

ZONING ORDINANCE 19-07

**TO ADOPT COCHISE COUNTY ZONING REGULATIONS
ARTICLE 17 MINOR LAND DIVISIONS**

WHEREAS, A.R.S. 11-821 et. seq. gives the County Board of Supervisors the authority to adopt zoning regulations to address land use; and

WHEREAS, the Cochise County Board of Supervisors originally adopted Zoning Regulations in Cochise County pursuant to that authority in 1975, and has with periodic modification, maintained them in effect since that time; and

WHEREAS, the Cochise County Board of Supervisors recognizes that amendment to the Zoning Regulations can affect countywide land use patterns and therefore warrants careful consideration of regional impacts; and

WHEREAS, A.R.S. 11-831 et. seq. gives the County Board of Supervisors the authority to adopt ordinances and regulations to allow staff review and approval of land divisions of five or fewer lots, parcels, or fractional interests, any of which is ten acres or smaller in size; and

WHEREAS, the Cochise County Board of Supervisors recognizes the purpose of this ordinance is to provide a minor land division process, which ensures the division of land in compliance with zoning ordinances, has recorded legal access, and does not constitute a subdivision as defined by A.R.S. 11-831.

WHEREAS, on August 27, 2019, the Board of Supervisors held a duly noticed public hearing of the proposed amendments to the Zoning Regulations, hereby known as Docket R-19-04, and attached hereto as "Exhibit A", which amends Article 17 and found them to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED THAT the Cochise County Zoning Regulations shall be amended as contained in "Exhibit A", Article 17 Minor Land Divisions, and is hereby adopted;

ZONING ORDINANCE 19-07
To Adopt Cochise County Zoning Regulations Article 17 Minor Land Divisions
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ADOPTED by the Cochise County Board of Supervisors this 27 day of August, 2019.




Peggy Judd, Chairman
Cochise County Board of Supervisors

ATTEST:



Arlethe G. Morrison
Clerk of the Board

APPROVED AS TO FORM:

 8/8/2019

Christine J. Roberts
Civil Deputy County Attorney

EXHIBIT “A”

1721 Minor Land Divisions

1721.01 Intent

The intent of this Ordinance is to provide for the orderly growth and harmonious development of Cochise County by prescribing certain minimum requirements regulating the conditions under which minor divisions of land within Cochise County may be permitted and by establishing a review procedure for minor divisions of land within Cochise County.

1721.02 Purpose

The purpose of this ordinance is to provide a process to divide land into five (5) or fewer lots, tracts, parcels, sites or divisions, any of which is ten (10) acres or smaller in size, with a level of review to ensure the division of land complies with zoning regulations and does not constitute a subdivision of six or more lots as defined by Arizona Revised Statutes (A.R.S.). This ordinance is not intended to prohibit or prevent the division of land as otherwise authorized and permitted by the A.R.S. and Cochise County Zoning Regulations and Subdivision Regulations, but to allow for staff review and approval of minor land divisions.

1721.03 Permit Required

- A. No land may be divided into five or fewer lots, parcels, or fractional interests, any of which is ten acres or smaller, unless a minor land division permit has been issued by Cochise County.
- B. The lots, parcels or fractural interests may not be a part of a County-approved subdivision plat.
- C. Payment of an applicable minor land division fee, in accordance with the adopted fee schedule, is required as a condition of obtaining a minor land division permit.

1721.04 Jurisdiction

The provisions of this ordinance shall apply to all divisions of land located within the unincorporated territory of Cochise County, excluding lands outside the authority of Cochise County.

1721.05 Application Submittals

- A. The applicant must submit a properly completed and filled out minor land division application to the Cochise County Development Services Department along with the associated processing fee and any required supporting documentation for staff review as set forth below.
 - 1. Names, addresses, and telephone numbers of all parties of interest to the division

2. A statement from a registered land surveyor, or other evidence acceptable to the county, stating whether each lot, parcel or fractional interests has physical access that is traversable by a two-wheel drive passenger motor vehicle.
3. Survey Map: The legal descriptions and map shall be prepared by a Registered Land Surveyor (R.L.S) and comply with all state and County standards in a format acceptable to the County Recorder and shall include:
 - a. A standard engineering scale not to exceed 1" = 200' (one-inch equals 200 feet). Scale used must be indicated.
 - b. A north arrow.
 - c. Area and dimensions of all proposed lots, parcels or fractional interests.
 - d. The current zoning of the parcels proposed to be divided.
 - e. A public or private road, or a private driveway easement, as defined by the *Cochise County Road Design & Construction Standards & Specifications for Public Improvements* shall provide legal access to each parcel.
 - 1) A private easement with a minimum width of twenty-four (24) feet. A private easement will be considered legal access only if it runs with the land and expressly allows ingress and egress by any utility company providing services to the new lot or parcel, any provider of emergency services (fire, police, ambulance, etc.) to the new lot or parcel, and any public official (building inspector, health inspector, etc.) requiring ingress and egress to the new lot or parcel in connection with the official's lawful duties.
 - 2) Public roads, to be maintained by Cochise County, shall be constructed to the standards included in the *Road Design & Construction Standards & Specifications for Public Improvements* and then adopted or accepted by the County Board of Supervisors prior to sale of any of the divided lots.
 - f. Location and width of all easements within and bordering the minor land division.
 - g. Location, width and designation of roads bordering the property indicating whether they are public or private.

1721.06 Definitions

- A. "Minor Land Division" means land or lands that are proposed to be divided for purposes of sale or lease into five (5) or fewer lots or parcels.
- B. "Subdivision" or "subdivided lands":
 1. Means improved, or unimproved land or lands divided or proposed to be divided for the purpose of sale or lease, whether immediate or future, into six or more lots, parcels or fractional interests.

2. Includes a stock cooperative, lands divided or proposed to be divided as part of a common promotional plan and residential condominiums as defined by ARS.
- C. "Legal access" means a public right of vehicular ingress and egress between the lots, parcels or fractional interests being created.
- D. "Minimum applicable county zoning requirements" means the minimum acreage and dimensions of the resulting lot, parcel or fractional interest as required by the County's zoning ordinance.
- E. "Utility easement" means an easement of a minimum of eight (8) feet in width dedicated to the general public to install, maintain and access sewer, electric, gas and water utilities.

1721.07 Review Criteria

- A. An application to split a parcel of land shall be approved if the following items are submitted for review by the Development Services Department and found to be complete:
1. Each newly-created parcel must meet the minimum zoning requirements of the applicable zoning designation.
 2. The applicant demonstrates legal access to the lots, parcels or fractional interests.
 3. The applicant provides a statement from a licensed surveyor or engineer, or other evidence acceptable to the county, stating whether each lot, parcel or fractional interest has legal and physical access that is traversable by a two-wheel drive passenger motor vehicle.
 4. The applicant reserves the necessary and appropriate utility easements to serve each lot, parcel or fractional interest created by the land division.

1721.08 Action by the Development Services Department

Upon receipt of the submitted documents, the Development Services Department shall review to determine their completeness. If the application is complete, it shall be date-stamped showing the day it arrived complete. If the submitted documents and information are found to be incomplete or insufficient, the applicant shall be notified of the deficiencies. The application will not be formally accepted for processing until the missing items are submitted.

Upon receipt of the completed application, the Development Services Department shall:

- A. Distribute the submitted application for review and comment to the appropriate departments as deemed necessary by the Development Services Director.

- B. Review the submitted survey map and supplemental information to determine compliance with the Zoning and Subdivision Regulations and prepare its report, which shall include comments received from other departments.
- C. Based on the above findings, the Development Services Director shall then approve, conditionally approve, or deny the application within thirty (30) business days from the date a completed application was filed unless the applicant consents to an extension of the review period in writing. If review of the request is not completed within thirty business days from receipt of the request, the land division shall be deemed approved.
- D. The County may not deny approval of any land division that meets the requirements of this section or where the deficiencies are noticed in the deed. If an applicant chooses to record a minor land division survey without an approved permit, any-and-all deficiencies shall be noticed in the deed including noncompliance with the requirement for legal access and/or noncompliance with applicable zoning regulations.
- E. The County may not require a public hearing on a minor land division request.

1721.09 Permit Recordation

- A. Recordation with Approval - After approval of a Minor Land Division Permit, it shall be recorded at the County Recorder's Office along with any attached supplementary information. Recordation must occur within six (6) months of the approval by the Development Services Department, or the approval shall lapse and become void. If the minor land division permit is approved, the Development Services Director shall enter the following certification on the approved permit:

"Notice is hereby given that the parcels of real estate created by the division recorded pursuant to this document is in conformance with all the provisions of the Minor Land Division Ordinance of Cochise County and meets all statutory requirements for recording."

- B. Recordation without Approval - Pursuant to the provisions of Arizona Revised Statutes, Section 11-831.C, recordation of a division of land may not be denied for non-compliance with the requirement for legal access or compliance with applicable zoning regulations, however, all such deficiencies are required to be noticed in full, detailed description in all deeds. Should an applicant choose to record a Minor Land Division survey without a permit approved by the Development Services Director, any deficiencies are required to be noticed in full, detailed description in all deeds.

"Notice is hereby given that the parcels of real estate created by the division recorded pursuant to this document either does not conform to the zoning regulations in force at the time of recordation, does not have adequate provision for access to public utilities, or that no legal access exists in accordance with the provisions of the Minor Land Division Ordinance of Cochise County. In consequence, any and all Cochise County Development permits may be denied until such time as deficiencies relative to this parcel are corrected."

1721.10 Removal of Deficiencies from the Deed

Where access or zoning deficiencies are corrected, through zoning change, variance or acquisition of property for access, it shall be the responsibility of the property owner to remove the deficiencies. All removal of deficiencies shall be subject to the approval of the Development Services Director prior to recording.

1721.11 Acting in Concert

It shall be unlawful for a person or group of persons acting in concert to divide a parcel of land into six (6) or more lots or sell or lease six (6) or more lots by using a series of owners or conveyances in an attempt to avoid the provisions of this ordinance. This provision may be enforced by the County Attorney's Office or the Arizona Department of Real Estate, or both, pursuant to the laws of the State of Arizona.

1721.12 Penalties

Any deficiencies related to legal access or minimum County zoning will not prevent the approval of a Minor Land Division Permit but shall result in the withholding of any Cochise County permits for development until such time as deficiencies relative to the parcels created by the Minor Land Division are corrected. All such deficiencies are required to be noticed in full, detailed description in all deeds.

LEWIS
AND
ROCA
LAWYERS

40 North Central Avenue
Phoenix, Arizona 85004-4477
Facsimile (602) 262-5747
Telephone (602) 262-4511

Amy R. Coy (004182)
Steven J. Barr (010798)

Attorneys for Phelps Dodge Corporation



REQUEST OF
PHELPS DODGE CORP
CHRISTINE RHODES-RECORDER
FEE : 9.00 PAGES : 2

FEE # 910406030
OFFICIAL RECORDS
COCHISE COUNTY
DATE 04/02/91 HOUR 10

APR 2 1991 10AM
5-

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

LOWELL C. PINCKARD and OPAL D.
PINCKARD, his wife, et al.,

Plaintiffs,

v.

PHELPS DODGE CORPORATION, a
New York corporation,

Defendant.

No. CIV 790-TUC

NOTICE OF RELEASE OF
PHELPS DODGE CORPORATION
FROM DECREE

TO THE OWNERS OF the lands described in the schedule attached to this Notice, which are affected by the decree entered in the above-entitled action on May 18, 1955 (the "Decree") and recorded in the office of the County Recorder of Cochise County, Arizona at Docket 125, pages 286-304.

PLEASE TAKE NOTICE that as of the date hereof defendant Phelps Dodge Corporation ("Phelps Dodge") is released from the provisions of the Decree in accordance with the terms of paragraph 16 of the Decree.

The purpose of this Notice is prospectively to release Phelps Dodge from the provisions of the Decree. This Notice

910406030

AZ014DD

LEWIS
AND
ROCA
LAWYERS

1 shall not be deemed to vacate or terminate the Decree, which
2 remains a valid and final adjudication.

3 DATED this 29 day of March, 1991.

4 LEWIS AND ROCA

5
6 By Amy R. Coy
7 Amy R. Coy
8 Steven J. Burr
9 40 North Central Avenue
10 Phoenix, Arizona 85004
11 Attorneys for Phelps Dodge
12 Corporation

11 STATE OF ARIZONA)
12 County of Maricopa) ss.

13 This instrument was acknowledged before me this 29th day
14 of March, 1991 by Amy R. Coy, the attorney for
15 Phelps Dodge Corporation, a New York corporation.

16 IN WITNESS WHEREOF I hereunto set my hand and official
17 seal.

18 Jessy M. Alpine
19 Notary Public



19 My Commission Expires:

20 March 12, 1992

26

910406030

JUL 11 1996 11:11 AM

ARIZONA DEPARTMENT OF WATER RESOURCE

Hydrology Division

500 North Third Street, Phoenix, Arizona 85004
Telephone (602) 417-2448
Fax (602) 417-2425



July 9, 1996

FIFE SYMINGTON
Governor

RITA P. PEARSON
Director

Duane Turner
Director of Operations
Tucson Division
Department of Real Estates
400 West Congress, Suite 523
Tucson, Arizona 85701

RE: Inadequacy Report #22-300157
Sun Sites Ranches Units 2 & 4 - 314 lots
Cochise County

Dear Mr. Turner:

Pursuant to A.R.S. §45-108, Ms. Deborah Chisholm Scott has provided the Department of Water Resources with information on the water supply for 314 lots within Sun Sites Ranches Units Two and Four in Section 1, 13, 24 & 25, T19S, R26E; Sections 28, 29, 30, 31 & 32, T19S, R27E; Sections 4, 5, 6, 7, 9, 18 & 29, T20S, R27E, G&S R B&M.

Water for domestic use will be provided to each of the 314 lots in the subdivision by wells to be drilled by the individual lot owners.

Adequacy of the water supply was reviewed by the Department with regard to quantity, quality and dependability. The subdivision is located southeast of the Town of Sunsites in Sulphur Springs Valley. Limited information is available regarding the hydrology of the area. The principal water-bearing unit in the area is the alluvial deposits. Indications are that the depth to groundwater ranges from about 200 to about 280 feet below land surface. Water levels in the area have shown decline rates of two to three feet per year in previous years. The quality of the groundwater in the area should be acceptable for domestic use.

No information has been provided regarding the long term dependability of the water supply. Because it has not been demonstrated that a 100-year water supply is available to each lot, the Department of Water Resources must find the water supply to be *inadequate* for the proposed use.

A.R.S. §32-2181F requires a summary of the Department's report for dry lot subdivisions or those with an inadequate water supply be included in all promotional material and contracts for sales of lots in the subdivision.

960718259

Page 2
Mr. Juane Turner
Re: Sun Sites Ranches Units 2 & 4 - 314 lot



FEE # 960718259
OFFICIAL RECORDS
COCHISE COUNTY
DATE 7/11/96 HOUR 11

REQUEST OF
COCHISE COUNTY RECORDER
CHRISTINE RHODES-RECORDER
FEE : PAGES : 2

We suggest the following synopsis:

"Sun Sites Ranches Units 2 & 4 is being sold with the domestic water supply to be provided by wells to be drilled by the individual lot owners. The principal water-bearing unit in the area is alluvial deposits. The depth to groundwater should range from about 200 to 280 feet below land surface. Water levels in the area have shown decline rates of two to three feet per year in previous years. The quality of the water should be acceptable for domestic use. Because it has not been demonstrated that a 100-year water supply is available to each lot in the subdivision, the Department of Water Resources must fine the water supply to be *inadequate*."

The developer, pursuant to A.R.S. §32-2181F, may suggest a different summary of this report, but it must contain the above elements and/or the Department's findings. Any change to the above subdivision or water supply plans may invalidate this decision.

This letter constitutes the Department of Water Resources' report on the subdivision water supply and is being forwarded to your office as required by A.R.S. §45-108. This law requires the developer to hold the recordation of the above subdivision's plats until receipt of the Department's report on the subdivision's water supply. By copy of the report, the Cochise County Recorder is being officially notified of the developer's compliance with the law.

Sincerely,

A handwritten signature in cursive script that reads "Greg Wallace".

for Greg Wallace
Chief Hydrologist

GW/KM/ef

cc: Ms. Deborah Chisholm Scott
Christine Rhodes, Cochise County Recorder
James Vlahovich, Cochise County Planning & Zoning
Steve Rossi, Office of Assured and Adequate Water Supply

960718259

286 IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF ARIZONA

LOWELL C. PINCKARD and OPAL
D. PINCKARD, his wife, et al.,

Plaintiffs,

v.

PHILPS DODGE CORPORATION, a
New York corporation,

Defendant.

No. Civ. 790-IUC:GM

DECREE

THIS CAUSE, coming on regularly to be heard this 18th
day of May, 1955, all of the parties hereto being represented
in person or by counsel, and it appearing to the Court that the
following plaintiffs, namely:

Lowell C. Pinckard and Opal D. Pinckard, his wife

Frank Russell and Lotis Russell, his wife

James Gosa and Erna D. Gosa, his wife

Joe Price and Opha Lee Price, his wife

Carl R. Lafitte and Addie Lafitte, his wife

H. A. Bradshaw and Autie M. Bradshaw, his wife

D. G. Nicholson and Mollie Nicholson, his wife

Martin E. Krier and Virginia E. Krier, his wife

Russell A. Anderson and Florence E. Anderson, his wife

W. J. Davis and Edith A. Davis, his wife

J. P. Kennedy and Kate Kennedy, his wife

Charles E. Pinckard and Dorothy Pinckard, his wife

Luckett Farms, Inc.

Noble Mitchell and Leta Mitchell, his wife

T. J. Anderson and Vera Anderson, his wife

Victor C. Grizzle and Mary Grizzle, his wife

- 1 Jack H. Black and Doris Black, his wife
- 2 H. M. Black and Susan Black, his wife
- 3 Robert H. Heisel and Margaret T. Heisel, his wife
- 4 Frank E. Moore and Mary S. Moore, his wife
- 5 Jerry Tucker and Mary Helen Tucker, otherwise
- 6 known as Polly Tucker, his wife
- 7 J. O. Mortenson and Myrtle Mortenson, his wife
- 8 W. R. Tennison and Mildred N. Tennison, his wife
- 9 J. H. Young and Dolly Young, his wife
- 10 J. W. Ballford
- 11 Byron D. Davis and Alma Lee Davis, his wife
- 12 Pearl E. King
- 13 J. M. Van Meter and Irene Van Meter, his wife
- 14 Edward J. Huxtable and Ann S. Huxtable, his wife
- 15 Jack Chandler and Tina Chandler, his wife
- 16 J. E. King and Katherine King, otherwise known
- 17 as Cleo C. King, his wife
- 18 D. J. Woodward, otherwise known as D. I.
- 19 Woodward, and Learl Woodward, otherwise
- 20 known as Nellie Y. Woodward, his wife
- 21 A. L. Blevins and Doris Blevins, his wife
- 22 L. C. Pinckard, Jr. and Beverly Pinckard, his wife
- 23 Jack H. Phillips and Leona H. Phillips, his wife
- 24 Lloyd G. Carpenter and Eva Lee Carpenter, his wife
- 25 Julius Siskowski
- 26 John H. Hedges and Lily Hedges, his wife
- 27 G. A. King and Charity King, his wife
- 28 Richard A. Kals and Betty Kals, his wife
- 29 Lea T. Burnett and Grace Burnett, his wife
- 30 Gene Kennedy and June Kennedy, his wife
- 31 Ethel Kennedy, a widow
- 32

1 Ethan A. Wing

2 John Wing and Lois Wing, his wife

3 John Saylor and Lydia Saylor, his wife

4 James W. Coryell and Sally Coryell, his wife

5 William Miller

6 Southern Arizona Ranches, Inc.

7 Selma Nelson, a widow

8 Charles E. Boren and Beulah A. Boren, his wife

9 D. L. Briggs and Geraldine Briggs, his wife

10 Emory C. Parrott and Lottie Parrott, his wife

11 Cruz Balasco and Rita M. Balasco, his wife

12 R. H. Franklin and Elvie Franklin, his wife

13 Clarence E. Courtney and Eldoretta O. Courtney, his wife

14 said above named plaintiffs being hereinafter referred to as

15 the plaintiffs, and the defendant, by stipulation filed herein,

16 have concluded and settled, as between said plaintiffs and de-

17 fendant, all issues in this cause, and mutually have agreed that

18 such settlement shall be embodied in and confirmed by, and made

19 effective by way of, a written decree defining and adjudicating

20 their rights as against each other, and the Court having fully

21 considered the matter and being duly informed in the premises,

22 does hereby FIND, ORDER, ADJUDGE and DECREE as follows:

23 FINDINGS AND CONCLUSIONS

24 (1) The plaintiffs are the owners and occupants of the
25 lands described in the schedule attached to this Decree, and also
26 are the owners and holders of grazing leases and grazing permits
27 on state and federal lands. The lands described in the schedule
28 attached to this Decree, and the state and federal lands held by
29 plaintiffs under grazing leases or permits, are hereinafter re-
30 ferred to as "the lands". Plaintiffs have agreed that all of the
31 provisions of this Decree shall constitute covenants running with
32 and binding upon their interests in the lands, and as such shall

1 also be binding upon all persons who, subsequent to the date of
2 this Decree, shall derive from said plaintiffs any right, title
3 or interest in the lands, or who in any way shall succeed to any
4 interest of the plaintiffs in the lands, or who shall succeed to
5 or acquire any interest in or to any crops or other vegetation
6 growing or to be grown on the lands.

7 (2) Defendant is the owner and operator of a smelter
8 and reduction works in the vicinity of Douglas, Arizona, and for
9 many years past has operated, and in the future will operate said
10 smelter for the purpose of smelting mineral-bearing ores, concen-
11 trates and other metallic materials, and in the course of such
12 smelting operations has released and discharged, and will continue
13 to release and discharge, smoke, gases, fumes, dust and vapors
14 which are carried on and across the lands, and which have caused
15 and will continue to cause injury and damage to crops and other
16 vegetation on the lands.

17 (3) Any injury or damage to the crops and other vegeta-
18 tion on the lands caused, or which in the future may be caused,
19 by the release and discharge of smoke, gases, fumes, dust and
20 vapors from defendant's smelter, can be ascertained, established
21 and determined with reasonable accuracy, and the owners of the
22 lands, and the crops and other vegetation thereon, can be ade-
23 quately compensated by defendant for such injury or damage with-
24 out irreparable injury to them, and without multiplicity of
25 suits.

26 (4) The continued efficient operation of said smelter
27 without interference, regulation or control is essential to the
28 mining industry in the area served by said smelter, and to the
29 economy and welfare of the area, state and nation, and it is
30 neither feasible nor would it serve the public interest to re-
31 quire the defendant to curtail, regulate or control the opera-
32 tion of said smelter, or the release and discharge of smoke,

1 gases, fumes, dust and vapors from said smelter, but, on the con-
2 trary, any such curtailment, regulation or control would be con-
3 trary to the public interest and would not be justified by the
4 benefits resulting to the owners of the crops and other vegeta-
5 tion on the lands, as compared to the cost, injury and loss which
6 would thereby be occasioned to defendant and to the public.

7 (5) Damages caused to the lands, and the crops and other
8 vegetation thereon, prior to the 1955 growing season, from smoke,
9 gases, fumes, dust and vapors released or discharged from defend-
10 ant's smelter have been adjusted and settled between the plain-
11 tiffs and defendant, and the parties have agreed that all causes
12 of action except the second cause of action may be dismissed with
13 prejudice.

14 IT IS THEREFORE, ORDERED, ADJUDGED and DECREED as fol-
15 lows:

16 (1) That injunctive relief to restrain, regulate or
17 control the continued operation of said smelter, or the release
18 and discharge therefrom of smoke, gases, fumes, dust and vapors,
19 is hereby denied, and defendant shall have the right to continue
20 to operate said smelter, as the same is now or hereafter may be
21 constructed, and to release and discharge smoke, gases, fumes,
22 dust and vapors therefrom, on, over and across the lands without
23 liability except as hereinafter provided, for loss, injury or
24 damage thereby caused, or which may hereafter be thereby caused,
25 to the lands, or to the crops or other vegetation thereon, or
26 the owners of the crops or other vegetation thereon.

27 (2) Defendant shall make such periodic inspections of
28 the lands, and the crops and other vegetation thereon, as defend-
29 ant shall deem necessary to ascertain and determine the extent of
30 injury or damage, if any, caused during each annual growing sea-
31 son to such crops and other vegetation by smoke, gases, fumes,
32 dust and vapors released or discharged from defendant's smelter,

1 and, promptly following the close of each annual growing season,
2 but by the end of the calendar year, or thirty (30) days after
3 harvesting has been completed, whichever is the later, shall
4 make the owner of such crops and other vegetation as the defend-
5 ant finds to have been so injured or damaged an offer in settle-
6 ment for such injury or damage.

7 (3) Defendant, its agents and employees, shall be al-
8 lowed and permitted, at all reasonable times, to enter in and
9 upon the lands for the purpose of examining, inspecting and
10 photographing the same, and the crops and other vegetation there-
11 on, and to take samples of the crops and other vegetation, but
12 in so doing, defendant, its agents and employees, shall not cause
13 any economic injury or damage to said lands or the crops or other
14 vegetation thereon. Prior to entry upon the lands for such pur-
15 pose, defendant shall give the occupant of such lands notice of
16 defendant's proposed entry, and defendant, its agents and em-
17 ployees, shall permit such occupant, or such person as he may
18 designate, to accompany them throughout the course of their ac-
19 tivities on said lands, and shall pay such occupant at the rate
20 of Two Dollars (\$2.00) per hour for the time during which said
21 occupant, or his representative, actually so accompanies them.

22 (4) If the owner of the crops and other vegetation on
23 the lands is not willing to accept the amount offered him by de-
24 fendant in settlement for the damage which he claims was caused
25 to such crops and other vegetation during the growing season by
26 smoke, gases, fumes, dust and vapors released or discharged from
27 defendant's smelter, or if such owner shall claim such crops or
28 other vegetation have been damaged during the growing season by
29 smoke, gases, fumes, dust or vapors from defendant's smelter,
30 and defendant refuses to make an offer in settlement of such
31 claim, he may, within thirty (30) days after receipt of such of-
32 fer or refusal, notify the chairman of the arbitration committee,

1 in writing, that he requests arbitration of his claim, specify-
2 ing in such notice the amount of damage claimed by him for each
3 crop or other kind of vegetation for which such claim for damage
4 is asserted, and the claim for such damage shall thereupon be
5 submitted to arbitration as expeditiously as is reasonably pos-
6 sible at such time and place as the chairman of the arbitration
7 committee shall prescribe.

8 (5) The arbitration committee shall consist of three
9 members, one of whom shall be the claimant or such representa-
10 tive as he may designate, one of whom shall be a representative
11 designated by the defendant, and neither of whom need be impar-
12 tial, and the third of whom shall be appointed by the Court and
13 shall act as permanent chairman of the arbitration committee.
14 By reason of the right of the claimant to act as his own repre-
15 sentative on the arbitration committee, or to designate a repre-
16 sentative to act on his behalf, and the right of the defendant
17 to designate its representative on the arbitration committee, the
18 members designated by the claimant and the defendant, respec-
19 tively, for the decision of any particular claim, but not the
20 person appointed by the Court as chairman, may differ from those
21 designated for the decision of any other claim, and the person
22 appointed by the Court as chairman shall be and serve as the
23 chairman of each committee as the same may be constituted here-
24 under for the purpose of decision of any particular claim, and
25 the term "arbitration committee" as used herein shall mean, with
26 respect to each particular claim for decision hereunder, such
27 chairman and only the representatives designated by the claimant
28 and the defendant for the decision of that particular claim. In
29 the event the plaintiffs and defendant, acting by and through
30 their respective counsel, shall within sixty (60) days after en-
31 try of this Decree, agree upon a person to act as chairman of the
32 arbitration committee, the person so agreed upon shall be ap-

1 pointed by the Court. If plaintiffs and defendant shall fail to
2 so agree, or if, at any time, there shall occur a vacancy in the
3 office of such chairman as a result of removal, resignation, in-
4 ability to act, death, or any other cause, the Court shall ap-
5 point a qualified person to act as such chairman. In the selec-
6 tion of such chairman, the Court shall endeavor to select a per-
7 son of adequate ability, maturity and judgment properly to dis-
8 charge the functions of the chairman of the arbitration commit-
9 tee, with actual experience in agriculture in the Southwest, but
10 the Court shall not appoint any person as such chairman, without
11 the approval of the defendant, unless such person shall be a grad-
12 uate from a recognized university or college and shall hold at
13 least a master's degree in one of the agricultural sciences with
14 a degree or a major in plant pathology.

15 (6) The chairman of the arbitration committee shall be
16 stationed at or in the Sulphur Springs Valley, Arizona, during
17 the period from approximately the first part of June to the first
18 of September each year, or during such other or different period
19 as the Court may from time to time prescribe, where he shall be
20 accessible to the owners of the lands and the crops and other
21 vegetation thereon, and to the defendant, and he shall be au-
22 thorized to make such examinations and inspections of the lands and
23 the crops and other vegetation thereon, and such observations,
24 studies and investigations as he considers will best inform him
25 as to the crops and growing conditions and as to the effect of
26 smoke, gases, fumes, dust and vapors released or discharged from
27 defendant's smelter upon the crops and other vegetation on the
28 lands, and any other information which will assist him in the de-
29 termination of any claim to be presented to the arbitration com-
30 mittee. The chairman shall also be stationed in the Sulphur
31 Springs Valley, Arizona, during such period each year as may be
32 required for each arbitration committee to hear and dispose of

1 the claim presented to it.

2 (7) The chairman of the arbitration committee, subject
3 to approval by the Court, may formulate such rules of procedure
4 as he may consider necessary for the presentation and disposi-
5 tion of claims, and the parties to the arbitration, the members
6 of the arbitration committee and the proceedings by and before
7 the arbitration committee shall be governed by such rules; pro-
8 vided that the sole question to be decided by the arbitration
9 committee shall be the amount of the actual monetary loss, if
10 any, sustained by the claimant during the preceding growing sea-
11 son as a result of injury or damage to crops or other vegetation
12 on the lands caused by smoke, gases, fumes, dust and vapors re-
13 leased or discharged from defendant's smelter. In no event
14 shall the offer of settlement made by defendant to the claimant
15 be considered by the arbitration committee as an admission by de-
16 fendant of the amount of the actual monetary loss sustained by
17 claimant. The decision of two members of the arbitration commit-
18 tee shall be the decision of the arbitration committee, but if,
19 after deliberation and consideration, at least two members of the
20 arbitration committee are unable to agree, the decision shall be
21 rendered by the chairman, and in such event his decision shall
22 be the decision of the arbitration committee. The decision of
23 the arbitration committee shall be reduced to writing, and shall
24 be signed by all three members of the committee, and if any mem-
25 ber of the committee shall not have concurred in such decision
26 he may so indicate. Such decision shall be conclusive and bind-
27 ing upon the claimant and the defendant. The chairman of the ar-
28 bitration committee shall cause to be preserved and maintained,
29 at or in the vicinity of Douglas, Arizona, the records of the
30 arbitration committee and of any proceedings before the commit-
31 tee, including the decisions of the committee, and the same shall
32 be available to the claimants and the defendant.

1 (8) Within three (3) weeks following the decision of the
2 Arbitration committee the amount of the actual monetary loss, if
3 any, to the claimant established by such decision shall be paid
4 by the defendant to the claimant, and if not so paid the claimant
5 may have judgment entered in favor of the claimant and against
6 the defendant for such amount.

7 (9) The chairman of the arbitration committee shall be
8 appointed to serve permanently in that capacity, subject to his
9 resignation or his removal by the Court at any time for such
10 cause as the Court may consider proper, and the Court may fix
11 and prescribe such compensation and allowance for expenses of
12 the chairman as the Court shall deem proper. The chairman shall
13 annually, within ninety (90) days following the close of each
14 calendar year, file with the clerk of the Court a report showing
15 his compensation and expenses during the preceding calendar year,
16 and an estimate of the amount required for his compensation and
17 expenses during the current calendar year, which report shall be
18 subject to approval by the Court.

19 (10) Following appointment of the chairman of the arbi-
20 tration committee, the defendant shall deposit into an account
21 in any bank at Douglas, Arizona, to be designated "Sulphur Springs
22 Valley Arbitration Committee Account", subject to withdrawal by
23 check of the chairman of the arbitration committee, such amount
24 as the Court shall prescribe to cover the compensation and es-
25 timated expense of the chairman of the arbitration committee for
26 the year 1955, and annually thereafter shall deposit into such
27 account such amount as shall be approved by the Court for the
28 estimated compensation and expense of the chairman of the arbi-
29 tration committee for the period covered by the estimate, and in
30 case the compensation and expense of the chairman exceeds such
31 estimate, after any credits which may be applicable thereto, the
32 defendant shall deposit into such account the deficiency. The

claimant, except as hereinafter otherwise expressly provided, shall not be required to pay any part of the compensation and expense of the chairman of the arbitration committee, but he shall bear any and all costs or expenses incurred by him in connection with the preparation or presentation of his claim to the arbitration committee, and the compensation and expenses of his representative on the arbitration committee, and the defendant shall not be responsible or liable therefor.

(11) In case any claimant shall not accept the amount offered by defendant in settlement, and shall request arbitration, and the decision of the arbitration committee shall be that the actual monetary loss of such claimant did not exceed the amount offered him by defendant in settlement of his claim, the claimant shall pay to the chairman of the arbitration committee for deposit in the Sulphur Springs Valley Arbitration Committee Account the amount of twenty-five Dollars (\$25.00) for each day, or portion thereof, during which matters affecting such claim are presented to the arbitration committee, which amount shall be applied as a credit against the compensation and expenses of the chairman of the arbitration committee.

(12) A certified copy of this Decree shall be recorded in the office of the County Recorder of Cochise County, Arizona, and such recordation shall constitute notice to each successor in ownership of the lands, or any interest therein, of the rights, privileges, duties and obligations of the parties hereunder, and neither the plaintiffs, nor their successors in ownership of the lands, nor the owners of any crops or other vegetation grown or to be grown on the lands, nor any occupant of the lands, shall hereafter institute or maintain any action or proceeding, in law or at equity, to enjoin, restrain or control the release or discharge of smoke, gases, fumes, dust or vapors from defendant's mill, or to recover damages caused by such smoke, gases,

1 fumes, dust or vapors to the lands, or to crops or other vegetation
2 thereon.

3 (13) Any owner of lands, in addition to those described
4 in this Decree, other than lands with respect to which defendant
5 holds an easement to discharge or release smoke, gases, fumes,
6 dust and vapors from its said smelter, may, with the consent of
7 defendant herein, voluntarily obtain the benefits of the provi-
8 sions of this Decree, and subject said lands to the provisions
9 hereof, the same as if such owner had been originally named as a
10 plaintiff herein, by filing with the clerk of the Court in this
11 Cause an agreement in writing to this effect, which agreement
12 shall describe the lands to be bound by the provisions of this
13 Decree, shall be signed and acknowledged by such owner and his
14 spouse, if any, and shall bear the written approval of the defend-
15 ant, and a certified or duplicate executed copy thereof shall be
16 recorded by defendant in the office of the County Recorder of
17 Cochise County, Arizona.

18 (14) All of the provisions of this Decree shall consti-
19 tute covenants running with and binding upon the lands, and as
20 such shall also be binding upon all persons who, subsequent to
21 the date of this Decree, shall derive from the plaintiffs here-
22 in any right, title or interest in said lands, or who in any
23 way shall succeed to any interest of the plaintiffs in such lands,
24 or who shall succeed to or acquire any interest in or to any
25 crops or other vegetation growing or to be grown on said lands.

26 (15) The owners of any lands affected by this Decree
27 may, between the first day of February and the first day of
28 April of any calendar year beginning with the year 1960, but not
29 otherwise, serve upon defendant and file herein, a notice in writ-
30 ing that such lands shall thereafter be released from the provi-
31 sions of this Decree, which notice shall describe the lands to be
32 so released and shall be signed and acknowledged by the owners of

1 such lands, and following the service and filing of such notice
2 as herein provided, the lands described therein shall no longer
3 be bound by the provisions of this Decree, except that no suit
4 or other action, in law or at equity, may be commenced or main-
5 tained by the owners of such lands, or the crops or other vegeta-
6 tion thereon, prior to the service and filing of such notice, on
7 account of, or arising out of, the operation of said smelter, or
8 the release and discharge therefrom of smoke, gases, fumes, dust
9 or vapors, or for or on account of loss, injury or damage caused
10 prior to the calendar year in which such notice is given as afore-
11 said, to such lands, or to the crops or other vegetation thereon,
12 from the operation of said smelter, or the release and discharge
13 therefrom of smoke, gases, fumes, dust or vapors.

14 (16) The defendant may, between the first day of Febru-
15 ary and the first day of April of any calendar year beginning
16 with the year 1960, but not otherwise, serve upon the owners of
17 the lands affected by this Decree and file herein, a notice in
18 writing that said defendant shall thereafter be released from
19 the provisions of this Decree, which notice shall be signed and
20 acknowledged on behalf of the defendant, and following the ser-
21 vice and filing of such notice as herein provided the defendant
22 shall no longer be bound by the provisions of this Decree, ex-
23 cept that defendant shall observe and perform all of the provi-
24 sions of this Decree with respect to claims for loss, injury or
25 damage caused prior to the calendar year in which such notice is
26 given as aforesaid, to the lands affected by this Decree, or to
27 the crops or other vegetation thereon, from the operation of said
28 smelter, or the release and discharge therefrom of smoke, gases,
29 fumes, dust or vapors.

30 (17) The release of any lands affected by this Decree,
31 or the release of defendant, from the provisions hereof, shall
32 not operate to revive, reinstate or continue any cause of action

1 herein, but the provisions of this Decree shall not prevent the
2 owners of any lands released from this Decree, or the crops or
3 other vegetation thereon, from commencing or maintaining any
4 cause of action arising in or after the calendar year in which
5 such lands are released from the provisions of this Decree, on
6 account of the operation of said smelter or the release and dis-
7 charge of smoke, gases, fumes, dust and vapors therefrom.

8 (18) Any notice which the Court may require to be served
9 upon the owner of any lands, crops or vegetation affected by this
10 Decree, or which may hereafter be affected by this Decree, in-
11 cluding the owners of lands affected by any agreement contemplated
12 under paragraph (13) of this Decree, shall be deemed served upon
13 the mailing thereof to the owner of such lands, crops or vegeta-
14 tion as the name and address of such owner may appear in the
15 files in this Cause.

16 (19) The provisions of this Decree shall be binding
17 upon and inure to the benefit of the defendant, its successors
18 and assigns.

19 (20) All causes of action, except the Second Cause of
20 Action, are dismissed with prejudice. The Court shall retain
21 jurisdiction of the Second Cause of Action solely for the purpose
22 of administering and enforcing this Decree.

23
24 DONE IN OPEN COURT this 18th day of May, 1955.

25
26 JAMES A. WALSH
27 Judge
28
29
30
31
32

SCHEDULE OF "THE LANDS" REFERRED TO IN THE
 DECREE IN LOWELL C. FIMCKARD AND OPAL
 D. FIMCKARD, HIS WIFE, ET AL., PLAINTIFFS,
 V. PHELPS DODGE CORPORATION, DEFENDANT

Township 21 South, Range 21 East

Section

21	W 1/2 SW 1/4
23	NW 1/4 NE 1/4; E 1/2 NE 1/4; E 1/2 SE 1/4
26	S 1/2 NE 1/4; S 1/2 SW 1/4; NE 1/4 SE 1/4; S 1/2 SE 1/4
27	W 1/2
28	W 1/2 NW 1/4; S 1/2
29	NE 1/4; S 1/2
30	SE 1/4
33	N 1/2; NE 1/4 SW 1/4; SE 1/4
36	All

Township 22 South, Range 23 East

Section

1	All
2	S 1/2
3	All
4	E 1/2 SE 1/4; NW 1/4 SE 1/4; SW 1/4 NE 1/4; lots 1 and 2; SW 1/4 NE 1/4
9	NE 1/4 less 2.11 acres; SE 1/4
10	All
11	NE 1/4 SE 1/4; NW 1/4; SW 1/4 SW 1/4; S 1/2 SE 1/4
12	NW 1/4 SW 1/4; S 1/2 S 1/2; N 1/2
13	E 1/2; SE 1/4
14	NW 1/4 NW 1/4; N 1/2 NE 1/4
15	All
22	NE 1/4; E 1/2 SW 1/4; N 1/2 SE 1/4; SE 1/4 SW 1/4

Township 21 South, Range 24 East

Section

33	All
27	SW 1/4 SE 1/4
31	Lots 3 and 4; E 1/2 SW 1/4; SE 1/4
33	E 1/2 SE 1/4; SW 1/4 SE 1/4
36	SE 1/4 NW 1/4; E 1/2 NE 1/4; SW 1/4 NE 1/4; SW 1/4 SW 1/4; NW 1/4 SE 1/4; N 1/2 SW 1/4

Township 22 South, Range 24 East

Section

7	Lots 3 and 4; E 1/2 SW 1/4
8	E 1/2
10	E 1/2 W 1/2; W 1/2 E 1/2
17	S 1/2 S 1/2; SW 1/4
18	Lot 1; NE 1/4 NW 1/4

1 Township 21 South, Range 25 East

2 Section

3	8	All
4	9	All
	17	All
	18	All
5	19	All
	20	All
6	21	All
	22	All
7	25	E 1/2 less 5 acres, school
8	30	E 1/2
	36	E 1/2

10 Township 19 South, Range 26 East

11 Section

12	4	E 1/2; N 1/2 NW 1/4; SW 1/4 NW 1/4
	17	All
13	19	SE 1/4 EXCEPT N 1/2 NW 1/4 SE 1/4, and EXCEPT (a) Beginning at the SE corner of said Section 19, thence N 90° to the point of beginning, thence N 1140', thence W 764'; thence S 1140', thence E 764' to the point of beginning, and also EXCEPT (b) Be- ginning at a point N 4° 36' W 26' from the NE corner of Section 30, Township 19 South, Range 26 East, thence N 4° 36' W 789.1', thence N 89° 47' W 760.8', thence S 0° 6' W 787.0', thence S 89° 47' E 825.8' to the point of beginning.
14		
15		
16		
17		
18	20	N 1/2 N 1/2
	28	W 1/2 NW 1/4; S 1/2 NW 1/4; SW 1/4; NE 1/4;
19	28	N 1/2 SE 1/4
	29	E 1/2 SE 1/4
20	31	W 1/2 SE 1/4
	32	W 1/2 SW 1/4; SW 1/4 NE 1/4; N 1/2 NE 1/4; NW 1/4
21	33	W 1/2 SE 1/4; SW 1/4 SW 1/4

23 Township 20 South, Range 26 East

24 Section

24		
25	3	N 1/2 Lots 1 and 2
	4	SE 1/4; S 1/2 NE 1/4; NE 1/4 SW 1/4; that part of the SE 1/4 NW 1/4 beginning at the NE corner there- of, thence W 42 rods, thence S 48 rods, thence E 42 rods, thence N 48 rods.
26		
27	10	SW 1/4
	11	NW 1/4 NW 1/4; the W 33' of NE 1/4 NW 1/4; S 1/2 NW 1/4; NE 1/4 SW 1/4
28		
29	12	SW 1/4 SW 1/4
	13	NW 1/4 NW 1/4; S 1/2 NW 1/4; N 1/2 SW 1/4
30	14	NE 1/4 NW 1/4; N 1/2 NW 1/4 NE 1/4; N 1/3 SE 1/4 NW 1/4; N 1/3 W 1/2 SW 1/4 NE 1/4; SE 1/4 SW 1/4
	15	SE 1/4 SE 1/4; SE 1/4 NE 1/4
31	22	E 1/2 NW 1/4 NW 1/4; NE 1/4 SW 1/4 NW 1/4; NE 1/4 NW 1/4; N 1/2 SE 1/4 NW 1/4
32		

Township 20 South, Range 26 East (continued)

Section

- 23 NW 1/4, NE 1/4 NW 1/4 SW 1/4; N 1/2 SE 1/4 NW 1/4 SW 1/4;
 N 2/3 NE 1/4 SW 1/4; SE 1/4 SE 1/4; that part of
 W 1/2 SE 1/4 beginning at a point 500' N of SW corner
 of SW 1/4, thence N 826', thence E 1320', thence S
 1366', thence W 931', thence N 560', thence W 389'
 to the point of beginning.
- 24 E 1/2 SE 1/4; S 1/2 SW 1/4 SW 1/4
 25 E 1/2 SW 1/4; W 1/2 SE 1/4

Township 21 South, Range 26 East

Section

- 3 E 1/2 SE 1/4
 15 S 1/2 NW 1/4 SW 1/4; S 1/2 N 1/2 NW 1/4 SW 1/4;
 N 1/2 SW 1/4 SW 1/4; N 1/2 S 1/2 SW 1/4 SW 1/4;
 E 1/2 SW 1/4
 19 S 1/2 SE 1/4
 20 SW 1/4 NE 1/4; SE 1/4 SW 1/4; W 1/2 SE 1/4
 21 W 1/2 SE 1/4
 22 NW 1/4; SW 1/4 NE 1/4; E 1/2 NE 1/4; S 1/2 SW 1/4;
 S 1/2 SE 1/4; NE 1/4 SE 1/4
 23 NW 1/4; that part NE 1/4 lying W of U.S. Highway 666;
 SW 1/4; that part SE 1/4 lying W of U.S. Highway 666
 26 NW 1/4; that part NE 1/4 lying W of U.S. Highway 666;
 SW 1/4; that part W 1/2 SE 1/4 lying W of U.S. Highway
 666
 27 SW 1/4
 28 S 1/2 NE 1/4; SW 1/4
 30 N 1/2 NE 1/4

Township 22 South, Range 26 East

Section

- 10 S 1/2 SE 1/4
 13 N 1/2
 14 NE 1/4; NW 1/4
 15 N 1/2 NE 1/4

Township 20 South, Range 27 East

Section

- 18 SE 1/4; SW 1/4
 20 NW 1/4

1 Township 21 South, Range 27 East

2 Section

3 14 NW 1/4, S 1/2
 23 N 1/2
 4 24 S 1/2, S 1/2 NW 1/4, NE 1/4 EXCEPT that part described
 5 as follows: Beginning NW corner of NE 1/4, thence
 6 E along Nly section line 80°, thence SWly to point
 337' S of NW corner of NE 1/4, thence N 337' to point
 of beginning.

7 Township 22 South, Range 27 East

8 Section

9 31 Lots 2 and 3, NE 1/4 SW 1/4, SE 1/4 NW 1/4

11 Township 21 South, Range 28 East

12 Section

13 7 Lots 1, 2, 3, 4, 5, 6, 7 and 8, E 1/2 W 1/2, SE 1/4,
 14 SW 1/4 NE 1/4
 8 W 1/2 NE 1/4, SE 1/4 NW 1/4, NW 1/4 SE 1/4,
 15 E 1/2 SW 1/4, SW 1/4 SW 1/4
 16 18 Lots 1, 2, 3, 4, 5, 6, 7 and 8, E 1/2 NE 1/4,
 SW 1/4 NE 1/4, S 1/2 SE 1/4, NW 1/4 SE 1/4,
 E 1/2 SW 1/4, SE 1/4 NW 1/4

21 ENDORSED
 UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF ARIZONA
 22 F-I-L-E-D
 23 MAY 18 1955
 WM. H. LOVELESS, CLERK
 24 By Elaine R. Whelan
 Deputy Clerk

304

CERTIFIED COPY

D. C. Form No. 89

United States of America

ss:

DISTRICT OF ARIZONA

I, W. H. LOVELESS, Clerk of the United States District Court in and for the District of Arizona, do hereby certify that the annexed and foregoing is a true and full copy of the original Decree entered and filed May 18, 1955, in the case entitled Lowell J. Pinckard and Opal D. Pinckard, his wife, et al., Plaintiffs, v. Phelps Dodge Corporation, a New York corporation, Defendant, numbered Civ 790 Tucson

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and

affixed the seal of the aforesaid Court at Tucson, Arizona

this 18th day of May, A. D. 1955

W. H. LOVELESS

Clerk.

By William H. Loveless
Chief Deputy

Deputy Clerk.



COCHISE COUNTY
RECORDED
SEAL OF ARIZONA
COUNTY OF COCHISE
W. NEWBURY, County Recorder

I hereby certify that the within instrument was filed and recorded as required

Fee \$ 10.55 Womans Hill, Fitzhilt Junction, 807. T. T. Blight, Cochise, Ariz

Total \$ _____ Date MAY 20 1955 - 9:00 AM
 Docket 125 Page 286-304 No. 6567

Frank Geers

157 / 99

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF ARIZONA

99

LOWELL C. PINCKARD and OPAL
D. PINCKARD, his wife, et al.,

Plaintiffs,

v.

PHELPS DODGE CORPORATION, a
New York Corporation,

Defendant.

No. Civ. 790-TUCSON

AGREEMENT

The undersigned, being the owners of the following described
lands in Cochise County, Arizona:

See attached descriptions

in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to them in hand paid by PHELPS DODGE CORPORATION, receipt whereof is hereby acknowledged, and in further consideration of the agreements of the said PHELPS DODGE CORPORATION hereinafter contained, do hereby agree that all of the provisions of that certain Decree entered in the above entitled Cause under date of May 18, 1955, and recorded in the office of the County Recorder of Cochise County, Arizona, on May 20, 1955, in Docket 125, at pages 266-304, inclusive, shall constitute covenants running with and binding upon the above described lands, and the crops and other vegetation thereon, the same as if the provisions of said Decree were fully set forth herein, and as such shall also be binding upon the undersigned and upon all persons who, subsequent to the date of this Agreement, shall derive from the undersigned any right, title or interest in the above described lands, or who in any way shall succeed to any interests of the undersigned in such lands, or who shall succeed to or acquire any interest in or to any crops or other vegetation growing or to be grown on said lands, and all and sundry the provisions of said Decree are, by this reference, made a part hereof as covenants of the undersigned.

PHELPS DODGE CORPORATION, by the approval hereof, does hereby agree that the owners of the above described lands, and all persons who, subsequent to the date of this Agreement, shall derive from them any right, title or interest in said lands, or who in any way shall succeed to any interest of the above named owners in such lands, or who shall succeed to or acquire any interest in any crops or other vegetation growing or to be grown on said lands, shall, with respect to the above described lands, and the crops and other vegetation thereon, have all of the rights and privileges provided in said Decree with respect to the owners of the lands therein described, and the crops and other vegetation thereon, the same as if the owners of the above described lands had been plaintiffs in the above Cause at the time of the entry of the Decree therein, and the duties and obligations of PHELPS DODGE CORPORATION as set forth in said Decree shall extend to and inure to the benefit of the above described lands, and the owners thereof, and the owners of the crops and other vegetation thereon, the same as if the provisions of said Decree had been fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the 31st day of _____, 1955.

OWNERS

Address of Owners

PHELPS DODGE CORPORATION
By _____
Its Vice Pres

STATE OF ARIZONA)
County of Cochise) ss.

On this, the 31st day of _____, 1955,
before me, _____, the undersigned officer,
personally appeared _____,
known to me (or satisfactorily
proven) to be the persons whose names are subscribed to the
within instrument, and acknowledged that they executed the
same for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My commission expires _____

Notary Public

The following described property in the County of Cochise, State of Arizona, South and East of the Gila and Salt River Base and Meridian:

TOWNSHIP EIGHTEEN (18), RANGE TWENTY-SIX (26)

The E $\frac{1}{2}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 21
 The SW $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 22
 The E $\frac{1}{2}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ SE $\frac{1}{4}$, the SW $\frac{1}{4}$, and the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 23
 The N $\frac{1}{2}$, the SE $\frac{1}{4}$, and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24
 Lot Numbered 2, the S $\frac{1}{2}$, and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25
 The N $\frac{1}{2}$ of Section 28
 The S $\frac{1}{2}$ of Section 34
 All of Section 35

TOWNSHIP EIGHTEEN (18), RANGE TWENTY-SEVEN (27)

All of Section 17
 All of Section 18
 All of Section 19
 All of Section 20
 All of Section 21
 The E $\frac{1}{2}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 22
 The E $\frac{1}{2}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ SE $\frac{1}{4}$, and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27
 The N $\frac{1}{2}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28
 The NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ NE $\frac{1}{4}$, the N $\frac{1}{2}$ SW $\frac{1}{4}$, and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 29
 The E $\frac{1}{2}$, Lots numbered 3 and 4, and the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 30
 The N $\frac{1}{2}$, the SW $\frac{1}{4}$, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31
 All of Section 33
 The S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 34
 The N $\frac{1}{2}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 16
 The W $\frac{1}{2}$, the S $\frac{1}{2}$ NE $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 15

TOWNSHIP NINETEEN (19), RANGE TWENTY-SIX (26)

Lots numbered 1, 2, and 3, and the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 1
 The SE $\frac{1}{4}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 2
 Lot numbered 4, the SW $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 3
 Lot numbered 1 in Section 3
 The W $\frac{1}{2}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10
 The E $\frac{1}{2}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 11
 The S $\frac{1}{2}$ of Section 13
 The NE $\frac{1}{4}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14
 The W $\frac{1}{2}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 15
 The E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24
 The N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 25

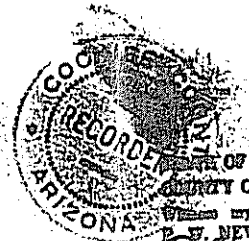
TOWNSHIP NINETEEN (19), RANGE TWENTY-SEVEN (27)

Lot numbered 2, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 5
 The NW $\frac{1}{4}$ and the S $\frac{1}{2}$ of Section 6
 The NE $\frac{1}{4}$, and Lots numbered 1, 2, 3, and 4, in Section 7
 The N $\frac{1}{2}$, and Lots numbered 3 and 4, and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18
 The E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 19
 The N $\frac{1}{2}$ of Section 28
 All of Section 29
 All of Section 30
 The N $\frac{1}{2}$ of Section 31
 The W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 32

102

TOWNSHIP TWENTY (20), RANGE TWENTY-SEVEN (27)

Lots numbered 3 and 4, the S $\frac{1}{2}$ NW $\frac{1}{4}$, Lots numbered 1 and 2, and the S $\frac{1}{2}$ NE $\frac{1}{4}$, and the SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 4
Lots numbered 1, 2, 3, and 4, the S $\frac{1}{2}$ NW $\frac{1}{4}$, the S $\frac{1}{2}$ NE $\frac{1}{4}$, and the S $\frac{1}{2}$ of Section 5
The EW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 9



STATE OF ARIZONA
COUNTY OF COCHISE
Witness my hand and Official Seal
P. W. NEWBERRY, County Recorder

Indexed	Photostat- Completed	Filed
---------	-------------------------	-------

I hereby certify that the within instrument was filed and recorded at request of

Per \$ 4.00. Phelps Dodge Corporation
Box 432. Douglas, Arizona.

L R S _____ Date AUG 6 1956 - 9.00 AM

Total \$ _____ Page 99-102 No 9185

Docket 151

354

When recorded, mail to:
Boyle, Bilby, Thompson &
Shoenhair, 9th Floor Valley
Nat'l. Bldg., Tucson, Ariz.

11463

STATE OF ARIZONA)
COUNTY OF PIMA) ss. I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona.

No. 11463
Book DOCKET NO. 222 Page 354-361

Witness my hand and Official Seal.

ANDREW SULLINGER,
County Recorder

Date: JUL 28 1959 - 8:00AM
Request of: PIONEER TITLE & TRUST CO.

Indexed	Paged	Blotted

By Ray L. Roscoe
Deputy

Fee: 7.00

BISBEE, ARIZONA

Deed

For the consideration of -----TEN AND no/100----- Dollars,

and other valuable considerations, I (or we) FRANK M. GEERS and OLIVE M. GEERS,
his wife,

do hereby CONVEY unto MANERD GAYLER and ALICE PARKER GAYLER, his wife,

Cochise

the following described real property situate in PIMA County, Arizona:

All that certain real property known as
GEERS RANCH near Pearce, Arizona, more
particularly described upon Schedule A,
which is attached hereto and made a part
hereof by reference.

SUBJECT TO: Taxes for the year 1959 and
the reservations set forth
on Schedule A.



Dated this 22nd day of July, 1959

Frank M. Geers
Olive M. Geers

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this 22nd day of JULY, 1959
by FRANK M. GEERS and OLIVE M. GEERS.

My commission expires: October 10, 1962

James D. Eakin
Notary Public



ASSESSOR

When recorded, mail to:
Boyle, Bilby, Thompson &
Shoenhair, 9th Floor Valley
Nat'l. Bldg., Tucson, Ariz.

11453

STATE OF ARIZONA) I hereby certify that the within
COUNTY OF COCHISE) instrument was filed for record
in Pima County, State of Arizona.

No. _____
Book DOCKET NO. 222 Page 34-361
Date: JUL 28 1959 - 8 00AM
Request of: PIONEER TITLE & TRUST CO.

Witness my hand and Official Seal.

ANNA SULLINGER,
County Recorder

Indexed	Paged	Flotted

By *Ray L. Posner*
Deputy

BISBEE, ARIZONA

355

SCHEDULE "A"

DESCRIPTION OF LAND IN COCHISE COUNTY, ARIZONA

PARCEL I:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SIX (26) EAST:

The East half of the Southwest quarter and the South half of the Southeast quarter of Section Twenty One (21);

The Southwest quarter, and the East half of the Southeast quarter of Section Twenty two (22); and

The East half of the Northwest quarter, and the Southwest quarter of Section Twenty three (23);

EXCEPT an undivided one-half (1/2) interest in and to the mineral rights in the above described land as reserved in Deed from Nora Sue Ray, a widow, to Frank M. Geers, married, recorded October 29, 1945, in Book 143, Deeds of Real Estate, at page 133.

The Northeast quarter of the Southwest quarter of Section Twenty four (24);

EXCEPT all interest to oil, gas or other minerals on said lands, as reserved in Deed from W. F. Stark and Frances Stark, his wife, John R. Stark and Goldie Stark, his wife, H. K. Stark and Susan S. Stark, his wife, and Mary Alice Creasey and W. B. Creasey, her husband, doing business as Stark Brothers, to Samuel H. Spain, recorded March 20, 1940, in Book 128, Deeds of Real Estate, at page 129.

The North half of the Northeast quarter of Section Twenty Four (24);

EXCEPT an undivided one-half (1/2) interest in and to the mineral rights in the above described land as reserved in Deed from Nora Sue Ray, a widow, to Frank M. Geers, married, recorded October 29, 1945 in Book 143, Deeds of Real Estate, at page 133.

The East half of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section Twenty Three (23).

The Northwest quarter, the Northwest quarter of the Southwest quarter, the South half of the Northeast quarter, and the North half of the Southeast quarter of Section Twenty four (24).

The South half of Section Twenty five (25).
The North half of Section Twenty eight (28).
The South half of Section Thirty four (34).

All of Section Thirty Five (35).

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The South half of the Southeast quarter, and the West half of Section Fifteen (15);

All of Section Seventeen (17);

Y
A
F
I
L
M
+
ASSESSOR

When records, mail to:
Boyle, Bilby, Thompson &
Schoenhair, 9th Floor Valley
Nat'l. Bldg., Tucson, Ariz.

11463

STATE OF ARIZONA) I hereby certify that the within
COUNTY OF PIMA) instrument was filed for record
in Pima County, State of Arizona
Witness my hand and Official Seal. ANNA SULLINGER,
County Recorder

No. 11463
Book DOCKET NO. 222 Page 354-361
Date: JUL 28 1959 - 8:00AM
Request of: PIONEER TITLE & TRUST CO.
BISBEE, ARIZONA
Fee: 7.00

Indexed	Paged	Blotted

By *Ray L. Loser*
Deputy

356

All of Section Eighteen (18);

The North half of the Northwest quarter, the Southwest quarter of the Northwest quarter, the Northwest quarter of the Southwest quarter, and the East half of Section Nineteen (19);

All of Section Twenty (20);

All of Section Twenty one (21);

The Northeast quarter, the West half of the Southeast quarter, and the Southeast quarter of the Southeast quarter of Section Twenty two (22);

The Northwest quarter of the Northeast quarter, the Southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section Twenty Seven (27);

The North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section Twenty eight (28);

The North half of the Northwest quarter, the West half of the Northeast quarter, and the Northeast quarter of the Northeast quarter of Section Twenty nine (29);

The Northeast quarter, the South half of the Southeast quarter, and the Southwest quarter of Section Thirty (30);

The West half of the Northwest quarter, the Southeast quarter of the Northwest quarter, and the Southwest quarter of Section Thirty One (31);

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SIX (26) EAST:

Lots 1, 2, 3, and the South half of the North half of Section One (1);

Lots 1 and 4, and the Southwest quarter of Section Three (3);

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The Southeast quarter of the Northeast quarter of Section Seven (7);

The North half of Section Thirty (30);

The West half of Section Twenty Nine (29);

The West half of Section Twenty Eight (28);

The North half of Section Thirty One (31);

IN TOWNSHIP TWENTY (20) SOUTH, RANGE TWENTY SEVEN (27) EAST:

Lots 1, 2, 3 and 4, and the South half of the North half, and the South half of Section Five (5);

ASSESSOR
S. A. FEIT

Boyle, Bilby, Thompson &
Shoenhair, 9th Floor, Valley
Nat'l. Bldg., Tucson, Ariz.

11463

STATE OF ARIZONA)
COUNTY OF PUEBLO) ss. I hereby certify that the within
Witness my hand and Official Seal.) instrument was filed for record
in this County, State of Arizona.
ANNA SLEINGER,
County Recorder

No. 11463
Book DOCKET NO. 222 Page 361-361
Date: JUL 28 1959 - 8:00AM
Request of: PIONEER TITLE TRUST CO.
BISSIE, ARIZONA
Fee: 7.00

Indexed	Paged	Blotted

By *Ray L. Loefer*
Deputy

357

PARCEL II:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The Northeast quarter of the Southeast quarter of Section Twenty two (22);

PARCEL III:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SIX (26) EAST:

The North half of the Southeast quarter of Section Twenty one (21);

EXCEPT an undivided three-fourths (3/4) interest in and to any and all oil, gas or other minerals, as to the Northwest quarter of the Southeast quarter, as reserved in Deed from W. F. Stark, single, Mrs. W. B. Creasey and W. B. Creasey, her husband, and John R. Stark and Goldie Stark, his wife, to Harold K. Stark, recorded March 14, 1931 in Book 110, Deeds of Real Estate, at page 7;

EXCEPT all interest in the coal and other minerals in the lands so granted, sold and conveyed, as to the Northwest quarter of the Southeast quarter, as reserved in Deed from Harold K. Stark and Susan S. Stark, his wife, to Frank M. Geers, recorded August 2, 1940 in Book 129, Deeds of Real Estate, at page 473.

The South half of the Southeast quarter of Section Twenty four (24);

Lot 2, and the Southwest quarter of the Northeast quarter of Section Twenty five (25);

EXCEPTING all the coal and other minerals as reserved unto the United States of America in the Patent of said land.

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The North half of the Southeast quarter, and the South half of the Northeast quarter of Section Fifteen (15);

The Southeast quarter of the Northwest quarter, the East half of the Southwest quarter, and the Southwest quarter of the Southwest quarter of Section Nineteen (19);

The Northeast quarter of the Northeast quarter of Section Twenty Seven (27);

The South half of the Northwest quarter, the North half of the Southwest quarter, and the West half of the Southeast quarter of Section Twenty Nine (29);

The North half of the Southeast quarter of Section Thirty (30);

The Northeast quarter of the Northwest quarter, the Northeast quarter, and the Northwest quarter of the Southeast quarter of Section Thirty one (31);

All of Section Thirty three (33).

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SIX (26) EAST:

The Southwest quarter of the Northwest quarter of Section Three (3).

ASSESSOR

Boyle, Bibby, Thompson &
Shoenhair, 9th Floor Valley
Nat'l. Bldg., Tucson, Ariz.

11463

STATE OF ARIZONA) I hereby certify that the within
COUNTY OF PIMA) instrument was filed for record
in Pima County, State of Arizona.

No. 11463
Book DOCKET NO. 222 Page 384-361

Date: JUL 28 1959 - 8 00AM

Request of: PIONEER TITLE & TRUST CO.

Witness my hand and Official Seal.

ASHTA SULLINGER
County Recorder

Indexed	Paged	Blotted

By *Ray F. Loefer*
Deputy

BISPEE, ARIZONA

Fee: 7.00

358

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN (27) EAST:

- The Northwest quarter, and the South half of Section Six (6);
- The North half of the Northeast quarter, and the Southwest quarter of the Northeast quarter of Section Seven (7);
- The South half of Section Thirty (30);
- The East half of Section Twenty Nine (29);

IN TOWNSHIP TWENTY (20) SOUTH, RANGE TWENTY SEVEN (27) EAST:

- Lots 1, 2, 3, and 4, and the South half of the North half, and the South half of Section Four (4);
- The North half of Section Nine (9);

EXCEPTING AND RESERVING, however, all the coal and other minerals in the lands so entered and patented, as reserved in the patents of said lands in Parcel III above.

PARCEL IV:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN (27) EAST:

- The North half of the North half, and the North half of the South half of Section Sixteen (16);
- The South half of the Southwest quarter of Section Twenty-two (22);
- The South half of the North half of Section Thirty four (34);

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SIX (26) EAST:

- The South half of the Southwest quarter of Section Two (2);
- The South half of the Southeast quarter of Section Three (3);
- The South half of the Southeast quarter of Section Ten (10);
- The South half of the Southwest quarter of Section Eleven (11);
- The South half of the South half of Section Fourteen (14);
- The South half of the Southeast quarter of Section Fifteen (15);
- The East half of the West half of Section Twenty four (24);
- The North half of the North half of Section Twenty Five (25);

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN (27) EAST:

- Lot 2, the Southwest quarter of the Northeast quarter, and the West half of the Southeast quarter of Section Five (5);

ASSESSOR

When recorded, mail to:
Boyle, Bilby, Thompson &
Shoenhair, 9th Floor Valley
Nat'l. Bldg., Tucson, Ariz.

11463

STATE OF ARIZONA)
COUNTY OF PUEBLO)
I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona.
Witness my hand and Official Seal.

No. _____
Book DOCKET NO. 22 Page 354-361
Date: JUL 28 1939 - 8 00AM
Request of: PIONEER TITLE & TRUST CO.
BISBEE, ARIZONA
Fee: _____

Indexed	Paged	Blotted

ABRAHAM GULLINGER
County Recorder
By *R. F. Rosen*
Deputy

359

ASSESSOR

Lots 1, 2, 3 and 4, in Section Seven (7);

Lots 3 and 4, and the Southeast quarter of the Southwest
quarter of Section Eighteen (18);

The East half of the West half of Section Nineteen (19).

EXCEPTING AND RESERVING, however, all gas, oil, metals and
mineral rights in the lands so entered and patented, as reserved
in the patents of said lands in PARCEL IV above.

PARCEL V:

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SIX (26) EAST:

The Southeast quarter of Section Two (2).

The West half of Section Ten (10).

The East half of Section Eleven (11).

The South half of Section Thirteen (13).

Northeast quarter of Section Fourteen (14).

The West half of Section Fifteen (15).

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The North half of Section Eighteen (18).

PARCEL VI:

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The West half of the Southwest quarter of Section Thirty Two (32);

EXCEPTING AND RESERVING, however, all gas, oil and metals and
mineral rights in the lands so entered and patented, as reserved
in the patents of said lands in PARCEL VI above.

ALL EAST OF THE GILA AND SAINT RIVER BASE AND MERIDIAN, IN THE
COUNTY OF COCHISE, STATE OF ARIZONA.

SUBJECT TO:

1. Taxes for 1959.
2. The reservations contained in that certain Patent from
the United States of America reading as follows:
"Subject to any vested and accrued water rights for
mining, agricultural, manufacturing, or other pur-
poses and rights to ditches and reservoirs used in
connection with such water rights as may be recog-
nized and acknowledged by the local customs, laws
and decisions of courts; and there is reserved from
the lands hereby granted, a right of way thereon for

When recorded, mail to:
Boyle, Bilby, Thompson &
Shoenhair, 9th Floor Valley
Nat'l. Bldg., Tucson, Ariz.

11463

COUNTY OF PIMA)
OF ARIZONA) ss. I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona.
Witness my hand and Official Seal. ANNA SUEBINGER,
County Recorder

No. 11463
Book DOCKET NO. 222 Page 354-361
Date: JUL 28 1959 - 8 00AM
Request of: PIONEER TITLE & TRUST CO.,
BISBEE, ARIZONA

Indexed	Paged	Blotted

By *Ruf. L. Loefer*

360

ditches or canals constructed by the authority
of the United States of America." (Parcels I
and III).

3. The reservations contained in that certain Patent
from the United States of America, reading as follows:

"Subject to any vested and accrued water rights
for mining, agricultural, manufacturing, or other
purposes and rights to ditches and reservoirs used
in connection with such water rights as may be
recognized and acknowledged by the local customs,
laws and decisions of courts; and also subject to
the right of the proprietor of a vein or lode to
extract and remove his ore therefrom, should the
same be found to penetrate or intersect the prem-
ises hereby granted, as provided by law."
(Parcel II).

4. The reservations unto the United States of America,
of the right to enter upon the lands, to prospect for,
mine and remove all the coal and other minerals as
reserved in the Patent of said land. (Parcel III).

5. The reservations contained in that certain Patent from
the State of Arizona, reading as follows:

"EXCEPTING and Reserving unto the United States
rights-of-way for ditches and canals constructed
by their authority. All gas, oil, metals and
mineral rights reserved to the State of Arizona.
This Patent is issued subject to any and all ease-
ments or rights-of-way as heretofore legally ob-
tained and now in full force and effect."
(Parcel IV).

6. The reservations contained in that certain Patent from
the United States of America reading as follows:

"EXCEPTING and Reserving unto the United States
rights-of-way for ditches and canals constructed
by their authority. This Patent is issued subject
to any and all easements, or rights-of-way hereto-
fore legally obtained and now in full force and
effect." (Parcel V).

7. The reservations contained in that certain Patent from
the State of Arizona reading as follows:

"EXCEPTING and Reserving unto the United States,
rights-of-way for ditches and canals constructed
by their authority, all gas, oil, metals and
mineral rights reserved to the State of Arizona.
(Parcel VI).

8. Easement, and rights incident thereto for road pur-
poses, as granted to State of Arizona, by those certain
instruments recorded:

(a). March 3, 1936, in Book 120, Deeds of Real Estate,
at page 336. (W₂Sec.3, T.19S., R.26E.; SW₂ Sec.34,
T.18S., R.26E).

Boyle, Pilby, Thompson &
Shoenhair, 9th Floor Valley
Nat'l. Bldg., Tucson, Ariz.

11463

COUNTY OF PIMA)
OF ARIZONA) ss. I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona.

No. _____
Book DOCKET NO. 222 Page 284-261

Witness my hand and Official Seal.

ASNA-SUBINGER,
County Recorder

Date: JUL 28 1959 - 8 00 AM

Request of: PIONEER TITLE & TRUST CO.
BISBEE, ARIZONA

Indexed	Paged	Blotted

By *Ray F. Rose*
Deputy

Fee: 7.00

361

- (b). November 22, 1939, in Book 127, Deeds of Real Estate, at page 513. (NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21, T. 18S., R. 26E.)
- (c). November 22, 1939, in Book 127, Deeds of Real Estate, at page 518. (S $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 21, T. 18S., R. 26E.)
- (d). February 20, 1953, in Docket 81, at page 103. (N $\frac{1}{2}$ Sec. 15, 16, 17 and 18, T. 18S., R. 27E.)
8. Right of way for County roads and highways.
9. Decree entered May 18, 1955, in the District Court of the United States for the District of Arizona, Cause No. Civ. 790-Tucson, entitled Lowell C. Pinckard, et al., vs. Phelps Dodge Corporation, recorded May 20, 1955, in Docket 125 at pge. 286, providing for settlement by Arbitration of Claims for damages to crops and vegetation by smoke, gases, fumes, etc., the provisions of which Decree were extended to include the within described property by Agreement recorded August 6, 1956, in Docket 151, at page 99.
10. Rights of Harold K. Stark and Susan S. Stark, his wife, to prospect for, mine and remove all the coal and other minerals, as they may see fit, as more fully set out and reserved in Deed from Harold K. Stark, and Susan S. Stark, his wife, to Frank M. Geers, recorded August 2, 1940 in Book 129, Deeds of Real Estate, at page 473. (NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 21, T. 18S., R. 26E.)
11. Mortgage to secure an indebtedness of \$115,000.00 and other amounts payable thereunder, executed by Frank M. Geers and Olive M. Geers, his wife, to The Valley National Bank of Phoenix, a National Banking Association, dated March 14, 1956, recorded April 10, 1956, in Docket 144, at page 294; and thereafter on May 9, 1956, assigned to the Equitable Life Assurance Society of the United States, a Corporation of New York, by that certain Assignment of Mortgage recorded May 14, 1956, in Docket 146 at page 202.
12. The Grantors reserve one-half of the mineral rights in all of the lands above described wherein Grantors own of record the entire mineral interest; it being understood that this reservation does not apply to any lands wherein Grantors own less than the entire mineral interest.

STATE OF ARIZONA
COUNTY OF COCHISE
Witness my Hand and Official Seal
JAMES O. DIXON County Recorder

I hereby certify that the within instrument was filed and recorded at amount of
SOUTHERN ARIZ. T. & R. CO.
BISBEE, ARIZONA.

Fee: 6.25

L. R. S.

Total \$ DOCKET 380

Date APR 5 1965 - 2 00 PM

Page 331-537 - 5809

Indexed Photostat Compared Blotted



DEED

For the consideration of ten and no/100 dollars, and other valuable considerations, we, MANERD GAYLER and ALICE PARKER GAYLER, husband and wife, do hereby CONVEY UNTO IOZONA, INCORPORATED, an Iowa corporation qualified to do business in the State of Arizona, the following described real property situate in Cochise County, Arizona:

PARCEL 1:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SIX (26) EAST:

The East half of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 23;

The North half and the North half of the South half of Section 24;

The North half of the South half of Section 25.

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The South half of the Southeast quarter, and the West half of Section 15;

All of Section 17;

All of Section 18;

The North half of the Northwest quarter, the Southwest quarter of the Northwest quarter, the Northwest quarter of the Southwest quarter, and the East half of Section 19;

All of Section 20;

All of Section 21;

The Northeast quarter, the West half of the Southeast quarter, and the Southeast quarter of the Southeast quarter of Section 22;

The Northwest quarter of the Northeast quarter,

532

the Southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 27;

The North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 28;

The North half of the Northwest quarter, the West half of the Northeast quarter, and the Northeast quarter of the Northeast quarter of Section 29;

The Northeast quarter, the South half of the Southeast quarter, and the Southwest quarter of Section 30;

The West half of the Northwest quarter, the Southeast quarter of the Northwest quarter, and the Southwest quarter of Section 31.

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SIX (26) EAST:

Lots 1 and 2, and the South half of the Northeast quarter of Section 1.

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The Southeast quarter of the Northeast quarter of Section 7;

The North half of Section 30;

The West half of Section 29;

The West half of Section 28;

The North half of Section 31.

IN TOWNSHIP TWENTY (20) SOUTH, RANGE TWENTY SEVEN (27) EAST:

Lots 1, 2, 3 and 4, and the South half of the North half, and the South half of Section 5.

PARCEL 11:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN (27) EAST:

The Northeast quarter of the Southeast quarter of Section 22.

PARCEL III:

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SIX (26)
EAST:

The South half of the Southeast quarter of Section 24;

Lot 2 and
the Southwest quarter of the Northeast quarter
of Section 25.

IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN
(27) EAST:

The North half of the Southeast quarter, and
the South half of the Northeast quarter
of Section 15;

The Southeast quarter of the Northwest quarter, and
the East half of the Southwest quarter, and
the Southwest quarter of the Southwest quarter
of Section 19;

The Northeast quarter of the Northeast quarter of Section 27;

The South half of the Northwest quarter,
the North half of the Southwest quarter, and
the West half of the Southeast quarter
of Section 29;

The North half of the Southeast quarter of Section 30;

The Northeast quarter of the Northwest quarter,
the Northeast quarter, and
the Northwest quarter of the Southeast quarter
of Section 31;

All of Section 33.

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN
(27) EAST:

The Northwest quarter, and
the South half of Section 6;

The North half of the Northeast quarter, and
the Southwest quarter of the Northeast quarter
of Section 7;

The South half of Section 30;

The East half of Section 29.

IN TOWNSHIP TWENTY (20) SOUTH, RANGE TWENTY SEVEN (27)

EAST:

Lots 1, 2, 3 and 4, and
the South half of the North half, and
the South half of Section 4;

The North half of Section 9.

PARCEL IV:IN TOWNSHIP EIGHTEEN (18) SOUTH, RANGE TWENTY SEVEN EAST:

The North half of the North half and
the North half of the South half
of Section 16;

The South half of the Southwest quarter of Section 22;

The South half of the North half of Section 34.

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SIX (26) EAST:

The East half of the West half of Section 24;

The North half of the North half of Section 25.

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN (27) EAST:

Lot 2,
the Southwest quarter of the Northeast quarter, and
the West half of the Southeast quarter
of Section 5;

Lots 1, 2, 3 and 4 in Section 7;

Lots 3 and 4 and
the Southeast quarter of the Southwest quarter
of Section 18;

The East half of the West half of Section 19.

PARCEL V:IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SIX (26) EAST:

The Southeast quarter of Section 13.

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN

(27) EAST:

The North half of Section 18.

PARCEL VI:

IN TOWNSHIP NINETEEN (19) SOUTH, RANGE TWENTY SEVEN
(27) EAST:

The West half of the Southwest quarter of Section 32.

ALL EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
IN THE COUNTY OF COCHISE, STATE OF ARIZONA.

SUBJECT TO:

1. Taxes for the year 1909, and subsequent years.
2. RESERVATIONS contained in that certain Patent from the United States of America, reading as follows: "SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States of America." (Parcel I and VII).
3. RESERVATIONS contained in that certain Patent from the United States of America, reading as follows: "SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and also subject to the right of the proprietor of a vein or lode to extract and remove therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law." (Parcel II).
4. RESERVATIONS unto the United States of America, of the right to enter upon the lands, to prospect for, mine and remove all the coal and other minerals as reserved in the Patent to said land (Parcel III).
5. RESERVATIONS contained in that certain Patent from the State of Arizona, reading as follows: "EXCEPTING and reserving unto the United States rights-of-way for ditches and canals constructed by their authority. All gas, oil, metals and minerals rights reserved to the State of Arizona. This Patent is issued

subject to any and all easements or rights-of-way as heretofore legally obtained and now in full force and effect." (Parcel IV).

6. RESERVATIONS contained in that certain Patent from the United States of America, reading as follows: "EXCEPTING and reserving unto the United States rights-of-way for ditches and canals constructed by their authority. This Patent is issued subject to any and all easements, or rights-of-way heretofore legally obtained and now in full force and effect." (Parcel V).

7. RESERVATIONS contained in that certain Patent from the State of Arizona, reading as follows: "EXCEPTING and reserving unto the United States, rights-of-way for ditches and canals constructed by their authority, all gas, oil, metals and minerals rights reserved to the State of Arizona (Parcel VI).

8. RESERVATION of minerals as shown in deed from Frank M. Coers, et ux, to Mauder Gayler, et ux, recorded July 24, 1959 in Book 222 at page 354, reading as follows: "The Grantors reserve one-half of the mineral rights in all of the lands above described wherein grantors own of record the entire mineral interest, it being understood that the reservations does not apply to any land wherein Grantors own less than the entire mineral interest."

9. Reservations of all oil, gas and other minerals, as shown in deed to Samuel H. Spain of record in Book 128 of Deeds of Real Estate at page 129, affecting the Northeast quarter of the Southwest quarter of Section 24, Township 13 South, Range 26 East.

10. Reservation by Mauder Gayler and Alice Parker Gayler, his wife, of one-half of any interest that they now have in and to oil, gas or other minerals in or under any of the hereinabove described lands.

11. Perpetual easement to the State of Arizona for road purposes as recorded in Docket 81 at page 103, affecting the North half of Sections 15, 16, 17 and 18, Township 18 South, Range 27 East.

12. Right of way easement to the Mountain States Telephone and Telegraph Company, as recorded in Docket 309 at page 29, affecting the West 10 feet of the East 35 feet of Sections 17 and 18, Township 18 South, Range 27 East.

13. Decree entered May 18, 1955 in the District Court of the United States in the District of Arizona, Cause No. Civ. 790-Passon, entitled Lowell C. Pinckard,

at al. vs. Phelps Dodge Corporation, recorded May 20, 1955, in Docket 125 at page 286, providing for settlement by Arbitration of Claims for damages to crops and vegetation by smoke, gases, fumes, etc., the provisions of which Decree were extended to include the within described property by Agreement recorded August 6, 1956, in Docket 151 at page 99.

14. Realty mortgage dated July 22, 1959 and recorded July 28, 1959 in Docket 222 at page 562, executed by Mabel Gayler and Alice Parker Gayler, husband and wife, in favor of Frank M. Geers and Olive M. Geers, husband and wife.

15. Easements and/or existing roads and highways.

DEED DATED 3/1/59 BY MARCH, 1959.

[Handwritten signatures]

STATE OF ARIZONA }
County of Pima } ss.

This instrument was acknowledged before me this 5th day of March, 1959, by MANERD GAYLER and ALICE PARKER GAYLER, husband and wife.

[Handwritten signature]
ROSEMARY PUBLIC
Notary Public
PIMA COUNTY, ARIZONA

My commission expires: May 20, 1961

STATE OF ARIZONA }
COUNTY OF PIMA } ss.
Witness my hand and official seal
JAMES G. DUNN County Recorder
2/10/60

I do hereby certify that the within instrument was filed and recorded at the office of
SOUTHERN ARIZ. T. & L. CO.
TULSA, ARIZONA.

Total \$ 6.25 Date APR 5 1965 - 2:00 PM
DOCKET # 531-537
Book # 5809

Indexed	Photostat	Filed
Completed		

WARRANTY DEED


KNOW ALL MEN BY THESE PRESENTS:

That FRANKLIN G. PROSIUS, 156 South Centre Street, Frackville, Schuylkill County, Pennsylvania, 17931, for and in consideration of the sum of ONE (\$1.00) DOLLAR, and other valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, sell and convey unto: RUTH P. BUCHINSKY, 422 South Balliet Street, Frackville, Schuylkill County, Pennsylvania, 17931, the following described property, to wit:

All of Lots 668, 669 and 673 in Block ---- of Sun Ranches, Unit No. 2, a subdivision of Cochise County, Arizona, according to the map thereof recorded in the Office of the Recorder of Cochise County, Arizona, including any gas, oil or mineral rights now owned by GRANTOR; SUBJECT to taxes for the current year and thereafter, easements, restrictions and reservations and patent reservations of record in the Office of said recorder.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, her heirs and assigns forever; and said grantor does hereby bind himself, his successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said GRANTEE, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

In testimony whereof, said grantor has caused these presents to be executed and his signature hereto affixed this _____ day of _____, 1980.

 (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF SCHUYLKILL :

Before me, the undersigned authority, on this day personally appeared FRANKLIN G. BROSIUS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his act and deed, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 13 day of July, 1980.

Mary Lee Frack
Notary Public

Mary Lee Frack, Notary Public
Frackville Borough, Schuylkill County
My Commission Expires Aug. 7, 1982
Member, Pennsylvania Association of Notaries



STATE OF ARIZONA }
COUNTY OF COCHISE } ss.

WITNESS MY HAND AND OFFICIAL SEAL
SEARCHED INDEXED SERIALIZED RECORDED

J. L. [Signature]
DEPUTY CLERK
FILED [Stamp]

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS FILED AND RECORDED
AT THE REQUEST OF:

FILE # 500

DEPUTY CLERK

1441 PAGE 18

EX. 1441 PAGE 18

PROTECTIVE COVENANTS

ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE under Trust No. 6625-T and HORIZON LAND CORPORATION, a Delaware Corporation, being the owners of all the legal and equitable interests in the property more particularly described in Schedule A, which is attached hereto, made a part hereof and incorporated herein by reference, do hereby establish a general plan for the improvement, development, ownership, use and sale of the property described in said Schedule A, and do hereby subject said property to the following conditions, restrictions, and covenants which shall run with the land, all of which shall be for the benefit of said property and be binding upon and inure to the benefit of the present and future owners of said property or the owners of any interest therein. The following conditions, restrictions and covenants may be revised or amended at any time by a vote of the owners of record of the majority of the lots;

1. Except on well sites, no lot shall be used except for single family residential purposes. Provided further, that no lot as described in said Schedule A shall be divided into more than four (4) parcels and no more than one single family dwelling shall be placed, erected, altered or permitted to remain on any such parcel, except as hereinafter provided, as well as a private garage, servants' quarters or other approved out buildings, all of which shall conform to the exterior design of the main residence.

2. No structure of a temporary character, trailer, tent, shack, barn, or other similar structures shall be permitted on any lot at any time, except as hereinafter provided, either temporarily or permanently. No structure on any lot, other than a fully completed residence, shall be used as a residence. Provided however, notwithstanding any other provision hereof, nothing herein shall be interpreted as prohibiting a temporary sales or construction office upon any lot or lots by the developer, or its successor in interest as developer only, or by a building contractor permitted to do so by the developer, for the purpose of selling lots or for the purpose of erecting and selling dwellings on any lot or lots; but such temporary structures shall be removed at the completion of the construction of the dwellings, or the sale thereof, or when all of the lots or houses located on the property described in said Schedule A are sold, whichever event shall occur last, or in the case of a building contractor, when ordered to do so by the developer, or its successor in interest as developer only.

3. No manufacturing, commercial or business operation other than arts, crafts, or professions operated solely by the members of the family actually occupying the residence shall be conducted on any lot; no advertising other than a tastefully decorated sign not exceeding fifteen (15) inches by twenty-five (25) inches shall be exhibited on any lot, and no billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot; or shall lots be used in any manner or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot. Provided however, that nothing herein shall be interpreted as prohibiting a building contractor or Horizon Land Corporation or its successor in interest as developer only, from erecting a sign upon any lot owned by said building contractor or Horizon Land Corporation, its successor in interest as developer only, advertising the sale or construction of homes or lots; provided however, that before any building contractor shall place any such sign on any lot owned by him, he shall first obtain the written permission of Horizon Land Corporation, its successor in interest as developer only, or the Architectural Control Committee, as the case may be, and the said Horizon Land Corporation, its successor in interest as developer only or the Architectural Control Committee, as the case may be, shall have the right to specify the size, color, design and quality of said

sign.

4. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, nor nearer than five (5) feet to any side lot line, nor nearer than fifteen (15) feet to any rear lot line. Provided, however, notwithstanding any other provision hereof, nothing in these covenants shall be so interpreted as to prohibit the owner or owners of contiguous lots or parcels from erecting dwelling units whether attached or detached in disregard of the common side or rear lot lines of said contiguous lots so long as the density of use created by such construction shall not exceed the density of use which would be created by the construction of one single family detached dwelling on each such contiguous lot; and in no event shall such density exceed more than four (4) dwelling units per two and a half ($2\frac{1}{2}$) acres of land; and provided further, that such owner or owners shall not violate the front yard setback hereinbefore set forth nor shall such owner or owners construct any such dwelling unit closer than five (5) feet to any side lot line common with a lot or parcels not owned by said owner or owners nor closer than fifteen (15) feet to the rear lot line common with any lot or parcel not owned by said owner or owners. Provided further, any such owner or owners of contiguous lots or parcels desiring to construct any such dwelling units over or upon any easements as dedicated on the plat shall first make all necessary arrangements or agreements with any governmental agency, party or utility company having any rights under, on or over said easements as to the relocation and vacation thereof.

5. No gas or oil drilling or mining, gravel or quarry operation of any kind shall be permitted on any lot; nor shall any offensive activity or condition be created or permitted to exist on any lot which may be or may become an annoyance or nuisance to the neighborhood; and all trash and waste shall be kept in sanitary containers.

6. As long as the parcel being occupied by any owner shall contain at least two and a half ($2\frac{1}{2}$) acres, the owner thereof may keep two horses, as well as ordinary household pets, commonly housed in a residence, provided however, should any parcel contain less than two and a half ($2\frac{1}{2}$) acres or be divided into parcels containing less than two and a half ($2\frac{1}{2}$) acres then no horses may be kept or permitted on any of said parcels and in no event shall any animals or pets be bred, kept or maintained on said property for commercial purposes.

7. Notwithstanding any other provision hereof, the owner of any parcel herein who may divide his property as hereinbefore provided, may designate a portion thereof as a well site and such site shall not be counted as an additional parcel in determining whether or not such owner has complied with these restrictions.

8. In order to assure first class development in harmony with the surrounding areas and commonly known concepts of good land planning and design, no building shall be erected, placed or altered on any lot, until a full set of architectural and construction exhibits shall have been approved in writing by Horizon Land Corporation, its successor in interest as developer only, or by the Architectural Control Committee, as the case may be. These exhibits shall include but not be limited to detailed construction plans and specifications which indicate the quality of workmanship and materials, exterior design and color scheme, as well as a plot or location plan showing the location of all structures on the property, landscaping, existing topography and finished grade elevations. No fence, wall or corral shall be erected, placed or altered on any lot unless

specifically approved as to location, color, height and materials.

9. Notwithstanding any other provision hereof, nothing herein shall be interpreted as preventing the construction of a stable, barn or corral to house the horses allowed as hereinbefore provided, provided however, that such stable, barn or corral shall only be constructed on a lot or parcel containing two and half ($2\frac{1}{2}$) acres of land and shall be subject to the architectural control provisions hereinbefore set forth and provided further, such stable, barn or corral shall be located at least fifty (50) feet from any side lot line and at least twenty-five (25) feet from any rear lot line.

10. HORIZON LAND CORPORATION, or its successor in interest as developer, may at any time hereafter constitute and appoint an Architectural Control Committee of not less than three (3) then resident owners of the lots described in said Schedule A for the purpose of giving the approvals herein required. In such event, HORIZON LAND CORPORATION or its successor in interest as developer shall establish such rules, regulations, and by-laws for the Committee for the purpose of giving such approvals.

11. The approval or disapproval as required in these covenants shall be in writing. In the event HORIZON LAND CORPORATION, its successor in interest as developer only, or the Architectural Control Committee, as the case may be, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event, a suit to enjoin the construction has not been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. If the undersigned or any subsequent owner of any portion of said property shall violate, or attempt or threaten to violate any of the covenants or restrictions herein contained during the term hereof, then the undersigned or any other person or persons owning any portion of said property may prosecute by law, or bring proceedings against, any person or persons violating, threatening or attempting to violate such covenants or restrictions and enjoin such person or persons from such violation threatened, or attempted violations; and all costs of such action or proceedings including a reasonable attorney's fee, shall be chargeable to and assessed against the person or persons who have violated, or threatened, or attempted to violate any of these covenants or restrictions.

13. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and remain in full force and effect.

IN WITNESS WHEREOF, ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, as TRUSTEE under Trust No. 6625-T and HORIZON LAND CORPORATION, a Delaware Corporation have caused these presents to be executed on this 19th day of January, 1968.

ARIZONA LAND TITLE AND TRUST COMPANY,
an Arizona Corporation, as TRUSTEE
under Trust No. 6625-T & not otherwise

By [Signature]
Authorized Officer

HORIZON LAND CORPORATION

By Jerry J. Berger 56
Jerry J. Berger, Vice President

ATTEST:

Helen M. Kettelhut
Helen M. Kettelhut, Asst. Secretary

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 19th day of January, 1968, by ELIZABETH M. ARMBRUSTER, who acknowledged himself to be The Authorized Officer of ARIZONA LAND TITLE AND TRUST COMPANY, an Arizona Corporation, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as TRUSTEE, by himself as such officer.

My Commission Expires:
7-18-69

Rita M. Atkinson
Notary Public

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

Before me, on this 19th day of January, 1968, personally appeared JERRY J. BERGER, known to me to be the Vice President of HORIZON LAND CORPORATION, a Delaware Corporation, who acknowledged to me that he executed the foregoing instrument as such officer and as the voluntary act and deed of said corporation.

My Commission Expires:
July 14, 1971

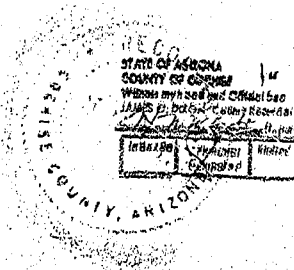
Clare R. Durr
Notary Public

SCHEDULE "A"

The following described lots all in SUN SITES RANCHES, Unit No. 2; a Subdivision of Cochise County, Arizona, according to the Maps and Plats thereof, of record in the office of the County Recorder of Cochise County, Arizona;

SINGLE FAMILY LOTS

- 29 through 168, inclusive
- 173 through 188, inclusive
- 196 through 205, inclusive
- 216 through 221, inclusive
- 229 through 240, inclusive
- 245 through 323, inclusive
- 326 through 328, inclusive
- 342 through 348, inclusive
- 353
- 358 through 363, inclusive
- 371 through 378, inclusive
- 383 through 387, inclusive
- 392 through 398, inclusive
- 401 through 408, inclusive
- 414 through 421, inclusive
- 426 through 440, inclusive
- 445 through 455, inclusive
- 460 through 477, inclusive
- 479 through 483, inclusive
- 488 through 492, inclusive
- 497
- 502 through 509, inclusive
- 514 through 620, inclusive
- 624 through 626, inclusive
- 643 through 698, inclusive



That by certifying the same with the seal of said County Recorder of Cochise County, Arizona, I do hereby certify that the same are true and correct copies of the original as filed in the office of the County Recorder of Cochise County, Arizona.

100 SOUTHERN ARIZ. T. & L. CO.
RISBEE, ARIZONA

DKT 521 991 JAN 10 1958 4 30 PM
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