

AFFIDAVIT

Comes now, your affiant, SUNIL KUKREJA, and upon his oath, states and alleges as follows:

1. Our company, under a Chicago Title Insurance Company Trust, in 1998, purchased approximately 183 lots in Desert Lakes Golf Course & Estates various individual subdivisions, including a significant number of unimproved lots in the subdivision known as Desert Lakes Golf Course & Estates Tract 4076-B. This purchase is evidenced in part via a series of transactions including but not necessarily limited to **Exhibit A** to this Affidavit.

2. At the time of our purchase and thereafter, there was no homeowners association established and to the best of your affiant's knowledge, there had never been an homeowners association overseeing or established for the purpose of enforcing any declarations or restrictions, nor was there any "committee of architecture" either formal or informal regarding the development of Tract 4076-B. Beyond obtaining an appropriate "building permit" from Mohave County, no other reviewing entities existed.

3. Our company built approximately 100 homes on the Desert Lakes Golf Course & Estates lots. Our homes ranged in size from approximately 1,150 square feet to in excess of 2,000 square feet. Most but not all homes included covered rear yard patios that were typically built in accord with the applicable Mohave County Zoning Ordinance to within 10 feet of the rear yard property line. This was a feature that was of great import to the majority of our customers.

4. During the period of our company's direct and active sales in Tract 4076-B, we consistently used high exposure signage throughout subdivision Tract 4076-B advertising our company's homes including on lot advertizing of availability of the subject undeveloped lots for home construction, including the models and our on-site sales facilities.

5. I recall the existence throughout Tract 4076-B of signs by other builders and owners advising the public of the availability of models and lots (which we occasionally sold as future undeveloped home sites to interested buyers).

6. The availability of unimproved lots with "for sale" signs or construction of a future home was used not only by our home building company, but many of the local builders and lot owners through Tract 4076-B. Marketing via signage of this type was the marketing custom used by all.

7. Our homes utilized various fencing materials both adjacent to the golf course as well as off golf course lots, most often utilizing a combination of CMUs (concrete masonry units) or blocks were used with some wrought iron painted to the individual buyer's specifications. Owners who desired to have rear yard gate access to the golf course were always accommodated. Gate access to the golf course was important to most of our clients and very important to many of them.

8. During our company's active construction years at this site commencing in 1999, no objection from any pre-existing homeowner nor any other source was ever received regarding home signs, setbacks, fencing, gate access, paint colors, landscaping, roof-mounted antennae, glazing, the use of chain link fencing or the lack of any rear yard fencing, storage on developed or undeveloped lots, signage and our advertizing on both models and unimproved lots.

Affidavit of Sunil Kukreja (continued)

9. The majority of the lots in Tract 4076-B are small averaging $\pm 7,000$ square feet. Should lot owners or prospective lot and home purchasers be restricted from building covered decks or patios in accordance with Mohave County regulations in the rear yard setback to a distance of 10 feet, the value of our remaining lots will be severely reduced, as will the property values of all other unimproved lot owners, to the damage of the owners.

Further, your affiant sayeth not, this 20 day of ^{November} ~~September~~, 2019.




Sunil Kukreja

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI DADE)

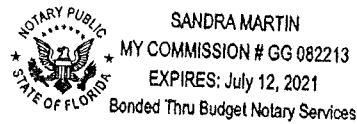
SUBSCRIBED AND SWORN TO before me, the undersigned officer, this 20 day of ^{November} ~~September~~, 2019, by Sunil Kukreja, known or proved to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purpose therein contained.

NY License 482 160 892.

In witness whereof I hereunto set my hand and official seal.



Notary Public,
My Commission Expires:



Knight v. Ludwig, et al.
Mohave County Superior Court
Docket No. CV-2018-04003

Affidavit of Neil Kukreja

EXHIBIT A

1. Deed of Trust and Assignment of Rents recorded 02/09/1998 at Fee No. 98007022 (5 pages)
2. Special Warranty Deed recorded 03/22/2000 at Fee No. 2000015406 (8 pages)
3. Special Warranty Deed recorded 09/17/2003 at Fee No. 2003079756 (11 pages)
4. Special Warranty Deed recorded 09/25/2003 at Fee No. 2003082353 (3 pages)
5. Affidavit of Disclosure of Beneficial Interest recorded 03/22/2000 at Fee No. 2000015407 (7 pages)

5

98007022 BK 3031 PG 320
OFFICIAL RECORDS OF MOHAVE COUNTY, AZ
JOAN MC CALL, MOHAVE COUNTY RECORDER
02/09/98 12:16P PAGE 1 OF 5
CHICAGO TITLE INSURANCE CO
RECORDING FEE 10.00

at the request of Chicago Title Insurance Company
when recorded mail to:
ELLOR ENTERPRISES LTD.
C/O KUKREJA INVESTORS
275 HARTZ WAY
SECAUCUS, NJ 07094

00821480-008-JA

DEED OF TRUST AND ASSIGNMENT OF RENTS
(SECOND)

Date February 4, 1998

TRUSTOR: 1043 ARIZONA PROPERTIES L.L.C., a Wisconsin Limited Liability Company

whose mailing address is
614 WEST BROWN DEER ROAD, BAYSIDE, WI 53217

TRUSTEE:
CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation

whose mailing address is: P.O. Box 645 Bullhead City, AZ 86430

BENEFICIARY: ELLOR ENTERPRISES LTD, an Offshore Corporation

whose mailing address is
C/O KUKREJA INVESTORS, 275 HARTZ WAY SECAUCUS, NJ 07094

Property situate in the County of Mohave, State of Arizona, as described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all buildings, improvements and fixtures thereon. Street address if any, or identifiable location of this property: 183 LOTS DESERT LAKES/LOS LAGOS, AZ

THIS DEED OF TRUST, made on the above date by, between and among the **TRUSTOR**, **TRUSTEE** and **BENEFICIARY** above named.


WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property, together with leases, rents, issues, profits, or income therefrom (all of which are hereinafter called "property income"). **SUBJECT, HOWEVER**, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; **AND SUBJECT TO** existing taxes, assessments, liens encumbrances, covenants, conditions, restrictions, rights-of-way, and easements of record.

FOR THE PURPOSE OF SECURING:

- A. Performance of each agreement of Trustor herein contained.
- B. Payment of the indebtedness evidenced by Promissory Note or Notes of even date herewith, and an extension or renewal thereof, in the principal sum of \$1,000,000.00, executed by Trustor in favor of Beneficiary or order.
- C. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by a Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building, thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; shall cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

Initials: 
205 (11/4/94)

2. The Trustor shall keep all improvements now or hereafter erected on said property continuously insured against loss by fire or other hazards in an amount satisfactory to the Beneficiary. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve, and have loss payable first to the Beneficiary as his interest may appear and then to the Trustor. The amount collected under any insurance policy may be applied under any indebtedness hereby secured and in such order as the Beneficiary may determine, or at the option of the Beneficiary, the entire amount so collected, or any part thereof, may be released to the Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been, or may thereafter, be taken by Beneficiary or Trustee because of such default.

3. Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay at least 10 days before delinquency, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

5. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; pay, purchase, contest, or compromise any encumbrance, charge or lien, which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees. The Trustor shall pay immediately and without demand all sums so expended by the Beneficiary or Trustee, with interest from date of expending at the rates provided in the Promissory Note(s) secured by this Deed of Trust.

IT IS MUTUALLY AGREED:


6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to the Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefore and the ownership thereof subject to this Deed of Trust) and upon receipt of such monies, Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, without liability therefore, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and upon payment of its fees, Trustee may (a) by DEED OF PARTIAL RELEASE AND PARTIAL RECONVEYANCE release and reconvey without covenant or warranty express or implied, any part (or) of the property then held hereunder; the recitals in such DEED OF PARTIAL RELEASE AND PARTIAL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof; the grantee in such DEED OF PARTIAL RELEASE AND PARTIAL RECONVEYANCE may be described as "the person or persons legally entitled thereto", (b) consent to the making of any map or plat thereof; (c) join in granting in any easement thereon; or (d) join in any extension agreement or any agreement subordinating the lien or charge thereof. Beneficiary shall execute his release upon such DEED if so requested by Trustee.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall by DEED OF RELEASE AND FULL RECONVEYANCE, release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such DEED OF RELEASE AND FULL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof. The grantee in such DEED OF RELEASE AND FULL RECONVEYANCE may be described as "the person or persons legally entitled thereto."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of the Trustor, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon taking possession of said property. The collection of such property income and the application therefore as aforesaid, shall not cure or waive any default or notice of any default hereunder, or invalidate any act done pursuant to such notice.

Initials: 
205 (11/4/94)

11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, the Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, Payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. The purchaser at the trustee sale shall be entitled to immediate possession of the property against the Trustor, and shall have a right to the summary proceedings to obtain a possession provided in title 12, chapter 8, article 4, Arizona Revised Statutes, together with costs and reasonable attorney's fees.

In the alternative to foreclosure by trustee's sale, the Beneficiary may foreclose by judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such judicial proceedings, Beneficiary shall be entitled to reasonable Attorney's fees, costs of foreclosure report, and all sums advanced with interest as provided paragraphs four (4) and five (5) herein.

12. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

13. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

14. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee. In the event Trustee is made a party in any legal or court proceeding as a result of litigation between the Trustor and the Beneficiary, or between a third party, and either or both of Trustor and/or Beneficiary, the attorney's fees and costs of Trustee shall be paid by either Trustor or Beneficiary, whichever being the nonprevailing party.

15. Time is of the essence of this Deed of Trust and each and every provision hereof.

16. Trustor and Beneficiary agree that the trust relationship created by this instrument is strictly limited to the creation and enforcement of a security interest in real property. Thus, all Trustee's duties, fiduciary or otherwise, are strictly limited to those imposed by this document and ARS 33-801 through 33-821, inclusive, and no additional duties, burdens, or responsibilities shall be placed on the Trustee.

17. The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth. All notices required hereby shall be sent to the addresses indicated above, unless such party shall have recorded a request for notice pursuant to ARS 33-809A in the county recorder's office of the county where the property encumbered hereby is located, indicating a different address.

18. This Deed of Trust, when recorded, shall operate as a declaration of abandonment of any homestead previously recorded concerning the property described herein.

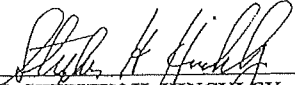
19. ADDITIONAL TERMS AND CONDITIONS:

SUBJECT TO EXISTING DEED'S OF TRUST IN FAVOR OF DESERT LAKES DEVELOPMENT L.P. DATED JANUARY 5, 1998, RECORDED JANUARY 6, 1998 IN BOOK 3015, PAGE 153 AND DEED OF TRUST IN FAVOR OF LOS LAGOS L.P. DATED JANUARY 5, 1998, RECORDED JANUARY 6, 1998 IN BOOK 3015, PAGE 166 BOTH OF OFFICIAL RECORDS OF MOHAVE COUNTY, ARIZONA.

Initials:
205 (11/4/94)

Trustor:
1043 ARIZONA PROPERTIES L.L.C.

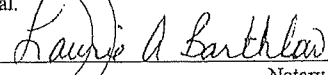
PAGE 4 OF 5
BK 3031 PG 323 FEE\$98007022

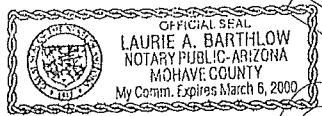

BY: STEPHEN H. HINCKLEY,
IT'S CHIEF EXECUTIVE OFFICER

On this 9th day of February, A.D., 1998, before me, the undersigned officer, personally appeared STEPHEN H. HICKLEY and N/A who acknowledged (himself) (themselves) to be the CHIEF EXECUTIVE OFFICER and N/A respectively, of 1043 ARIZONA PROPERTIES, L.L.C., a Limited Liability Company, and that (he) (they) as such officer(s), being authorized so-to-do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by (himself) (themselves) as such officer(s).

IN WITNESS THEREOF, I hereunto set my hand and official seal.

My commission expires: 3/6/00


Notary Public



Unofficial

Exhibit A

LOTS 14, 59 and 69, BLOCK A, LOTS 6, 8, 9, 12, 18, 24, 28, 64, 68 and 69, BLOCK B, LOTS 11, 12 and 13, BLOCK C, LOTS 6, 10, 18, 25, 37, 38, 39 and 40, BLOCK E, LOTS 1 and 2, BLOCK F, LOT 2, BLOCK H, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-A, according to the plat thereof, recorded June 2, 1989, at Fee No. 89-26061, in the office of the County Recorder of Mohave County, Arizona.

LOTS 10, 45 through 48, inclusive, 50, 51, 52, 54, 55, 56, 57, 71, 88, 99, 102 and 106, BLOCK F, LOTS 21, 66 and 68, BLOCK H, LOTS 2 and 4, BLOCK I, LOTS 7 and 8, BLOCK J, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669, in the office of the County Recorder of Mohave County, Arizona.

LOTS 2, 6, 8, 9, 10, 17, 18, 22, 23, 26, 27, 30, 31, 40 and 41, BLOCK L, LOTS 14, 15, 17, 26, 27, 30 through 36, inclusive, 40, 50, 52, 53, 65, AND 69, BLOCK M, LOTS 12, 13, 15 THROUGH 18, INCLUSIVE, 35, 45, 46, 47, 49 through 60, inclusive, BLOCK N, LOTS 2, 13, 20 AND 34, BLOCK O, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-C, according to the plat thereof, recorded May 23, 1990, at Fee No. 90-34030, in the office of the County Recorder of Mohave County, Arizona.

LOTS 1, 22 and 26, BLOCK 1, LOTS 1, 3, 6 through 12, inclusive, 14 through 23, inclusive, 26, 27, 29, 30, 31 AND 32, BLOCK 2, LOTS 28 and 38, BLOCK 3, LOTS 29 through 32, inclusive 34, 35, 43 through 45, inclusive 50, 59, 60, 65 and 66, BLOCK 5, LOTS 45 through 56, inclusive, BLOCK 6, LOTS 21, 28 through 32, inclusive, 43, 45, 46, 47, 49, 55, 81, 86, 100, 103, 135, and 136, BLOCK 7, LOS LAGOS TRACT 4096-A, according to the plat thereof, recorded August 27, 1991, at Fee No. 91-45903, in the office of the County Recorder of Mohave County, Arizona.

When recorded mail to:

Chicago Title Insurance Company
Trust No. 2038
P.O. Box 39
Bullhead City, AZ 86430

2000015406 BK 3478 PG 665
OFFICIAL RECORDS OF MOHAVE COUNTY
JOAN MC CALL, MOHAVE COUNTY RECORDER
03/22/2000 03:25P PAGE 1 OF 8
CHICAGO TITLE INS CO
RECORDING FEE 13.00

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, DESERT LAKES AND GOLF COURSE, L.L.C., an Arizona limited liability company ("Grantor"), hereby transfers, grants and conveys to CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation ("Chicago Title"), as Trustee under Chicago Title Trust No. 2038, all of Grantor's right, title, and interest in and to the following described property situated in the County of Mohave, State of Arizona:

SEE THE EXHIBITS "A" THROUGH "C", attached hereto and incorporated herein by this reference.

Subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record,

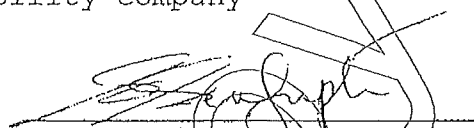
Grantor hereby binds itself and its successors and assigns to warrant and defend title, as against all acts of Grantor and no other, subject to the matters set forth above.

DATED this 17th day of Feb, 2000.

GRANTOR:

Desert Lakes and Golf Course,
L.L.C., an Arizona limited
liability company

By:


Sonia Sengupta, Manager

STATE OF NEW JERSEY)
) ss.
County of MIDDLESEX)

This instrument was acknowledged before me this 17th
day of February, 2000, by Sonia Sengupta, as Manager of
DESERT LAKES AND GOLF COURSE, L.L.C., an Arizona limited
liability company, on behalf thereof.


Notary Public

My Commission Expires:

JEANNETTE H. BERTHA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 25, 2002



EXEMPT FROM FEE AND AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §11-
1134.B.8.

PARCEL NO. 1:

Lots 59 and 69, Block "A", Lots 6, 8, 9, 12, 18, 24 and 28, Block "B", Lots 12 and 13, Block "C", Lots 6, 10, 18, 37 and 38, Block "E", Lot 1, Block "F" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-A, according to the plat thereof, recorded June 2, 1989, at Fee No. 89-26061, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT THEREFROM, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

PARCEL NO. 2:

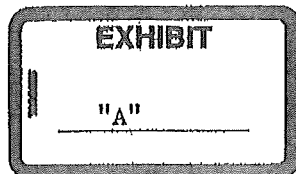
Lots 10, 45 to 48, inclusive, 50, 51, 52, 54, 55, 56, 71, 88, 102 and 106, Block "F", Lots 66 and 68, Block "H", Lots 2 and 4, Block "I", Lots 7 and 8, Block "J" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT THEREFROM, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

PARCEL NO. 3:

Lots 2, 6, 8, 9, 18, 22, 23, 26, 27, 30, 31, 40 and 41, Block "L", Lots 14, 15, 17, 26, 30 to 36, inclusive, 40, 50, 52 and 53, Block "M", Lots 12, 13, 45, 46, 47, 49 to 59, inclusive, Block "N", Lots 2, 13 and 34, Block "O" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-C, according to the plat thereof, recorded May 23, 1990, at Fee No. 90-34030, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, minerals, fossils and fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, the State of Arizona or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved by the State of Arizona in 37-231, C., A.R.S. and in Patent of record.



PARCEL V-V, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona; AND

That portion of PARCEL K-K, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona, situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel K-K, being a point on the West line of said Southwest quarter of the Southeast quarter (SW1/4 SE1/4);

THENCE North 00 degrees 04 minutes 44 seconds East along said West line a distance of 19.36 feet;

THENCE South 89 degrees 55 minutes 17 seconds East parallel with the South line of said Parcel K-K a distance of 374.75 feet;

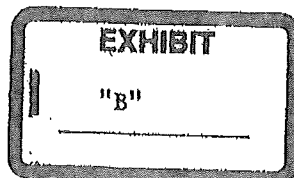
THENCE South 67 degrees 56 minutes 04 seconds East a distance of 173.10 feet;

THENCE South 58 degrees 12 minutes 39 seconds East a distance of 116.82 feet to the North line of Parcel V-V of said Tract 4076-B;

THENCE North 67 degrees 56 minutes 04 seconds West along the North line of said Parcel V-V a distance of 286.86 feet;

THENCE North 89 degrees 55 minutes 17 seconds West continuing along said North line of Parcel V-V a distance of 370.00 feet to the Point of Beginning.

NOTE: Said portion of Parcel K-K of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, was abandoned in Resolution No. 98-347, recorded October 7, 1998 in Book 3173 of Official Records, Page 385.



All that real property situate in the County of Mohave, State of Arizona, more particularly described as follows:

A parcel of land lying within the Northeast quarter of the Northwest quarter of the Northeast quarter (NE1/4 NW1/4 NE1/4) of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of the Northeast quarter (NE1/4 NW1/4 NE1/4);

Thence South 00 degrees 06 minutes 06 seconds West along the East line of said aliquot part a distance of 42.00 feet to a point on the South right of way line of Joy Lane;

Thence North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 70.00 feet to the True Point of Beginning;

Thence continuing North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 592.32;

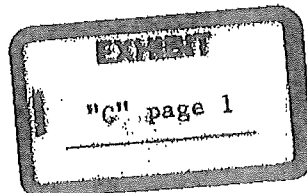
Thence South 00 degrees 05 minutes 25 seconds West a distance of 619.80 feet to a point on the North right of way line of Wishing Well Lane, as dedicated by the FINAL PLAT OF DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-A, Fee No. 89-26061, Mohave County Records;

Thence along the North right of way line of Wishing Well Lane, the Northwesterly right of way line of Desert Lakes Drive, and the West right of way line of Club House Drive the following eight (8) courses;

South 89 degrees 55 minutes 55 seconds East a distance of 203.62 feet to the point of a curve;

Easterly along the arc of said curve to the right, having a radius of 104.45 feet and central angle of 57 degrees 55 minutes 55 seconds a distance of 105.61 feet to the point of reverse curve;

Southwesterly along the arc of said curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds a distance of 31.42 feet to the point of tangent;



Continued

North 58 degrees 00 minutes 00 seconds East along said tangent a distance of 11.70 feet to the point of curve;

Northeasterly along the arc of said curve to the right, having a radius of 334.66 feet and a central angle of 17 degrees 45 minutes 59 seconds a distance of 103.77 feet to the point of reverse curve;

Easterly along the arc of said reverse curve to the left, having a radius of 150.00 feet and a central angle of 75 degrees 39 minutes 56 seconds a distance of 189.09 feet to the point of tangency;

North 00 degrees 06 minutes 06 seconds along said tangent a distance of 399.87 feet to the point of curve;

Northerly along the arc of said curve to the left, having a radius of 30.00 feet and a central angle of 90 degrees 02 minutes 03 seconds a distance of 47.14 feet to the Point of Beginning.

EXCEPT that portion described as follows:

A tract of land located in the Northeast quarter (NE1/4) of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the Northwest corner of said Northeast quarter (NE1/4);

Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter (NE1/4) a distance of 661.79 feet to the North right of way line of Wishing Well Lane;

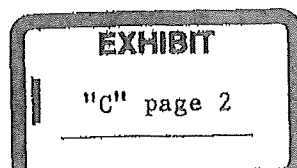
Thence South 89 degrees 55 minutes 55 seconds East along said North line a distance of 865.81 feet to the beginning of a tangent curve, concave Southwesterly, the center of said curve bears South 00 degrees 04 minutes 05 seconds West a distance of 104.45 feet;

Thence Southeasterly along the arc of said curve a distance of 59.27 feet through a central angle of 32 degrees 30 minutes 45 seconds to the Point of Beginning;

Thence North 00 degrees 05 minutes 25 seconds East a distance of 306.52 feet;

Thence South 89 degrees 54 minutes 35 seconds East a distance of 20.00 feet;

Thence South 00 degrees 05 minutes 25 seconds West a distance of 290.00 feet;



Continued

Thence South 77 degrees 29 minutes 38 seconds East a distance of 97.30 feet to the Northerly right of way line of Desert Lakes Drive;

Thence South 58 degrees 00 minutes 00 seconds West along said Northerly line a distance of 65.00 feet to the beginning of a tangent curve, concave Northerly, the center of said curve bears North 32 degrees 00 minutes 00 seconds West a distance of 20.00 feet;

thence Westerly along the arc of said curve and said Northerly line a distance of 31.42 feet through a central angle of 90 degrees 00 minutes 00 seconds to the beginning of a reverse curve concave Southwesterly, the center of said curve bears South 58 degrees 00 minutes 00 seconds West a distance of 104.45 feet;

Thence Northwesterly along the arc of said curve and the Northerly line of said Wishing Well Lane a distance of 46.34 feet through a central angle of 25 degrees 25 minutes 10 seconds to the Point of Beginning.

ALSO EXCEPT that portion described as follows:

A parcel of land located in the Northeast quarter (NE1/4) of the Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

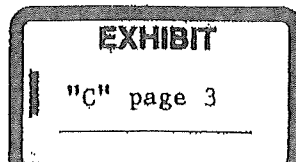
Commencing at the North quarter corner of said Section 35;

Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter (NE1/4) of Section 35 a distance of 42.00 feet to a point on the South right of way line of Joy Lane;

Thence South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 660.36 feet to the Point of Beginning at the most Northeasterly corner of Desert Lakes Golf Course and Estates, Tract 4076-A;

Thence continuing South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 30.00 feet;

Thence South 00 degrees 05 minutes 25 seconds West parallel with the East boundary line of said Desert Lakes Subdivision a distance of 30.00 feet;



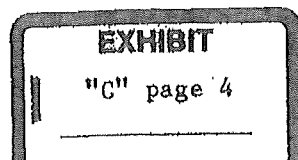
Continued

Thence North 89 degrees 55 minutes 57 seconds West parallel with said South right of way line a distance of 30.00 feet to a point on said East boundary line;

Thence North 00 degrees 05 minutes 25 seconds East along said East boundary line a distance of 30.00 feet to the Point of Beginning.

EXCEPT Lots 14, 15 and 16, Block 1, as partially released by Partial Reconveyance recorded in Book 3120 of Official Records, Page 267 and Lot 10, Block 2, as partially released by Partial Reconveyance recorded in Book 3323 of Official Records, Page 442 and Parcels "A" and "B" of DESERT LAKES GOLF COURSE AND ESTATES UNIT F TRACT 4132, according to the plat thereof, recorded December 23, 1997, at Fee No. 97-68927, in the office of the County Recorder of Mohave County, Arizona.

Unofficial Copy



11
CHICAGO TITLE INSURANCE COMPANY
TRUST NO.: 2038
P. O. BOX 9477
FORT MOHAVE, AZ 86427

RE
2003079756 BK 4684 PG 324
OFFICIAL RECORDS OF MOHAVE COUNTY
JOAN MC CALL, MOHAVE COUNTY RECORDER
09/17/2003 04:16P PAGE 1 OF 11
CHICAGO TITLE INS CO
RECORDING FEE 20.00

SPECIAL WARRANTY DEED

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE
LEGAL DESCRIPTION WHICH IS ATTACHED

Unofficial Copy

INDEXED

MICROFILMED

When recorded mail to:

Chicago Title Insurance Company
Trust No. 2038
P.O. Box 39
Bullhead City, AZ 86430



2000015406 BK 3478 PG 668
OFFICIAL RECORDS OF MOHAVE COUNTY
JOAN MC CALL, MOHAVE COUNTY RECORDER
03/22/2000 03:25P PAGE 1 OF 8
CHICAGO TITLE INS CO
RECORDING FEE 13.00

PAGE 2 OF 11
BK 4684 PG 325 FEE#2003079756

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, DESERT LAKES AND GOLF COURSE, L.L.C., an Arizona limited liability company ("Grantor"), hereby transfers, grants and conveys to CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation ("Chicago Title"), as Trustee under Chicago Title Trust No. 2038, all of Grantor's right, title, and interest in and to the following described property situated in the County of Mohave, State of Arizona:

SEE THE EXHIBITS "A" THROUGH "C", attached hereto and incorporated herein by this reference.

Subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

Grantor hereby binds itself and its successors and assigns to warrant and defend title, as against all acts of Grantor and no other, subject to the matters set forth above.

DATED this 17th day of Feb, 2000.

PAGE 3 OF 11
GRANTOR: BK 4684 PG 326 FEE#2003079756

Desert Lakes and Golf Course,
L.L.C., an Arizona limited
liability company

By: *Sonia Sengupta*
Sonia Sengupta, Manager

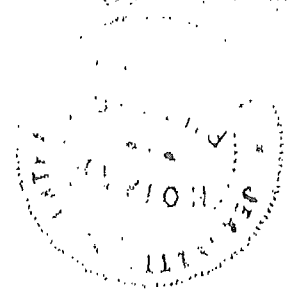
STATE OF NEW JERSEY)
) ss.
County of MIDDLESEX)

This instrument was acknowledged before me this 17th
day of February, 2000, by Sonia Sengupta, as Manager of
DESERT LAKES AND GOLF COURSE, L.L.C., an Arizona limited
liability company, on behalf thereof.

Jeannette H. Bertha
Notary Public

My Commission Expires:

JEANNETTE H. BERTHA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 26, 2002



EXEMPT FROM FEE AND AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §11-
1134 B.8.

PARCEL NO. 1:

Lots 59 and 69, Block "A", Lots 6, 8, 9, 12, 18, 24 and 28, Block "B", Lots 12 and 13, Block "C", Lots 6, 10, 18, 37 and 38, Block "E", Lot 1, Block "F" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-A, according to the plat thereof, recorded June 2, 1989, at Fee No. 89-26061, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT THEREFROM, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

PARCEL NO. 2:

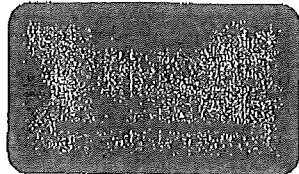
Lots 10, 45 to 48, inclusive, 50, 51, 52, 54, 55, 56, 71, 88, 102 and 106, Block "F", Lots 66 and 68, Block "H", Lots 2 and 4, Block "I", Lots 7 and 8, Block "J" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT THEREFROM, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

PARCEL NO. 3:

Lots 2, 6, 8, 9, 18, 22, 23, 26, 27, 30, 31, 40 and 41, Block "L", Lots 14, 15, 17, 26, 30 to 36, inclusive, 40, 50, 52 and 53, Block "M", Lots 12, 13, 45, 46, 47, 49 to 59, inclusive, Block "N", Lots 2, 13 and 34, Block "O" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-C, according to the plat thereof, recorded May 23, 1990, at Fee No. 90-34030, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, minerals, fossils and fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, the State of Arizona or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved by the State of Arizona in 37-231, C., A.R.S. and in Patent of record.



PARCEL V-V, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, AND

That portion of PARCEL K-K, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona, situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel K-K, being a point on the West line of said Southwest quarter of the Southeast quarter (SW1/4 SE1/4);

THENCE North 00 degrees 04 minutes 44 seconds East along said West line a distance of 19.36 feet;

THENCE South 89 degrees 55 minutes 17 seconds East parallel with the South line of said Parcel K-K a distance of 374.75 feet;

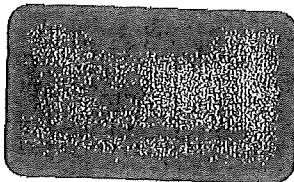
THENCE South 67 degrees 56 minutes 04 seconds East a distance of 173.10 feet;

THENCE South 58 degrees 12 minutes 39 seconds East a distance of 116.82 feet to the North line of Parcel V-V of said Tract 4076-B;

THENCE North 67 degrees 56 minutes 04 seconds West along the North line of said Parcel V-V a distance of 286.86 feet;

THENCE North 89 degrees 55 minutes 17 seconds West continuing along said North line of Parcel V-V a distance of 370.00 feet to the Point of Beginning.

NOTE: Said portion of Parcel K-K of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, was abandoned in Resolution No. 98-347, recorded October 7, 1998 in Book 3173 of Official Records, Page 385.



All that real property situate in the County of Mohave, State of Arizona, more particularly described as follows:

A parcel of land lying within the Northeast quarter of the Northwest quarter of the Northeast quarter (NE1/4 NW1/4 NE1/4) of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of the Northeast quarter (NE1/4 NW1/4 NE1/4);

Thence South 00 degrees 06 minutes 06 seconds West along the East line of said aliquot part a distance of 42.00 feet to a point on the South right of way line of Joy Lane;

Thence North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 70.00 feet to the True Point of Beginning;

Thence continuing North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 592.32;

Thence South 00 degrees 05 minutes 25 seconds West a distance of 619.80 feet to a point on the North right of way line of Wishing Well Lane, as dedicated by the FINAL PLAT OF DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-A, Fee No. 89-26061, Mohave County Records;

Thence along the North right of way line of Wishing Well Lane, the Northwesterly right of way line of Desert Lakes Drive, and the West right of way line of Club House Drive the following eight (8) courses;

South 89 degrees 55 minutes 55 seconds East a distance of 203.62 feet to the point of a curve;

Easterly along the arc of said curve to the right, having a radius of 104.45 feet and central angle of 57 degrees 55 minutes 55 seconds a distance of 105.61 feet to the point of reverse curve;

Southwesterly along the arc of said curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds a distance of 31.42 feet to the point of tangent;

North 58 degrees 00 minutes 00 seconds East along said tangent a distance of 11.70 feet to the point of curve;

Northeasterly along the arc of said curve to the right, having a radius of 334.66 feet and a central angle of 17 degrees 45 minutes 59 seconds a distance of 103.77 feet to the point of reverse curve;

Easterly along the arc of said reverse curve to the left, having a radius of 150.00 feet and a central angle of 75 degrees 39 minutes 56 seconds a distance of 189.09 feet to the point of tangency;

North 00 degrees 06 minutes 06 seconds along said tangent a distance of 399.87 feet to the point of curve;

Northerly along the arc of said curve to the left, having a radius of 30.00 feet and a central angle of 90 degrees 02 minutes 03 seconds a distance of 47.14 feet to the Point of Beginning.

EXCEPT that portion described as follows:

A tract of land located in the Northeast quarter (NE1/4) of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the Northwest corner of said Northeast quarter (NE1/4);

Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter (NE1/4) a distance of 661.79 feet to the North right of way line of Wishing Well Lane;

Thence South 89 degrees 55 minutes 55 seconds East along said North line a distance of 865.81 feet to the beginning of a tangent curve, concave Southwesterly, the center of said curve bears South 00 degrees 04 minutes 05 seconds West a distance of 104.45 feet;

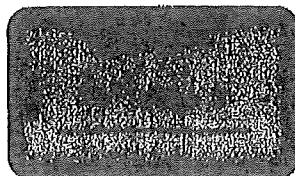
Thence Southeasterly along the arc of said curve a distance of 59.27 feet through a central angle of 32 degrees 30 minutes 45 seconds to the Point of Beginning;

Thence North 00 degrees 05 minutes 25 seconds East a distance of 306.52 feet;

Thence South 89 degrees 54 minutes 35 seconds East a distance of 20.00 feet;

Thence South 00 degrees 05 minutes 25 seconds West a distance of 290.00 feet;

Continued



Thence South 77 degrees 29 minutes 38 seconds East a distance of 97.30 feet to the Northerly right of way line of Desert Lakes Drive;

Thence South 58 degrees 00 minutes 00 seconds West along said Northerly line a distance of 65.00 feet to the beginning of a tangent curve, concave Northerly, the center of said curve bears North 32 degrees 00 minutes 00 seconds West a distance of 20.00 feet;

thence Westerly along the arc of said curve and said Northerly line a distance of 31.42 feet through a central angle of 90 degrees 00 minutes 00 seconds to the beginning of a reverse curve concave Southwesterly, the center of said curve bears South 58 degrees 00 minutes 00 seconds West a distance of 104.45 feet;

Thence Northwesterly along the arc of said curve and the Northerly line of said Wishing Well Lane a distance of 46.34 feet through a central angle of 25 degrees 25 minutes 10 seconds to the Point of Beginning.

ALSO EXCEPT that portion described as follows:

A parcel of land located in the Northeast quarter (NE1/4) of the Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 35;

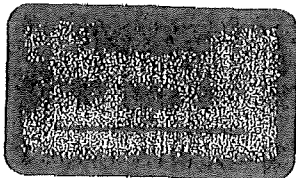
Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter (NE1/4) of Section 35 a distance of 42.00 feet to a point on the South right of way line of Joy Lane;

Thence South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 660.36 feet to the Point of Beginning at the most Northeasterly corner of Desert Lakes Golf Course and Estates, Tract 4076-A;

Thence continuing South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 30.00 feet;

Thence South 00 degrees 05 minutes 25 seconds West parallel with the East boundary line of said Desert Lakes Subdivision a distance of 30.00 feet;

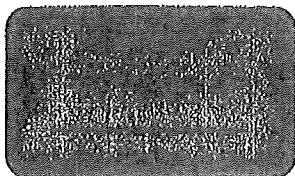
Continued



Thence North 89 degrees 55 minutes 57 seconds West parallel with said South right of way line a distance of 30.00 feet to a point on said East boundary line;

Thence North 00 degrees 05 minutes 25 seconds East along said East boundary line a distance of 30.00 feet to the Point of Beginning.

EXCEPT Lots 14, 15 and 16, Block 1, as partially released by Partial Reconveyance recorded in Book 3120 of Official Records, Page 267 and Lot 10, Block 2, as partially released by Partial Reconveyance recorded in Book 3323 of Official Records, Page 442 and Parcels "A" and "B" of DESERT LAKES GOLF COURSE AND ESTATES UNIT F TRACT 4132, according to the plat thereof, recorded December 23, 1997, at Fee No. 97-68927, in the office of the County Recorder of Mohave County, Arizona.



SCHEDULE "A"

Legal Description

All that real property situate in the County of Mohave, State of Arizona, more particularly described as follows:

A parcel of land lying within the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of the Northeast quarter; Thence South 00 degrees 06 minutes 06 seconds West along the East line of said aliquot part a distance of 42.00 feet to a point on the South right of way line of Joy Lane; Thence North 89 degrees 55 minutes 57 seconds West along said South right of way South right of way line a distance of 70.00 feet to the True Point of Beginning; Thence continuing North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 592.32 feet; Thence South 00 degrees 05 minutes 25 seconds West a distance of 619.80 feet to a point on the North right of way line of Wishing Well Lane, as dedicated by the Final Plat of Desert Lakes Golf Course and Estates Tract 4076-A, Fee No. 89-26061, Mohave County Records; Thence along the North right of way line of Wishing Well Lane, the Northwesterly right of way line of Desert Lakes Drive, and the West right of way line of Club House Drive the following eight (8) courses: South 89 degrees 55 minutes 55 seconds East a distance of 203.62 feet to the point of a curve; Easterly along the arc of said curve to the right, having a radius of 104.45 feet and central angle of 57 degrees 55 minutes 55 seconds a distance of 105.61 feet to the point of reverse curve; Southwesterly along the arc of said curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds a distance of 31.42 feet to the point of tangency; North 58 degrees 00 minutes 00 seconds East along said tangent a distance of 11.70 feet to the point of curve; Northeasterly along the arc of said curve to the right, having a radius of 334.66 feet and a central angle of 17 degrees 45 minutes 59 seconds a distance of 103.77 feet to the point of reverse curve; Easterly along the arc of said reverse curve to the left, having a radius of 150.00 feet and a central angle of 75 degrees 39 minutes 56 seconds a distance of 189.09 feet to the point of tangency; North 00 degrees 06 minutes 06 seconds along said tangent a distance of 399.87 feet to the point of curve; Northerly along the arc of said curve to the left, having a radius of 30.00 feet and a central angle of 90 degrees 02 minutes 03 seconds a distance of 47.14 feet to the Point of Beginning.

SPECIFICALLY EXCLUDING LOTS 14, 15 and 16, BLOCK 1, TRACT 4132.

IN ADDITION, THAT PORTION DESCRIBED AS FOLLOWS:

A tract of land located in the Northeast quarter of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

RECORDER'S MEMO Legibility
Questionable For Good Reproduction

EXHIBIT A

Commencing at the Northwest corner of said Northeast quarter; Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter a distance of 661.79 feet to the North right of way line of Wishing Well Lane; Thence South 89 degrees 55 minutes 55 seconds East along said North line a distance of 865.81 feet to the beginning of a tangent curve, concave Southwesterly, the center of said curve bears South 00 degrees 04 minutes 05 seconds West a distance of 104.45 feet; Thence Southeasterly along the arc of said curve a distance of 59.27 feet through a central angle of 32 degrees 30 minutes 45 seconds to the Point of Beginning; Thence North 00 degrees 05 minutes 25 seconds East a distance of 306.52 feet; Thence South 89 degrees 54 minutes 35 seconds East a distance of 20.00 feet; Thence South 00 degrees 05 minutes 25 seconds West a distance of 290.00 feet; Thence South 77 degrees 29 minutes 38 seconds East a distance of 97.30 feet to the Northerly right of way line of Desert Lakes Drive; Thence South 58 degrees 00 minutes 00 seconds West along said Northerly line a distance of 65.00 feet to the beginning of a tangent curve, concave Northerly, the center of said curve bears North 32 degrees 00 minutes 00 seconds West a distance of 20.00 feet; thence Westerly along the arc of said curve and said Northerly line a distance of 31.42 feet through a central angle of 90 degrees 00 minutes 00 seconds to the beginning of a reverse curve concave Southwesterly, the center of said curve bears South 58 degrees 00 minutes 00 seconds West a distance of 104.45 feet; Thence Northwesterly along the arc of said curve and the Northerly line of said Wishing Well Lane a distance of 46.34 feet through a central angle of 25 degrees 25 minutes 10 seconds to the Point of Beginning.

ALSO EXCEPT that portion described as follows:

A parcel of Land located in the Northeast quarter of the Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 35; Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter of Section 35 a distance of 42.00 feet to a point on the South right of way line of Joy Lane; Thence South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 660.36 feet to the Point of Beginning at the most Northeasterly corner of Desert Lakes Golf Course and Estates, Tract 4076-A; Thence continuing South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 30.00 feet; Thence South 00 degrees 05 minutes 25 seconds West parallel with the East boundary line of said Desert Lakes Subdivision a distance of 30.00 feet; Thence North 89 degrees 55 minutes 57 seconds West parallel with said South right of way line a distance of 30.00 feet to a point on said East boundary line; Thence North 0 degrees 05 minutes 25 seconds East along said East boundary line a distance of 30.00 feet to the Point of Beginning.

RECORDER'S MEMO Legibility
Questionable For Good Reproduction

3 WHEN RECORDED MAIL TO:
CHICAGO TITLE INSURANCE COMPANY
FOLDER - TRUST 2038

2003082353 BK 4695 PG 50
OFFICIAL RECORDS OF MOHAVE COUNTY
JOAN MC CALL, MOHAVE COUNTY RECORDER
09/25/2003 02:53P PAGE 1 OF 3
CHICAGO TITLE INS CO
RECORDING FEE 14.00

SPECIAL WARRANTY DEED

A.R.S. 11-1134 B 8

For the consideration of Ten Dollars, and other valuable considerations, the undersigned CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation under Trust 2038, the Grantor herein, does hereby convey to:

DESERT LAKES AND GOLF COURSE, L.L.C., an Arizona limited liability company

The following described property situated in the County of Mohave, State of Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF

Trustee named herein state that pursuant to the provisions of ARS 33-401, an Affidavit has been recorded in MOHAVE COUNTY, ARIZONA, in Book 3478, Page 673.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized this 22nd day of September, 2003.

CHICAGO TITLE INSURANCE COMPANY,
A Missouri Corporation as Trustee under Trust 2038

BY: Lynette M. Hazlett
Lynette M. Hazlett, Trust Officer

STATE OF ARIZONA

County of MOHAVE

On this the 22nd day of September, 2003, before me, the undersigned officer, personally appeared who acknowledged himself to be the Trust Office of CHICAGO TITLE INSURANCE COMPANY, a Missouri 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.

In witness whereof I have hereunto set my hand and Official Seal.



My commission Expires

[Signature]
Notary Public

EXHIBIT "A"

Legal Description

All that real property situated in the County of Mohave, State of Arizona, more particularly described as follows:

A parcel of land lying within the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of the Northeast quarter; Thence South 00 degrees 06 minutes 06 seconds West along the East line of said aliquot part a distance of 42.00 feet to a point on the South right of way line of Joy Lane; Thence North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 70.00 feet to the True Point of Beginning; Thence continuing North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 592.32 feet; Thence South 00 degrees 05 minutes 25 seconds West a distance of 619.80 feet to a point on the North right of way line of Wishing Well Lane, as dedicated by the Final Plat of Desert Lakes Golf Course and Estates Tract 4076-A, Fee No. 89-26061, Mohave County Records; Thence along the North right of way line of Wishing Well Lane, the Northwesterly right of way line of Desert Lakes Drive, and the West right of way line of Club House Drive the following eight (8) courses: South 89 degrees 55 minutes 55 seconds East a distance of 203.62 feet to the point of a curve; Easterly along the arc of said curve to the right, having a radius of 104.45 feet and central angle of 57 degrees 55 minutes 55 seconds a distance of 105.61 feet to the point of reverse curve; Southwesterly along the arc of said curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds a distance of 31.42 feet to the point of tangent; North 58 degrees 00 minutes 00 seconds East along said tangent a distance of 11.70 feet to the point of curve; Northwesterly along the arc of said curve to the right, having a radius of 334.66 feet and a central angle of 17 degrees 45 minutes 59 seconds a distance of 103.77 feet to the point of reverse curve; Easterly along the arc of said reverse curve to the left, having a radius of 150.00 feet and a central angle of 75 degrees 39 minutes 56 seconds a distance of 189.09 feet to the point of tangency; North 00 degrees 06 minutes 06 seconds along said tangent a distance of 599.87 feet to the point of curve; Northerly along the arc of said curve to the left, having a radius of 50.00 feet and a central angle of 90 degrees 02 minutes 03 seconds a distance of 47.14 feet to the Point of Beginning.
SPECIFICALLY EXCLUDING LOTS 14, 15 and 16, BLOCK 1, TRACT 4132.

IN ADDITION, THAT PORTION DESCRIBED AS FOLLOWS:

A tract of land located in the Northeast quarter of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the Northwest corner of said Northeast quarter; Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter a distance of 661.79 feet to the North right of way line of Wishing Well Lane; Thence South 89 degrees 55 minutes 55 seconds East along said North line a distance of 865.81 feet to the beginning of a tangent curve, concave Southwesterly, the center of said curve bears South 00 degrees 04 minutes 05 seconds West a distance of 104.45 feet; Thence Southeasterly along the arc of said curve a distance of 59.27 feet through a central angle of 32 degrees 30 minutes 45 seconds to the Point of Beginning; Thence North 00 degrees 05 minutes 25 seconds East a distance of 306.52 feet; Thence South 89 degrees 54 minutes 35 seconds East a distance of 20.00 feet; Thence South 00 degrees 05 minutes 25 seconds West a distance of 290.00 feet; Thence South 77 degrees 29 minutes 38 seconds East a distance of 97.30 feet to the Northerly right of way line of Desert Lakes Drive; Thence South 58 degrees 00 minutes 00 seconds West along said Northerly line a distance of 65.00 feet to the beginning of a tangent curve, concave Northerly, the center of said curve bears North 32 degrees 00 minutes 00 seconds West a distance of 20.00 feet; Thence Westerly along the arc of said curve and said Northerly line a distance of 31.42 feet through a central angle of 90 degrees 00 minutes 00 seconds to the beginning of a reverse curve concave Southwesterly, the center of said curve bears South 58 degrees 00 minutes 00 seconds West a distance of 104.45 feet; Thence Northwesterly along the arc of said curve and the Northerly line of said Wishing Well Lane a distance of 46.34 feet through a central angle of 25 degrees 25 minutes 10 seconds to the Point of Beginning.

EXHIBIT "A"

continued

ALSO EXCEPT that portion described as follows:

A parcel of Land located in the Northeast quarter of the Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 35; Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter of Section 35 a distance of 42.00 feet to a point on the South right of way line of Joy Lane; Thence South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 660.36 feet to the Point of Beginning at the most Northeasterly corner of Desert Lakes Golf Course and Estates, Tract 4076-A; Thence continuing South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 30.00 feet; Thence South 00 degrees 05 minutes 25 seconds West parallel with the East boundary line of said Desert Lakes Subdivision a distance of 30.00 feet; Thence North 89 degrees 55 minutes 57 seconds West parallel with said South right of way line a distance of 30.00 feet to a point on said East boundary line; Thence North 0 degrees 05 minutes 25 seconds East along said East boundary line a distance of 30.00 feet to the Point of Beginning.

EXCEPT:

PARCEL V-V, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669, in the office of the County Recorder of Mohave County, Arizona, situate in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, AND

That portion of PARCEL K-K, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669, in the office of the County Recorder of Mohave County, Arizona, situate in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel K-K, being a point on the West line of the Southwest quarter of the Southeast quarter of said Section 35;
Thence North 00° 04' 44" East along said West line a distance of 19.36 feet;
Thence South 89° 55' 17" East, parallel with the South line of said Parcel K-K, a distance of 374.75 feet;
Thence South 67° 56' 04" East, a distance of 173.10 feet;
Thence South 58° 12' 39" East, a distance of 116.82 feet to the North line of Parcel V-V of said Tract 4076-B;
Thence North 67° 56' 04" West along the North line of said Parcel V-V, a distance of 286.86 feet;
Thence North 89° 55' 17" West continuing along said North line of Parcel V-V, a distance of 370.00 feet to the Point of Beginning.

EXCEPT:

LOT 1, BLOCK F, DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-A, according to the plat of record in the office of the County Recorder of MOHAVE COUNTY, ARIZONA, recorded June 2, 1989, at Fee No. 89-26061

When recorded return to:
CHICAGO TITLE INSURANCE COMPANY-
Folder - Trust 2038

AFFIDAVIT OF DISCLOSURE
OF
BENEFICIAL INTEREST PURSUANT TO A.R.S. § 33-401
FOR
CHICAGO TITLE INSURANCE COMPANY TRUST 2038

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, as Trustee of its Trust No. 2038, and not personally, pursuant to A.R.S. § 33-401 hereby discloses the beneficial interest under Trust No. 2038 is:

FIRST BENEFICIARY:
ELLOR ENTERPRISES, LTD., a corporation under the laws of the Commonwealth of the Bahamas.
C/O John Wiley, Jr., Esq.
343 Main Street
Metuchen, New Jersey 08840 (No Federal or State Tax I.D. No.)

SECOND BENEFICIARY:
Desert Lakes and Golf Course, L.L.C.,
an Arizona limited liability company
5635 South Highway 95
Suite B
Fort Mojave, Az. 86426

The following real property situated in Mohave County, Arizona which is included under Trust 2038 is:

SEE ATTACHED EXHIBITS "A" THROUGH "C" attached herto and incorporated herein by this reference.

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation as Trustee of Trust No. 2038 only and not personally

Lynette M. Hazlett
BY: Lynette M. Hazlett, Trust Officer

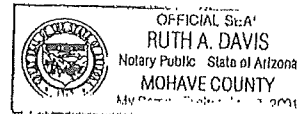
STATE OF ARIZONA

Count of Mohave

On this the 21st day of March, 2000, before me, a Notary Public in and for said county, appeared Lynette M. Hazlett who being by me sworn, did say that she is the Trust Officer of the corporation named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 04-09-2001

Ruth A. Davis
Notary Public



UNRECORDED

PARCEL NO. 1:

Lots 59 and 69, Block "A", Lots 6, 8, 9, 12, 18, 24 and 28, Block "B", Lots 12 and 13, Block "C", Lots 6, 10, 18, 37 and 38, Block "E", Lot 1, Block "F" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-A, according to the plat thereof, recorded June 2, 1989, at Fee No. 89-26061, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT THEREFROM, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

PARCEL NO. 2:

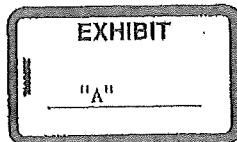
Lots 10, 45 to 48, inclusive, 50, 51, 52, 54, 55, 56, 71, 88, 102 and 106, Block "F", Lots 66 and 68, Block "H", Lots 2 and 4, Block "I", Lots 7 and 8, Block "J" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT THEREFROM, all oil, gas and mineral deposits as reserved in instrument recorded in Book 96 of Deeds, Page 73.

PARCEL NO. 3:

Lots 2, 6, 8, 9, 18, 22, 23, 26, 27, 30, 31, 40 and 41, Block "L", Lots 14, 15, 17, 26, 30 to 36, inclusive, 40, 50, 52 and 53, Block "M", Lots 12, 13, 45, 46, 47, 49 to 59, inclusive, Block "N", Lots 2, 13 and 34, Block "O" of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-C, according to the plat thereof, recorded May 23, 1990, at Fee No. 90-34030, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT an undivided 1/16 of all oil, gases and other hydrocarbon substances, coal or stone, metals, minerals, fossils and fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, the State of Arizona or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved by the State of Arizona in 37-231, C., A.R.S. and in Patent of record.



PARCEL V-V, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona; AND

That portion of PARCEL K-K, DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-B, according to the plat thereof, recorded December 18, 1989, at Fee No. 89-67669 in the office of the County Recorder of Mohave County, Arizona, situated in Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel K-K, being a point on the West line of said Southwest quarter of the Southeast quarter (SW1/4 SE1/4);

THENCE North 00 degrees 04 minutes 44 seconds East along said West line a distance of 19.36 feet;

THENCE South 89 degrees 55 minutes 17 seconds East parallel with the South line of said Parcel K-K a distance of 374.75 feet;

THENCE South 67 degrees 56 minutes 04 seconds East a distance of 173.10 feet;

THENCE South 58 degrees 12 minutes 39 seconds East a distance of 116.82 feet to the North line of Parcel V-V of said Tract 4076-B;

THENCE North 67 degrees 56 minutes 04 seconds West along the North line of said Parcel V-V a distance of 286.86 feet;

THENCE North 89 degrees 55 minutes 17 seconds West continuing along said North line of Parcel V-V a distance of 370.00 feet to the Point of Beginning.

NOTE: Said portion of Parcel K-K of DESERT LAKES GOLF COURSE AND ESTATES, TRACT 4076-B, was abandoned in Resolution No. 98-347, recorded October 7, 1998 in Book 3173 of Official Records, Page 385.

EXHIBIT

"B"

All that real property situate in the County of Mohave, State of Arizona, more particularly described as follows:

A parcel of land lying within the Northeast quarter of the Northwest quarter of the Northeast quarter (NE1/4 NW1/4 NE1/4) of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of the Northeast quarter (NE1/4 NW1/4 NE1/4);

Thence South 00 degrees 06 minutes 06 seconds West along the East line of said aliquot part a distance of 42.00 feet to a point on the South right of way line of Joy Lane;

Thence North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 70.00 feet to the True Point of Beginning;

Thence continuing North 89 degrees 55 minutes 57 seconds West along said South right of way line a distance of 592.32;

Thence South 00 degrees 05 minutes 25 seconds West a distance of 619.80 feet to a point on the North right of way line of Wishing Well Lane, as dedicated by the FINAL PLAT OF DESERT LAKES GOLF COURSE AND ESTATES TRACT 4076-A, Fee No. 89-26061, Mohave County Records;

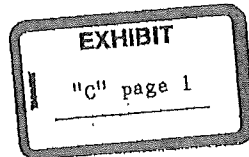
Thence along the North right of way line of Wishing Well Lane, the Northwesterly right of way line of Desert Lakes Drive, and the West right of way line of Club House Drive the following eight (8) courses;

South 89 degrees 55 minutes 55 seconds East a distance of 203.62 feet to the point of a curve;

Easterly along the arc of said curve to the right, having a radius of 104.45 feet and central angle of 57 degrees 55 minutes 55 seconds a distance of 105.61 feet to the point of reverse curve;

Southwesterly along the arc of said curve to the left, having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds a distance of 31.42 feet to the point of tangent;

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North 58 degrees 00 minutes 00 seconds East along said tangent a distance of 11.70 feet to the point of curve;

Northeasterly along the arc of said curve to the right, having a radius of 334.66 feet and a central angle of 17 degrees 45 minutes 59 seconds a distance of 103.77 feet to the point of reverse curve;

Easterly along the arc of said reverse curve to the left, having a radius of 150.00 feet and a central angle of 75 degrees 39 minutes 56 seconds a distance of 189.09 feet to the point of tangency;

North 00 degrees 06 minutes 06 seconds along said tangent a distance of 399.87 feet to the point of curve;

Northerly along the arc of said curve to the left, having a radius of 30.00 feet and a central angle of 90 degrees 02 minutes 03 seconds a distance of 47.14 feet to the Point of Beginning.

EXCEPT that portion described as follows:

A tract of land located in the Northeast quarter (NE1/4) of Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the Northwest corner of said Northeast quarter (NE1/4);

Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter (NE1/4) a distance of 661.79 feet to the North right of way line of Wishing Well Lane;

Thence South 89 degrees 55 minutes 55 seconds East along said North line a distance of 865.81 feet to the beginning of a tangent curve, concave Southwesterly, the center of said curve bears South 00 degrees 04 minutes 05 seconds West a distance of 104.45 feet;

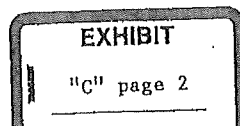
Thence Southeasterly along the arc of said curve a distance of 59.27 feet through a central angle of 32 degrees 30 minutes 45 seconds to the Point of Beginning;

Thence North 00 degrees 05 minutes 25 seconds East a distance of 306.52 feet;

Thence South 89 degrees 54 minutes 35 seconds East a distance of 20.00 feet;

Thence South 00 degrees 05 minutes 25 seconds West a distance of 290.00 feet;

Continued



Thence South 77 degrees 29 minutes 38 seconds East a distance of 97.30 feet to the Northerly right of way line of Desert Lakes Drive;

Thence South 58 degrees 00 minutes 00 seconds West along said Northerly line a distance of 65.00 feet to the beginning of a tangent curve, concave Northerly, the center of said curve bears North 32 degrees 00 minutes 00 seconds West a distance of 20.00 feet;

thence Westerly along the arc of said curve and said Northerly line a distance of 31.42 feet through a central angle of 90 degrees 00 minutes 00 seconds to the beginning of a reverse curve concave Southwesterly, the center of said curve bears South 58 degrees 00 minutes 00 seconds West a distance of 104.45 feet;

Thence Northwesterly along the arc of said curve and the Northerly line of said Wishing Well Lane a distance of 46.34 feet through a central angle of 25 degrees 25 minutes 10 seconds to the Point of Beginning.

ALSO EXCEPT that portion described as follows:

A parcel of land located in the Northeast quarter (NE1/4) of the Section 35, Township 19 North, Range 22 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, described as follows:

Commencing at the North quarter corner of said Section 35;

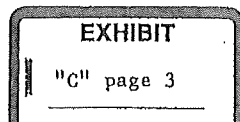
Thence South 00 degrees 04 minutes 43 seconds West along the West line of said Northeast quarter (NE1/4) of Section 35 a distance of 42.00 feet to a point on the South right of way line of Joy Lane;

Thence South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 660.36 feet to the Point of Beginning at the most Northeasterly corner of Desert Lakes Golf Course and Estates, Tract 4076-A;

Thence continuing South 89 degrees 55 minutes 57 seconds East along said South right of way line a distance of 30.00 feet;

Thence South 00 degrees 05 minutes 25 seconds West parallel with the East boundary line of said Desert Lakes Subdivision a distance of 30.00 feet;

Unrecorded



Continued

Thence North 89 degrees 55 minutes 57 seconds West parallel with said South right of way line a distance of 30.00 feet to a point on said East boundary line;

Thence North 00 degrees 05 minutes 25 seconds East along said East boundary line a distance of 30.00 feet to the Point of Beginning.

EXCEPT Lots 14, 15 and 16, Block 1, as partially released by Partial Reconveyance recorded in Book 3120 of Official Records, Page 267 and Lot 10, Block 2, as partially released by Partial Reconveyance recorded in Book 3323 of Official Records, Page 442 and Parcels "A" and "B" of DESERT LAKES GOLF COURSE AND ESTATES UNIT F TRACT 4132, according to the plat thereof, recorded December 23, 1997, at Fee No. 97-68927, in the office of the County Recorder of Mohave County, Arizona.

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