

When recorded, return to:

Biskind, Hunt & McTee, P.L.C.
11201 North Tatum Boulevard, Suite 330
Phoenix, Arizona 85028
Attention: Gordon E. Hunt, Esq.

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DC RANCH PARCEL T4b,
SUPPLEMENT TO THE COVENANT,
AND AIRPORT NOTIFICATION**

1445715-003

1/10

This Supplemental Declaration of Covenants, Conditions and Restrictions for DC Ranch Parcel T4b, Supplement to The Covenant, and Airport Notification ("**Supplemental Declaration**") is made effective this 27th day of December, 2005, by DC RANCH L.L.C., an Arizona limited liability company ("**Declarant**").

A. Declarant is the developer of the master planned community located in the City of Scottsdale, Maricopa County, Arizona, commonly known as DC Ranch (the "**Development**"); and

B. Declarant executed the DC Ranch Community Council Amended and Restated Declaration of Covenants and Easements and recorded said document in the official records of Maricopa County, Arizona on July 16, 1999, as Document No. 99-0673268 (the "**Council Declaration**"); and

C. Declarant executed the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ranch and recorded said document in the official records of Maricopa County, Arizona on July 16, 1999, as Document No. 99-0673267 (the "**Ranch Declaration**"); and

D. Declarant executed The Covenant at DC Ranch and recorded said document in the official records of Maricopa County, Arizona on December 13, 1996, as Document No. 96-0868789, and re-recorded said document on May 5, 1997, as Document No. 97-0298843, and amended said document pursuant to the First Amendment to The Covenant at DC Ranch, recorded on July 16, 1999 as Document No. 99-0673266 (as amended, the "**Covenant**"); and

E. The Council Declaration and the Ranch Declaration each contemplates that supplemental declarations for parcels located within the Development will be executed and Recorded periodically as the development of the Development proceeds; and

F. The Covenant contemplates that additional land may be made subject to The Covenant in any manner, including by recordation of a Supplement to the Covenant; and

G. Declarant wishes to cause that portion of the Development described on Exhibit "A" attached hereto (the "**Tract**") to become subject to the Council Declaration, the Ranch Declaration and the Covenant, and to be developed in accordance with certain supplemental covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Tract shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, terms and provisions:

1. **Effectiveness**. Notwithstanding anything to the contrary in this Supplemental Declaration, the terms of this Supplemental Declaration, with the exception of the annexation of the Tract into the Covenant, pursuant to Paragraph 2 below, shall be effective only upon the earlier of the following: (a) the date on which the Plat (as defined in Paragraph 4 below) is recorded in the official records of Maricopa County, Arizona, or (b) July 1, 2006.

2. **Annexation**. Pursuant to Section 14.2 of the Council Declaration, Section 9.1 of the Ranch Declaration, and Section 2.1 of the Covenant, Declarant hereby declares that the Tract is and shall be subject to the terms and provisions of the Council Declaration, the Ranch Declaration and the Covenant, respectively.

3. **Land Use Classification**. The Land Use Classification (as such term is used in Exhibit "C" to the Council Declaration and Exhibit "D" to the Ranch Declaration) for the real property within the Tract shall be single-family residential, and construction on such real property shall be limited to single-family dwelling units and related common elements. Notwithstanding the foregoing, however, Declarant reserves to itself, and its successors and assigns (including without limitation any homebuilder in whose favor Declarant executes, acknowledges and records an assignment of rights), the right to construct and install within the Tract one or more temporary sales trailers, temporary construction trailers, model homes (and related parking areas), and other improvements used in connection with the construction and sale of single-family dwellings within the Tract and to use portions of the Tract for materials storage in connection with the construction and sale of single-family dwellings within the Tract; provided that all such improvements and materials; shall be removed from the Tract or (in the case of a model home) converted to a single-family dwelling unit promptly after the completion of all applicable construction and sale activity.

4. **Calculation of Units**. It is anticipated that the Tract initially will be subdivided into twenty-nine (29) residential single family lots (the "**Lots**") pursuant to a subdivision plat for the Tract (the "**Plat**"). Accordingly, for purposes of Exhibit "C" to the Council Declaration and Exhibit "D" to the Ranch Declaration, there shall be twenty-nine (29) Units in the Tract. If the Plat subdivides the Tract into greater or less than twenty-nine (29) Lots, or if the Plat is amended, such that the number of Lots in the Tract is greater or less than twenty-nine (29), then Declarant may, without obtaining the consent of any person who owns or holds any interest in any such Lot or any portion of the Tract, amend this Supplemental Declaration to correctly specify the total number of Lots within, and Units attributable to, the Tract. It is further anticipated that the Plat will include tracts that are specifically designated on the Plat as being intended to be further subdivided into residential and non-residential condominium units, or developed for non-residential uses; Declarant reserves the right, in such case, to record a separate

supplemental declaration against the tracts that are thereby further subdivided or developed, without obtaining the consent of any person who owns or holds any interest in any portion of such tracts, which supplemental declaration would, among other things, specify the number of Units within such tracts. Upon the recording of any such separate Supplemental Declaration against a particular tract or group of tracts (or portion thereof), this Supplemental Declaration shall no longer apply to such tract or group of tracts (or portion thereof).

5. **Neighborhoods.**

a. **Neighborhood Assessments for Parcel T4b.** The Lots may be designated by the Ranch Association as a separate Neighborhood (referred to in this instrument as the “**Parcel T4b Neighborhood**”), and may be subject to one or more separate Neighborhood Assessments levied by the Ranch Association with respect to certain relevant Neighborhood Expenses. The amount of the foregoing levy will be established by the Ranch Association in accordance with the terms of the Ranch Declaration.

b. **Neighborhood Assessments for Planning Unit V.** The Lots, together with certain other property within the Development located east of Thompson Peak Parkway and accessed from Thompson Peak Parkway by private streets, have been or will be designated by the Ranch Association as a Neighborhood (referred to in this instrument as the “**Planning Unit V Neighborhood**”), and will be subject to one or more Neighborhood Assessments levied by the Ranch Association with respect to certain relevant Neighborhood Expenses, including without limitation expenses associated with some or all of the private streets within the Planning Unit V Neighborhood, guardhouses located on Horseshoe Canyon Drive, and some or all of the open space areas, parks and other recreational facilities located within the Planning Unit V Neighborhood. The amount of the foregoing levy will be established by the Ranch Association in accordance with the terms of the Ranch Declaration.

c. **Voting Neighborhood.** Notwithstanding any designation of the Tract as the Parcel T4b Neighborhood or as part of the Planning Unit V Neighborhood, for purposes of allocating Neighborhood Assessments as set forth in Paragraphs 5(a) and 5(b) above, Declarant reserves the right to separately designate all or any portion of the Tract as a Neighborhood or as part of a larger Neighborhood for purposes of electing Voting Members pursuant to Section 6.4 of the Ranch Declaration, and for all related purposes.

6. **Commencement of Assessments.** Without limiting the provisions of Paragraph 5 above, the Lots are subject to all assessments, fees and other charges duly imposed pursuant to the Council Declaration and all assessments, fees and other charges duly imposed pursuant to the Ranch Declaration. The obligation to pay assessments, fees and other charges under the Council Declaration and assessments, fees and other charges under the Ranch Declaration shall commence as to all Lots effective as of the earlier to occur of the following dates: (a) the date that is twenty-four (24) months after the date of the recording of this Supplemental Declaration in the official records of Maricopa County, Arizona, and (b) the date on which Buyer consummates the sale of the first Lot to a third party with a completed residence on such Lot.

7. **Construction and Maintenance Requirements.** The construction of, and all modifications to, any and all improvements within the Lots (including landscaping) shall be subject to various approval requirements of the Covenant Commission, as set forth in The Covenant and in the Community Design Book adopted by the Covenant Commission with respect to residential construction, and all other rules, regulations, and design standards and guidelines adopted by the Covenant Commission with respect to the Tract from time to time. Each Lot owner shall be responsible for maintenance of all improvements, landscaping and natural open space areas (if any) within the Lot in accordance with the Community-Wide Standard applicable to the Development, all other requirements of the Governing Documents, and all other standards imposed by law; provided that Declarant hereby reserves to itself and the Community Council and the Ranch Association (or the agent or contractor of any of them) the right to enter upon such areas to perform such maintenance if the Lot owner fails to do so. Acceptance by the Community Council or the Ranch Association (as applicable) of improvements to be constructed in areas outside of the Lots shall be subject to compliance with the requirements of the Community Design Book and the Construction Guidelines and subject to the improvements' compliance with the requirements of The Covenant.

8. **Maintenance of Streetscape Areas.**

a. **General.** Any area that is located within a private street tract as shown on the Plat but outside of the private street improvements built within such private street tract, including any landscaping improvements located in such area (a "**Streetscape Area**"), shall be maintained by the owner of the adjacent Lot or common area tract (as applicable) in accordance with the Community-Wide Standard applicable to the Development, all other requirements of the Governing Documents, and all other standards imposed under applicable law, except that the Street Trees (as defined in Paragraph 8(b) below) and sidewalks running parallel to adjacent streets shall be maintained by Declarant or the Ranch Association as provided in Paragraph 7(b) below. The determination as to which Lot or common area tract is adjacent to a particular Streetscape Area shall be made by reference to the prolongation of the relevant Lot boundaries and/or common area tract boundaries. If a Lot owner shall fail to meet its maintenance obligations under this Paragraph 8, the Ranch Association shall have the right to perform such maintenance on behalf of such owner and to enter upon such owner's Lot to the extent reasonably necessary do so.

b. **Street Trees.** Declarant intends to install (or to cause homebuilders or other third parties to install) trees and irrigation facilities serving such trees in the areas located between the outside edge of the private street improvements and the sidewalks located along the perimeter of the Lots. Some of such trees and facilities may be within the boundaries of the Lots and some may be in the adjacent Streetscape Areas. Notwithstanding anything to the contrary in this Amended Supplemental Declaration, Declarant shall maintain and irrigate all such trees (the "**Street Trees**") until such time as the Ranch Association assumes responsibility for their maintenance and irrigation in accordance with applicable subdivision landscape turnover processes. So long as Declarant is responsible to perform such maintenance and irrigation, Declarant shall pay for all costs incurred in connection with such maintenance and irrigation; once the Ranch Association assumes responsibility for such maintenance and irrigation, the Ranch Association shall pay such costs, which it shall recover through a

Neighborhood Assessment levied against all Lots in Parcel T4b Neighborhood. Declarant hereby reserves to itself (and to any homebuilder or other third party it may designate) and hereby grants to the Association a perpetual, non-exclusive easement over each of the Lots for purposes of such access as may be reasonably necessary for the installation, maintenance and irrigation contemplated by this paragraph.

9. **Boundary Walls and Common Yard Walls**. For purposes of this Supplemental Declaration, the term “**Boundary Wall**” shall mean a landscape wall constructed on, or immediately adjacent to, the common boundary of an Area of Common Responsibility and a Lot, and the term “**Common Yard Wall**” shall mean a landscape wall constructed on, or immediately adjacent to, the common boundary of two Lots. The rights and duties of Lot owners and the Ranch Association with respect to Boundary Walls and Common Yard Walls shall be as follows:

a. The Ranch Association and the Lot owner who have a Boundary Wall on or adjacent to their common boundary shall both equally have the right to use such Boundary Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Boundary Wall by the other, and two Lot owners who have a Common Yard Wall on or adjacent to their common boundary shall both equally have the right to use such Common Yard Wall, provided that such use by one such party does not interfere with the use and enjoyment of such Common Yard Wall by the other;

b. If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of an adjacent Lot owner or any of such owner’s tenants, invitees, agents, guests or family members (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Lot owner to rebuild and repair the Boundary Wall or Common Yard Wall without cost to the Ranch Association or the other Lot owner (as applicable); provided that any liability imposed on a Lot owner hereunder shall not limit or prejudice the right of the Lot owner to pursue any available legal remedies against the person(s) causing such damage or destruction;

c. If any Boundary Wall or Common Yard Wall is damaged or destroyed through the act of the Ranch Association or any of its agents or contractors (whether or not such act is negligent or otherwise culpable), it shall be the obligation of the Ranch Association to rebuild and repair the Boundary Wall or Common Yard Wall (including restoration of any affected landscaping) without cost to the adjacent Lot owner(s); provided that any liability imposed on the Ranch Association hereunder shall not limit or prejudice the right of the Ranch Association to pursue any available legal remedies against the person(s) causing such damage or destruction;

d. If any Boundary Wall or Common Yard Wall is destroyed or damaged (including by deterioration from ordinary wear and tear), other than by the act of an adjacent Lot owner or any of such owner’s tenants, invitees, agents, contractors, guests or family members, it shall be the joint obligation of the Lot owner and the Ranch Association (in the case of a Boundary Wall), or the two Lot owners (in the case of a Common Yard Wall), to rebuild and repair such wall (including restoration of any affected landscaping) to its pre-existing condition at their joint expense, such expense to

be divided equally between them; provided, however, that if such damage or destruction is limited to the surface of a Boundary Wall or Common Yard Wall, then the obligation to repair such damage or destruction shall be the sole responsibility of the owner of the adjacent property toward which such surface faces, at such owner's sole expense;

e. In connection with any rebuilding or repair of a Boundary Wall or Common Wall in accordance with this Paragraph 9, each adjacent Lot owner (or the Ranch Association, if applicable) shall have the right to enter upon the adjacent Lot or Area of Common Responsibility as may be reasonably necessary in order to carry out such rebuilding or repair (including restoration of any affected landscaping).

f. Notwithstanding anything to the contrary herein contained, there shall be no modification of any Boundary Wall or impairment of the structural integrity of any Boundary Wall without the prior consent of the Ranch Association and the Covenant Commission, and there shall be no modification of any Common Yard Wall or impairment of the structural integrity of any Common Yard Wall without the prior consent of the owners of both adjacent Lots and the Covenant Commission;

g. Anything in the foregoing to the contrary notwithstanding, the Ranch Association shall have no responsibility for the maintenance, repair or replacement of any Boundary Wall pursuant to this Paragraph 9 unless and until it has approved the construction of such Boundary Wall and accepted in writing maintenance responsibility (to the extent provided herein) for such Boundary Wall, in accordance with applicable Ranch Association turnover processes;

h. If a Lot owner shall fail to meet its maintenance or repair obligations under this Paragraph 9, the Ranch Association shall have the right to perform such maintenance or repair on behalf of such owner and to enter upon such owner's Lot to the extent reasonably necessary do so;

i. If a portion of a Boundary Wall (in its original location as approved by the Ranch Association and Covenant Commission, or as it may be relocated with the approval of the Ranch Association and the Covenant Commission) encroaches onto a Lot or encroaches onto an Area of Common Responsibility, and if such encroachment does not at any point exceed three (3) feet from the relevant Lot boundary, then, for so long as such encroachment continues, (a) the owner of the property onto which the Boundary Wall encroaches (the "**Burdened Property**") shall be deemed to have granted an easement of access and enjoyment to the owner of the adjacent Lot or Area of Common Responsibility (the "**Benefited Property**") over that portion of the Burdened Property lying on the same side of the Boundary Wall as the Benefited Property (the "**Easement Area**"), and (b) the owner of the Benefited Property shall be responsible for maintenance of the Easement Area in accordance with all maintenance standards applicable to the adjacent portion of the Benefited Property, whether such maintenance standards are imposed pursuant to the Community Council Governing Documents, the Ranch Governing Documents, or any other governing law or agreement; and

j. The right of any Lot owner to contribution from the Ranch Association or from any other Lot owner under this Paragraph 9 shall be appurtenant to the land and shall pass to such Lot owner's successors in title.

10. **Pedestrian Lighting.** Declarant reserves to itself and its successors and assigns the right to install, remove, maintain, replace and repair lighting fixtures, related electrical lines and other related facilities, within the areas designated on the Plat as common area tracts, and within any and all other areas designated on the Plat as "Private Trail Easement" or "PVT.TR.E.", or as "Sidewalk Easement" or "S.W.E.", for the purpose of facilitating pedestrian use of private paths and private trails located within such common area tracts and other areas. The design and location of such fixtures, lines and related facilities shall be as determined by The Covenant Commission, consistent with the Community Design Book, and The Covenant Commission shall determine from time to time the days and hours of the day on which such lighting fixtures shall be operated.

11. **Revegetation.** Declarant reserves to itself and its successors and assigns an easement over, upon and across those portions of the Lots on which the natural vegetation is disturbed by the construction or installation of street improvements or other infrastructure improvements, for purposes of access as may be necessary (a) to revegetate such areas with native plants in accordance with the Environmental Design Study for DC Ranch Planning Units III, V and VI, approved by the City of Scottsdale in Zoning Case No. 54-ZN-89#2, (b) for purposes of installing, constructing, maintaining, replacing and repairing such irrigation controllers, backflow prevention devices, water lines, irrigation lines and other facilities, as needed in connection with such revegetation, and (c) to maintain all revegetated plants, to the extent, if any, Declarant deems such maintenance appropriate in connection with such revegetation.

12. **Adjacent Land Uses.**

a. **General.** Declarant hereby gives notice that the Tract is located adjacent to (a) currently vacant parcels intended for residential development, to the north, northeast and east, (b) a vacant parcel that may consist of retail, commercial, restaurant and/or office uses, to the west, (c) a parcel intended for development with a health club, to the west, (d) the proposed public trails and paths (pedestrian and equestrian) within the Desert Park located east of the Tract, public restrooms and related amenities serving such public paths and trails, turf areas, public art, and any other facilities constructed or installed in such area, (e) Copper Ridge Elementary School (K-8), including lighted ball fields, to the north and northwest, (f) land subject to an option held by the Scottsdale Unified School District, on which Declarant understands the District would build a high school if the option is exercised, (g) a proposed City tennis facility, located northwest of the Tract and north of said K-8 elementary school, and (h) property that is outside of the Development and is currently zoned for residential, to the south (though Developer disclaims any knowledge about the intended future development of such parcel). Each Lot owner, by taking title to a Lot acknowledges that Declarant makes no warranties or representations whatsoever that any land now owned or hereafter acquired by Declarant is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, that such use will continue in effect, and that Declarant reserves

the right to change the uses, densities and zoning of any property in the Development which Declarant owns without the consent of any Lot owner.

b. **Airport.** Each Lot owner, by taking title to a Lot, acknowledges (for such Lot owner and such Lot owner's family members, other occupants, successors and assigns) that: (a) the Tract is in close proximity to the Scottsdale Airport flight path and is located 2 miles or less from the Scottsdale Airport (the "Airport"), which is currently located generally between Frank Lloyd Wright Boulevard on the north, Pima Road on the east, Thunderbird Road on the south and Scottsdale Road on the west; (b) as of the date hereof, the Airport is operated as a general aviation reliever/commercial service airport for Scottsdale and North Phoenix, used generally for single engine and twin engine airplanes, corporate jets, helicopters and scheduled service turbo prop and jet aircraft; (c) aircraft taking off from and landing at the Airport may fly over the Tract and adjacent properties at altitudes which will vary with meteorological conditions, aircraft type, aircraft performance and pilot proficiency; (d) at the date hereof, the majority of aircraft takeoffs and landings occur daily between 6:00 a.m. and 11:00 p.m., but the Airport is open twenty-four (24) hours each day, so takeoffs and landings may occur at any hour of the day or night; (e) at the date hereof, the number of takeoffs and landings at the Airport average approximately 850 each day, but that number will vary and may increase with time if the number of its operations increases; (f) flights over the Tract or adjacent properties by aircraft taking off from or landing at the Airport may generate noise, the volume, pitch, amount and frequency of occurrence of which will vary depending on a number of factors, including without limitation the altitudes at which the aircraft fly, wind direction and other meteorological conditions and aircraft number and type, and may be affected by future changes in Airport activity; (g) as of the date hereof, management of the Airport has policies in place intended to help reduce or minimize aircraft noise and its influence on owners and occupants of properties in the vicinity of the Airport, but those policies may change over time and in addition other aspects of such policies (including, without limitation, those intended to promote safety) may be given preference over policies relating to limiting noise; and (h) such Lot owner (for such Lot owner and such Lot owner's family members, other occupants, successors and assigns) hereby accepts and assumes any and all risks, burdens and inconvenience caused by or associated with the Airport and its operations (including, without limitation, noise caused by or associated with aircraft flying over the subdivision, tract and adjacent properties), and agrees not to assert or make any claim and hereby waives and releases any claim arising out of or relating to the foregoing against (i) the City of Scottsdale, its officials, directors, commissioners, representatives, agents, servants and employees, (ii) DC Ranch Association, Inc. or DC Ranch Community Council, Inc., (iii) DC Ranch L.L.C., its direct and indirect owners, their respective directors, officers, partners, agents, employees, managers, trustees, and any successors or assigns of any of the foregoing.

13. **Enforcement.** The Community Council may recover from any Lot owner who fails to maintain its Lot or any portion thereof or any adjacent Streetscape Area, Boundary Wall, Common Yard Wall, Party Wall or Common Roof Structure or any portion thereof, as required by any of Paragraphs 7, 8 or 9 above, any and all costs incurred by the Community Council in performing such repair or maintenance on the owner's behalf pursuant to any of said Paragraphs 7, 8 or 9, as applicable. In addition, without limiting any other rights or remedies available to the Community Council, the Community Council may impose a Specific Assessment under the

Council Declaration against the owner's property within the Development in the amount of such costs or damages, which assessment shall be immediately due and payable upon delivery of notice of such assessment to the owner. All or any portion of the foregoing rights of the Community Council may be delegated to the Ranch Association pursuant to Section 6.10 of the Council Declaration (provided that any Specific Assessment levied by the Ranch Association in accordance with this paragraph shall be levied pursuant to the Ranch Declaration).

14. **Reservation of Right to Further Subdivide.** To the extent indicated on the Plat, Declarant hereby reserves to itself and subsequent owners of the Tract the right to further subdivide any and all common area tracts into condominium units or other parcels that will accommodate future residential and/or non-residential development. Declarant hereby reserves all rights, power and authority with respect to its review and approval or disapproval of any such subdivision.

15. **Interpretation.** This Supplemental Declaration shall run with the land within the Tract, shall be binding on all parties having or acquiring any right, title or interest in the Tract or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Council Declaration and the Ranch Declaration.

16. **Incorporation of Declarations.** The Council Declaration and the Ranch Declaration each is expressly incorporated herein and made a part hereof by this reference. Unless otherwise defined herein, every capitalized term and expression used herein shall have the same meaning as set forth for such terms and expressions in the Council Declaration and the Ranch Declaration, as applicable. In the event of any conflict between the terms of the Council Declaration or the Ranch Declaration and the terms of this Supplemental Declaration, the terms of the Council Declaration or the Ranch Declaration, as applicable, shall control.

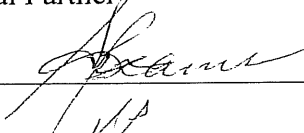
17. **Amendment.** This Supplemental Declaration may be amended in the same manner as the Ranch Declaration may be amended in accordance with the provisions of the Ranch Declaration.

IN WITNESS WHEREOF, Declarant has executed the foregoing instrument as of the date first set forth above.

DC RANCH L.L.C., an Arizona limited liability company

By: DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, Administrative Member

By: DMB GP, INC., an Arizona corporation, General Partner

By:  _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 21st day of December, 2005, by the Vice President, of DMB GP, INC., an Arizona corporation, in its capacity as General Partner of DMB PROPERTY VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as Administrative Member of DC RANCH L.L.C., an Arizona limited liability company, for and on behalf thereof.

*by Mindy Himmel
D.M.A.*

Mindy E. Himmel
Notary Public

My Commission Expires:
Sept. 7, 2007

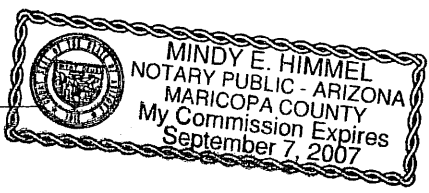


Exhibit "A"

Wood, Patel & Associates, Inc.
(480) 834-3300
www.woodpatel.com

December 5, 2005
WP# 052474.80

PARCEL DESCRIPTION
DC Ranch T4B
Proposed Parcel 1

A parcel of land lying within Section 29, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at south quarter corner of said Section 29, a General Land Office (G.L.O.) brass cap, from which the southeast corner of said Section 29, a G.L.O. brass cap, bears North 89°47'45" East (basis of bearing), a distance of 2644.56 feet;

THENCE along the south line of said section, North 89°47'45" East, a distance of 12.21 feet;

THENCE leaving said south line, North 00°12'15" West, a distance of 1244.46 feet, to the beginning of a non-tangent curve and the **POINT OF BEGINNING**;

THENCE northerly along said curve, having a radius of 82.05 feet, concave westerly, whose radius bears North 82°16'44" West, through a central angle of 08°58'22", a distance of 12.85 feet, to a point of intersection with a non-tangent line;

THENCE North 00°16'14" East, a distance of 82.21 feet, to southerly line of DC Ranch T4 as shown on final plat recorded in Book 792, Page 48, Maricopa County Records (M.C.R.);

THENCE along said southerly line, North 76°54'22" East, a distance of 63.95 feet;

THENCE North 59°18'14" East, a distance of 238.50 feet, to the westerly line of East Siesta Lane of said DC Ranch T4 and a point of intersection with a non-tangent curve;

THENCE along said westerly line, southeasterly along said curve, having a radius of 242.50 feet, concave northeasterly, whose radius bears North 67°34'40" East, through a central angle of 25°30'31", a distance of 107.96 feet, to a point of reverse curvature;

THENCE leaving said southerly line and said westerly line, southerly along said curve, having a radius of 27.00 feet, concave westerly, through a central angle of 81°02'03", a distance of 38.19 feet, to the curve's end;

THENCE South 33°06'12" West, a distance of 76.53 feet, to the beginning of a curve;

THENCE southwestwardly along said curve, having a radius of 27.00 feet, concave northwestwardly, through a central angle of 55°56'39", a distance of 26.36 feet, to a point of reverse curvature;

THENCE westerly along said curve, having a radius of 48.00 feet, concave southerly, through a central angle of 23°50'52", a distance of 19.98 feet, to a point of compound curvature;

THENCE southwestwardly along said curve, having a radius of 203.00 feet, concave southeasterly, through a central angle of 23°18'33", a distance of 82.59 feet, to a point of compound curvature;

THENCE southwestwardly along said curve, having a radius of 70.13 feet, concave southeasterly, through a central angle of 28°23'04", a distance of 34.74 feet, to a point of reverse curvature;

THENCE southwestwardly along said curve, having a radius of 27.00 feet, concave northwestwardly, through a central angle of 62°23'23", a distance of 29.40 feet, to a point of compound curvature;

THENCE westerly along said curve, having a radius of 135.00 feet, concave northerly, through a central angle of 42°58'00", a distance of 101.24 feet, to the curve's end;

**Parcel Description
DC Ranch T4B
Proposed Parcel 1**

December 5, 2005
WP# 052474.80

THENCE North 61°08'16" West, a distance of 10.76 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 27.00 feet, concave easterly, through a central angle of 87°52'39", a distance of 41.41 feet, to a point of intersection with a non-tangent line;
THENCE North 61°08'16" West, a distance of 35.63 feet, to the **POINT OF BEGINNING**.

Containing 1.3367 acres, or 58,225 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Map of Dedication for DC Ranch Thompson Peak Parkway Infrastructure from Horseshoe Canyon Drive to the South Boundary Line recorded in Book 657, page 11, M.C.R. and the Village Health Studio as described in Document No. 2004-0355084, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April, 1995 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\Parcel Descriptions\052474.80 DC Ranch Proposed T4B Parcel 1.doc



Exhibit A, Page 3 of 19, a graphic depiction of the foregoing parcel description, has been removed from this document prior to recording, but it remains a part of the original document. Persons with an interest in the relevant real property may obtain a copy of said page from the parties to this document.

PARCEL DESCRIPTION
DC Ranch T4B
Proposed Parcel 2

A parcel of land lying within Section 29, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at south quarter corner of said Section 29, a General Land Office (G.L.O.) brass cap, from which the southeast corner of said Section 29, a G.L.O. brass cap, bears North 89°47'45" East (basis of bearing), a distance of 2644.56 feet;

THENCE along the south line of said section, North 89°47'45" East, a distance of 381.10 feet;

THENCE leaving said south line, North 00°12'15" West, a distance of 961.82 feet, to the beginning of a non-tangent curve and the **POINT OF BEGINNING**;

THENCE northwesterly along said curve, having a radius of 115.00 feet, concave southwesterly, whose radius bears South 41°31'15" West, through a central angle of 25°11'16", a distance of 50.56 feet, to the curve's end;

THENCE North 73°40'01" West, a distance of 0.46 feet, to the beginning of a curve;

THENCE northwesterly along said curve, having a radius of 85.00 feet, concave northeasterly, through a central angle of 67°42'10", a distance of 100.44 feet, to the curve's end;

THENCE North 05°57'52" West, a distance of 31.43 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 27.00 feet, concave southeasterly, through a central angle of 64°22'46", a distance of 30.34 feet, to a point of reverse curvature;

THENCE northeasterly along said curve, having a radius of 70.13 feet, concave northwesterly, through a central angle of 34°05'58", a distance of 41.74 feet, to a point of compound curvature;

THENCE northerly along said curve, having a radius of 203.00 feet, concave westerly, through a central angle of 23°17'25", a distance of 82.52 feet, to a point of intersection with a non-tangent curve;

THENCE northerly along said curve, having a radius of 48.00 feet, concave westerly, whose radius bears North 88°54'48" West, through a central angle of 23°55'39", a distance of 20.05 feet, to a point of reverse curvature;

THENCE northerly along said curve, having a radius of 27.00 feet, concave easterly, through a central angle of 55°56'39", a distance of 26.36 feet, to the curve's end;

THENCE North 33°06'12" East, a distance of 76.53 feet, to the beginning of a curve;

THENCE easterly along said curve, having a radius of 27.00 feet, concave southerly, through a central angle of 81°02'03", a distance of 38.19 feet, to the southerly line of East Siesta Lane of DC Ranch T4 as shown on final plat recorded in Book 792, Page 48, Maricopa County Records (M.C.R.) and a point of reverse curvature;

THENCE along said southerly line, easterly along said curve, having a radius of 242.50 feet, concave northerly, through a central angle of 10°26'22", a distance of 44.18 feet, to the curve's end;

THENCE South 76°18'07" East, a distance of 71.51 feet;

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THENCE leaving said southerly line, South 06°54'09" West, a distance of 69.91 feet;
THENCE North 83°05'51" West, a distance of 13.96 feet;
THENCE South 06°54'09" West, a distance of 25.91 feet;
THENCE South 83°05'51" East, a distance of 9.96 feet;
THENCE South 06°54'09" West, a distance of 66.83 feet;
THENCE North 83°05'51" West, a distance of 10.87 feet;
THENCE South 06°54'09" West, a distance of 58.71 feet;
THENCE North 83°05'51" West, a distance of 5.42 feet;
THENCE South 06°54'09" West, a distance of 39.37 feet;
THENCE North 83°05'51" West, a distance of 22.42 feet;
THENCE South 07°00'58" West, a distance of 48.59 feet;
THENCE North 83°05'51" West, a distance of 6.58 feet;
THENCE South 06°54'09" West, a distance of 3.50 feet;
THENCE North 83°05'51" West, a distance of 12.56 feet;
THENCE South 06°54'09" West, a distance of 10.61 feet;
THENCE South 41°31'33" West, a distance of 51.97 feet, to the **POINT OF BEGINNING**.

Containing 1.3453 acres, or 58,602 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Map of Dedication for DC Ranch Thompson Peak Parkway Infrastructure from Horseshoe Canyon Drive to the South Boundary Line recorded in Book 657, page 11, M.C.R. and the Village Health Studio as described in Document No. 2004-0355084, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April, 1995 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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Exhibit A, Page 6 of 19, a graphic depiction of the foregoing parcel description, has been removed from this document prior to recording, but it remains a part of the original document. Persons with an interest in the relevant real property may obtain a copy of said page from the parties to this document.

Wood, Patel & Associates, Inc.
(480) 834-3300
www.woodpatel.com

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WP# 052474.80

PARCEL DESCRIPTION
DC Ranch T4B
Proposed Parcel 3

A parcel of land lying within Section 29, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at south quarter corner of said Section 29, a General Land Office (G.L.O.) brass cap, from which the southeast corner of said Section 29, a G.L.O. brass cap, bears North 89°47'45" East (basis of bearing), a distance of 2644.56 feet;
THENCE along the south line of said section, North 89°47'45" East, a distance of 247.10 feet;
THENCE leaving said south line, North 00°12'15" West, a distance of 164.44 feet, to the easterly line of Village Health Studio as described in Document No. 2004-0355084, Maricopa County Records (M.C.R.) and the **POINT OF BEGINNING**;
THENCE along said easterly line, North 18°38'09" West, a distance of 314.19 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said curve, having a radius of 178.00 feet, concave easterly, whose radius bears North 71°20'44" East, through a central angle of 19°44'29", a distance of 61.33 feet, to the curve's end;
THENCE North 01°05'12" East, a distance of 120.92 feet;
THENCE North 03°21'09" West, a distance of 43.49 feet, to the northeasterly corner of said Village Health Studio;
THENCE leaving said easterly line, along the northerly line of said Village Health Studio, North 89°38'09" West, a distance of 18.15 feet;
THENCE leaving said northerly line, North 01°05'14" East, a distance of 41.57 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said curve, having a radius of 259.14 feet, concave westerly, whose radius bears North 87°12'22" West, through a central angle of 42°18'27", a distance of 191.35 feet, to a point of intersection with a non-tangent line;
THENCE South 61°37'40" West, a distance of 118.69 feet;
THENCE North 28°22'20" West, a distance of 81.33 feet;
THENCE North 61°37'40" East, a distance of 25.00 feet;
THENCE North 28°22'20" West, a distance of 20.00 feet;
THENCE North 61°37'40" East, a distance of 18.00 feet;
THENCE North 28°22'20" West, a distance of 76.29 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said curve, having a radius of 24.50 feet, concave easterly, whose radius bears North 84°19'35" East, through a central angle of 25°12'55", a distance of 10.78 feet, to the curve's end;

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THENCE North 19°32'29" East, a distance of 31.53 feet;
THENCE South 71°48'00" East, a distance of 1.00 feet;
THENCE North 18°12'00" East, a distance of 22.31 feet;
THENCE North 70°27'31" West, a distance of 22.95 feet;
THENCE North 24°26'59" East, a distance of 36.91 feet;
THENCE South 65°27'31" East, a distance of 1.04 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said curve, having a radius of 24.29 feet, concave northerly, whose radius bears North 20°09'00" East, through a central angle of 10°20'33", a distance of 4.38 feet, to a point of intersection with a non-tangent line;
THENCE North 28°54'15" East, a distance of 91.74 feet;
THENCE South 89°36'10" East, a distance of 7.14 feet;
THENCE South 61°05'45" East, a distance of 11.42 feet;
THENCE North 28°51'42" East, a distance of 23.66 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 61.95 feet, concave westerly, through a central angle of 19°51'47", a distance of 21.48 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said curve, having a radius of 82.05 feet, concave westerly, whose radius bears North 81°46'14" West, through a central angle of 00°30'30", a distance of 0.73 feet, to a point of intersection with a non-tangent line;
THENCE South 61°08'16" East, a distance of 35.63 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said curve, having a radius of 27.00 feet, concave easterly, whose radius bears South 63°15'37" East, through a central angle of 87°52'39", a distance of 41.41 feet, to the curve's end;
THENCE South 61°08'16" East, a distance of 10.76 feet, to the beginning of a curve;
THENCE easterly along said curve, having a radius of 135.00 feet, concave northerly, through a central angle of 42°58'00", a distance of 101.24 feet, to a point of compound curvature;
THENCE northeasterly along said curve, having a radius of 27.00 feet, concave northwesterly, through a central angle of 62°23'23", a distance of 29.40 feet, to a point of reverse curvature;
THENCE northeasterly along said curve, having a radius of 70.13 feet, concave southeasterly, through a central angle of 28°23'04", a distance of 34.74 feet, to a point of compound curvature;
THENCE northeasterly along said curve, having a radius of 203.00 feet, concave southeasterly, through a central angle of 23°18'33", a distance of 82.59 feet, to a point of compound curvature;
THENCE easterly along said curve, having a radius of 48.00 feet, concave southerly, through a central angle of 23°50'52", a distance of 19.98 feet, to a point of reverse curvature;
THENCE northeasterly along said curve, having a radius of 27.00 feet, concave northwesterly, through a central angle of 55°56'39", a distance of 26.36 feet, to the curve's end;
THENCE North 33°06'12" East, a distance of 76.53 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 27.00 feet, concave westerly, through a central angle of 81°02'03", a distance of 38.19 feet, to the southerly line of East Siesta Lane of DC Ranch T4 as shown on final plat recorded in Book 792, page 48, M.C.R. and a point of cusp with a reverse direction curve;
THENCE along said southerly line, southeasterly along said curve, having a radius of 242.50 feet, concave northeasterly, whose radius bears North 42°04'08" East, through a central angle of 17°55'53", a distance of 75.89 feet, to a point of cusp with a reverse direction curve;

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THENCE leaving said southerly line, westerly along said curve, having a radius of 27.00 feet, concave southerly, whose radius bears South 24°08'15" West, through a central angle of 81°02'03", a distance of 38.19 feet, to the curve's end;

THENCE South 33°06'12" West, a distance of 76.53 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 27.00 feet, concave easterly, through a central angle of 55°56'39", a distance of 26.36 feet, to a point of reverse curvature;

THENCE southerly along said curve, having a radius of 48.00 feet, concave westerly, through a central angle of 23°55'39", a distance of 20.05 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 203.00 feet, concave westerly, whose radius bears North 88°58'28" West, through a central angle of 23°17'25", a distance of 82.52 feet, to a point of compound curvature;

THENCE southwesterly along said curve, having a radius of 70.13 feet, concave northwesterly, through a central angle of 34°05'58", a distance of 41.74 feet, to a point of reverse curvature;

THENCE southwesterly along said curve, having a radius of 27.00 feet, concave southeasterly, through a central angle of 64°22'46", a distance of 30.34 feet, to the curve's end;

THENCE South 05°57'52" East, a distance of 31.43 feet, to the beginning of a curve;

THENCE southeasterly along said curve, having a radius of 85.00 feet, concave northeasterly, through a central angle of 67°42'10", a distance of 100.44 feet, to the curve's end;

THENCE South 73°40'01" East, a distance of 0.46 feet, to the beginning of a curve;

THENCE southeasterly along said curve, having a radius of 115.00 feet, concave southwesterly, through a central angle of 25°11'16", a distance of 50.56 feet, to a point of intersection with a non-tangent line;

THENCE North 41°31'33" East, a distance of 8.00 feet, to a point of intersection with a non-tangent curve;

THENCE southeasterly along said curve, having a radius of 123.00 feet, concave southwesterly, whose radius bears South 41°31'33" West, through a central angle of 33°50'18", a distance of 72.64 feet, to the curve's end;

THENCE South 14°38'09" East, a distance of 8.34 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 15.50 feet, concave westerly, whose radius bears South 30°33'40" West, through a central angle of 89°36'22", a distance of 24.25 feet, to a point of intersection with a non-tangent line;

THENCE South 14°38'09" East, a distance of 8.42 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 123.00 feet, concave westerly, through a central angle of 59°10'32", a distance of 127.04 feet, to a point of intersection with a non-tangent line;

THENCE North 30°08'30" West, a distance of 8.32 feet, to a point of intersection with a non-tangent curve;

THENCE southwesterly along said curve, having a radius of 115.00 feet, concave northwesterly, whose radius bears North 46°33'19" West, through a central angle of 00°57'01", a distance of 1.91 feet, to the curve's end;

THENCE South 44°23'42" West, a distance of 63.65 feet, to the beginning of a curve;

THENCE southwesterly along said curve, having a radius of 85.00 feet, concave southeasterly, through a central angle of 39°29'07", a distance of 58.58 feet, to the curve's end;

THENCE South 04°54'35" West, a distance of 44.31 feet, to the beginning of a curve;

THENCE southerly along said curve, having a radius of 135.00 feet, concave easterly, through a central angle of 24°00'00", a distance of 56.55 feet, to the curve's end;

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THENCE South 19°05'25" East, a distance of 60.93 feet, to the beginning of a curve;
THENCE southerly along said curve, having a radius of 165.00 feet, concave westerly, through a central angle of 17°15'09", a distance of 49.68 feet, to a point of reverse curvature;
THENCE southerly along said curve, having a radius of 135.00 feet, concave easterly, through a central angle of 17°15'09", a distance of 40.65 feet, to the curve's end;
THENCE South 19°05'25" East, a distance of 86.23 feet, to the beginning of a curve;
THENCE southerly along said curve, having a radius of 165.00 feet, concave westerly, through a central angle of 16°47'48", a distance of 48.37 feet, to a point of compound curvature;
THENCE southerly along said curve, having a radius of 165.00 feet, concave westerly, through a central angle of 08°04'13", a distance of 23.24 feet, to a point of reverse curvature;
THENCE southerly along said curve, having a radius of 12.00 feet, concave easterly, through a central angle of 31°11'48", a distance of 6.53 feet, to the curve's end;
THENCE South 25°25'12" East, a distance of 43.75 feet, to the beginning of a curve;
THENCE southerly along said curve, having a radius of 18.00 feet, concave westerly, through a central angle of 25°10'57", a distance of 7.91 feet, to the curve's end;
THENCE South 00°14'15" East, a distance of 24.09 feet, to the beginning of a curve;
THENCE southwesterly along said curve, having a radius of 18.00 feet, concave northwesterly, through a central angle of 71°36'06", a distance of 22.49 feet, to the curve's end;
THENCE South 71°21'51" West, a distance of 11.23 feet;
THENCE South 18°38'09" East, a distance of 87.74 feet;
THENCE South 71°21'51" West, a distance of 30.00 feet;
THENCE North 18°38'09" West, a distance of 90.72 feet, to a point of intersection with a non-tangent curve;
THENCE northwesterly along said curve, having a radius of 18.00 feet, concave northeasterly, whose radius bears North 14°49'02" East, through a central angle of 20°16'30", a distance of 6.37 feet, to the curve's end;
THENCE North 54°54'27" West, a distance of 32.67 feet, to the beginning of a curve;
THENCE northwesterly along said curve, having a radius of 18.00 feet, concave northeasterly, through a central angle of 21°17'48", a distance of 6.69 feet, to a point of intersection with a non-tangent line;
THENCE South 78°39'59" West, a distance of 11.80 feet;
THENCE North 81°56'46" West, a distance of 17.28 feet;
THENCE South 71°21'51" West, a distance of 61.07 feet, to the **POINT OF BEGINNING**.

Containing 6.8518 acres, or 298,463 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Map of Dedication for DC Ranch Thompson Peak Parkway Infrastructure from Horseshoe Canyon Drive to the South Boundary Line recorded in Book 657, page 11, M.C.R. and the Village Health Studio as described in Document No. 2004-0355084, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April, 1995 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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Exhibit A, Page 11 of 19, a graphic depiction of the foregoing parcel description, has been removed from this document prior to recording, but it remains a part of the original document. Persons with an interest in the relevant real property may obtain a copy of said page from the parties to this document.

PARCEL DESCRIPTION
DC Ranch T4B
Proposed Parcel 4

A parcel of land lying within Section 29, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 29, a General Land Office (G.L.O.) brass cap, from which the southwest quarter corner of Section 29, a G.L.O. brass cap, bears North 89°47'17" West (basis of bearing), a distance of 2642.74 feet.

THENCE along the south line of said section, North 89°47'17" West, a distance of 5.77 feet;

THENCE leaving said south line, North 00°12'43" East, a distance of 688.54 feet, to the northerly line of Village Health Studio as described in Document No. 2004-0355084, Maricopa County Records (M.C.R.) and the **POINT OF BEGINNING**;

THENCE leaving said northerly line, North 00°53'59" West, a distance of 26.65 feet;

THENCE South 89°06'01" West, a distance of 3.47 feet, to the beginning of a curve;

THENCE northwesterly along said curve, having a radius of 15.00 feet, concave northeasterly, through a central angle of 88°39'21", a distance of 23.21 feet, to a point of reverse curvature;

THENCE northerly along said curve, having a radius of 203.00 feet, concave westerly, through a central angle of 23°48'31", a distance of 84.35 feet, to a point of reverse curvature;

THENCE northerly along said curve, having a radius of 15.00 feet, concave easterly, through a central angle of 87°40'48", a distance of 22.95 feet, to the curve's end;

THENCE North 61°37'40" East, a distance of 2.68 feet;

THENCE North 28°22'20" West, a distance of 21.17 feet;

THENCE North 61°37'40" East, a distance of 118.69 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 259.14 feet, concave westerly, whose radius bears South 50°29'11" West, through a central angle of 42°18'27", a distance of 191.35 feet, to a point of intersection with a non-tangent line;

THENCE South 01°05'14" West, a distance of 41.57 feet, to said northerly line;

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THENCE along said northerly line, North 89°38'09" West, a distance of 121.63 feet, to the **POINT OF BEGINNING**.

Containing 0.6185 acres, or 26,942 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the Map of Dedication for DC Ranch Thompson Peak Parkway Infrastructure from Horseshoe Canyon Drive to the South Boundary Line recorded in Book 657, page 11, M.C.R. and the Village Health Studio as described in Document No. 2004-0355084, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April, 1995 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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Exhibit A, Page 14 of 19, a graphic depiction of the foregoing parcel description, has been removed from this document prior to recording, but it remains a part of the original document. Persons with an interest in the relevant real property may obtain a copy of said page from the parties to this document.

PARCEL DESCRIPTION
DC Ranch T4B
Proposed Parcel 5

A parcel of land lying within Section 29, Township 4 North, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 29, a General Land Office (G.L.O.) brass cap, from which the southeast corner of said Section 29, a G.L.O. brass cap, bears North 89°47'45" East (basis of bearing), a distance of 2644.56 feet;

THENCE along the south line of said section, North 89°47'45" East, a distance of 247.10 feet;

THENCE leaving said south line, North 00°12'15" West, a distance of 164.44 feet, to the easterly line of Village Health Studio as described in Document No. 2004-0355084, Maricopa County Records (M.C.R.) and the **POINT OF BEGINNING**;

THENCE leaving said easterly line, North 71°21'51" East, a distance of 61.07 feet;

THENCE South 81°56'46" East, a distance of 17.28 feet;

THENCE North 78°39'59" East, a distance of 11.80 feet, to a point of intersection with a non-tangent curve;

THENCE southeasterly along said curve, having a radius of 18.00 feet, concave northeasterly, whose radius bears North 56°23'21" East, through a central angle of 21°17'48", a distance of 6.69 feet, to the curve's end;

THENCE South 54°54'27" East, a distance of 32.67 feet, to the beginning of a curve;

THENCE southeasterly along said curve, having a radius of 18.00 feet, concave northeasterly, through a central angle of 20°16'30", a distance of 6.37 feet, to a point of intersection with a non-tangent line;

THENCE South 18°38'09" East, a distance of 90.72 feet;

THENCE North 71°21'51" East, a distance of 30.00 feet;

THENCE North 18°38'09" West, a distance of 87.74 feet;

THENCE North 71°21'51" East, a distance of 11.23 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 18.00 feet, concave northwesterly, through a central angle of 71°36'06", a distance of 22.49 feet, to the curve's end;

THENCE North 00°14'15" West, a distance of 24.09 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 18.00 feet, concave westerly, through a central angle of 25°10'57", a distance of 7.91 feet, to the curve's end;

THENCE North 25°25'12" West, a distance of 43.75 feet, to the beginning of a curve;

THENCE northerly along said curve, having a radius of 12.00 feet, concave easterly, through a central angle of 31°11'48", a distance of 6.53 feet, to a point of reverse curvature;

THENCE northerly along said curve, having a radius of 165.00 feet, concave westerly, through a central angle of 08°04'13", a distance of 23.24 feet, to a point of compound curvature;

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THENCE northerly along said curve, having a radius of 165.00 feet, concave westerly, through a central angle of 16°47'48", a distance of 48.37 feet, to the curve's end;
THENCE North 19°05'25" West, a distance of 86.23 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 135.00 feet, concave easterly, through a central angle of 17°15'09", a distance of 40.65 feet, to a point of reverse curvature;
THENCE northerly along said curve, having a radius of 165.00 feet, concave westerly, through a central angle of 17°15'09", a distance of 49.68 feet, to the curve's end;
THENCE North 19°05'25" West, a distance of 60.93 feet, to the beginning of a curve;
THENCE northerly along said curve, having a radius of 135.00 feet, concave easterly, through a central angle of 24°00'00", a distance of 56.55 feet, to the curve's end;
THENCE North 04°54'35" East, a distance of 44.31 feet, to the beginning of a curve;
THENCE northeasterly along said curve, having a radius of 85.00 feet, concave southeasterly, through a central angle of 39°29'07", a distance of 58.58 feet, to the curve's end;
THENCE North 44°23'42" East, a distance of 63.65 feet, to the beginning of a curve;
THENCE northeasterly along said curve, having a radius of 115.00 feet, concave northwesterly, through a central angle of 00°57'01", a distance of 1.91 feet, to a point of intersection with a non-tangent line;
THENCE South 30°08'30" East, a distance of 40.62 feet, to a point of intersection with a non-tangent curve;
THENCE easterly along said curve, having a radius of 16.88 feet, concave southerly, whose radius bears South 34°18'55" East, through a central angle of 76°35'44", a distance of 22.56 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said curve, having a radius of 44.95 feet, concave southwesterly, whose radius bears South 36°59'23" West, through a central angle of 52°09'54", a distance of 40.93 feet, to a point of intersection with a non-tangent line;
THENCE South 59°51'30" West, a distance of 3.49 feet;
THENCE South 30°08'30" East, a distance of 7.03 feet;
THENCE South 59°51'30" West, a distance of 14.27 feet;
THENCE South 30°08'30" East, a distance of 0.33 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said curve, having a radius of 92.08 feet, concave westerly, whose radius bears South 54°48'38" West, through a central angle of 26°34'01", a distance of 42.70 feet, to a point of intersection with a non-tangent line;
THENCE South 59°51'30" West, a distance of 5.33 feet;
THENCE South 30°08'30" East, a distance of 12.79 feet;
THENCE South 59°51'30" West, a distance of 6.28 feet, to a point of intersection with a non-tangent curve;
THENCE southerly along said curve, having a radius of 94.94 feet, concave westerly, whose radius bears South 54°53'39" West, through a central angle of 27°01'40", a distance of 44.79 feet, to a point of intersection with a non-tangent line;
THENCE South 57°58'39" West, a distance of 4.04 feet;
THENCE South 30°08'30" East, a distance of 10.99 feet;
THENCE South 59°51'30" West, a distance of 10.01 feet;
THENCE South 31°51'38" East, a distance of 18.82 feet, to a point of intersection with a non-tangent curve;

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THENCE southeasterly along said curve, having a radius of 89.64 feet, concave southwesterly, whose radius bears South 58°06'50" West, through a central angle of 15°24'32", a distance of 24.11 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 105.81 feet, concave westerly, whose radius bears South 76°45'18" West, through a central angle of 14°55'59", a distance of 27.58 feet, to a point of intersection with a non-tangent line;

THENCE South 00°14'15" East, a distance of 43.33 feet;

THENCE North 89°45'45" East, a distance of 9.86 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 84.98 feet, concave westerly, whose radius bears South 62°22'24" West, through a central angle of 28°28'46", a distance of 42.24 feet, to a point of intersection with a non-tangent line;

THENCE South 00°14'15" East, a distance of 14.29 feet;

THENCE North 89°45'45" East, a distance of 8.33 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 78.62 feet, concave westerly, whose radius bears South 59°46'26" West, through a central angle of 33°53'52", a distance of 46.52 feet, to a point of intersection with a non-tangent line;

THENCE South 89°45'45" West, a distance of 3.33 feet;

THENCE South 00°14'15" East, a distance of 10.34 feet;

THENCE North 89°45'45" East, a distance of 8.38 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 65.24 feet, concave westerly, whose radius bears South 61°53'04" West, through a central angle of 42°02'42", a distance of 47.88 feet, to a point of intersection with a non-tangent line;

THENCE South 89°45'45" West, a distance of 2.33 feet;

THENCE South 00°14'15" East, a distance of 8.52 feet;

THENCE North 89°45'45" East, a distance of 4.58 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 64.69 feet, concave westerly, whose radius bears South 64°41'15" West, through a central angle of 40°51'00", a distance of 46.12 feet, to a point of intersection with a non-tangent line;

THENCE South 89°45'45" West, a distance of 3.33 feet;

THENCE South 00°14'15" East, a distance of 10.00 feet;

THENCE North 89°45'45" East, a distance of 4.54 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 72.20 feet, concave westerly, whose radius bears South 62°36'14" West, through a central angle of 27°12'42", a distance of 34.29 feet, to a point of intersection with a non-tangent line;

THENCE South 00°14'15" East, a distance of 24.98 feet;

THENCE North 89°45'45" East, a distance of 4.95 feet;

THENCE South 07°17'38" East, a distance of 24.94 feet, to a point of intersection with a non-tangent curve;

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THENCE southerly along said curve, having a radius of 110.42 feet, concave westerly, whose radius bears North 89°37'15" West, through a central angle of 09°54'16", a distance of 19.09 feet, to a point of intersection with a non-tangent line;

THENCE South 89°45'45" West, a distance of 4.53 feet;

THENCE South 00°14'15" East, a distance of 3.67 feet;

THENCE South 89°45'45" West, a distance of 5.33 feet;

THENCE South 00°14'15" East, a distance of 10.00 feet, to a point of intersection with a non-tangent curve;

THENCE southerly along said curve, having a radius of 114.88 feet, concave westerly, whose radius bears North 89°56'41" West, through a central angle of 08°44'11", a distance of 17.52 feet, to a point of intersection with a non-tangent line;

THENCE South 22°05'45" West, a distance of 82.48 feet, to the northerly line of Tract "A" of DC Ranch Thompson Peak Parkway Infrastructure from Horseshoe Canyon Drive to the South Boundary Line, as shown on Map of Dedication (M.O.D.) recorded in Book 657, page 11, M.C.R.;

THENCE along said northerly line, South 89°47'45" West, a distance of 220.75 feet to said easterly line;

THENCE leaving said northerly line, along said easterly line, North 18°38'09" West, a distance of 152.26 feet, to the **POINT OF BEGINNING**.

Containing 2.6160 acres, or 113,952 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on the M.O.D. for DC Ranch Thompson Peak Parkway Infrastructure from Horseshoe Canyon Drive to the South Boundary Line recorded in Book 657, page 11, M.C.R. and the Village Health Studio as described in Document No. 2004-0355084, M.C.R. and other client provided information. This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of April, 1995 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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Exhibit A, Page 19 of 19, a graphic depiction of the foregoing parcel description, has been removed from this document prior to recording, but it remains a part of the original document. Persons with an interest in the relevant real property may obtain a copy of said page from the parties to this document.