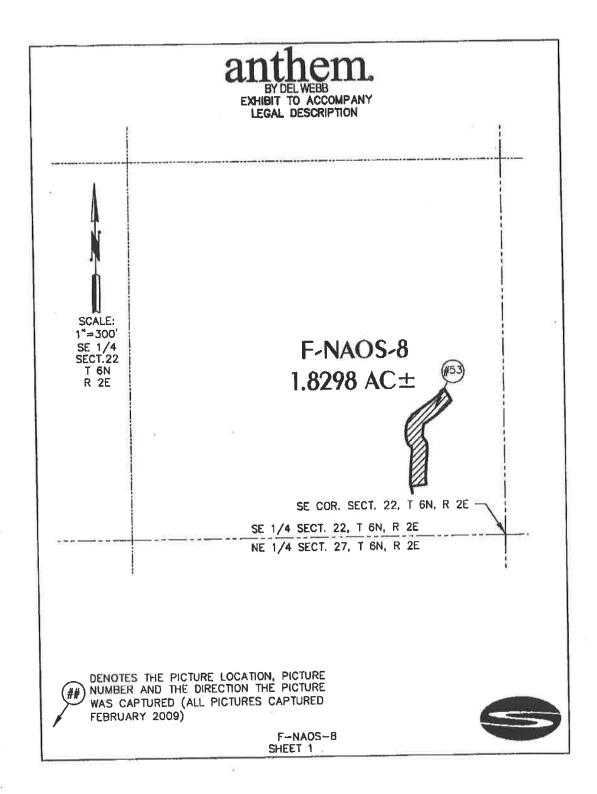
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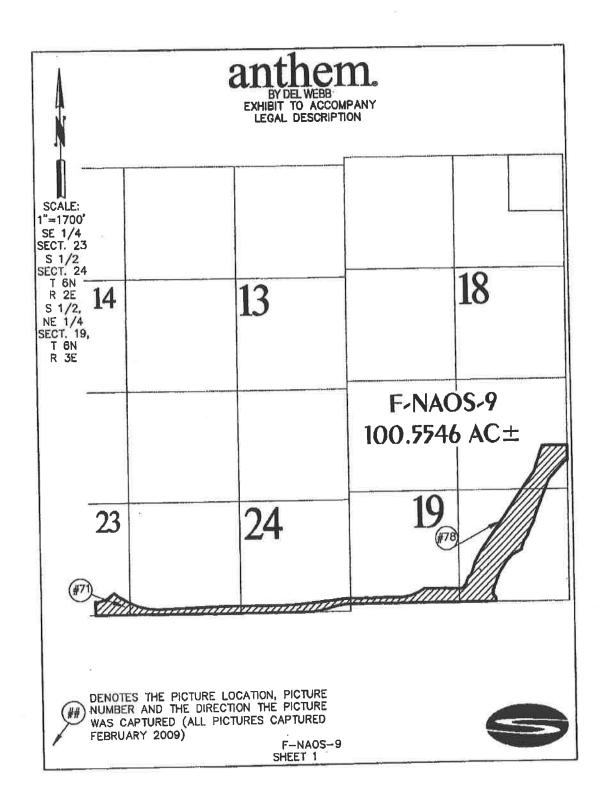


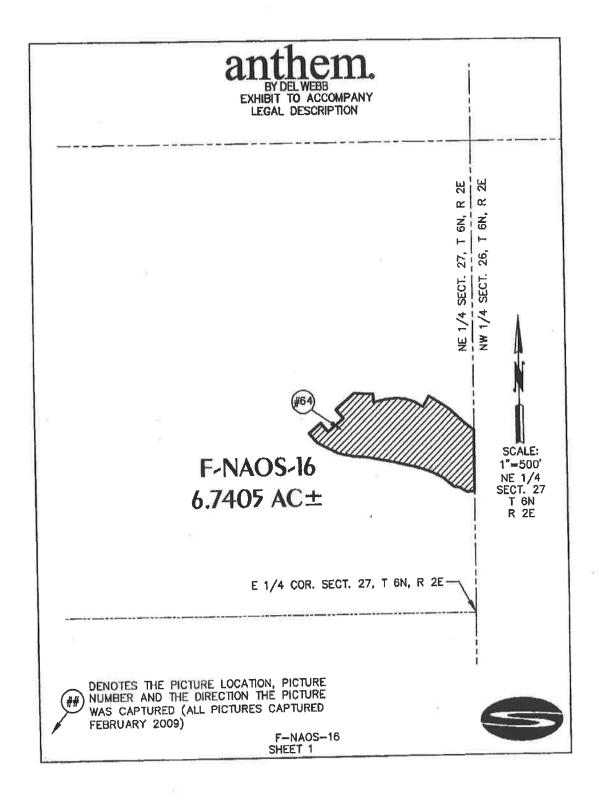
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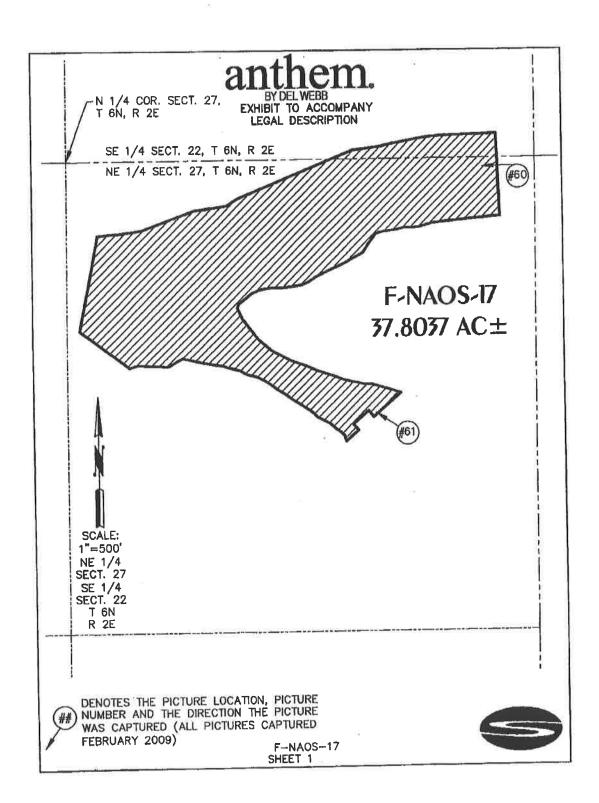


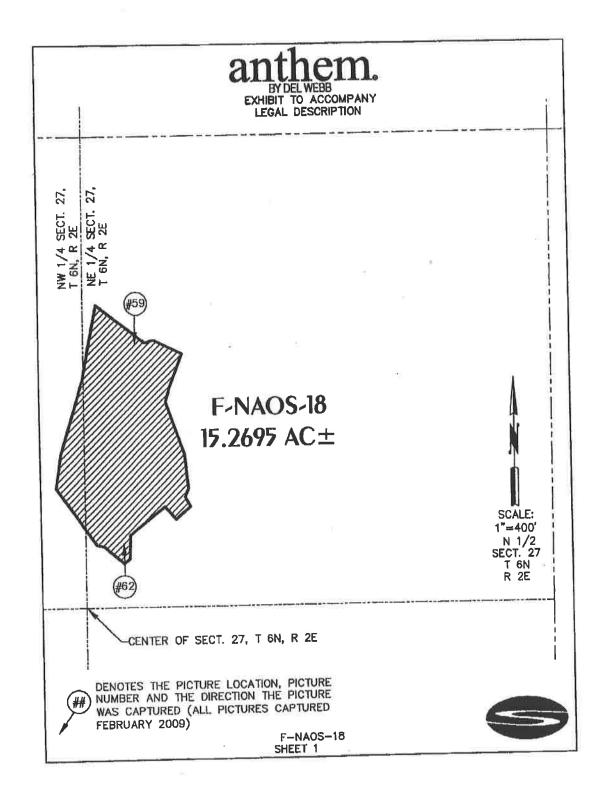


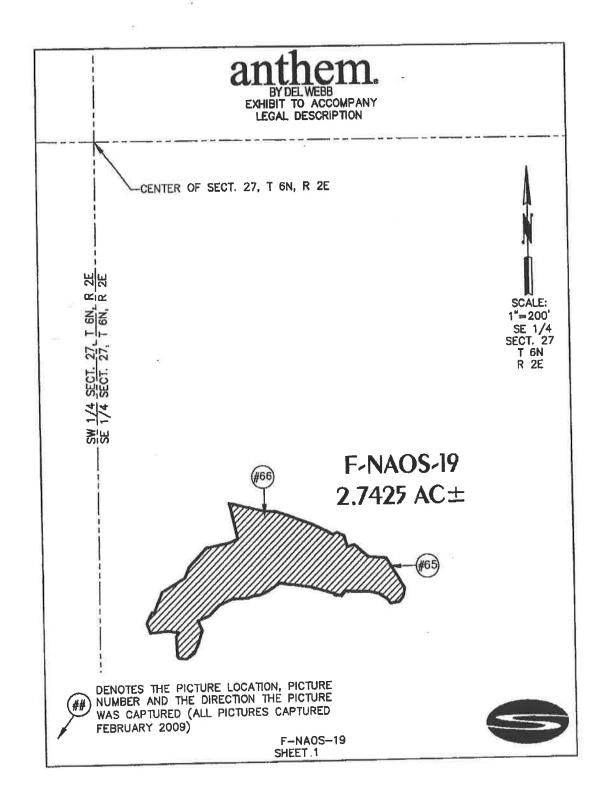
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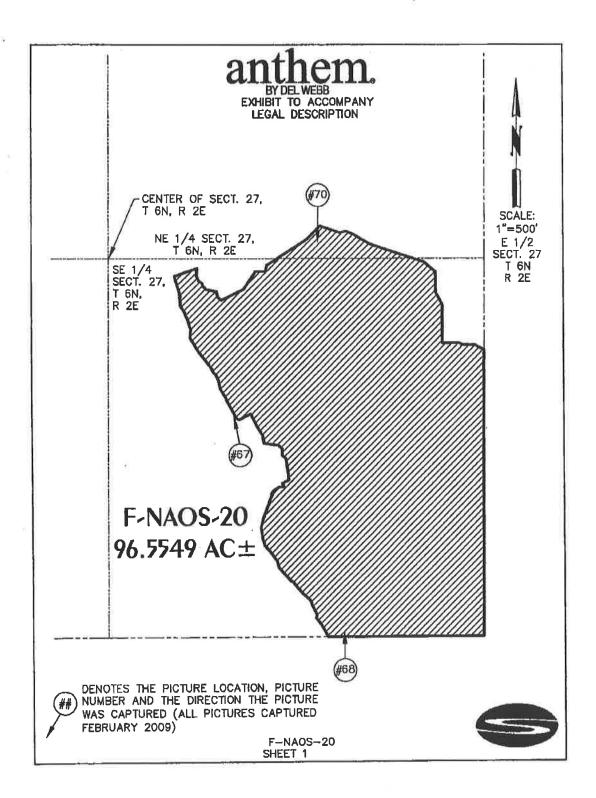


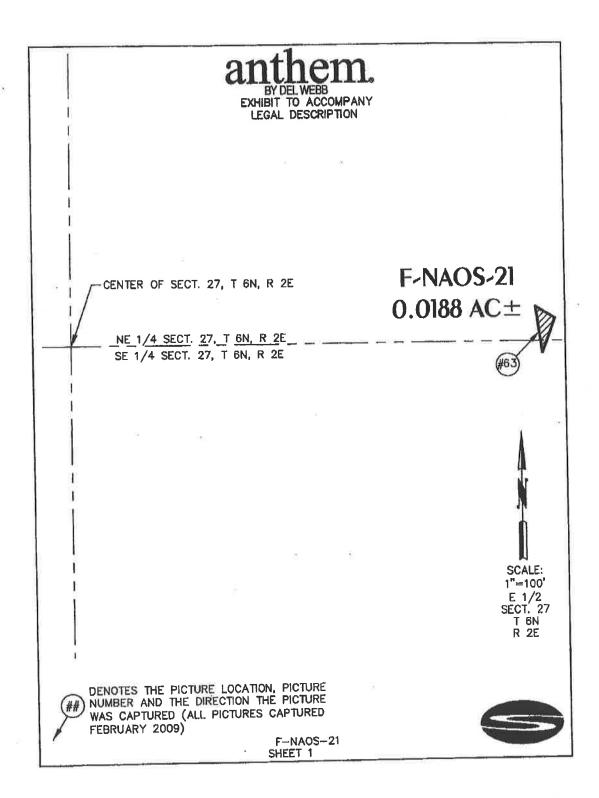


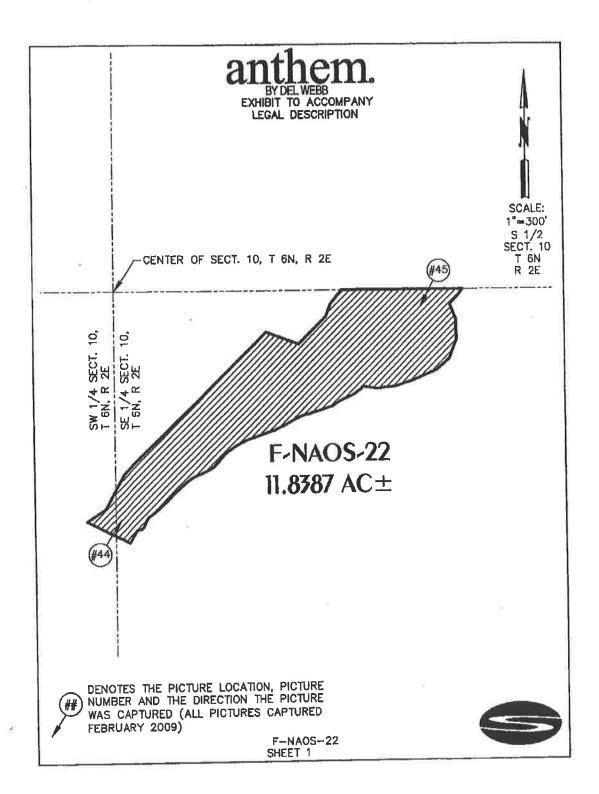


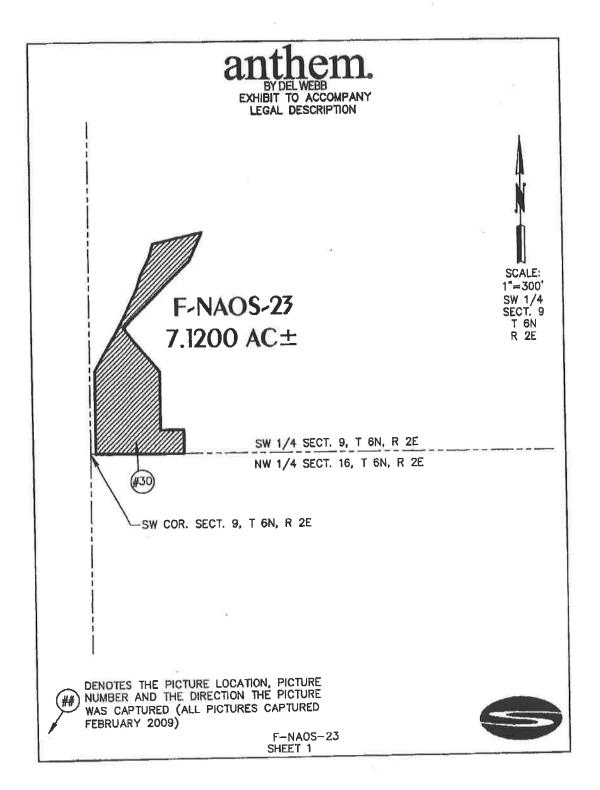




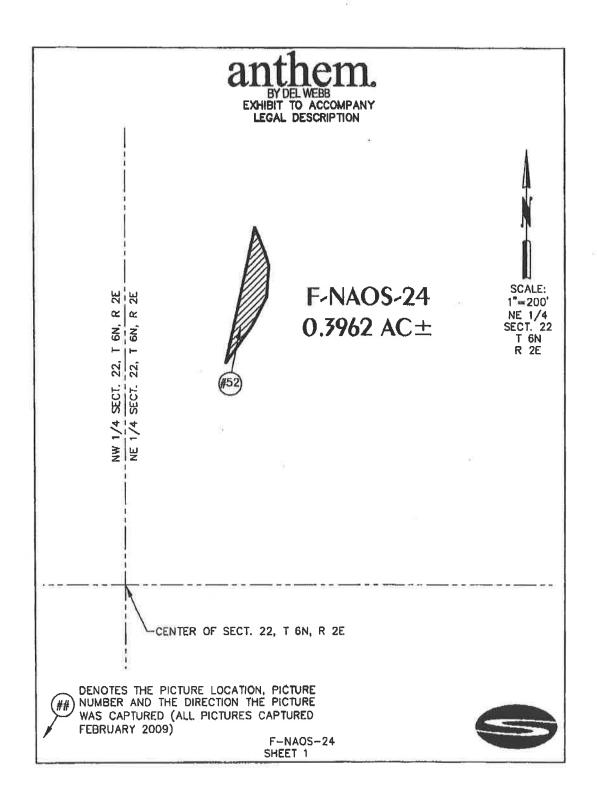




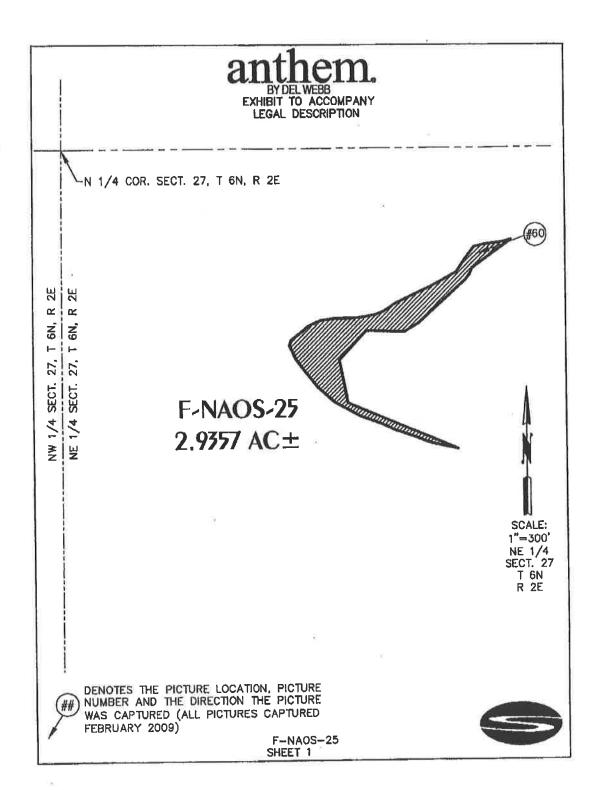


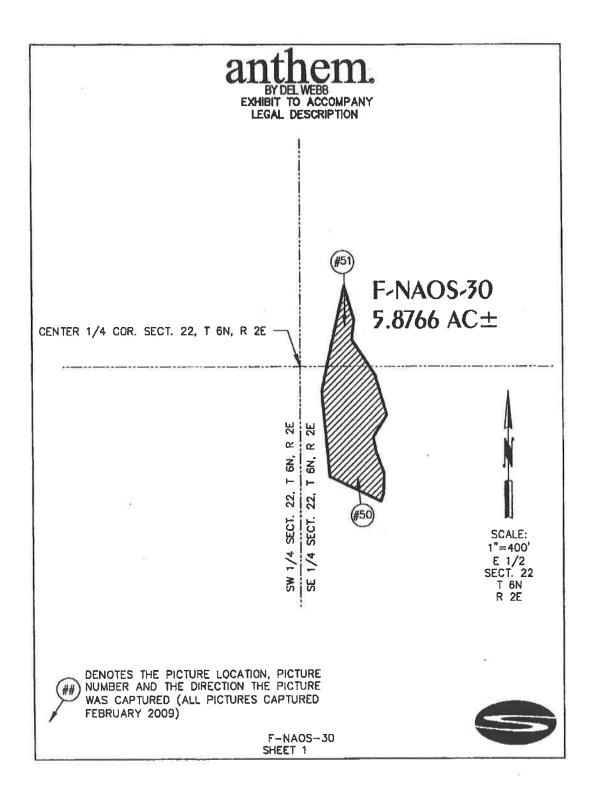


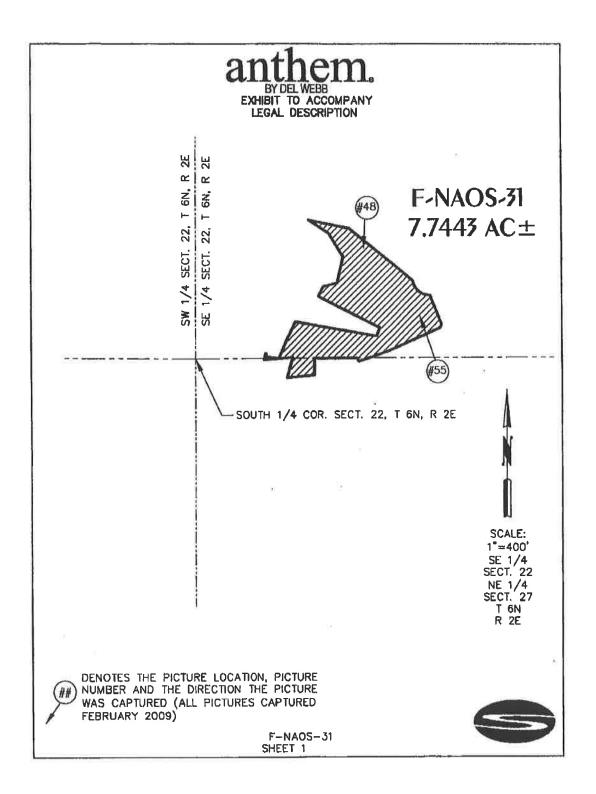
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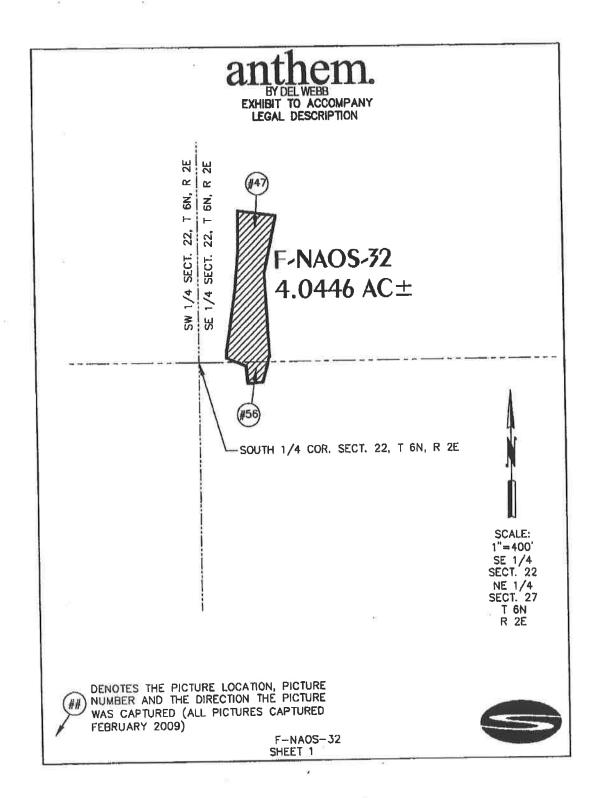
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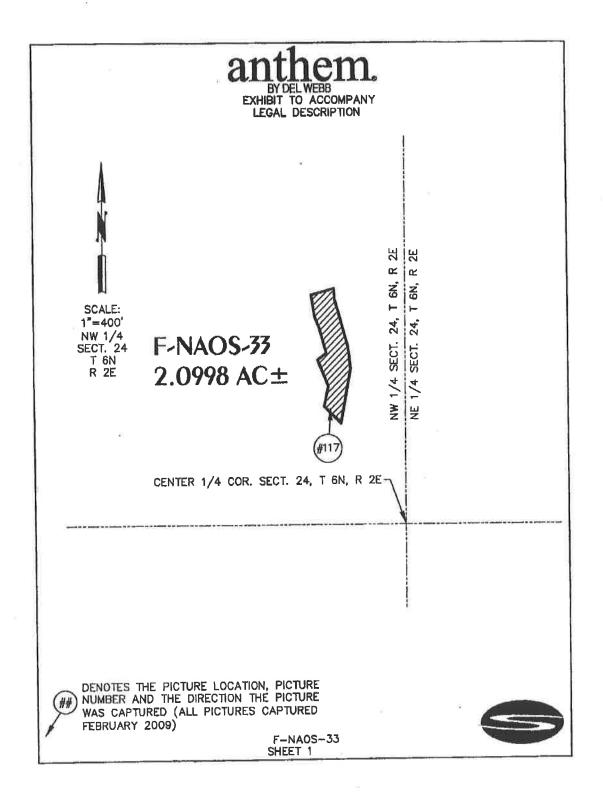






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