

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("**Agreement**") is made this 4th day of March, 2016, by and between **FREEPORT-MCMORAN MIAMI INC.**, a Delaware corporation, whose mailing address is P.O. Box 4444, Claypool, AZ 85532-4444, ("**Grantor**"), and **GILA COUNTY**, a Body Politic, whose address is 1400 E. Ash Street, Globe, AZ 85501 ("**Grantee**"). Grantor and Grantee may be collectively referred to herein as the "**Parties.**"

Subject to the terms and conditions set forth herein, the parties hereto state, confirm and agree as follows:

RECITALS

- A. Grantor owns the real property located in Gila County, Arizona described and depicted on **Exhibit 1** as "**TRACT ONE**" and "**TRACT TWO**" attached hereto ("**Grantor's Property**").
- B. Grantor desires and intends to grant access to Grantee over that part of Grantor's Property being a strip of land sixty (60) feet in width, more particularly described on **Exhibits "AF, BF, CF, DF and EF"** (the "**Easement Property**") for the purpose of a public roadway easement (the "**Access Easement**") and all incidents appurtenant thereto, through, upon, across and over the Easement Property.
- C. Grantor also desires and intends to grant access to Grantee over that part of Grantor's Property more particularly described on **Exhibits "A, B, C and D"** for the purpose of a drainage easement.

AGREEMENT

1. Grant of Easement.

A. Subject to this Agreement, Grantor hereby grants to Grantee and its successors and permitted assigns, a non-exclusive Access Easement over the Easement Property solely for the purpose of an ingress and egress through, upon, across and over the surface of the Easement Property (the foregoing collectively referred to herein as the "**Permitted Uses**").

B. Use of the Easement Property shall be limited to only the surface of the Easement Property and Grantor reserves all ownership rights to and below the surface, including, but not limited to, mineral and water rights.

C. Grantor shall be under no obligation to improve, maintain, or repair the Easement Property. Grantee shall not improve the Easement Property in a way materially inconsistent with the maintenance of current improvements without the prior written consent of Grantor.

2. Extinguishment of Any Existing Easement.

In consideration of the Access Easement over Grantor's Easement Property, Grantee hereby relinquishes any interest it may have in any existing easement over the Easement Property and hereby relinquishes to Grantor all interest in any real property burdened by any existing easement held by Grantee over Grantor's Property. The Parties intend by this Agreement that any such existing easement shall be permanently extinguished and that hereafter Grantee's right of access shall be limited to the Access Easement granted herein over the Easement Property.

3. No Implied Rights; No Representations or Warranties.

The Access Easement does not include any implied rights, including right of access, over or on any other portion of Grantor's Property. Notwithstanding anything herein to the contrary, Grantor makes no representations or warranties, express or implied, including warranties of title, with respect to the Easement Property, and Grantee agrees to accept and use the Easement Property in "AS IS" "WHERE IS" condition and to bear all risks associated with the Access Easement and the condition of the Easement Property. Grantee is entering into this Agreement, and shall use the Easement Property, based on Grantee's inspection and investigation of all matters pertaining thereto and not in reliance on any representation, warranty or agreement, express or implied, of Grantor. Grantee agrees that the Easement Property is subject to all matters of record and all matters that can be disclosed by an inspection or survey of the Easement Property.

4. Duties and Obligations of Grantee.

- A. Grantee shall conduct its activities on the Easement Property in a safe manner. Grantee shall not commit or permit any waste or any unlawful, improper or offensive use of the Easement Property, or create or permit any public or private nuisance or other act which may impair the Easement Property. Grantee shall maintain all of its improvements within the Easement Property in good condition and repair.
- B. Grantee will comply, and will cause its agents, representatives, employees, and contractors to agree to comply, with all orders, ordinances, state and federal laws, statutes and regulations relating to the conduct of its activities on the Easement Property.
- C. Grantee will comply, and will cause its agents, representatives, employees, and contractors to agree to comply, with all federal, state and local laws, statutes, rules, ordinances, codes and regulations relating to environmental protection, public health and safety or public nuisance or menace, including but not limited to, the Clean Water Act, 33 U.S.C. §1251 – *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 – *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 – *et seq.*; and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 – *et. seq.*; and each of their state and local counterparts presently in effect or amended or promulgated in the future (collectively, "**Environmental Laws**"). Grantee will not, and will cause its agents, representatives, employees and contractors to agree not to, bring onto Grantor's Property any Hazardous Substances (as hereinafter defined) without the prior

written consent of Grantor. Grantor further agrees, on behalf of itself and its agents, representatives, employees, and contractors, to not generate, handle, use, store, treat, dispose or release any Hazardous Substances on the Grantor's Property. "Hazardous Substances" includes without limitation, any substance, material, pollutant, containment, waste, or special waste, whether solid, liquid or gaseous, that is infectious, toxic, hazardous, explosive, corrosive, flammable or radioactive, which is defined, designated, listed, regulated or included in any Environmental Law, including, but not limited to, asbestos or asbestos-containing material, polychlorinated biphenyls, or sewage. Notwithstanding the above, Grantor allows Grantee to handle and use asphalt and related petroleum products on the Easement Property in a manner consistent with best practices road paving and maintenance.

- D. Grantee will not cause or permit any lien, including, but not limited to, any lien related to Hazardous Substances, to attach to the Grantor's Property.
- E. Grantee, on behalf of itself and its employees, agents, representatives, contractors and invitees, agrees to notify immediately Grantor of the following: (i) upon becoming aware of any release or threatened release of a Hazardous Substance under, on, adjacent to or about the Easement Property; (ii) of any proceeding, inquiry or notice from any federal, state or local body, commission, council, board or authority ("**Governmental Authority**") or others with respect to the use or presence of any Hazardous Substance on the Easement Property, or the migration thereof to or from other property; (iii) of all claims made or threatened by any third party against the Easement Property relating to loss or injury from any Hazardous Substance; (iv) the discovery of any occurrence or condition on any property adjoining or in the immediate vicinity of the Easement Property that would cause said property to be subject to restrictions on ownership, occupancy, transferability or use under any Environmental Law; and (v) upon obtaining knowledge of any incurrence of expense by a Governmental Authority or others in connection with the assessment, containment or removal of any Hazardous Substance located on, under, adjacent to or about the Easement Property or any property adjoining or in the vicinity of the Easement Property.
- F. If a Governmental Authority initiates an action, order, claim, cause of action, investigation or request for information in connection with any Hazardous Substances with respect to Grantor's Property, Grantee will cooperate fully in good faith with Grantor and such Governmental Authority in responding to any such action, order, claim, cause of action, investigation or request for information. If, during the term of this Agreement, Hazardous Substances are discovered on Grantor's Property that resulted from the acts or omissions of Grantee or any of its employees, agents, representatives, contractors, invitees, or other third parties, Grantee shall at its sole expense, remove, or cause to be removed, such Hazardous Substances from the Easement Property and underlying groundwater in accordance with the requirements of the appropriate Governmental Authority. If the Hazardous Substances are not removed within ninety (90) days of discovery, or such time as required by a Governmental Authority, then Grantor shall have the right, but not the obligation, to do so and seek reimbursement of all costs and expenses therefor from Grantee or to declare a default under this Agreement, or both.

G. The provisions of this Paragraph 4 shall survive the termination of this Agreement.

5. No Liens.

Grantee shall at all times keep and maintain the Easement Property free and clear of any and all liens, claims, demands, obligations, liabilities and causes of action arising out of or in any manner relating to any work, including maintenance and repair work, performed on the Easement Property for or on behalf of Grantee or arising out of the use of the Easement Property by Grantee and its guests or invitees. If any demand, claim, lien or cause of action is filed, asserted or made on, against or with respect to the Easement Property as a result of any of such work or use, Grantee shall notify Grantor and cause such lien, demand, claim or cause of action to be dismissed, released, and discharged therefrom no later than ten (10) days thereafter.

6. Indemnification and Release.

Grantee agrees to defend and hold Grantor, its past, present and future parent, subsidiaries and affiliates and each of their past, present and future officers, employees, partners, representatives, agents, successors and assigns harmless from, or, for and against any and all liabilities, claims, causes of action, damages, demands, obligations, expenses, and costs (including attorneys' fees and court costs), resulting from, arising out of or relating to:

- a) The use, construction, maintenance, operation and repair of the Easement Property by Grantee and its guests, invitees, agents, contractors and employees;
- b) Any equipment, lines, facilities, or other property or improvements placed or maintained on the Easement Property by or for Grantee;
- c) Any of Grantee's operations or activities which may result in damage or loss to other property, real and personal, including, without limitation, under and above ground utilities and facilities, owned by Grantor located near or adjacent to the Easement Property;
- d) A violation of any Environmental Law by Grantee, its agents, representatives, employees or contractors; and
- e) The breach by Grantee of any provision of this Agreement, including, but not limited to, Paragraph 4.

Grantee releases and forever discharges Grantor, its successors and assigns, officers, employees, partners and agents, of and from any and all liabilities, claims, obligations, causes or action, costs and expenses arising out of or relating to in any manner that are based upon or related to Grantor's use or ownership of the Easement Property. The provisions of this Paragraph 6 shall survive termination of this Agreement.

7. Insurance.

Grantee shall obtain and maintain during the terms of this Agreement insurance covering liabilities associated with its ownership and use of the Easement Property, with terms consistent with those of other Arizona counties with prudent levels of coverage.

8. Site Restoration.

Upon the termination of this Agreement, Grantee agrees to remove from the Easement Property and properties adjacent to the Easement Property, all personal property, improvements (other than those which Grantor agree may remain), tools, rubbish, waste, and surplus materials used by Grantee or others on the Easement Property, and further agrees to leave the Easement

Property free and clear from obstructions and hindrances and substantially in the condition it was in prior to the effective date of this Agreement. Further, Grantor shall have the right to inspect the Easement Property upon the termination of this Agreement to ensure adequate removal and site restoration by Grantee. If the Easement Property does not meet the reasonable satisfaction of Grantor, Grantor may perform such removal work and site restoration, and Grantee agrees to promptly reimburse Grantor for all costs incurred by Grantor in performing such work. The provisions of this Paragraph 8 shall survive termination of this Agreement.

9. Default.

In the event Grantee breaches any of the terms, conditions or agreements herein contained and such breach is not cured to the reasonable satisfaction of Grantor within ten (10) days after notification thereof to Grantee, Grantor shall have the right to terminate this Agreement effective immediately upon notice to Grantee and, in addition thereto, Grantor may take any such legal action against Grantee as Grantor shall determine, including the right to seek damages and/or specific performance and injunctive relief hereunder.

10. Fees and Costs.

If either Party to this Agreement shall institute suit against the other to enforce its rights under this Agreement or to seek damages by reason of a breach of this Agreement and obtain a valid judgment against the other, the prevailing party shall be entitled to receive all its costs and attorneys' fees incurred, such attorneys' fees to be fixed by the judge of the court of the applicable jurisdiction, sitting without a jury.

11. Time of Essence.

Time is of the essence of this Agreement.

12. Arizona Law.

This Agreement shall be governed by the laws of the State of Arizona.

13. Entire Agreement.

This Agreement terminates and supersedes all prior agreements, easements, rights of way, licenses and rights, written and oral, between Grantor and Grantee for the use of the Easement Property, or any portion thereof.

14. Notices.

Any notice, demand, request, consent, approval or other communication which any Parties required to or desires to give or make to the other Party shall be in writing and shall be given by delivery in person, by telecopy, by overnight mail or by postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to Grantor:

Freeport-McMoRan Miami Inc.
P.O. Box 4444
Claypool, AZ 85532-4444
Attn: Land Department

If to Grantee:

Gila County Public Works Director
745 N. Rose Mofford Way
Globe, AZ 85501

15. Rights Reserved by Grantor.

Grantor hereby reserves the right to use, license, improve and occupy the Easement Property for any purpose and to plant, install, replace or remove any trees, plants, bushes, or other vegetation or landscaping and to construct and maintain streets, sidewalk, fences, parking facilities, and other similar improvements on the Easement Property.

In the event Grantor, its successors or assigns, at its sole discretion, determines at any time or times that it requires the alteration or relocation of any portion or all of the Access Easement, upon written notice to Grantee, Grantor shall have the right to relocate the Access Easement on Grantor's Property, which property, insofar as possible will meet the needs of Grantee as of the date hereof. In such event Grantor shall execute and deliver to Grantee an amended Access Easement substantially similar to this form.

16. Termination of Grantor's Liability.

Grantor shall not be liable for any breach occurring or obligation arising hereunder after any conveyance or assignment of all, or any portion of, its rights, title and interest in and to the Easement Property.

17. Termination of Easement.

In addition to Grantor's right to terminate this Access Agreement in the event of a breach by Grantee, upon ninety (90) days prior written notification to the other party, if Grantee ceases to use the access road for a period of one (1) year, all rights granted to Grantee hereunder shall automatically terminate without notice.

18. Survival.

If any provision of this Access Easement Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable consistent with the intent of the parties as expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first herein above written.

FREEPORT-MCMORAN MIAMI INC.,
a Delaware corporation

By: James C. Handley
Its: VP/PM

GRANTOR

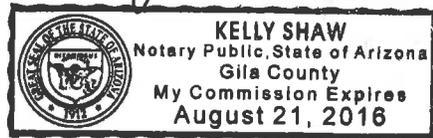
STATE OF ARIZONA }
 } ss.
COUNTY OF GILA }

The foregoing instrument was acknowledged before me this 4TH day of MARCH, 2016, by JAMES C. HANDLEY the VP/PM of Freeport-McMoRan Miami Inc., a Delaware corporation on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Kelly Shaw
Notary Public

My Commission Expires: 8/21/16



Agreed to and Accepted by:

GILA COUNTY, ARIZONA

By: _____

Name: _____

Its: _____

GRANTEE

STATE OF ARIZONA }
 } ss.
COUNTY OF GILA }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the _____ of Gila County, Arizona, on behalf of said County.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

My Commission Expires: _____

EXHIBIT 1
Grantor's Property

Attached to and made part of that access easement agreement between
Freeport-McMoRan Miami Inc. and Gila County

Those certain tracts or parcels situated in Sections Four (4), Nine (9), Ten (10), Fourteen (14) and Fifteen (15), all in Township One (1) North, Range Fifteen (15) East, Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly as follows:

Tract One:

Donahue Tract:

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 10; the Northwest Quarter of the Northeast Quarter (NW ¼ NE1/4); the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 15; the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4); and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 14, all in T1N, R15E;

Except such portions thereof as have been previously conveyed by Deeds recorded in the office of the County Recorder, Gila County, Arizona, in Book 11 of Real Estate Deeds at Pages 200, 268 and 519;

Except for that portion covered by a certain grant of easement which is recorded in Book 30 of Real Estate Deeds at Page 42, records of said Gila County, Arizona.

Tract Two:

The Disappointment Lode Claim, M.S. No. 2290A, located in Section 10, T1N R15E, G&SRM, Gila County, Arizona.

Commencing for a tie at corner No. 1 of the said Disappointment Lode Claim from which the Corner common to Sections 3, 4, 9 and 10 in T1N, R15E, bears N. 43° 02' W., a distance of 3,465.3 feet.

Thence N. 41° 58' W., a distance of 1416.66 feet to Corner No.2;

Thence S. 38° 07' W., a distance of 609.1 feet to Corner No.3;

Thence S. 41° 58' E., a distance of 1416.66 feet to Corner No.4;

Thence N. 38° 07' E., a distance of 609.1 feet to Corner No. 1 and the Point of Beginning, containing 19.8 acres more or less.

Exhibit AF
LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 27) Page 1 of 2

A strip of land 60 feet in width being a portion of the Disappointment Patented Lode Mining Claim M.S. No. 2290A, situate in the Northwest Quarter of Section 10, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at the 3 ½ - inch aluminum cap marking the Northwest corner of said Section 10 from which the 2 – inch brass cap marking the West 1/4 Section corner of said Section 10 bears South 00°05'38" West a distance of 2577.07 feet;

THENCE South 00°05'38" West a distance of 1704.54 feet;

THENCE South 69°51'57" East a distance of 663.18 feet;

THENCE North 44°16'41" East a distance of 336.21 feet to the point of intersection of the southeasterly end line of the Astonishment Patented Lode Mining Claim M.S. No. 2681 and the southwesterly end line of the Orient No. 2 Patented Lode Mining Claim M.S. 2672;

THENCE South 40°34'01" East, along said southwesterly end line of the Orient No. 2 Patented Lode Mining Claim, a distance of 272.22 feet to a point on the northwesterly end line of said Disappointment Patented Lode Mining Claim;

THENCE North 37°56'32" East, along said northwesterly end line of said Disappointment Patented Lode Mining Claim, a distance of 341.09 feet to the TRUE POINT OF BEGINNING;

THENCE South 74°30'46" East a distance of 25.31 feet to the beginning of a tangent curve to the right having a radius of 260.00 feet, a delta of 36°33'55" right, a chord distance of 163.13 feet and a chord bearing of South 56°13'49" East, thence southeasterly 165.93 feet along said curve;

THENCE South 37°56'52" East a distance of 71.57 feet to the beginning of a tangent curve to the left having a radius of 200.00 feet, a delta of 24°26'24" left, a chord distance of 84.67 feet and a chord bearing of South 50°10'04" East, thence southeasterly 85.31 feet along said curve;

Exhibit AF (continued)

LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 27) Page 2 of 2

THENCE South 62°23'15" East a distance of 130.37 feet to the beginning of a tangent curve to the right having a radius of 300.00 feet, a delta of 13°10'26" right, a chord distance of 68.83 feet and a chord bearing of South 55°48'02" East, thence southeasterly 68.98 feet along said curve;

THENCE South 49°12'49" East a distance of 162.80 feet;

THENCE South 51°29'11" East a distance of 219.22 feet to the beginning of a tangent curve to the left having a radius of 900.00 feet, a delta of 13°23'36" left, a chord distance of 209.90 feet and a chord bearing of South 58°10'59" East, thence southeasterly 210.38 feet along said curve to the left to the northeasterly end line of said Disappointment Patented Lode Mining Claim and the terminal point of this centerline description.

The sidelines of the above described strip of land shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein. Said 60 feet wide strip of land being 30 feet each side of the previously described centerline and having an area of 1.567 acres, more or less.

Exhibit BF

LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 32a)

A strip of land 60 feet in width situated in the Southwest Quarter of the Southeast Quarter of Section 10, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at a 2 - inch pipe set in concrete marking the Northeast corner of said Southwest Quarter of the Southeast Quarter of Section 10, from which point the Southeast corner of said Southwest Quarter of the Southeast Quarter of Section 10, marked by a chiseled X on a stone, bears South 00°16'51" West a distance of 1310.44 feet;

THENCE North 89°00'03" West a distance of 518.26 feet to the TRUE POINT OF BEGINNING;

THENCE South 06°54'06" East a distance of 96.25 feet to the beginning of a tangent curve to the left, having a radius of 150.00 feet, a delta of 35°27'31" left, a chord distance of 91.36 feet and a chord bearing of South 24°37'52" East, thence southeasterly 92.83 feet along said curve;

THENCE South 42°21'37" East a distance of 113.78 feet to the beginning of a tangent curve to the right, having a radius of 190.00 feet, a delta of 37°58'41" right, a chord distance of 123.65 feet and a chord bearing of South 23°22'17" East, thence southeasterly 125.94 feet along said curve to the beginning of a compound curve to the right having a radius of 140.00 feet, a delta of 52°03'28" right, a chord distance of 122.87 feet and a chord bearing of South 21°38'48" West, thence southwesterly 127.20 feet along said curve;

THENCE South 47°40'32" West a distance of 108.47 feet to the beginning of a tangent curve to the left, having a radius of 160.00 feet, a delta of 27°28'22" left, a chord distance of 75.99 feet and a chord bearing of South 33°56'21" West, thence southwesterly 76.72 feet along said curve;

THENCE South 20°12'10" West a distance of 128.92 feet to the westerly sideline of the Southern Pacific railroad right of way and the terminal point of this centerline description.

The sidelines of the above described strip of land shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein. Said 60 feet wide strip of land being 30 feet each side of the previously described centerline and having an area of 1.201 acres, more or less.

Exhibit CF

LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 32b)

A strip of land 60 feet in width situated in the Northwest Quarter of the Northeast Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at a chiseled X on a stone marking the Northeast corner of said Northwest Quarter of the Northeast Quarter of Section 15, from which point the North 1/4 corner of said Section 15, marked by a chiseled X on a stone, bears North 89°46'46" West a distance of 1356.20 feet;

THENCE South 13°27'41" West a distance of 738.63 feet to a point on the westerly sideline of the Southern Pacific railroad right of way and the TRUE POINT OF BEGINNING;

THENCE South 37°33'16" East a distance of 46.34 feet to the beginning of a tangent curve to the right, having a radius of 140.00 feet, a delta of 36°30'19" right, a chord distance of 87.70 feet and a chord bearing of South 19°18'07" East, thence southeasterly 89.20 feet along said curve;

THENCE South 01°02'57" East a distance of 86.52 feet to the beginning of a tangent curve to the left, having a radius of 150.00 feet, a delta of 16°41'58" left, a chord distance of 43.56 feet and a chord bearing of South 09°23'57" East, thence southeasterly 43.72 feet along said curve to the beginning of a compound curve to the left having a radius of 500.00 feet, a delta of 7°58'37" left, a chord distance of 69.56 feet and a chord bearing of South 21°44'14" East, thence southeasterly 69.61 feet along said curve;

THENCE South 25°43'33" East a distance of 145.84 feet;

THENCE South 23°58'15" East a distance of 58.09 feet to the easterly boundary of said Northwest Quarter of the Northeast Quarter of Section 15 and the terminal point of this centerline description.

The sidelines of the above described strip of land shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein. Said 60 feet wide strip of land being 30 feet each side of the previously described centerline and having an area of 0.740 acres, more or less.

Exhibit DF

LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 35) Page 1 of 2

A strip of land 60 feet in width situated in the Southeast Quarter of the Northeast Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at a chiseled X on a stone marking the Northwest corner of said Southeast Quarter of the Northeast Quarter of Section 15, from which point the Southwest corner of said Southeast Quarter of the Northeast Quarter of Section 15, marked by a 1/2 – inch pipe, bears South 00°16'12" East a distance of 1296.00 feet;

THENCE South 00°16'12" East, along the westerly boundary of said Southeast Quarter of the Northeast Quarter of Section 15, a distance of 480.00 feet to the southwest corner of that property described in Book 11 of Real Estate Deeds, pages 268-269, records of the Gila County Recorder;

THENCE East, along the southerly boundary of said property described in Book 11 of Real Estate Deeds, pages 268-269, a distance of 260.58 feet to the TRUE POINT OF BEGINNING;

THENCE South 25°25'02" East a distance of 22.42 feet to the beginning of a tangent curve to the right, having a radius of 1100.00 feet, a delta of 6°21'42" right, a chord distance of 122.07 feet and a chord bearing of South 22°14'11" East, thence southeasterly 122.13 feet along said curve to the beginning of a reverse curve to the left having a radius of 975.00 feet, a delta of 10°13'48" left, a chord distance of 173.85 feet and a chord bearing of South 24°10'14" East, thence southeasterly 174.08 feet along said curve to the beginning of a compound curve to the left having a radius of 1300.00 feet, a delta of 8°28'00" left, a chord distance of 191.93 feet and a chord bearing of South 33°31'08" East, thence southeasterly 192.10 feet along said curve;

THENCE South 37°45'08" East a distance of 73.04 feet to the beginning of a tangent curve to the left, having a radius of 600.00 feet, a delta of 14°52'20" left, a chord distance of 155.30 feet and a chord bearing of South 45°11'18" East, thence southeasterly 155.74 feet along said curve;

THENCE South 52°37'28" East a distance of 325.33 feet to the southerly boundary of said Southeast Quarter of the Northeast Quarter of Section 15 and the terminal point of this centerline description.

Exhibit DF (continued)

LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 35) Page 2 of 2

The sidelines of the above described strip of land shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein. Said 60 feet wide strip of land being 30 feet each side of the previously described centerline and having an area of 1.467 acres, more or less.

Exhibit EF

LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 36) page 1 of 2

A strip of land 60 feet in width situated in the Northeast Quarter of the Southeast Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at a 1/2 – inch pipe marking the Northwest corner of said Northeast Quarter of the Southeast Quarter of Section 15, from which point the Northeast corner of said Northeast Quarter of the Southeast Quarter of Section 15, bears South 89°57'49" East a distance of 1339.78 feet;

THENCE South 89°57'49" East a distance of 903.15 feet to the TRUE POINT OF BEGINNING;

THENCE South 52°37'28" East a distance of 41.42 feet to the beginning of a tangent curve to the right, having a radius of 100.00 feet, a delta of 61°41'22" right, a chord distance of 102.54 feet and a chord bearing of South 21°46'47" East, thence southeasterly 107.67 feet along said curve;

THENCE South 09°03'54" West a distance of 58.69 feet to the beginning of a tangent curve to the right, having a radius of 225.00 feet, a delta of 37°31'39" right, a chord distance of 144.75 feet and a chord bearing of South 27°49'44" West, thence southwesterly 147.37 feet along said curve;

THENCE South 46°35'33" West a distance of 132.72 feet to the beginning of a tangent curve to the left, having a radius of 150.00 feet, a delta of 52°55'23" left, a chord distance of 133.68 feet and a chord bearing of South 20°07'51" West, thence southwesterly 138.55 feet along said curve;

THENCE South 06°19'50" East a distance of 78.62 feet to the beginning of a tangent curve to the right, having a radius of 175.00 feet, a delta of 32°38'02" right, a chord distance of 98.33 feet and a chord bearing of South 09°59'11" West, thence southwesterly 99.67 feet along said curve;

THENCE South 26°18'12" West a distance of 305.49 feet to the beginning of a tangent curve to the left, having a radius of 625.00 feet, a delta of 17°53'14" left, a chord distance of 194.33 feet and a chord bearing of South 17°21'35" West, thence southwesterly 195.12 feet along said curve to the northerly sideline of a 100 feet wide easement for ingress and egress as described in Fee No. 2003-011705, records of the Gila County Recorder, and the terminal point of this centerline description.

Exhibit EF (continued)

LEGAL DESCRIPTION

Job No. GC2013-25 (Ref. No. 36) page 2 of 2

The sidelines of the above described strip of land shall be extended or shortened to meet at angle points on the lines beginning and terminated upon by the centerline described herein. Said 60 feet wide strip of land being 30 feet each side of the previously described centerline and having an area of 1.799 acres, more or less.

Exhibit A

LEGAL DESCRIPTION (Drainage Easement)

Job No. GC2013-25 (Ref. No. 38a)

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 10, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

Commencing for a tie at a 2 - inch pipe set in concrete marking the Northeast corner of said Southwest Quarter of the Southeast Quarter of Section 10, from which point the Southeast corner of said Southwest Quarter of the Southeast Quarter of Section 10, marked by a chiseled X on a stone, bears South 00°16'51" West a distance of 1310.44 feet;

THENCE North 89°00'03" West a distance of 548.55 feet

THENCE South 06°54'06" East a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 06°54'06" East a distance of 65.41 feet to the beginning of a tangent curve to the left, having a radius of 180.00 feet, a delta of 4°38'54" left, a chord distance of 14.60 feet and a chord bearing of South 09°13'33" East, thence southeasterly 14.60 feet along said curve;

THENCE South 75°59'48" West a distance of 79.68 feet;

THENCE North 22°26'47" West a distance of 60.00 feet;

THENCE North 64°22'39" East a distance of 99.84 feet to the POINT OF BEGINNING, having an area of 0.141 acres, more or less.

Exhibit B
LEGAL DESCRIPTION
(Drainage Easement)

Job No. GC2013-25 (Ref. No. 38b)

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 10, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

Commencing for a tie at a 2 - inch pipe set in concrete marking the Northeast corner of said Southwest Quarter of the Southeast Quarter of Section 10, from which point the Southeast corner of said Southwest Quarter of the Southeast Quarter of Section 10, marked by a chiseled X on a stone, bears South 00°16'51" West a distance of 1310.44 feet;

THENCE North 89°00'03" West a distance of 367.97 feet to the TRUE POINT OF BEGINNING;

THENCE continuing North 89°00'03" West a distance of 120.00 feet;

THENCE South 06°54'06" East a distance of 75.00 feet;

THENCE North 56°53'29" East a distance of 132.48 feet to the POINT OF BEGINNING, having an area of 0.102 acres, more or less.

Exhibit C
LEGAL DESCRIPTION
(Drainage Easement)

Job No. GC2013-25 (Ref. No. 37a)

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

Commencing for a tie at a chiseled X on a stone marking the Northeast corner of said Northwest Quarter of the Northeast Quarter of Section 15, from which point the North 1/4 corner of said Section 15, marked by a chiseled X on a stone, bears North 89°46'46" West a distance of 1356.20 feet;

THENCE South 20°27'46" West a distance of 712.27 feet to the TRUE POINT OF BEGINNING;

THENCE South 37°33'16" East a distance of 133.75 feet to the beginning of a tangent curve to the right, having a radius of 110.00 feet, a delta of 36°30'19" right, a chord distance of 68.91 feet and a chord bearing of South 19°18'07" East, thence southeasterly 70.09 feet along said curve;

THENCE South 01°02'57" East a distance of 86.52 feet to the beginning of a tangent curve to the left, having a radius of 180.00 feet, a delta of 16°41'58" left, a chord distance of 52.28 feet and a chord bearing of South 09°23'57" East, thence southeasterly 52.46 feet along said curve to the beginning of a compound curve to the left having a radius of 530.00 feet, a delta of 7°58'37" left, a chord distance of 73.73 feet and a chord bearing of South 21°44'14" East, thence southeasterly 73.79 feet along said curve;

THENCE North 65°47'16" West a distance of 76.00 feet;

THENCE North 07°04'05" East a distance of 62.31 feet;

THENCE North 37°33'16" West a distance of 274.46 feet;

THENCE North 52°26'44" East a distance of 110.00 feet to the POINT OF BEGINNING, having an area of 0.681 acres, more or less.

Exhibit D
LEGAL DESCRIPTION
(Drainage Easement)

Job No. GC2013-25 (Ref. No. 37b)

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

Commencing for a tie at a chiseled X on a stone marking the Northeast corner of said Northwest Quarter of the Northeast Quarter of Section 15, from which point the North 1/4 corner of said Section 15, marked by a chiseled X on a stone, bears North 89°46'46" West a distance of 1356.20 feet;

THENCE South 00°18'48" East a distance of 919.84 feet to a point on the westerly sideline of the Southern Pacific railroad right of way and the TRUE POINT OF BEGINNING;

THENCE continuing South 00°18'48" East a distance of 148.34 feet;

THENCE South 64°16'27" West a distance of 31.84 feet;

THENCE North 25°43'33" West a distance of 70.00 feet to the beginning of a tangent curve to the right, having a radius of 470.00 feet, a delta of 07°58'37" right, a chord distance of 65.38 feet and a chord bearing of North 21°44'14" West, thence northwesterly 65.44 feet along said curve to the beginning of a compound curve to the right having a radius of 120.00 feet, a delta of 16°41'58" right, a chord distance of 34.85 feet and a chord bearing of North 09°23'57" West, thence northwesterly 34.98 feet along said curve;

THENCE North 01°02'57" West a distance of 56.52 feet;

THENCE North 88°57'03" East a distance of 43.87 feet to the POINT OF BEGINNING, having an area of 0.315 acres, more or less.