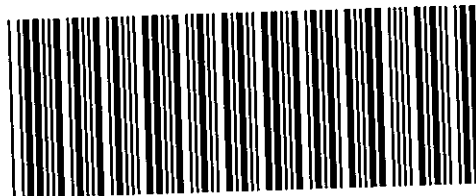


**SECURITY TITLE AGENCY**  
WHEN RECORDED RETURN TO:

D. Randall Stokes, Esq.  
Lewis and Roca LLP  
40 North Central Avenue  
Phoenix, Arizona 85004



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

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894

**EASEMENT AGREEMENT AND COVENANTS  
RUNNING WITH THE LAND  
(Drainage, Landscaping and Pedestrian Access)**

This Easement Agreement and Covenants Running with the Land (the "Agreement") is executed as of the 10th day of March, 1999, by and among TOWNHOME VILLAGE AT GRAYHAWK, LLC, an Arizona limited liability company ("Grantor"), GRAYHAWK RESIDENTIAL INC., an Arizona corporation ("GRI"), and GRAYHAWK COMMUNITY ASSOCIATION, an Arizona nonprofit corporation ("GCA").

**RECITALS**

A. Concurrently with the recordation of this Agreement, Grantor is acquiring fee title to a parcel of real property located in Maricopa County, Arizona, which includes the real property described on Exhibit A attached hereto and incorporated herein (the "Easement Property").

B. In connection with Grantor's acquisition of the property described in Recital A, Grantor has agreed to grant to the City of Scottsdale, Arizona, a municipal corporation, its successors and assigns (the "City"), GRI, its successors and assigns, and GCA, its successors and assigns, certain easements in, on, over, under and across the Easement Property for the purposes hereinafter provided, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, GRI and GCA hereby agree and declare as follows:

**AGREEMENTS**

1. Grant of Drainage and Pedestrian Access Easements. Grantor hereby grants to the City, GRI and GCA, their respective employees, agents, members, guests, tenants and invitees, a perpetual, nonexclusive right-of-way and easement (a) in, on, over, under and across the Easement Property for the purposes of drainage and flood control and the construction, installation, erection, operation, repair, rebuilding, replacement and maintenance of levees, dikes, channels and other works of drainage or flood control, (the "Drainage Easement"), and (b) on, over and across the Easement

Property for purposes of pedestrian access by means of sidewalks or walkways now or hereafter situated within the Easement Property (the "Pedestrian Easement").

2. Grant of Landscaping Easement. Grantor hereby grants to GRI and GCA, and their respective employees, agents, guests, tenants and invitees, a perpetual, nonexclusive right-of-way and easement (the "Landscaping Easement") in, on, over, under and across the Easement Property, for the purposes of landscaping and the construction, installation, erection, operation, repair, rebuilding, replacement and maintenance of landscaping improvements, and related facilities and improvements. The foregoing grant of the Landscaping Easement shall be subject to the following terms and conditions:

a. Approval by GCA and Grantor. The improvements placed on the Easement Property pursuant to the Landscaping Easement shall be constructed and installed in accordance with design plans and specifications therefor that have been mutually approved by GCA and Grantor. Neither GCA nor Grantor shall unreasonably withhold its approval of any design plans and specifications submitted to it for approval pursuant to this paragraph. Such approval shall be deemed given by GCA or Grantor, as applicable, if no written objection, stating in reasonable detail the reason for any such objection, is delivered by GCA or Grantor within 15 days after the date of its receipt of such design plans and specifications.

b. Maintenance. GCA shall keep and maintain in good condition and repair, and shall replace as necessary, all improvements constructed or installed on the Easement Property pursuant to the Landscaping Easement.

c. Mechanics' Liens. Neither GRI nor GCA shall permit any mechanics' or materialmen's lien to stand against the Easement Property in connection with its respective activities on the Easement Property. GRI and GCA shall each indemnify, hold harmless and defend Grantor for, from and against all claims, damages, liabilities, costs and expenses (including reasonable attorney fees) resulting from or arising out of any mechanics' or materialmen's liens asserted against the Easement Property as the result of its respective activities on the Easement Property.

3. Grantor Warranty. Grantor hereby covenants that it is lawfully seized and possessed of the Easement Property; that it has a good and lawful right to grant the Drainage Easement, the Landscaping Easement and the Pedestrian Easement as provided herein; and that it will warrant the title to and quiet possession of the Easement Property against the lawful claim of all persons, subject to all existing rights-of-way and easements and all matters of record.

4. Benefits and Burdens; Binding Effect. This Agreement (including, but not limited to, the benefits and burdens of this Agreement, the Drainage Easement, the Landscaping Easement and the Pedestrian Easement) are a burden upon the Easement Property and shall run with the land and shall be binding upon,

enforceable by, and inure to the benefit of Grantor, the City, GRI, GCA, and their respective heirs, personal representatives, successors in interest and assigns.

5. Waiver. The waiver of, or the failure to enforce, any breach or violation of this Agreement shall not be deemed to be a waiver of the right to enforce this Agreement, or to be an abandonment of the Drainage Easement, the Landscaping Easement or the Pedestrian Easement, nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of this Agreement, regardless of whether any person affected thereby had knowledge of the breach or violation.

6. Notice. Whenever any party desires to give or serve any notice, demand, request or other communication with respect to this Agreement, each such notice, demand, request, or communication shall be in writing and shall be deemed received when delivered by personal service, or, if mailed, within 3 days after deposit in the U.S. Mail addressed to a party at the address set forth below. Any party hereto may change its address for such notice by delivering or mailing to the other party a notice of such change.

If to Grantor:

Townhome Village at Grayhawk, LLC  
c/o Kingston Capital Co., L.L.C.  
2777 East Camelback Road, Suite 150  
Phoenix, Arizona 85012  
Attention: David C. Dewar and Brian S. Snider

If to GRI:

Grayhawk Residential, Inc.  
7377 E. Doubletree Ranch Road  
Suite 100  
Scottsdale, Arizona 85258  
Attention: Gregg E. Tryhus

If to GCA:

Grayhawk Community Association  
7377 E. Doubletree Ranch Road  
Suite 100  
Scottsdale, Arizona 85258

7. Attorneys' Fees. If any party hereto breaches any provision of this Agreement, the breaching party(ies) shall pay to the non-breaching party(ies) all reasonable attorneys' fees and other costs and expenses incurred by the non-breaching party(ies) in enforcing this Agreement or preparing for legal or other proceedings regardless of whether suit is instituted. If it becomes necessary for any party to

employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions or this Agreement, the prevailing party(ies) in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the non-prevailing party(ies), including, without limitation, reasonable attorneys' fees, reasonable expert witness' fees, costs of deposition transcripts and tapes and other pre-trial discovery costs set by the court and not a jury, at both trial and appellate levels, and if any judgment is obtained by the prevailing party(ies), all such costs, expenses and fees shall be included in the judgment.

IN WITNESS WHEREOF, Grantor, GRI and GCA have executed this instrument as of the date written above.

**GRANTOR:**

TOWNHOME VILLAGE AT GRAYHAWK, LLC,  
an Arizona limited liability company

By: Kingston Capital Co., L.L.C., an Arizona  
limited liability company, Member

By: \_\_\_\_\_  
David C. Dewar, Manager

By: Westmont Investments, LLC, an Arizona  
limited liability company, Member

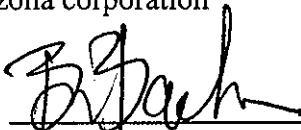
By: \_\_\_\_\_  
Leslie S. Litwin, Manager

By: Graystar Investments, L.L.C., an Arizona  
limited liability company, Member

By: \_\_\_\_\_  
Kenneth S. Losch, as Trustee of the  
KKI Trust dated 9/30/97, Manager

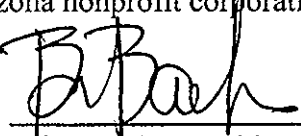
**GRI:**

GRAYHAWK RESIDENTIAL, INC.,  
an Arizona corporation

By:  \_\_\_\_\_  
Brian Baehr, Vice President

**GCA:**

GRAYHAWK COMMUNITY ASSOCIATION,  
an Arizona nonprofit corporation

By:  \_\_\_\_\_  
Brian Baehr, President

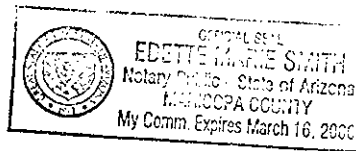
STATE OF ARIZONA            )  
  )ss.  
County of Maricopa            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 1999, by David C. Dewar, Manager of Kingston Capital Co., L.L.C., an Arizona corporation, which is a Member of Townhome Village at Grayhawk, LLC, an Arizona limited liability company, for and on behalf of such entities.

Edetta Marie Smith  
Notary Public

My Commission Expires:

3-16-2000



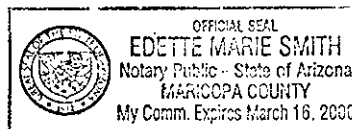
STATE OF ARIZONA            )  
  )ss.  
County of Maricopa            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 1999, by Leslie S. Litwin, Manager of Westmont Investments, LLC, an Arizona limited liability company, which is a Member of Townhome Village at Grayhawk, LLC, an Arizona limited liability company, for and on behalf of such entities.

Edetta Marie Smith  
Notary Public

My Commission Expires:

3-16-2000



STATE OF ARIZONA        )  
  )ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 1999, by Kenneth L. Losch, as Trustee of the KKL Trust dated 9/30/97, Manager of Graystar Investments, L.L.C., an Arizona limited liability company, which is a Member of Townhome Village at Grayhawk, LLC, an Arizona limited liability company, for and on behalf of such entities.

Edeite Marie Smith  
Notary Public

My Commission Expires:

3-16-2000



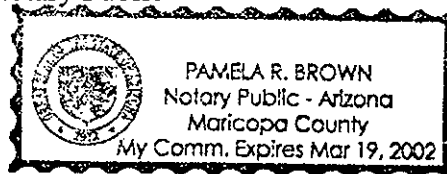
STATE OF ARIZONA        )  
  )ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 1999, by Brian Baehr, Vice President of Grayhawk Residential, Inc., an Arizona corporation, for and on behalf of such corporation.

Pamela R. Brown  
Notary Public

My Commission Expires:

March 19, 2002



STATE OF ARIZONA        )  
  )ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this 17th day of March, 1999, by Brian Baehr, President of Grayhawk Community Association, an Arizona nonprofit corporation, for and on behalf of such corporation.

Pamela R. Brown  
Notary Public

My Commission Expires:

March 19, 2002

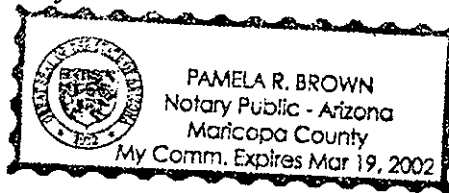




Exhibit A

[See Attachment]

**PROPERTY DESCRIPTION**  
**30' DRAINAGE, LANDSCAPE & PEDESTRIAN EASEMENT**  
**OVER PORTIONS OF TRACTS 1n & 11(a)**  
**GRAYHAWK**

Those portions of Tract 1n as shown on STATE PLAT NO. 27 AMENDED, CORE NORTH according to Book 352 of Maps, Page 28 and STATE PLAT NO. 39, CORE NORTH, according to Book 416 of Maps, Page 13, and those portions of Tract 11(a) as shown on STATE PLAT NO. 46, CORE NORTH, according to Book 460 of Maps, Page 34, all records of Maricopa County, Arizona, situated in a portion of the Northeast quarter of Section 26, Township 4 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Tract 1n;

thence North 75 degrees 01 minutes 05 seconds East, along the southerly line of said Tract 1n, a distance of 36.30 feet to a point lying on the easterly right-of-way line of 76<sup>th</sup> Street as shown on said STATE PLAT NO. 39, CORE NORTH, said point lying on a curve concave easterly the radius of which bears South 89 degrees 24 minutes 28 seconds East a distance of 1575.00 feet, said point also being the TRUE POINT OF BEGINNING;

thence northerly, along said easterly right-of-way line and the arc of said curve through a central angle of 13 degrees 25 minutes 31 seconds a distance of 369.05 feet to a point of tangency;

thence North 14 degrees 01 minutes 03 seconds East, continuing along said easterly right-of-way line and the westerly boundary line of said Tract 11(a), a distance of 633.59 feet to the beginning of a curve concave northwesterly and having a radius of 3785.00 feet;

thence northeasterly, continuing along said westerly boundary line and the arc of said curve through a central angle of 00 degrees 18 minutes 49 seconds a distance of 20.72 feet;

thence South 77 degrees 39 minutes 24 seconds East, leaving said westerly line, a distance of 30.01 feet to a point lying on a

curve concentric with the last described curve having a radius of 3815.00 feet;

thence southwesterly, along the arc of said curve through a central angle of 00 degrees 19 minutes 28 seconds a distance of 21.60 feet to a point of tangency;

thence South 14 degrees 01 minutes 03 seconds West a distance of 633.59 feet to the beginning of a curve concave easterly and having a radius of 1545.00 feet;

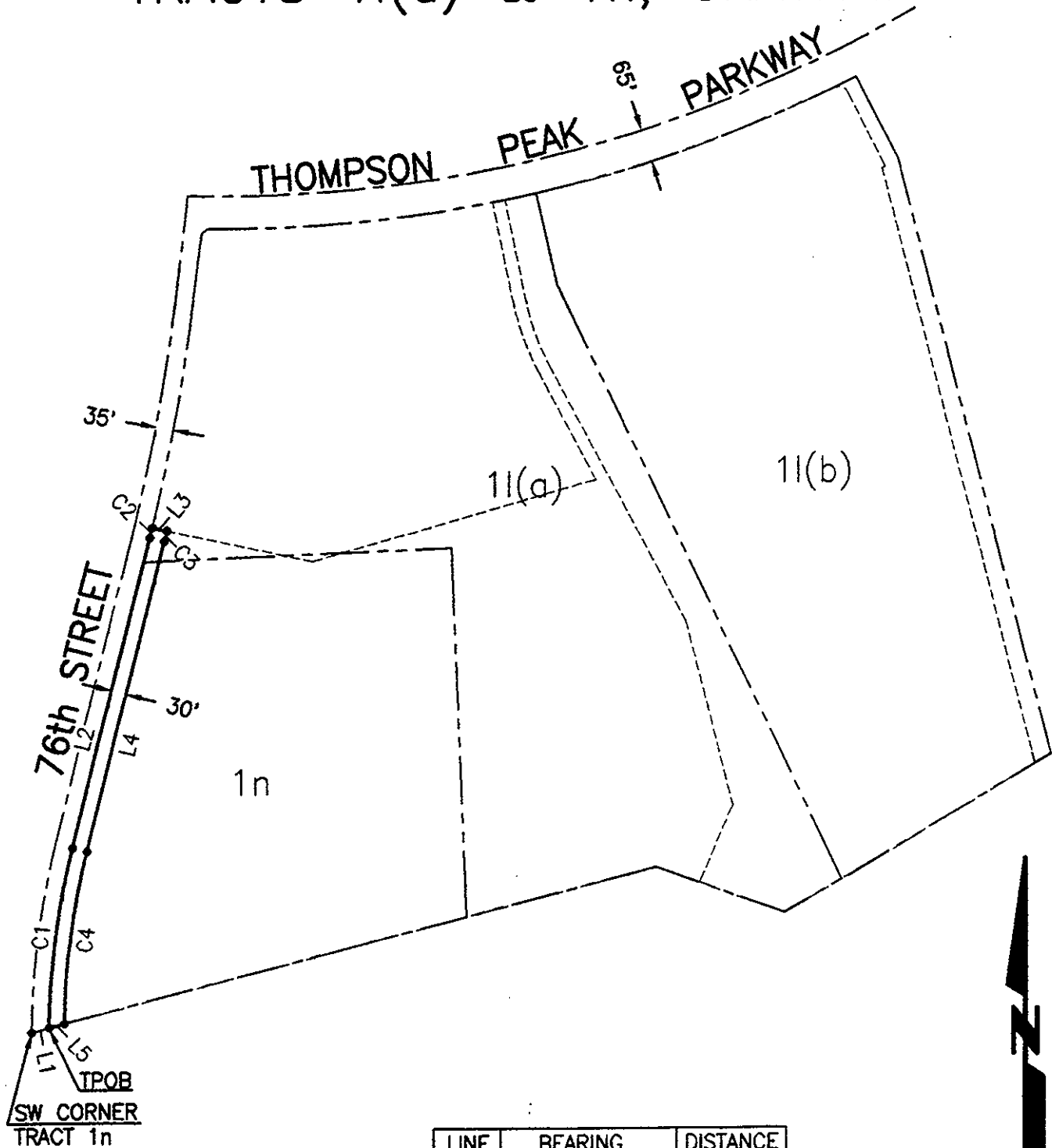
thence southerly, along the arc of said curve through a central angle of 13 degrees 06 minutes 54 seconds a distance of 353.65 feet to a point lying on said southerly line of Tract 1n;

thence South 75 degrees 01 minutes 05 seconds West, leaving said curve along said southerly line, a distance of 31.17 feet to the TRUE POINT OF BEGINNING.

Said easement contains 30,483 square feet or 0.6998 acres more or less.



# 30' DRAINAGE, LANDSCAPE & PEDESTRIAN EASEMENT EXHIBIT TRACTS 11(a) & 1n, GRAYHAWK



CURVE	ARC	DELTA	RADIUS
C1	369.05	13°25'31"	1575.00
C2	20.72	00°18'49"	3785.00
C3	21.60	00°19'28"	3815.00
C4	353.65	13°06'54"	1545.00

LINE	BEARING	DISTANCE
L1	N 75°01'05" E	36.30
L2	N 14°01'03" E	633.59
L3	S 77°39'24" E	30.01
L4	S 14°01'03" W	633.59
L5	S 75°01'05" W	31.17



N.T.S.

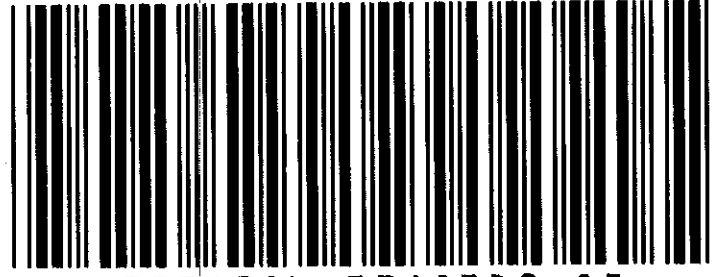
GILBERTSON ASSOCIATES  
#27280 03-08-99

When recorded mail to:

Name: APS

Address: Hold In Pick up

City/State/Zip: \_\_\_\_\_



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2003-0828226 06/26/03 09:16  
1 OF 1

DELROSSO

this area reserved for county recorder

## CAPTION HEADING:

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DO NOT REMOVE

This is part of the official document.



**EXHIBIT A**

SW26 4N 4E  
W75116  
DJR

**PARCEL NO. 1:**

That portion of Tract 1n as shown on STATE PLAT NO. 27 AMENDED, CORE NORTH according to Book 352 of Maps, page 28 and STATE PLAT NO. 39, CORE NORTH, according to Book 416 of Maps, page 13, records of Maricopa County, Arizona, and those portion of Tract 1L(a) as shown on STATE PLAT NO. 46, CORE NORTH, according to Book 460 of Maps, page 34, records of Maricopa County, Arizona, more particularly described a follows:

COMMENCING at the Southwest corner of said Tract 1n;

Thence North 75 degrees 01 minutes 05 seconds East, along the Southerly line of said Tract 1n, a distance of 36.30 feet to a point lying on the easterly right-of-way line of 76<sup>th</sup> Street as shown on said STATE PLAT NO. 39, CORE NORTH, said point lying on a curve concave Easterly the radius of which bears South 89 degrees 24 minutes 28 seconds East a distance of 1575.00 feet, said point also being the TRUE POINT OF BEGINNING;

Thence Northerly, along said Easterly right-of-way line and the arc of said curve through a central angle of 13 degrees 25 minutes 31 seconds a distance of 369.05 feet to a point of tangency;

Thence North 14 degrees 01 minutes 03 seconds East, continuing along said Easterly right of way line, a distance of 633.59 feet to the beginning of a curve concave Northwesterly and having a radius of 3785.00 feet;

Thence Northeasterly, continuing along said easterly right of way line and the arc of said curve through a central angle of 00 degrees 18 minutes 49 seconds a distance of 20.72 feet;

Thence South 77 degrees 39 minutes 24 seconds East, leaving said easterly right of way line and said curve, a distance of 324.34 feet;

Thence North 73 degrees 58 minutes 57 seconds' East 584.11 feet;

Thence north 27 degrees 45 minutes 50 seconds West a distance of 244.00 feet to the beginning of a curve concave Northeasterly and having a radius of 525.00 feet;

Thence Northwesterly, along the arc of said curve through a central angle of 16 degrees 11 minutes 04 seconds a distance of 148.30 feet to a point of tangency;

Thence north 11 degrees 26 minutes 53 seconds West a distance of 199.30 feet to a point lying on the Northerly line of said Tract 1L(a), said point lying on a curve concave Northwesterly the radius of which bears North 10 degrees 55 minutes 48 seconds West a distance of 2765.00 feet;

Thence Northeasterly along said Northerly line and the arc of said curve through a central angle of 00 degrees 31 minutes 05 seconds a distance of 25.00 feet;

Thence South 11 degrees 26 minutes 53 seconds East, leaving said Northerly line and said curve, a distance of 199.13 feet to the beginning of a curve concave Northeasterly and having radius of 500.00 feet;

Thence Southeasterly, along the arc of said curve through a central angle of 16 degrees 11 minutes 04 seconds a distance of 141.24 feet to a point of tangency;

Thence South 27 degrees 45 minutes 50 seconds' East 579.62 feet;

Thence South 14 degrees 17 minutes 08 seconds' east 374.05 feet;

Thence South 23 degrees 28 minutes 32 seconds East a distance of 168.22 feet to a point lying on the Southerly line of said Tract 1L(a);

Thence North 69 degrees 27 minutes 17 seconds West, along said Southerly line, a distance of 90.95 feet;

Thence South 75 degrees 01 minutes 05 seconds West, continuing along said Southerly line and the Southerly line e of said Tract 1n, a distance of 1244.41 feet to the TRUE POINT OF BEGINNING.

**PARCEL NO. 2**

An Easement for ingress and egress for pedestrian traffic, over, through and across sidewalks, paths, walks and lanes upon the Common Area, as set forth in Document No. 950317218, records of Maricopa County, Arizona.

**PARCEL NO. 3**

1450007

**EXHIBIT A**

SW26 4N 4E  
W75116  
DJR

An Easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes, as set forth in Document No. 950317218, records of Maricopa County, Arizona.

**PARCEL NO. 4**

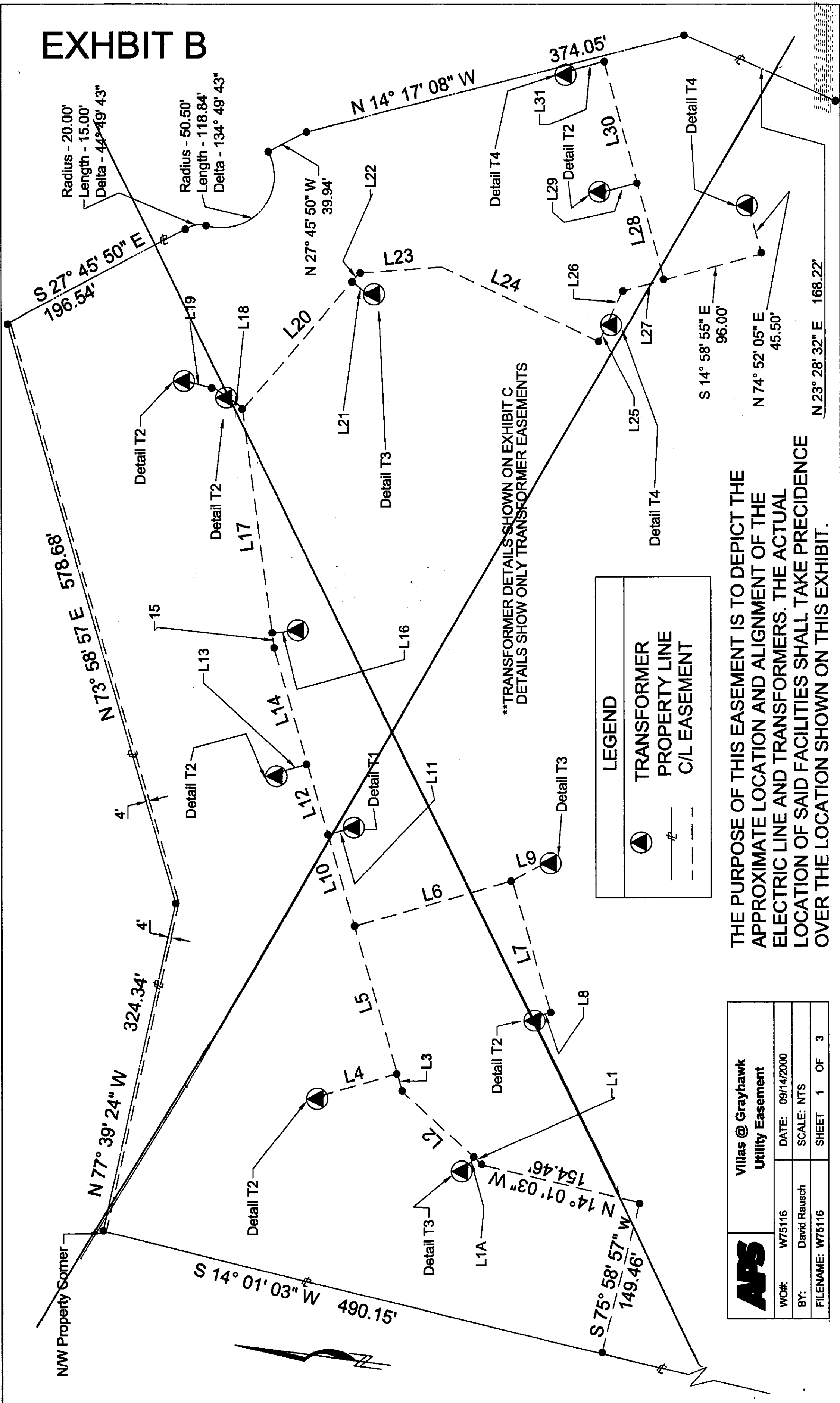
An easement for sewer and utilities created pursuant to that certain Easement Agreement and Covenants Running with the Land dated March 10, 1999 and recorded at Document No. 990240951.

**PARCEL NO. 5**

An easement for drainage, landscaping and pedestrian access created pursuant to that certain Easement Agreement and Covenants Running with the Land dated March 10, 1999 and recorded at Document NO. 990240952



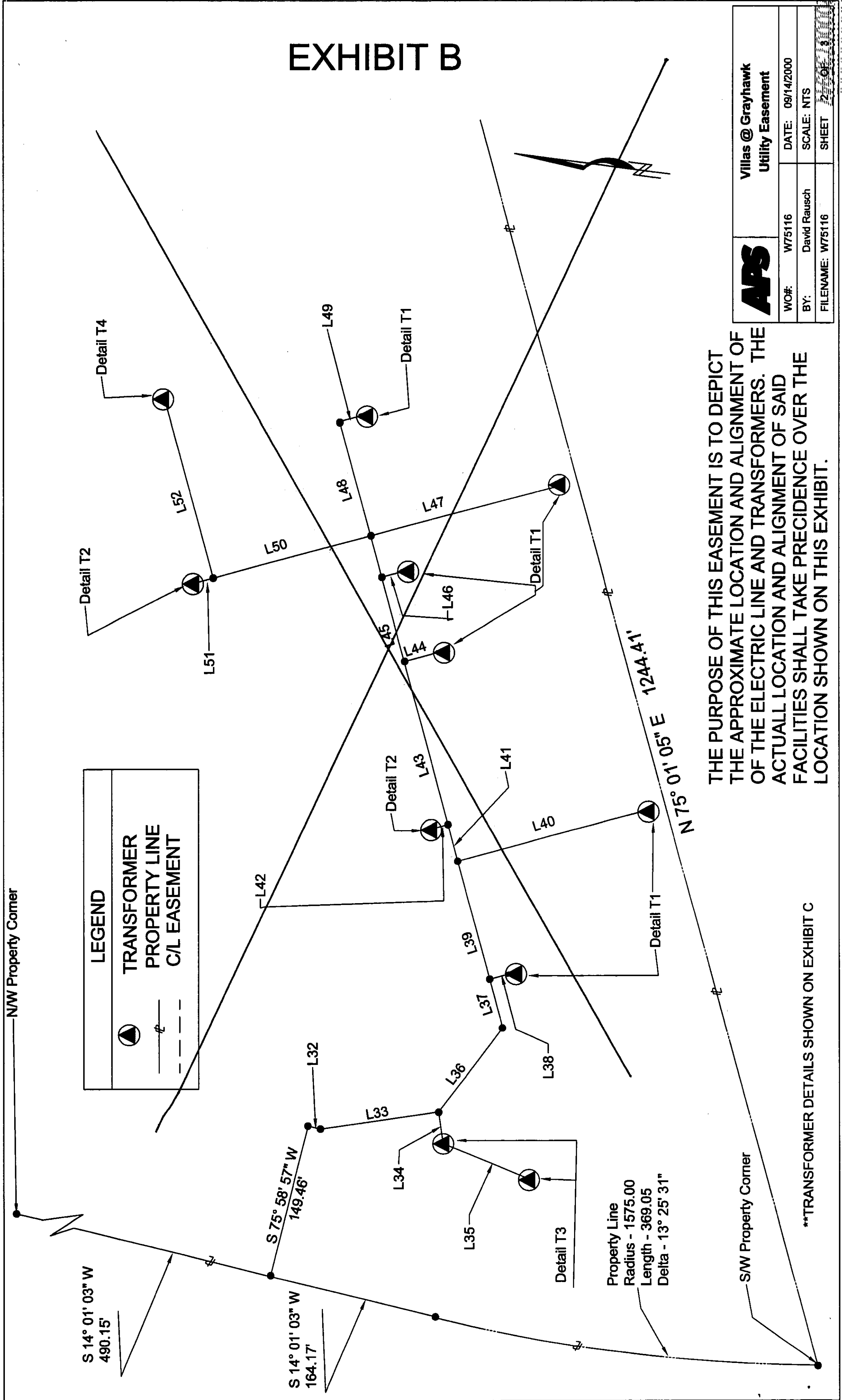
# EXHIBIT B



THE PURPOSE OF THIS EASEMENT IS TO DEPICT THE APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMERS. THE ACTUAL LOCATION OF SAID FACILITIES SHALL TAKE PRECEDENCE OVER THE LOCATION SHOWN ON THIS EXHIBIT.

	Villas @ Grayhawk Utility Easement		
	WO#: W75116	DATE: 09/14/2000	
	BY: David Rausch	SCALE: NTS	
FILENAME: W75116	SHEET 1	OF 3	

# EXHIBIT B



THE PURPOSE OF THIS EASEMENT IS TO DEPICT THE APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMERS. THE ACTUAL LOCATION AND ALIGNMENT OF SAID FACILITIES SHALL TAKE PRECEDENCE OVER THE LOCATION SHOWN ON THIS EXHIBIT.

\*\*TRANSFORMER DETAILS SHOWN ON EXHIBIT C

<b>APS</b>		<b>Villas @ Grayhawk Utility Easement</b>	
WO#:	W75116	DATE:	09/14/2000
BY:	David Rausch	SCALE:	NTS
FILENAME:	W75116	SHEET	2 OF 3

## EXHIBIT B

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N 14° 01' 03" E	12.00'
L1A	N 47° 30' 33" E	12.75'
L2	N 14° 01' 03" E	93.55'
L3	N 73° 58' 57" E	18.12'
L4	N 16° 01' 03" W	75.39'
L5	N 73° 58' 57" E	147.71'
L6	S 16° 01' 03" E	157.34'
L7	S 73° 54' 39" W	130.82'
L8	N 16° 05' 11" W	11.46'
L9	S 28° 24' 08" E	36.65'
L10	N 73° 58' 57" E	91.65'
L11	S 16° 01' 03" W	21.54'
L12	N 73° 58' 57" E	71.57'
L13	N 16° 01' 03" W	28.39'
L14	N 73° 58' 57" E	114.00'
L15	N 82° 32' 17" E	16.15'
L16	S 07° 27' 43" E	18.50'
L17	N 35° 13' 15" E	35.02'
L18	N 15° 16' 47" E	27.42'
L19	N 14° 58' 55" W	14.76'
L20	S 49° 16' 24" E	161.00'
L21	S 40° 43' 36" E	18.62'
L22	S 49° 16' 24" E	11.00'
L23	S 04° 02' 00" E	79.05'
L24	S 25° 12' 56" W	166.06'
L25	S 64° 47' 04" E	17.00'
L26	N 75° 01' 05" E	97.15'
L27	N 14° 58' 55" W	35.49'
L28	N 75° 01' 05" E	120.65'
L29	N 14° 58' 55" W	156.30'
L30	N 14° 58' 55" W	37.02'
L31	S 14° 58' 55" E	96.00'
L31A	N 74° 52' 05" E	45.50'

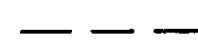
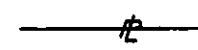
## LINE TABLE

LINE	BEARING	DISTANCE
L32	S 14° 01' 03" W	12.00'
L33	S 08° 09' 33" E	155.09'
L34	S 82° 03' 08" E	31.29'
L35	S 22° 34' 25" W	89.46'
L36	S 52° 54' 44" E	102.32'
L37	N 75° 01' 05" E	48.24'
L38	S 14° 58' 55" E	18.57'
L39	N 75° 01' 05" W	114.57'
L40	S 14° 58' 55" W	203.04'
L41	N 75° 01' 05" W	36.06'
L42	N 14° 58' 55" W	15.55'
L43	N 75° 01' 05" W	114.57'
L44	S 14° 58' 55" E	34.13'
L45	N 75° 01' 05" W	83.43'
L46	S 14° 58' 55" W	21.25'
L47	N 75° 01' 05" W	41.07'
L48	N 75° 01' 05" W	114.57'
L49	S 14° 58' 55" E	21.25'
L50	N 14° 58' 55" W	156.30'
L51	N 14° 58' 55" W	14.76'
L52	N 75° 01' 05" E	174.42'

## LEGEND



TRANSFORMER  
PROPERTY LINE  
C/L EASEMENT



THE PURPOSE OF THIS EASEMENT IS TO DEPICT THE APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMERS. THE ACTUAL LOCATION OF SAID FACILITIES SHALL TAKE PRECEDENCE OVER THE LOCATION SHOWN ON THIS EXHIBIT.

**APS**

Villas @ Grayhawk  
Line Tables

WO#: W75116

DATE: 09/12/2000

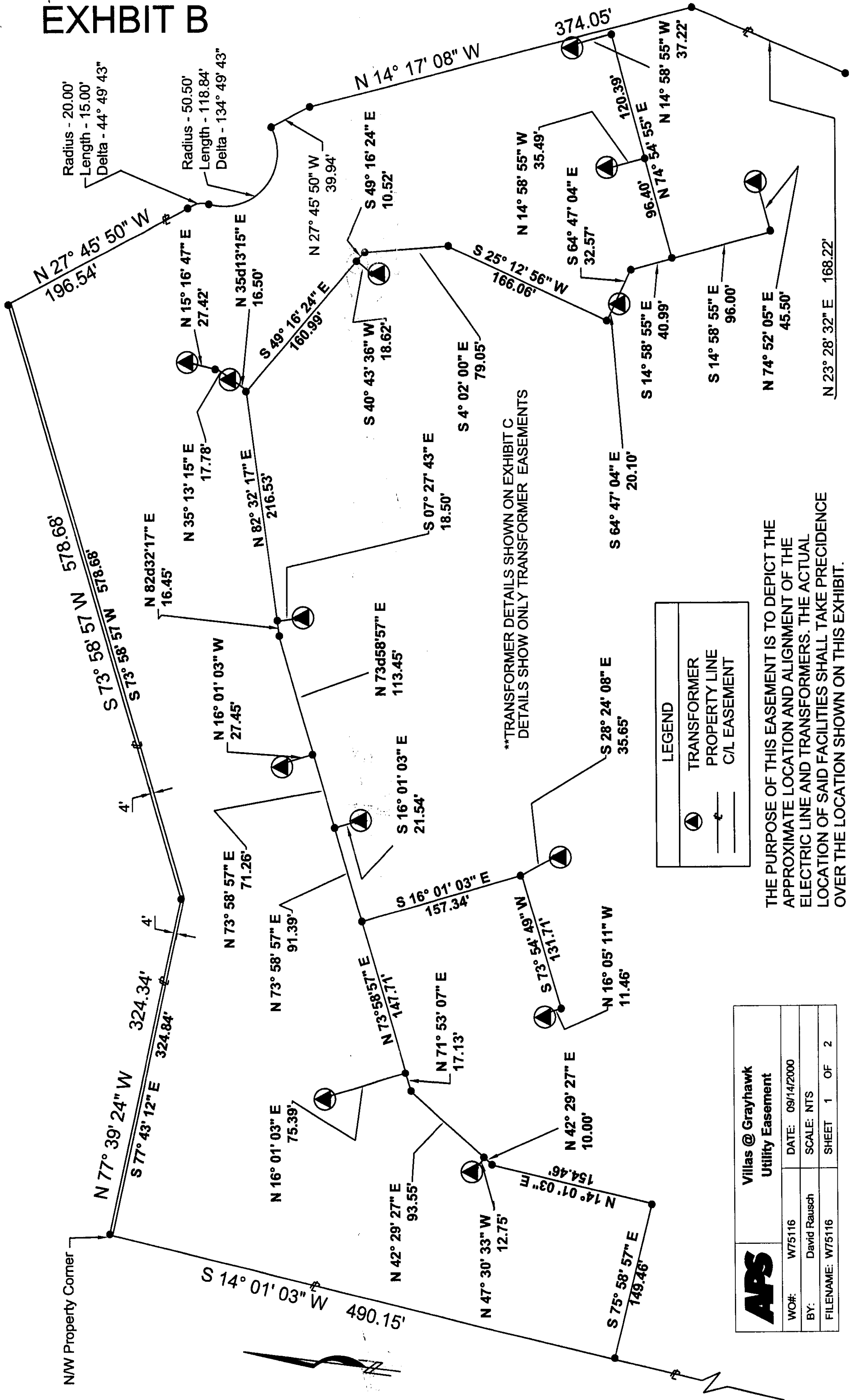
BY: David Rausch

SCALE: NTS

FILENAME: W75116

SHEET 3 OF 3

# EXHIBIT B



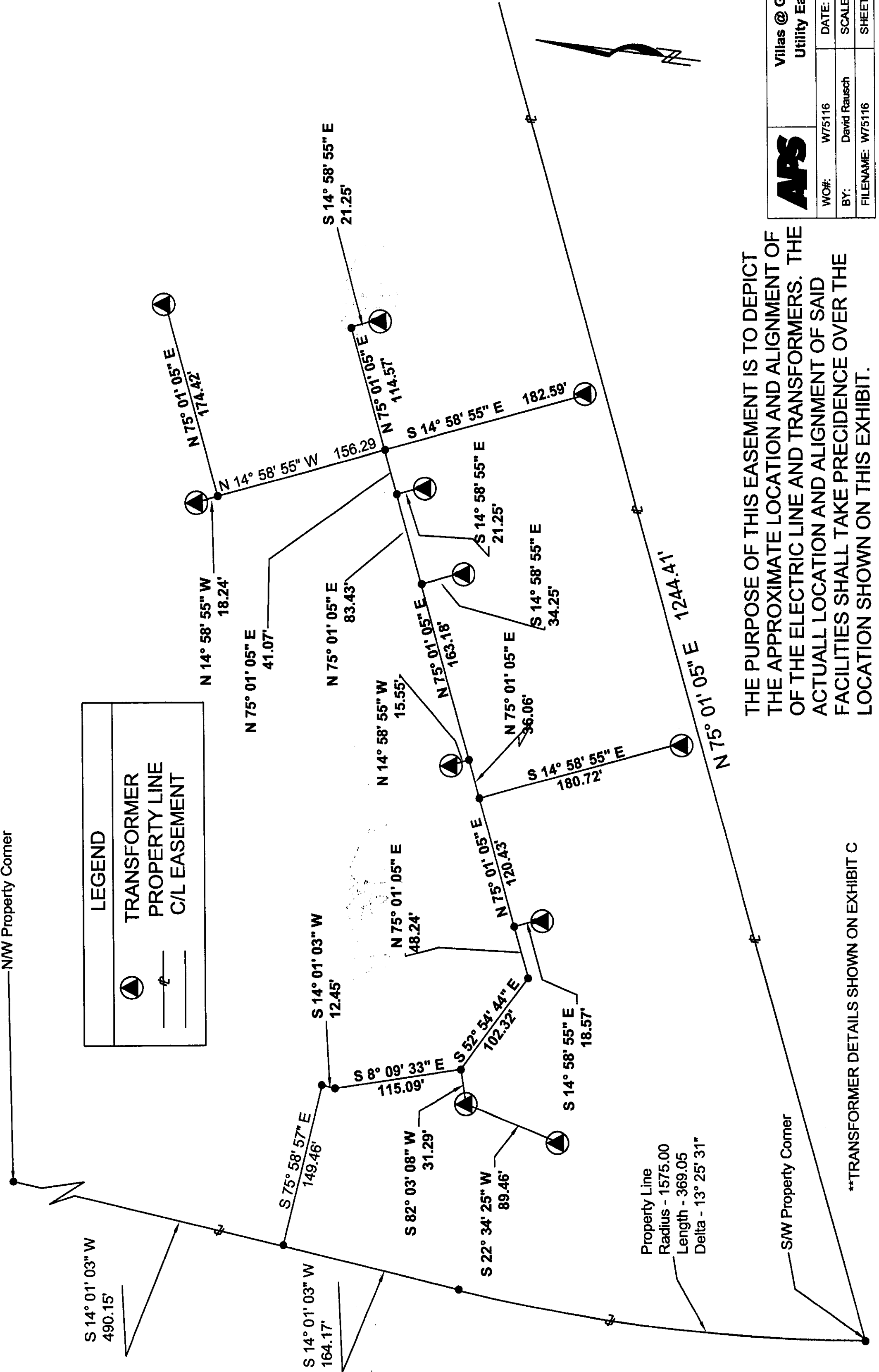
\*\*TRANSFORMER DETAILS SHOWN ON EXHIBIT C  
DETAILS SHOW ONLY TRANSFORMER EASEMENTS

LEGEND	
	TRANSFORMER
	PROPERTY LINE
	C/L EASEMENT




THE PURPOSE OF THIS EASEMENT IS TO DEPICT THE APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMERS. THE ACTUAL LOCATION OF SAID FACILITIES SHALL TAKE PRECEDENCE OVER THE LOCATION SHOWN ON THIS EXHIBIT.

<b>APS</b>		Villas @ Grayhawk Utility Easement	
WO#:	W75116	DATE:	09/14/2000
BY:	David Rausch	SCALE:	NTS
FILENAME:	W75116	SHEET	1 OF 2

# EXHIBIT B



**LEGEND**

 TRANSFORMER  
 PROPERTY LINE  
 C/L EASEMENT

Property Line  
 Radius - 1575.00  
 Length - 369.05  
 Delta - 13° 25' 31"

THE PURPOSE OF THIS EASEMENT IS TO DEPICT THE APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC LINE AND TRANSFORMERS. THE ACTUAL LOCATION AND ALIGNMENT OF SAID FACILITIES SHALL TAKE PRECEDENCE OVER THE LOCATION SHOWN ON THIS EXHIBIT.

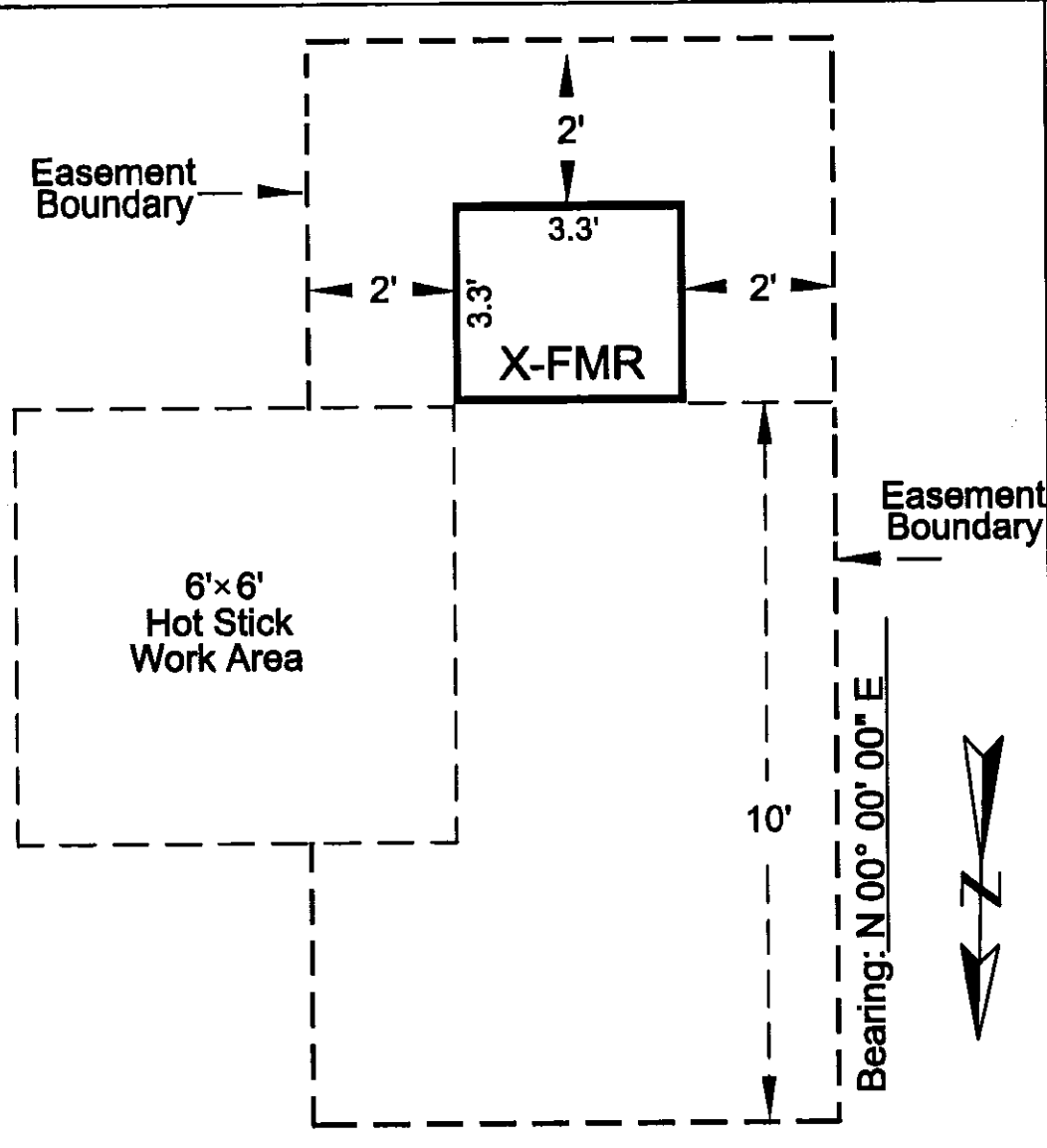
\*\*TRANSFORMER DETAILS SHOWN ON EXHIBIT C

<b>APS</b>	Villas @ Grayhawk Utility Easement		
	WO#: W75116	DATE: 09/14/2000	
	BY: David Rausch	SCALE: NTS	
	FILENAME: W75116	SHEET 2	OF 2

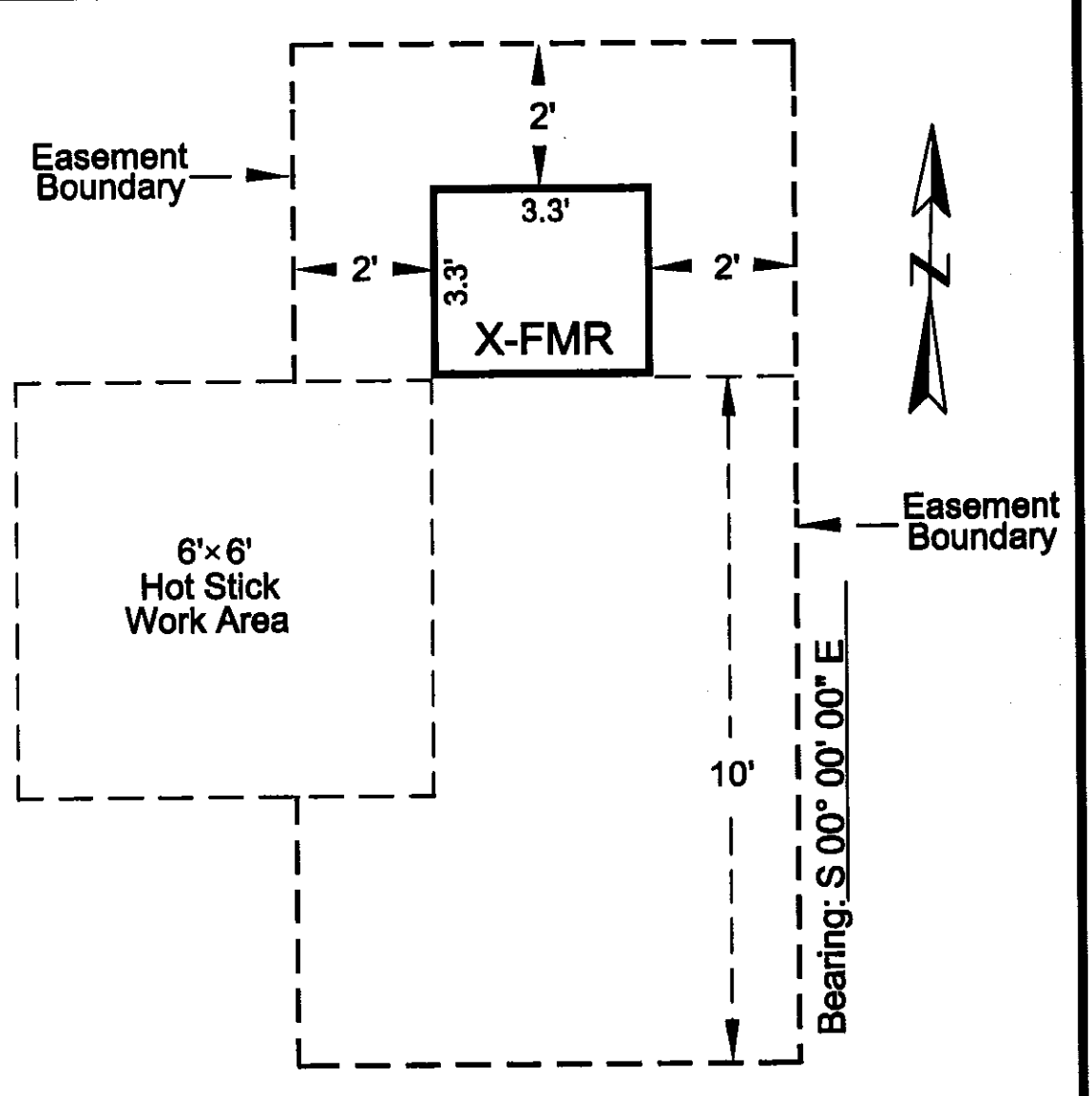
# EXHIBIT "C"

Sheet 1 of 1

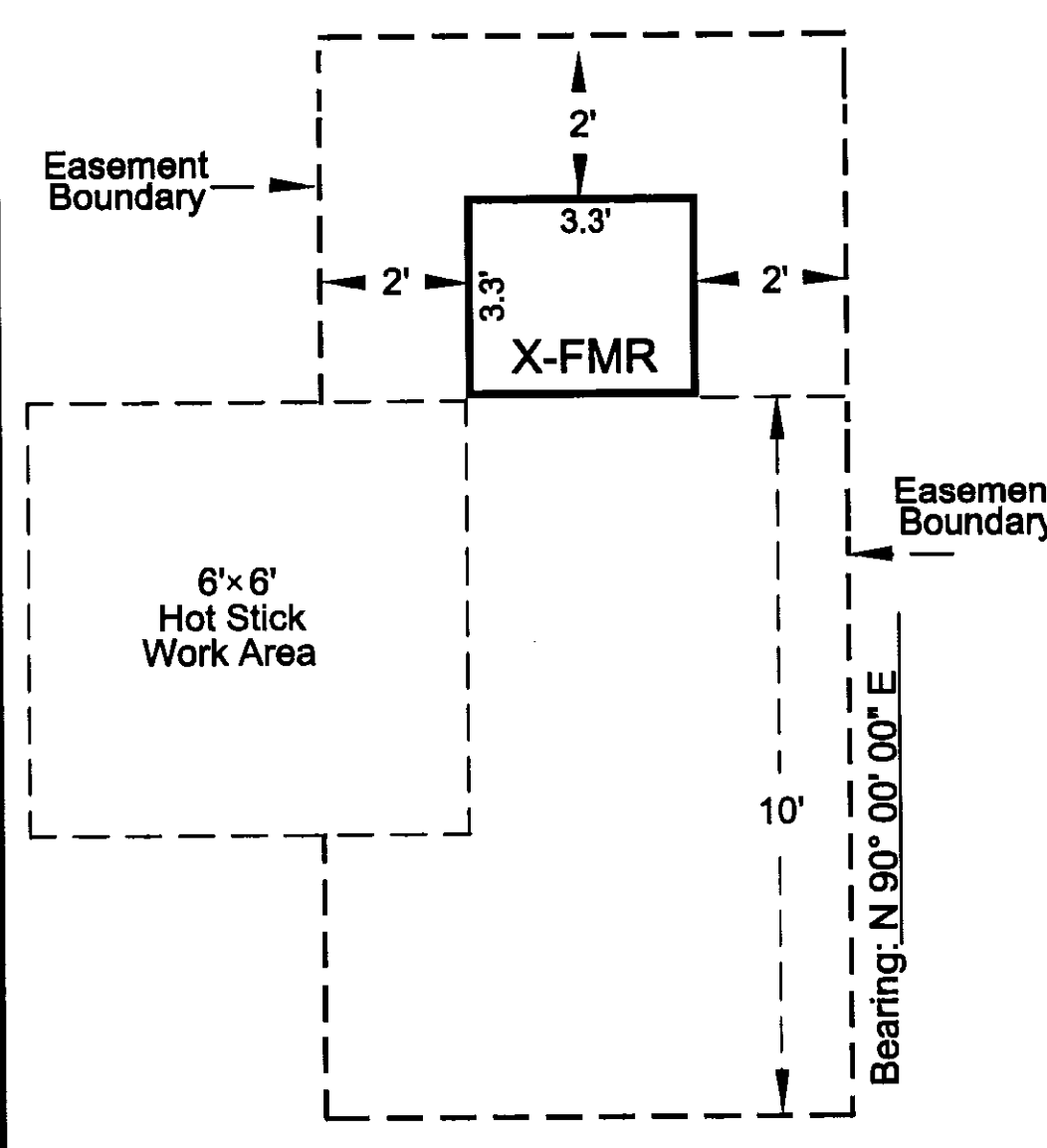
Sketch Showing The Location & Limits  
Of A Transformer Easement  
Job No. W75116



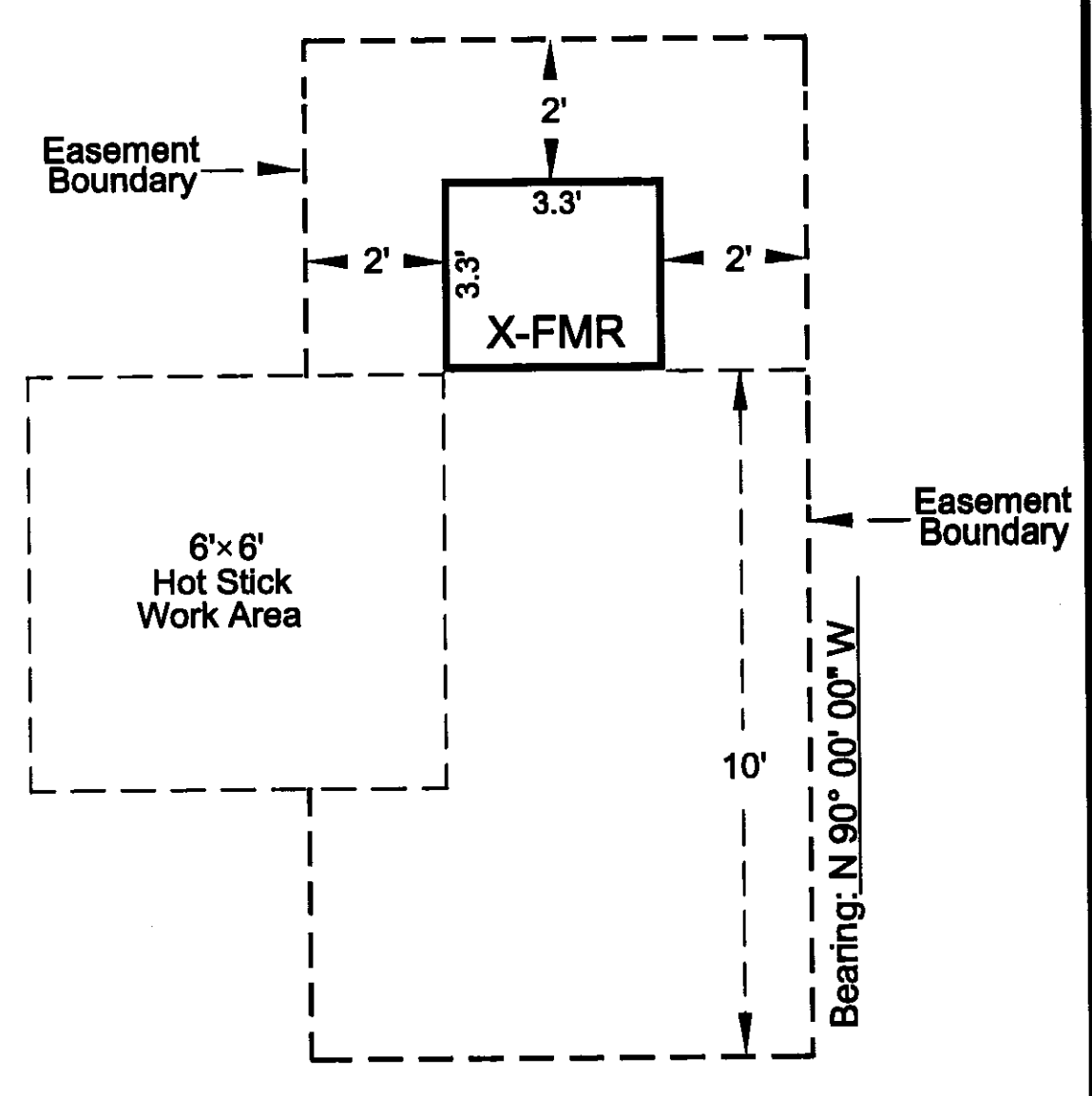
DOORS OPEN NORTH  
DETAIL T1



DOORS OPEN SOUTH  
DETAIL T2



DOORS OPEN EAST  
DETAIL T3



DOORS OPEN WEST  
DETAIL T4

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE TRANSFORMER EASEMENT. THE LOCATION AND ALIGNMENT OF THE TRANSFORMER AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.