

Please return recorded  
instrument to:

The Foothills Property  
Owners' Association  
P.O. Box 12602  
Prescott, AZ 86304-2602

|     |      |
|-----|------|
| BK  | FEES |
| MAP | \$4  |
| PCL | \$5  |

3293146 BK 3783 PG 907  
Yavapai County  
Patsy Jenney-Colon, Recorder  
09/29/2000 04:58P PAGE 1 OF 14  
FIRST AMERICAN TITLE INS CO  
RECORDING FEE 14.00  
SURCHARGE 4.00  
POSTAGE 1.00

#### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 30th day of August, 2000, between FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee Title Holder"), CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Chamberlain"), THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation ("Association"), and DREW F. STODDARD and SUSAN J. STODDARD, husband and wife (collectively, the "Grantee").

WHEREAS, Fee Title Holder, as Trustee under a Trust for the benefit of Chamberlain, owns that certain real property described on Exhibit "A" attached hereto (the "Easement Parcel"), which property is located within a subdivision known as "The Foothills", and

WHEREAS, Grantee desires to acquire from Fee Title Holder a non-exclusive easement over the Easement Parcel for the purposes hereinafter set forth, and Fee Title Holder desires to grant said easement to Grantee;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in mutual consideration of the covenants set forth herein, the parties covenant and agree for themselves, their heirs, successors and assigns, as follows:

1. Grant of Easement. Fee Title Holder hereby grants to Grantee and Grantee's tenants, licensees, invitees, employees, contractors, representatives, successors and assigns, a perpetual non-exclusive easement over, across and upon that certain real property described on Exhibit "A" attached hereto (the "Easement Parcel"), for ingress, egress and public utilities to and from the property described on Exhibit "B" attached hereto (the "Stoddard Property"). There is excepted and reserved unto Fee Title Holder from the easement hereby granted (i) all rights to utilize the

2000-113056-1

LOT 40 AGREEMENT

Easement Parcel for any and all purposes not inconsistent with Grantee's rights hereunder, and (ii) all rights of Fee Title Holder to grant at its sole discretion and at any time any and all additional easements to any other person across the Easement Parcel provided that such additional easements do not interfere with Grantee's rights hereunder.

2. Development and Maintenance of Easement. Chamberlain shall be responsible, at its sole cost, for installing a paved roadway on the Easement Parcel. It is Chamberlain's intent that the Easement Parcel and the roadway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the Easement Parcel for such purposes. The Association agrees to maintain and insure the Easement Parcel and the roadway thereon in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the Records of the Yavapai County Recorder, Yavapai County, Arizona, and in any amendments to said Declaration. Grantee (or the subsequent owners of the Stoddard Property) shall pay to the Association an amount equal to the annual assessment against lot owners in The Foothills for Grantee's share of the costs of maintaining the Easement Parcel. If Grantee fails to make such payment when due and such failure continues for more than fifteen (15) days after written demand therefor, Fee Title Holder or Chamberlain may suspend the easement until the Association has received the delinquent payment, together with interest thereon from the due date until paid at the rate of eighteen percent (18%) per annum. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and the roadway thereon, and so long as this easement remains in effect, the Association may not be relieved of such responsibility without Grantee's express written consent.

3. Indemnification. Except for their negligent acts, neither Fee Title Holder nor Chamberlain shall be liable for, and Grantee shall indemnify them from and against, any loss, damage or injury (including death) of any kind or nature to any person or property arising from any use by Grantee or any of Grantee's agents, employees, licensees, invitees or contractors of the easement hereby granted.

4. Covenants Running with Land. The easement hereby granted shall be perpetual, and the agreements herein contained shall be covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their

respective heirs, successors and assigns, including without limitation all subsequent owners of the Easement Parcel and the Stoddard Property and all persons claiming under them.

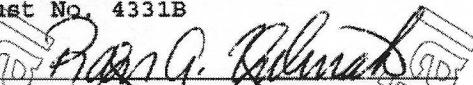
5. Enforcement. The easements, restrictions and covenants herein contained may be enforced by any party to this Agreement or their successors or assigns, and any violation thereof may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

6. Attorneys' Fees; Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

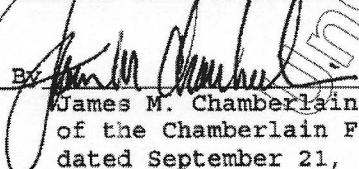
FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE AGENCY  
OF YAVAPAI, INC., as Trustee under  
Trust No. 4331B

By   
Name: Roger A. Yedinak  
Title: Trust Officer

CHAMBERLAIN:

CHAMBERLAIN DEVELOPMENT, L.L.C., an  
Arizona limited liability company

By   
James M. Chamberlain, as Trustee  
of the Chamberlain Family Trust  
dated September 21, 1979, Member

[signatures continued on the next page]

By Patsy L. Chamberlain  
Patsy L. Chamberlain, as Trustee  
of the Chamberlain Family Trust  
dated September 21, 1979, Member

By SUN STATE BUILDERS, an Arizona  
corporation, Member

By Ed Forst  
Ed Forst, President

ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'  
ASSOCIATION, INC., an Arizona non-  
profit corporation

By Tim Chamberlain  
Name: Tim Chamberlain  
Title: President

GRANTEE:

Drew F. Stoddard

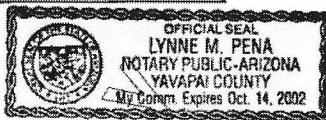
Susan J. Stoddard

STATE OF ARIZONA )  
County of Yavapai ) ss.

On this 30th day of August, 2000, before me,  
the undersigned Notary Public, personally appeared Roger A. Yedinak,  
known to me (or satisfactorily proven) to  
be the person whose name is above subscribed, who acknowledged to  
me that (s)he is the Trust Officer of First American  
Title Insurance Agency of Yavapai, Inc., and that (s)he executed  
the foregoing instrument in such capacity on behalf of said  
company, being so authorized to do, acting in its capacity as  
Trustee under Trust No. 4331B.

Lynne M. Pena  
Notary Public

My Commission Expires:



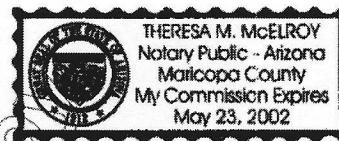
STATE OF ARIZONA )  
) ss.  
County of Maricopa)

On this 20<sup>th</sup> day of September, 2000, before me,  
the undersigned Notary Public personally appeared James M.  
Chamberlain, known to me (or satisfactorily proven) to be the  
person whose name is above subscribed, who acknowledged to me that  
he is a Trustee of the Chamberlain Family Trust dated September 21,  
1979, and that he, being so authorized to do, executed the  
foregoing instrument in such capacity on behalf of said Trust,  
acting on behalf of and in its capacity as a Member of Chamberlain  
Development, L.L.C., an Arizona limited liability company.

Theresa M. McElroy  
Notary Public

My Commission Expires:

May 23, 2002



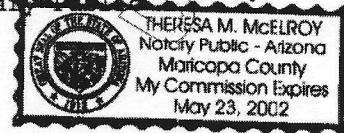
STATE OF ARIZONA )  
) ss.  
County of Maricopa)

On this 20<sup>th</sup> day of September, 2000, before me,  
the undersigned Notary Public personally appeared Patsy L.  
Chamberlain, known to me (or satisfactorily proven) to be the  
person whose name is above subscribed, who acknowledged to me that  
she is a Trustee of the Chamberlain Family Trust dated September  
21, 1979, and that she, being so authorized to do, executed the  
foregoing instrument in such capacity on behalf of said Trust,  
acting on behalf of and in its capacity as a Member of Chamberlain  
Development, L.L.C., an Arizona limited liability company.

Theresa M. McElroy  
Notary Public

My Commission Expires:

May 23, 2002



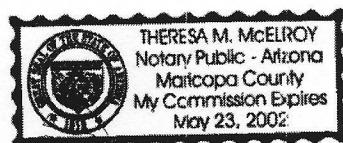
STATE OF ARIZONA )  
) ss.  
County of Maricopa)

On this 20<sup>th</sup> day of September, 2000, before me,  
the undersigned Notary Public, personally appeared Ed Forst, known  
to me (or satisfactorily proven) to be the person whose name is  
above subscribed, who acknowledged to me that he is the President  
of Sun State Builders, an Arizona corporation, and that he, being  
so authorized to do, executed the foregoing instrument in such  
capacity on behalf of said corporation, acting on behalf of and in  
its capacity as a Member of Chamberlain Development, L.L.C., an  
Arizona limited liability company.

Theresa M. McElroy  
Notary Public

My Commission Expires:

May 23, 2002



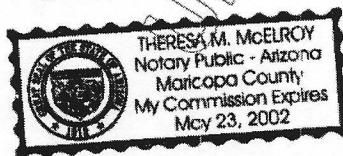
STATE OF ARIZONA )  
) ss.  
County of Maricopa)

On this 20<sup>th</sup> day of September, 2000, before me,  
the undersigned Notary Public, personally appeared Jim  
Chamberlain, known to me (or satisfactorily proven) to  
be the person whose name is above subscribed, who acknowledged to  
me that (s)he is the President of The Foothills  
Property Owners' Association, Inc., an Arizona non-profit corpora-  
tion, and that (s)he executed the foregoing instrument in such  
capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy  
Notary Public

My Commission Expires:

May 23, 2002



STATE OF ARIZONA  
County of Maricopa) ss.

On this 29<sup>th</sup> day of September, 2000, before me, the undersigned Notary Public, personally appeared Drew F. Stoddard and Susan J. Stoddard, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me they executed the foregoing instrument.

Shelley Sullivan  
Notary Public

My Commission Expires:



**Exhibit "A"  
to  
Easement Agreement**

**LEGAL DESCRIPTION OF  
EASEMENT PARCEL**

[To Be Attached]



**M • HAYWOOD • ASSOCIATES • INC.**

LAND SURVEYING • G.P.S. • LAND PLANNING

EXHIBIT "A"

**EASEMENT DESCRIPTION  
LOTS 39, 40, 41 & 42**



A non-exclusive easement for ingress, egress, underground utilities, and emergency access over Lots 39, 40, 41 and 42, mutually and reciprocally in favor of same, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the north common corner of said Lots 39 and 40 on the south right-of-way of City Lights;

Thence, South  $13^{\circ}55'51''$  East, 101.94 feet to the most easterly corner of said Lot 39;

Thence, South  $14^{\circ}03'06''$  East, 28.41 feet;

Thence, South  $19^{\circ}32'44''$  East, 69.72 feet;

Thence, South  $07^{\circ}39'59''$  East, 106.74 feet;

Thence, South  $01^{\circ}16'55''$  East, 40.00 feet to the most southerly corner common to said Lots 40 and 41;

Thence, North  $88^{\circ}43'05''$  East, 100.00 feet to a point on the south line of said Lot 41;

Thence, North  $61^{\circ}32'13''$  West, 80.62 feet;

Thence, North  $10^{\circ}09'42''$  West, 113.37 feet to the southwest corner of said Lot 42;

Thence, North  $19^{\circ}32'44''$  West, 71.12 feet to an angle point in the west line of said Lot 42;

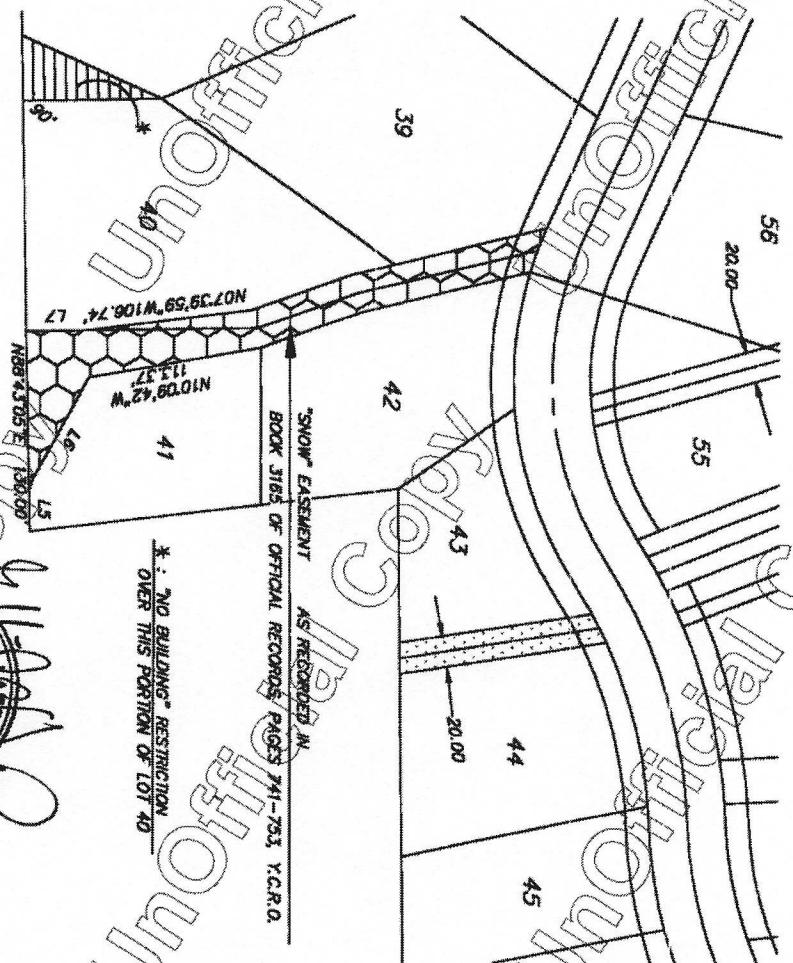
Thence, North  $13^{\circ}55'51''$  West, 111.42 feet to a point on the said south right-of-way of City Lights, being a point on a non-tangent curve concave to the right with a radius of 240.00 feet whose center bears North  $16^{\circ}49'23''$  East;

Thence, Northwesterly along said curve and right-of-way a length of 30.31 feet to the **TRUE POINT OF BEGINNING**.

94-060  
11-30-99

115 E. GOODWIN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101  
FAX (520) 778-9321 • Email: [rma@futureone.com](mailto:rma@futureone.com)

## EXHIBIT "A"



|                                |               |
|--------------------------------|---------------|
| M. HAYWOOD & ASSOCIATES, INC.  |               |
| SURVEYING-ENGINEERING-PLANNING |               |
| 115 E. GOODWIN STREET          |               |
| PREScott, AZ. 85303            |               |
| (520) 778-5101                 |               |
| JOB NO: 94-080                 | DRAWN: GMH    |
| CREW:                          | DATE: 8-18-00 |
| CLIENT: SANTA FE               | CHECKED: GMH  |
| SCALE: N.T.S.                  | DATE: 8-18-00 |



**M • HAYWOOD • ASSOCIATES • INC**  
LAND SURVEYING • G.P.S. • LAND PLANNING

EXHIBIT "A"

**EASEMENT DESCRIPTION  
LOTS 40, 41 & 42**

An easement for ingress, egress, underground utilities, and emergency access over Lots 40, 41 and 42, in favor of same, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing at the north common corner of said Lots 40 and 41 on the south right-of-way of City Lights;

Thence, South  $13^{\circ}55'51''$  East, 96.50 feet to a point on the line common to said Lots 40 and 41 and the **TRUE POINT OF BEGINNING**;

Thence, South  $48^{\circ}58'45''$  East, 21.77 feet;

Thence, South  $41^{\circ}45'26''$  East, 96.17 feet to a point on the south line of said Lot 42;

Thence, South  $56^{\circ}21'12''$  East, 27.27 feet;

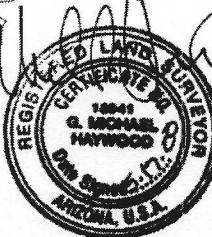
Thence, North  $41^{\circ}45'26''$  West, 60.58 feet;

Thence, South  $70^{\circ}27'16''$  West, 33.33 feet;

Thence, North  $55^{\circ}01'41''$  West, 27.00 feet;

Thence, North  $38^{\circ}58'19''$  East, 63.00 feet to the **TRUE POINT OF BEGINNING**.

94-060  
11-16-99



115 E. GOODWIN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101  
FAX (520) 778-9321 • Email: [mha@futureone.com](mailto:mha@futureone.com)

EXHIBIT "A"



EXHIBIT TO ACCOMPANY  
EASEMENT DESCRIPTION  
LOT 40, 41 & 42

|  |                |
|--|----------------|
| M • HAYWOOD • ASSOCIATES • INC                                 |                |
| SURVEYING • ENGINEERING • PLANNING                             |                |
| 115 E. GOODWIN STREET<br>PRESCOTT, AZ. 86303<br>(602) 778-5101 |                |
| JOB NO: 94-060   | DRAWN: GMH     |
| CREW: CALC.  | DATE: 11-15-99 |
| CLIENT: MYERS  | CHECKED: GMH   |
| SCALE: 1" = 20'  | DATE: 11-18-99 |

Exhibit "B"  
to  
Easement Agreement

LEGAL DESCRIPTION OF  
STODDARD PROPERTY

Parcel No. 1:

All that portion of the Northwest quarter of the Northeast quarter of Section 10, Township 13 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Northeast corner of SKY TERRACE SUBDIVISION, as recorded in Book 9 of Maps, Page 26, on file in the Yavapai County Recorder's Office;

Thence North  $88^{\circ}43'45''$  East, 408.83 feet to the TRUE POINT OF BEGINNING;

Thence North  $01^{\circ}17'15''$  West, 208.71 feet;

Thence North  $88^{\circ}43'45''$  East, 208.71 feet;

Thence South  $01^{\circ}17'15''$  East, 208.71 feet;

Thence South  $88^{\circ}43'45''$  West, 208.71 feet to the TRUE POINT OF BEGINNING

Parcel No. 2:

Lot 40, THE Foothills, according to the plat of record in the office of the County Recorder of Yavapai County, Arizona, recorded in Book 32 of Maps, Pages 94, 95 and 96 and amended in Book 34 of Maps, Pages 94, 95 and 96.

Please return recorded  
instrument to:

The Foothills Property Owner's  
Association, Inc.  
P.O. Box 12602  
Prescott, AZ 86304

3248335 BK 3746 PG 431  
Yavapai County  
Patry Jenney-Colon, Recorder  
04/11/2000 03:55P PAGE 1 DF 6  
FIRST AMERICAN TITLE INS CO  
RECORDING FEE 6.00  
SURCHARGE 4.00  
POSTAGE 1.00

### GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made this 8<sup>th</sup> day of March, 2000, by THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona nonprofit corporation (the "Association"), and FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., an Arizona corporation as Trustee under Trust No. 4331B (the "Trustee").

WHEREAS, Chamberlain Development, L.L.C., an Arizona limited liability company ("Declarant") is the developer of certain real property known as The Foothills, Phases 2 and 3 (the "Project"), as shown on an Amended Plat recorded in Book 34 Maps and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona; and

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for The Foothills executed by Declarant on March 14, 1996, and recorded on March 14, 1996, in Book 3171, Pages 494-597A, of the official records of Yavapai County, Arizona, as amended by a First Amendment thereto dated February 18, 1998, recorded on March 24, 1998, in Book 3557, at Page 498, and re-recorded on April 15, 1998, in Book 3563, at Page 189, and a Second Amendment thereto recorded concurrently herewith (the "Declaration"), Declarant has conveyed to the Association certain areas within the Project which are for the common use and enjoyment of the owners of the lots within the Project (the "Common Area"), has delegated to the Association the power to manage, maintain and administer the Common Area, and has authorized the Association to grant easements over the Common Area, including without limitation the easement herein granted; and

WHEREAS, the Association and Trustee desires to establish an easement for ingress, egress and public utilities over a portion of the Common Area and Lot 35 for the benefit of certain lots within the Project, all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, the Association and Trustee hereby grants an easement over a portion of the Common Area and Lot 35 as follows:

1. Grant of Easement. The Association and Trustee hereby grants for the benefit of Lots 36, 37, 38 and 39 of the Project a perpetual non-exclusive easement for the purposes of ingress, egress and public utilities (the "Easement") over that portion of the Common Area and Lot 35 which is described on Exhibit "A" attached hereto (the "Easement Parcels"). No walls,

| BK  | FEES |
|-----|------|
| 6   | \$6  |
| MAP | \$4  |
| PLS | \$5  |
| REC | \$1  |

Lot 36/37/38/39

Drive

fences or barriers of any kind shall be constructed or maintained on the Easement Parcels which would prevent or impair the use or exercise of the Easement granted herein.

2. Development and Maintenance. The owners of Lots 36, 37, 38 and 39 shall have no liability with respect to the Easement Parcels and shall have no obligation to develop or maintain the Easement Parcels. The Easement Parcels shall be developed by Declarant, in its sole discretion and at its expense, and shall be maintained and insured by the Association in the same manner as all other Common Area within the Project, in accordance with the standards established in the Declaration.

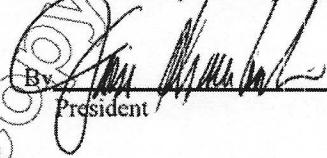
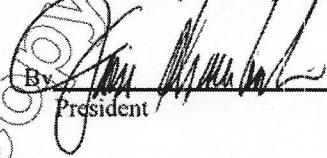
3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the Association and its successors and assigns, and all current and subsequent owners of the lots described herein.

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date set forth above.

FIRST AMERICAN TITLE INSURANCE  
AGENCY OF YAVAPAI, INC., as Trustee  
under Trust No. 4331B

  
ROGER A. YEDINAK, Trust Officer

THE FOOTHILLS PROPERTY  
OWNER'S ASSOCIATION, INC.,  
an Arizona nonprofit corporation

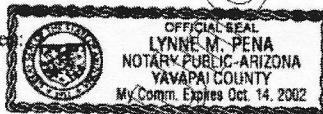
  
By:   
John M. Mullan  
President

STATE OF ARIZONA )  
County of Yavapai ) ss.

On March 28, 2000, before me, the undersigned Notary Public, personally appeared ROGER A. YEDENAK, 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 seal.

(My Commission Expires:



Notary Public

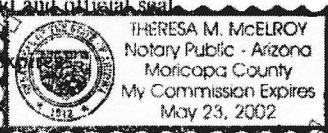
*Lynne M. Pena*

STATE OF ARIZONA )  
County of Yavapai ) ss.

On April 4, 2000, before me, the undersigned Notary Public, personally appeared Jim Chamberlain, 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 seal.

(My Commission Expires:



Notary Public

*Theresa M. McElroy*

STATE OF ARIZONA )  
County of ) ss.

On                   , before me, the undersigned Notary Public, 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 seal.

(My Commission Expires:

Notary Public



**M•HAYWOOD•ASSOCIATES•INC**  
LAND SURVEYING • G.P.S. • LAND PLANNING

EXHIBIT "A"

**EASEMENT DESCRIPTION  
LOTS 35, 36, 37, 38 AND 39, and TRACT "B"**

A non-exclusive easement for ingress, egress, underground utilities, and emergency access over a portion of Tract "B" and Lot 35, mutually and reciprocally in favor of said Lot 35 and Lots 36, 37, 38, and 39, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

**BEGINNING** at the most easterly corner of said Lot 35, being a point on the westerly right-of-way of City Lights in said subdivision, being a point on a non-tangent curve, concave to the left, with a radius of 170.00 feet, from whence the center thereof bears North 56°23'25" East;

Thence, Southerly along said right-of-way and curve, an arc length of 94.21 feet;

Thence, South 10°38'48" West, 46.69 feet;

Thence, South 01°44'23" West, 42.45 feet;

Thence, South 14°53'43" East, 80.19 feet to the southwest corner of said Lot 36;

Thence, South 63°03'25" East, 148.27 feet to the southeast corner of said Lot 36 and the southwest corner of said Lot 37;

Thence, South 75°58'22" East, 114.02 feet to the southeast corner of said Lot 37 and the southwest corner of said Lot 38;

Thence, South 73°28'24" East, 138.24 feet to the southeast corner of said Lot 38 and the most westerly corner of said Lot 39;

Thence, South 23°39'43" East, 32.73 feet to a point on the west line of said Lot 39;

Thence, North 73°28'24" West, 37.82 feet to the beginning of a tangent curve, concave to the left with a radius of 25.00 feet;

Thence, southerly along said curve, an arc length of 39.27 feet;

Lots 35-39 - Page 1 of 2

115 E. GOODWIN STREET • P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101  
FAX (520) 778-9321 • Email: [mha@futureone.com](mailto:mha@futureone.com)

Lots 35-39  
Page 2 of 2

Thence, South  $16^{\circ}31'36''$  West, 15.00 feet;

Thence, North  $73^{\circ}28'24''$  West, 30.00 feet;

Thence, North  $16^{\circ}31'36''$  East, 15.00 feet to the beginning of a tangent curve, concave to the left with a radius of 25.00 feet;

Thence, northerly along said curve, an arc length of 39.27 feet;

Thence, North  $73^{\circ}28'24''$  West, 40.99 feet;

Thence, North  $75^{\circ}58'22''$  West, 116.30 feet;

Thence, North  $63^{\circ}03'25''$  West, 166.18 feet;

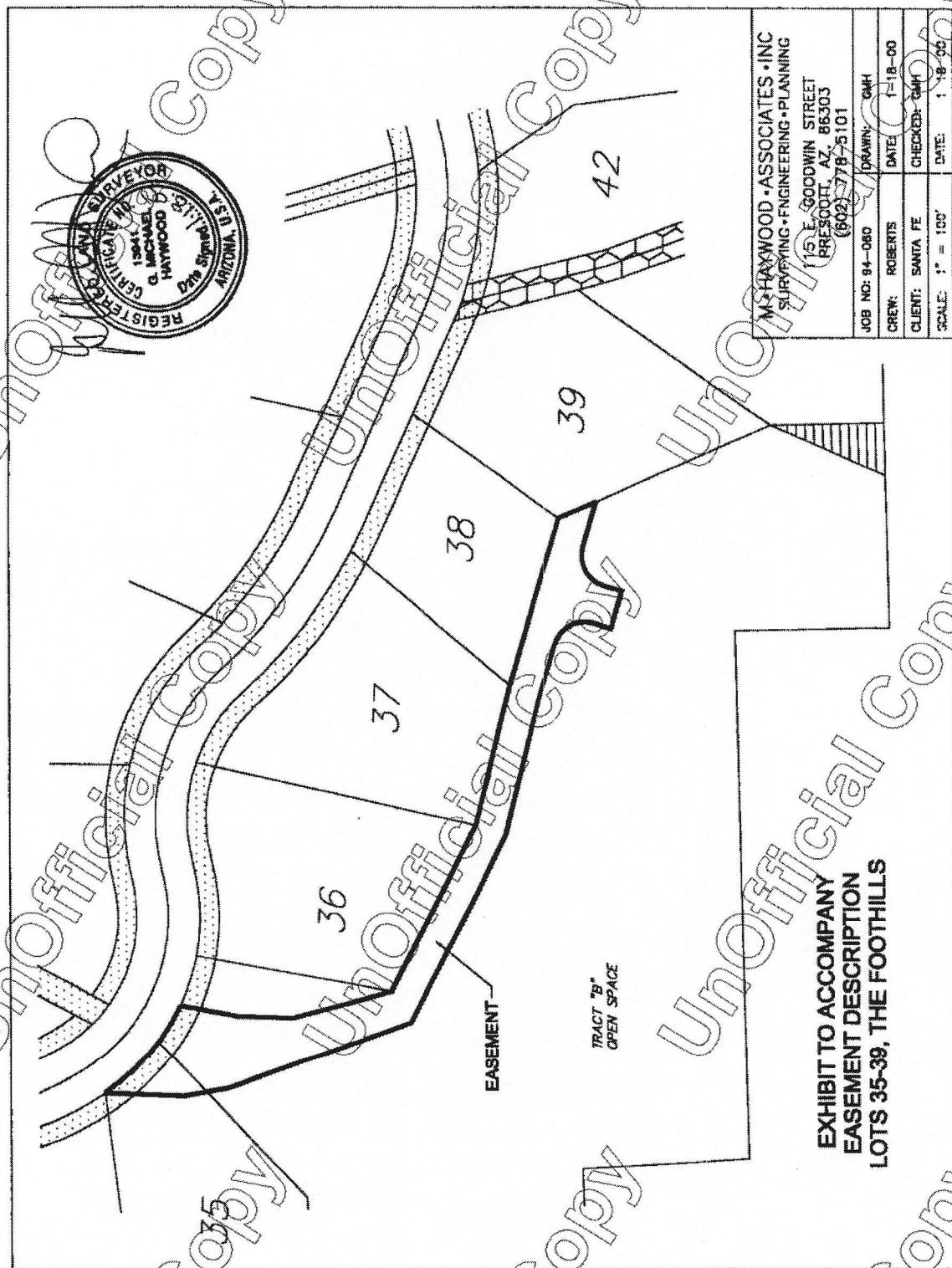
Thence, North  $20^{\circ}15'52''$  West, 151.99 feet;

Thence, North  $09^{\circ}39'25''$  West, 36.78 feet;

Thence, North  $01^{\circ}58'32''$  East, 62.88 feet to the **POINT OF BEGINNING**.

Revised  
March 28, 2000  
94-060

RECORDERS MEMO: LEGIBILITY  
QUESTIONABLE FOR GOOD REPRODUCTION



UnOfficial Copy

UnOfficial Copy

UnOfficial Copy

3221923 BK 3724 PG 764  
Yavapai County  
Patsy Jenney-Colon, Recorder  
01/13/2000 11:24A PAGE 1  
FIRST AMERICAN TITLE INS CO  
RECORDING FEE 7.00  
SURCHARGE 4.00  
POSTAGE 1.00

Please return recorded  
instrument to:

The Foothills Property  
Owners' Association  
P. O. Box 12602  
Prescott, AZ 86304

### DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made this 22<sup>nd</sup> day of December, 1999, by CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant"), and FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee Title Holder"). THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation (the "Association") joins in this Declaration for the purposes hereinafter specified.

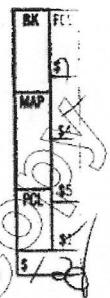
WHEREAS, Declarant is the developer of certain real property known as The Foothills, Phases 2 and 3, as shown on an Amended Plat recorded in Book 34 of Maps and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona (the "Property"); and

WHEREAS, Fee Title Holder is the owner of the Property under a trust for the benefit of Declarant; and

WHEREAS, Declarant desires to establish an easement for ingress, egress and public utilities over a portion of a lot in the Property for the benefit of certain other lots, all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, Declarant declares that the lots hereinafter described shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions and restrictions:

1. Grant of Easement. Declarant hereby grants for the benefit of Lots 39, 40, 41 and 42 of the Property a perpetual non-exclusive easement for purposes of ingress, egress and public utilities (the "Easement") over that portion of Lots 40, 41 and 42 of the property which is described on Exhibit "A" attached hereto (the "Easement Parcel"). No walls, fences or barriers of any kind shall be constructed or maintained on the Easement Parcel which would prevent or impair the use or exercise of the Easement granted herein.



Lot 39/40/41/42 Drive E

2. Maintenance. Declarant has or will install a paved driveway on the Easement Parcel for use by the owners of Lots 39, 40, 41 and 42 and their invitees. It is Declarant's intent that the Easement Parcel and the driveway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the easement Parcel for such purposes. By execution of this Declaration, the Association accepts responsibility for maintaining and insuring the Easement Parcel and the driveway in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the records of the Yavapai County Recorded, Yavapai County, Arizona. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and driveway, and the Association may not be relieved of such responsibility without the express written consent of the owners of Lots 39, 40, 41 and 42.

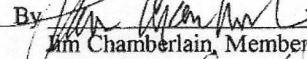
3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, Declarant and its successors and assigns, including without limitation all subsequent owners of the lots described herein.

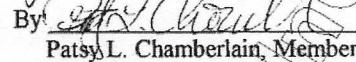
4. Attorneys' Fees; Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Declaration, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment shall pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first set forth above.

DECLARANT:

CHAMBERLAIN DEVELOPMENT,  
L.L.C., an Arizona limited liability company

By   
Jim Chamberlain, Member

By   
Patsy L. Chamberlain, Member

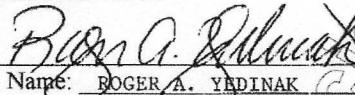
By: SUN STATE BUILDERS, an  
Arizona corporation, Member

By   
Ed Forst, President

FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE  
AGENCY OF YAVAPAI, INC., as Trustee  
under Trust No. 4331B

By

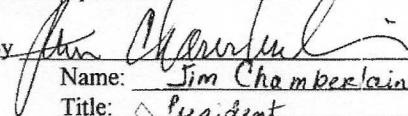
  
Name: ROGER A. YADINAK

Title: Trust Officer

ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'  
ASSOCIATION, INC. an Arizona non-  
profit corporation

By

  
Name: Jim Chamberlain

Title: President

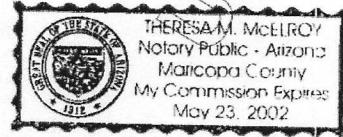
STATE OF ARIZONA )  
) SS.  
County of Marcopa )

On this 22<sup>nd</sup> day of December, 1999, before me, the undersigned Notary Public, personally appeared Jim Chamberlain and Patsy L. Chamberlain, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me that they are the Members of Chamberlain Development, L.L.C., an Arizona limited liability company, and that they executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Theresa M. McElroy  
Notary Public

My Commission Expires:

May 23, 2002



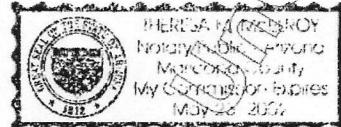
STATE OF ARIZONA )  
) SS.  
County of Marcopa )

On this 22<sup>nd</sup> day of December, 1999, before me, the undersigned Notary Public, personally appeared Ed Forst, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that he is the President of Sun State Builders, an Arizona corporation, and that he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do, acting on behalf of and in its capacity as a Member of Chamberlain Development, L.L.C., an Arizona limited liability company.

Theresa M. McElroy  
Notary Public

My Commission Expires:

May 23, 2002



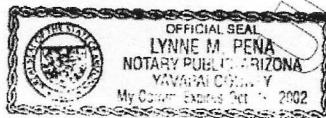
STATE OF ARIZONA )  
Yavapai ) SS.  
County of Maricopa )

On this 13th day of January 2000, before me, the undersigned Notary Public, personally appeared ROGER A. YEDINAK known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do acting in its capacity as Trustee under Trust 4331B.

Lynne M. Pena  
Notary Public

My Commission Expires:

October 14, 2002



STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 22nd day of December, 1999, before me, the undersigned Notary Public, personally appeared Jim Chamberlain known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the President of The Foothills Property Owners' Association, Inc., an Arizona non-profit corporation, and that (s)he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy  
Notary Public

My Commission Expires:

May 23, 2002





**M • HAYWOOD • ASSOCIATES • INC**  
LAND SURVEYING • G.P.S. • LAND PLANNING

**EASEMENT DESCRIPTION  
LOTS 40, 41 & 42**

An easement for ingress, egress, underground utilities, and emergency access over Lots 40, 41 and 42, in favor of same, THE FOOTHILLS, per the Amended Plat of The Foothills Phases 2 and 3, as recorded in Book 34, Pages 94, 95 and 96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing at the north common corner of said Lots 40 and 41 on the south right-of-way of City Lights;

Thence, South  $13^{\circ}55'51''$  East, 96.50 feet to a point on the line common to said Lots 40 and 41 and the **TRUE POINT OF BEGINNING**;

Thence, South  $48^{\circ}58'45''$  East, 21.77 feet;

Thence, South  $41^{\circ}45'26''$  East, 96.17 feet to a point on the south line of said Lot 42;

Thence, South  $56^{\circ}21'12''$  East, 27.27 feet;

Thence, North  $41^{\circ}45'26''$  West, 60.58 feet;

Thence, South  $70^{\circ}27'16''$  West, 33.33 feet;

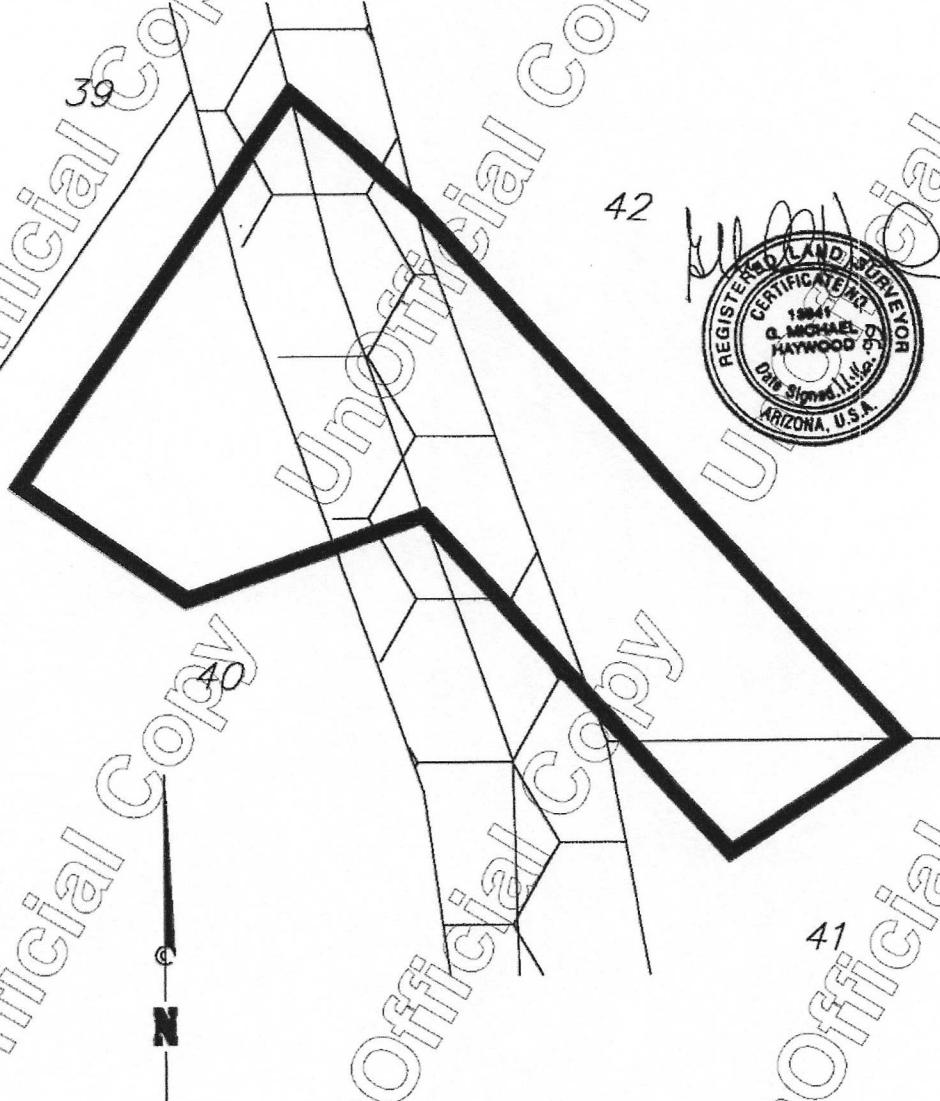
Thence, North  $55^{\circ}01'41''$  West, 27.00 feet;

Thence, North  $38^{\circ}58'19''$  East, 63.00 feet to the **TRUE POINT OF BEGINNING**.

94-060  
11-16-99



115 E. GOODWIN STREET • PRESCOTT, AZ 86303 • (520) 778-5101  
Member of the Aspenwood Consulting Group, LLC.

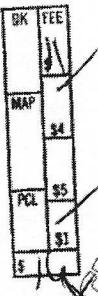


**EXHIBIT TO ACCOMPANY  
EASEMENT DESCRIPTION  
LOT 40, 41 & 42**

|  |                |
|--|----------------|
| M • HAYWOOD • ASSOCIATES • INC<br>SURVEYING • ENGINEERING • PLANNING |                |
| 115 E. GOODWIN STREET<br>PRESCOTT, AZ. 86303<br>(602) 778-5101       |                |
| JOB NO: 94-060   | DRAWN: GMH     |
| CREW: CALC.  | DATE: 11-15-99 |
| CLIENT: MYERS  | CHECKED: GMH   |
| SCALE: 1" = 20'  | DATE: 11-16-99 |

Please return recorded  
instrument to:

The Foothills Property  
Owners' Association  
P. O. Box 12602  
Prescott, AZ 86304



3023988 BK 3557 PG 503  
Yavapai County  
Patsy Jenney-Colon, Recorder  
03/24/1998 11:14A PAGE 1 OF 11  
FIRST AMERICAN TITLE INSURANCE CO.  
RECORDING FEE 11.00  
SURCHARGE 4.00  
POSTAGE 1.00

### DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made this 18<sup>th</sup> day of February, 1998, by CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant"), and FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee Title Holder"). THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation (the "Association") joins in this Declaration for the purposes hereinafter specified.

WHEREAS, Declarant is the developer of certain real property known as The Foothills, Phases 2 and 3, as shown on an Amended Plat recorded in Book 34 of Maps and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona (the "Property"); and

WHEREAS, Fee Title Holder is the owner of the Property under a trust for the benefit of Declarant; and

WHEREAS, Declarant desires to establish an easement for ingress, egress and public utilities over a portion of a lot in the Property for the benefit of certain other lots, all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, Declarant declares that the lots hereinafter described shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions and restrictions.

1. **Grant of Easement.** Declarant hereby grants for the benefit of Lots 78, 81 and 83 of the Property a perpetual non-exclusive easement for purposes of ingress, egress and public utilities (the "Easement") over that portion of Lot 82 of the Property which is described on Exhibit "A" attached hereto (the "Easement Parcel"). No walls, fences or barriers of any kind shall be constructed or maintained on the Easement Parcel which would prevent or impair the use or exercise of the Easement granted herein.

LOT 78/81/83

Drive G

2. Maintenance. Declarant has or will install a paved driveway on the Easement Parcel for use by the owners of Lots 78, 81, 82 and 83 and their invitees. It is Declarant's intent that the Easement Parcel and the driveway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the easement Parcel for such purposes. By execution of this Declaration, the Association accepts responsibility for maintaining and insuring the Easement Parcel and the driveway in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the records of the Yavapai County Recorded, Yavapai County, Arizona. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and driveway, and the Association may not be relieved of such responsibility without the express written consent of the owners of Lots 78, 81, 82 and 83.

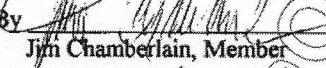
3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, Declarant and its successors and assigns, including without limitation all subsequent owners of the lots described herein.

4. Attorneys' Fees; Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Declaration, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment shall pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first set forth above.

DECLARANT:

CHAMBERLAIN DEVELOPMENT  
L.L.C., an Arizona limited liability company

By   
Jim Chamberlain, Member

By   
Patsy L. Chamberlain, Member

FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE  
AGENCY OF YAVAPAI, INC., as Trustee  
under Trust No. 4331B

By

Name: ROGER A. VEDINAK  
Title: TRUST OFFICER

ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'  
ASSOCIATION, INC. an Arizona non-  
profit corporation

By

Name: Jim Chamberlain  
Title: President

LIEN HOLDER:

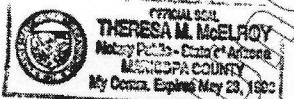
RATIFIED AND APPROVED  
NATIONAL BANK OF ARIZONA

By

Name: Sandy Murphy  
Title: Sr. Vice President

STATE OF ARIZONA )  
County of Mesa ) SS.

On this 18 day of February, 1998, before me, the undersigned Notary Public, personally appeared Jim Chamberlain and Patsy Chamberlain, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me that they are the Members of Chamberlain Development, L.L.C., an Arizona limited liability company, and that they executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.



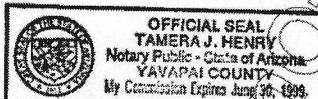
My Commission Expires:

May 23, 1998

*Theresa M. McElroy*  
Notary Public

STATE OF ARIZONA )  
County of Yavapai ) SS.

On this 23rd day of March, 1998, before me, the undersigned Notary Public, personally appeared ROGER A. YEDINAK, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do, acting in its capacity as Trustee under Trust 4331B.



My Commission Expires:

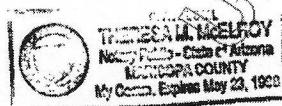
6-30-99

*Tamara J. Henry*  
Notary Public

STATE OF ARIZONA )  
County of Maricopa ) ss.

On this 19<sup>th</sup> day of March, 1998, before me, the undersigned Notary Public, personally appeared Jan Chamberlain, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the President of The Foothills Property Owners' Association, Inc., an Arizona non-profit corporation, and that (s)he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy  
Notary Public



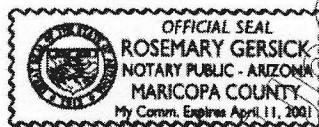
My Commission Expires:

May 23, 1998

STATE OF ARIZONA )  
County of Maricopa ) ss.

On this 24<sup>th</sup> day of February, 1998, before me, the undersigned Notary Public, personally appeared Sandy Murphy, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the SR. VICE PRESIDENT of National Bank of Arizona, and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Rosemary Gersick  
Notary Public



My Commission Expires:

4/11/2001



**M·HAYWOOD·ASSOCIATES·INC**  
LAND SURVEYING · CIVIL ENGINEERING · LAND PLANNING  
**EASEMENT**

DRIVEWAY  
Serving Lot 78  
Over Lot 82

*An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 82 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:*

*BEGINNING at the Northwest corner of said Lot 82, and the South right-of-way of Devereaux Drive;*

*Thence, South 87°39'55" East, along said right-of-way, a distance of 30.00 feet, said point being the corner common to said Lot 82, and Lot 83 of said Map;*

*Thence, South 02°25'41" West, along said common line, a distance of 140.00 feet, said point being the Southwest corner of said Lot 83;*

*Thence, South 32°16'42" West, 33.32 feet, said point being on the line common to said Lot 82 and Lot 78 of said Map;*

*Thence, North 22°30'22" West, along said common line, a distance of 31.82 feet, said point being the corner common to said Lots 82, 78 and Lot 81 of said Map;*

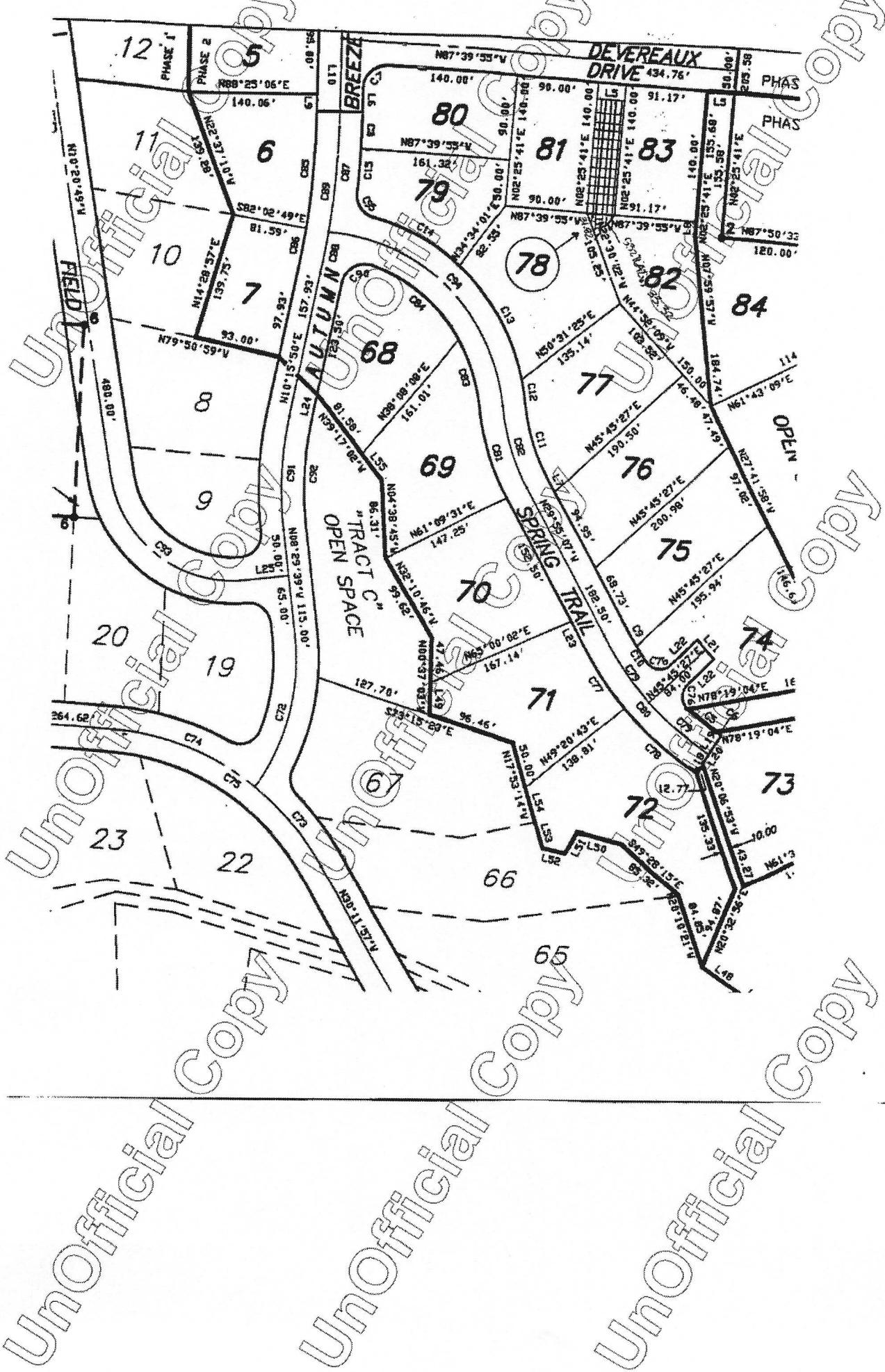
*Thence, North 02°25'41" East, along the line common to said Lots 82 and 81, a distance of 140.00 feet, said point being the TRUE POINT OF BEGINNING.*

*Containing 4633 square feet, more or less.*

94060  
LOT78-2.LGL  
11-13-97



115 E. GOODWIN STREET • (MAIL) P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101





**M•HAYWOOD•ASSOCIATES•INC**  
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING  
**EASEMENT**

DRIVEWAY  
Serving Lot 81  
Over Lot 82

*An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 82 of an Amended Plot of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:*

**BEGINNING** at the Northwest corner of said Lot 82, and the South right-of-way of Devereaux Drive;

Thence, South  $87^{\circ}39'55''$  East, along said right-of-way, a distance of 30.00 feet, said point being the corner common to said Lot 82, and Lot 83 of said Map;

Thence, South  $02^{\circ}25'41''$  West, along said common line, a distance of 140.00 feet, said point being the Southwest corner of said Lot 83;

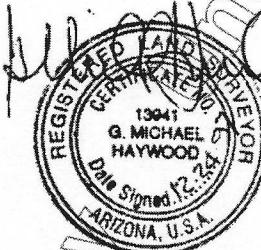
Thence, South  $32^{\circ}16'42''$  West, 33.32 feet, said point being on the line common to said Lot 82 and Lot 78 of said Map;

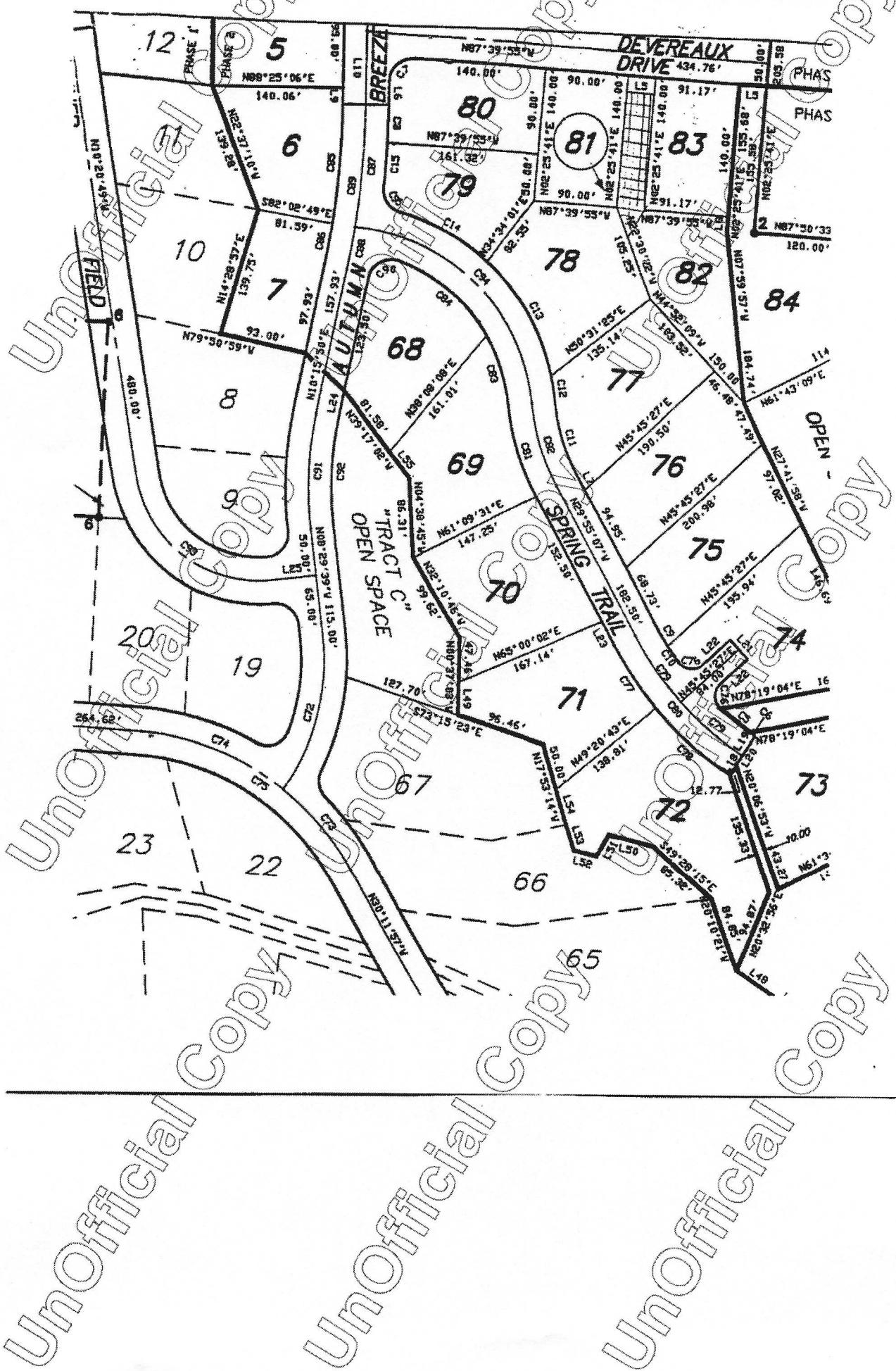
Thence, North  $22^{\circ}30'22''$  West, along said common line, a distance of 31.82 feet, said point being the corner common to said Lots 82, 78 and Lot 81 of said Map;

Thence, North  $02^{\circ}25'41''$  East, along the line common to said Lots 82 and 81, a distance of 140.00 feet, said point being the **TRUE POINT OF BEGINNING**.

Containing 4633 square feet, more or less.

94060  
LOT81.LGL  
11-13-97







**M•HAYWOOD•ASSOCIATES•INC**  
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING

**EASEMENT**

**DRIVEWAY**  
Serving Lot 83  
Over Lot 82

*An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 82 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:*

*BEGINNING at the Northwest corner of said Lot 82, and the South right-of-way of Devereaux Drive;*

*Thence, South 87°39'55" East, along said right-of-way, a distance of 30.00 feet, said point being the corner common to said Lot 82, and Lot 83 of said Map;*

*Thence, South 02°25'41" West, along said common line, a distance of 140.00 feet, said point being the Southwest corner of said Lot 83;*

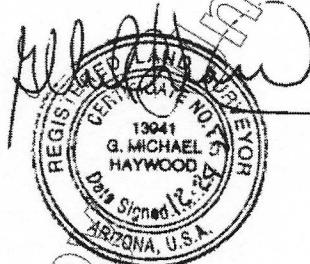
*Thence, South 32°16'42" West, 33.32 feet, said point being on the line common to said Lot 82 and Lot 78 of said Map;*

*Thence, North 22°30'22" West, along said common line, a distance of 31.82 feet, said point being the corner common to said Lots 82, 78 and Lot 81 of said Map;*

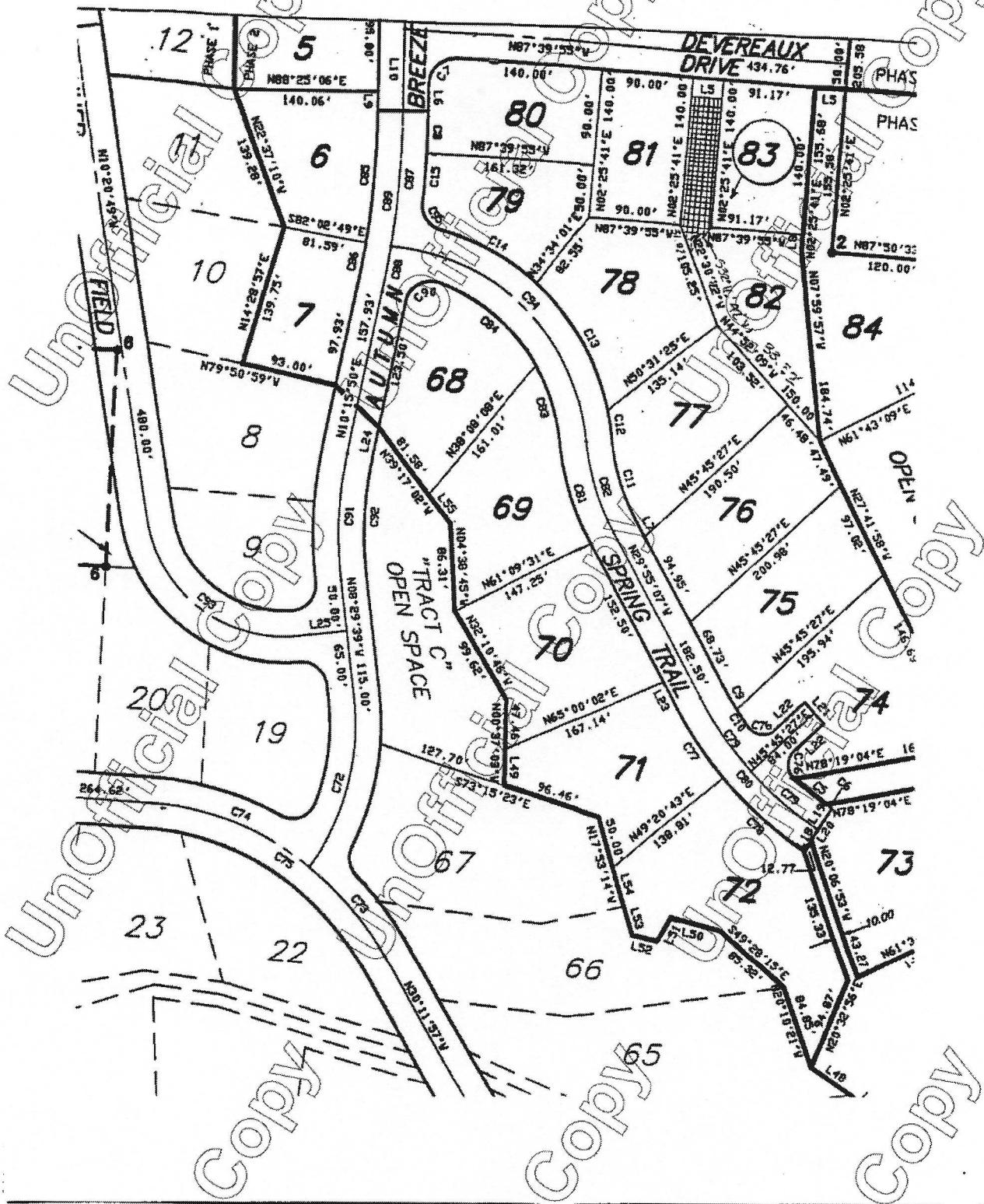
*Thence, North 02°25'41" East, along the line common to said Lots 82 and 81, a distance of 140.00 feet, said point being the TRUE POINT OF BEGINNING.*

*Containing 4633 square feet, more or less.*

94060  
LOT83-2.LGL  
11-13-97



115 E. GOODWIN STREET • (MAIL) P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101



3023989 BK 3557 PG 504  
Yavapai County  
Patsy Jenney-Colon, Recorder  
03/24/1998 11:14A PAGE 1 DE 9  
FIRST AMERICAN TITLE INSURANCE CO.  
RECORDING FEE 9.00  
SURCHARGE 4.00  
POSTAGE 1.00

Please return recorded  
instrument to:

The Foothills Property  
Owners' Association  
P. O. Box 12602  
Prescott, AZ 86304

|     |     |
|-----|-----|
| BK  | FEE |
| MAP | \$4 |
| PCL | \$5 |
|     | \$1 |
|     | \$1 |

## DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made this 18<sup>th</sup> day of February, 1998, by CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company ("Declarant"), and FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., as Trustee under Trust No. 4331B ("Fee Title Holder"). THE FOOTHILLS PROPERTY OWNERS' ASSOCIATION, INC., an Arizona non-profit corporation (the "Association") joins in this Declaration for the purposes hereinafter specified.

WHEREAS, Declarant is the developer of certain real property known as The Foothills, Phases 2 and 3, as shown on an Amended Plat recorded in Book 34 of Maps and Plats, Pages 94-96, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona (the "Property"); and

WHEREAS, Fee Title Holder is the owner of the Property under a trust for the benefit of Declarant; and

WHEREAS, Declarant desires to establish an easement for ingress, egress and public utilities over a portion of a lot in the Property for the benefit of certain other lots, all as more fully set forth herein;

NOW, THEREFORE, for the purposes above set forth, Declarant declares that the lots hereinafter described shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions and restrictions.

1. Grant of Easement. Declarant hereby grants for the benefit of Lots 82 and 83 of the Property a perpetual non-exclusive easement for purposes of ingress, egress and public utilities (the "Easement") over that portion of Lot 84 of the Property which is described on Exhibit "A" attached hereto (the "Easement Parcel"). No walls, fences or barriers of any kind shall be constructed or maintained on the Easement Parcel which would prevent or impair the use or exercise of the Easement granted herein.

Lot 82/83/84 Drive H

2. Maintenance. Declarant has or will install a paved driveway on the Easement Parcel for use by the owners of Lots 82, 83 and 84 and their invitees. It is Declarant's intent that the Easement Parcel and the driveway shall be maintained and insured by the Association, and the Association is hereby granted a perpetual license to enter onto the easement Parcel for such purposes. By execution of this Declaration, the Association accepts responsibility for maintaining and insuring the Easement Parcel and the driveway in accordance with the standards established in the Declaration of Covenants, Conditions and Restrictions for The Foothills recorded on March 14, 1996, in Book 3171, Pages 494-537A, of the records of the Yavapai County Recorded, Yavapai County, Arizona. The license hereby granted to the Association may not be revoked so long as the Association is responsible for maintaining and insuring the Easement Parcel and driveway, and the Association may not be relieved of such responsibility without the express written consent of the owners of Lots 82, 83 and 84.

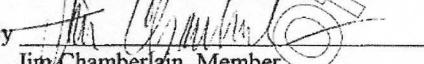
3. Covenants Running with Land. The Easement hereby granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, Declarant and its successors and assigns, including without limitation all subsequent owners of the lots described herein.

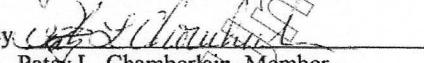
4. Attorneys' Fees; Costs. Should any party employ an attorney or attorneys to enforce any of the provisions of this Declaration, or to protect its interest in any matter arising hereunder, or to recover damages for the breach hereof, the party not prevailing in any final judgment shall pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law or equity.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first set forth above.

DECLARANT:

CHAMBERLAIN DEVELOPMENT  
L.L.C., an Arizona limited liability company

By   
Jim Chamberlain, Member

By   
Patsy L. Chamberlain, Member

FEE TITLE HOLDER:

FIRST AMERICAN TITLE INSURANCE  
AGENCY OF YAVAPAI, INC., as Trustee  
under Trust No. 4331B

By

Name: ROGER A. YEDINAK  
Title: TRUST OFFICER

ASSOCIATION:

THE FOOTHILLS PROPERTY OWNERS'  
ASSOCIATION, INC. an Arizona non-  
profit corporation

By

Name: JIM CHAMBERLAIN  
Title: President

LIEN HOLDER:

RATIFIED AND APPROVED  
NATIONAL BANK OF ARIZONA

By

Name: Sandy Murphy  
Title: Sr. Vice President

STATE OF ARIZONA )  
County of Mesa) SS.

On this 18<sup>th</sup> day of February, 1998, before me, the undersigned Notary Public, personally appeared Jim Chamberlain and Patsy L Chamberlain, known to me (or satisfactorily proven) to be the persons whose names are above subscribed, who acknowledged to me that they are the Members of Chamberlain Development, L.L.C., an Arizona limited liability company, and that they executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Theresa M. McElroy  
Notary Public



My Commission Expires:

May 23, 1998

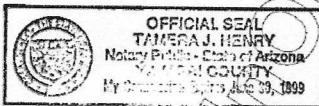
STATE OF ARIZONA )  
County of Yavapai) SS.

On this 23rd day of March, 1998, before me, the undersigned Notary Public, personally appeared ROGER A. YEDINAK, known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the Trust Officer of First American Title Insurance Agency of Yavapai, Inc., and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do, acting in its capacity as Trustee under Trust 4331B.

Tamara J. Henry  
Notary Public

My Commission Expires:

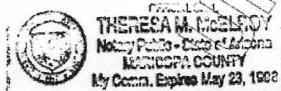
6-30-99



STATE OF ARIZONA )  
) ss.  
County of Maricopa )

On this 19th day of March, 1998, before me, the undersigned Notary Public, personally appeared Jim Chamberlain known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the President of The Foothills Property Owners' Association, Inc., an Arizona non-profit corporation, and that (s)he executed the foregoing instrument in such capacity on behalf of said corporation, being so authorized to do.

Theresa M. McElroy  
Notary Public



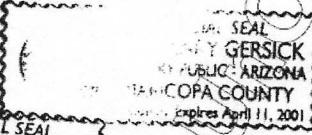
My Commission Expires:

May 23, 1998

STATE OF ARIZONA )  
) ss.  
County of Maricopa )

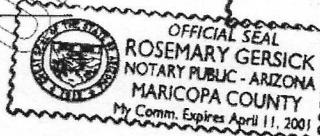
On this 24th day of February, 1998, before me, the undersigned Notary Public, personally appeared Sandy Murphy known to me (or satisfactorily proven) to be the person whose name is above subscribed, who acknowledged to me that (s)he is the VP, Vice President of National Bank of Arizona, and that (s)he executed the foregoing instrument in such capacity on behalf of said company, being so authorized to do.

Rosemary Gersick  
Notary Public



My Commission Expires:

4/11/2001





**M•HAYWOOD•ASSOCIATES•INC**  
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING  
**EASEMENT**

DRIVEWAY  
Serving Lot 82  
Over Lot 84

*An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 84 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:*

**BEGINNING** at the Northwest corner of said Lot 84 and the South right-of-way of Devereaux Drive;

Thence, South 87°39'55" East, along said right-of-way, a distance of 30.00 feet, said point being the Northeast corner of said Lot 84;

Thence, South 02°25'41" West, 155.58 feet;

Thence, South 07°55'18" West, 35.16 feet;

Thence, North 84°48'18" West, 20.43 feet, said point being on the West line of said Lot 84;

Thence, North 07°59'57" West, along said West line, a distance of 34.44 feet, said point being the corner common to said Lot 84 and an angle point of the East line of Lot 82 of said Map;

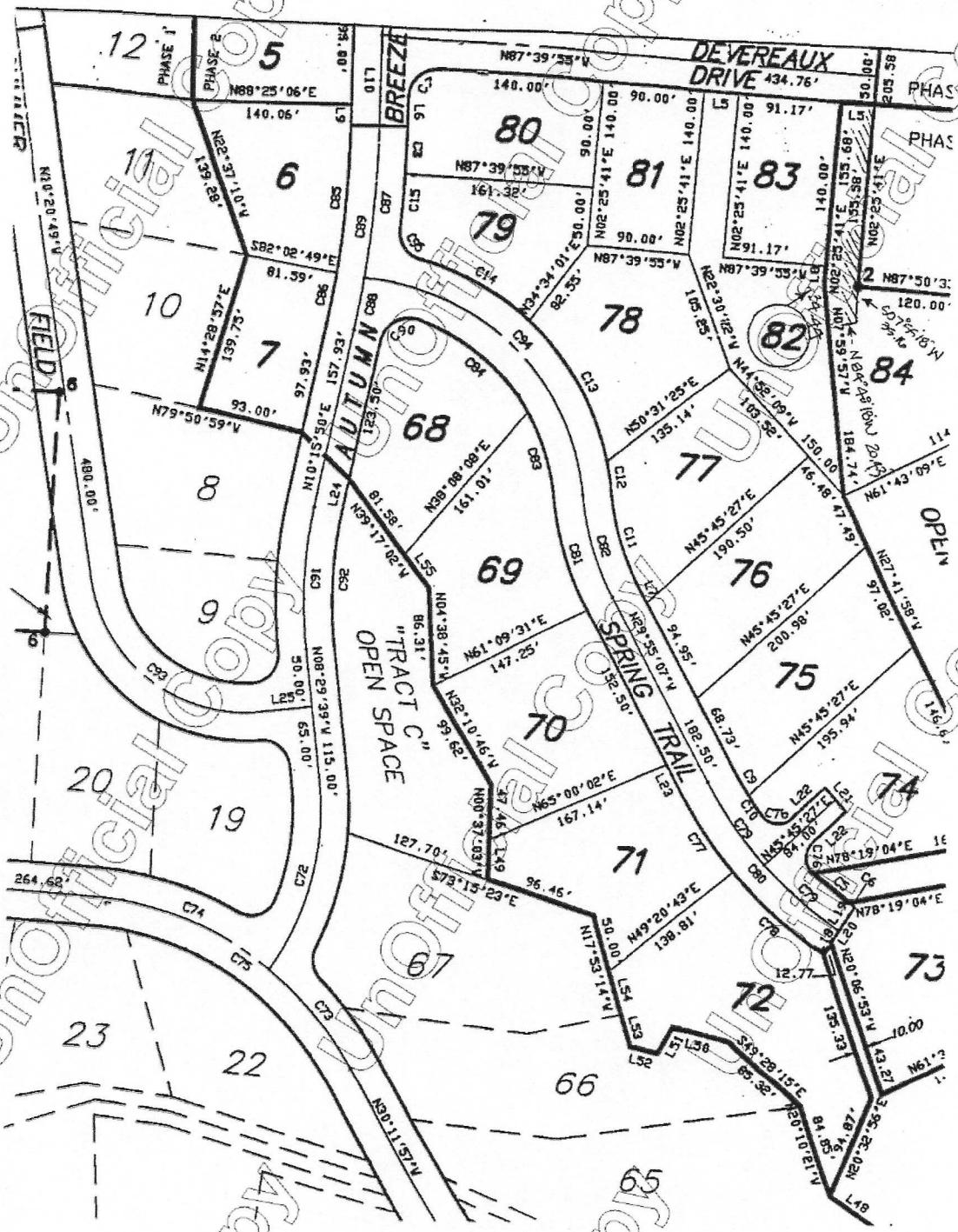
Thence, North 02°25'41" East, along the most Westerly line of said Lot 84, a distance of 155.68 feet, said point being the **TRUE POINT OF BEGINNING**.

Containing 5536 square feet, more or less.

94060  
LOT82.LGL  
11-13-97



115 E. GOODWIN STREET • (MAIL) P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101





**M•HAYWOOD•ASSOCIATES•INC**  
LAND SURVEYING • CIVIL ENGINEERING • LAND PLANNING  
**EASEMENT**

DRIVEWAY  
Serving Lot 83  
Over Lot 84

*An easement for the purpose of ingress, egress and all public utilities, located over a portion of Lot 84 of an Amended Plat of PHASES 2 AND 3 OF THE FOOTHILLS, as recorded in Book 34 of Maps and Plats, Pages 94-96 on file in the office of the Yavapai County Recorder, Yavapai County, Arizona, being over a portion of the South half of Section 3, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement being more particularly described as follows:*

*BEGINNING at the Northwest corner of said Lot 84 and the South right-of-way of Devereaux Drive;*

*Thence, South 87°39'55" East, along said right-of-way, a distance of 30.00 feet, said point being the Northeast corner of said Lot 84;*

*Thence, South 02°25'41" West, 155.58 feet;*

*Thence, South 07°55'18" West, 35.16 feet;*

*Thence, North 84°48'18" West, 20.43 feet, said point being on the West line of said Lot 84;*

*Thence, North 07°59'57" West, along said West line, a distance of 34.44 feet, said point being the corner common to said Lot 84 and an angle point of the East line of Lot 82 of said Map;*

*Thence, North 02°25'41" East, along the most Westerly line of said Lot 84, a distance of 155.68 feet, said point being the **TRUE POINT OF BEGINNING**.*

*Containing 5536 square feet, more or less.*

94060  
LOT83-1.LGL  
11-13-97



115 E. GOODWIN STREET • (MAIL) P.O. BOX 1001 • PRESCOTT, AZ 86302 • (520) 778-5101

