

RESOLUTION OF THE

NAABIK'ÍYÁTI' STANDING COMMITTEE OF THE
23RD NAVAJO NATION COUNCIL - Fourth Year, 2018

AN ACTION

RELATING TO NAABIK'ÍYÁTI' COMMITTEE; RECOMMENDING THE PURCHASE OF PROPERTY OFFERED FOR SALE TO THE NAVAJO NATION BY THE OWNER OF 17,544.79 ACRES, MORE OR LESS, LOCATED WITHIN YAVAPAI COUNTY, ARIZONA

BE IT ENACTED:

Section One. Authority

- A. The Navajo Nation Council by Resolution CJY-54-94 established a Land Acquisition Trust Fund within the Navajo Land Department for the purchase of lands for the Navajo Nation according to the Land Acquisition Policy and Procedures and the Navajo Land Consolidation Act of 1988.
- B. Pursuant to 16 N.N.C. § 4, the Naabik'íyáti' Committee grants final approval for [land] acquisitions of property exceeding \$20,000,000.00 per calendar year. CAU-44-16 (Aug. 10, 2016).
- C. The Naabik'íyáti' Committee shall approve price, acreage and location for the acquisition or disposition of real property exceeding the total expenditure of \$20,000,000 per calendar year and issue a resolution for approval or disapproval of such acquisition or disposition of real property. See Navajo Nation Land Acquisition Rules and Regulations, IV(C)(1)(2), RDCO-78-16 (Oct. 25, 2016).

Section Two. Findings

- A. The Navajo Nation Acquisition of Lands Act, 16 N.N.C. §2(A), states "The Navajo Nation's major purposes in acquiring new lands shall be to: (5) Provide land necessary for approved Navajo Nation economic development." See CAU-44-16.
- B. The Navajo Nation shall acquire and dispose of real property subject to land acquisition regulations as approved by the Resources and Development Committee of the Navajo Nation Council. 16 N.N.C. § 3, CAU-44-16.

- C. The Resources and Development Committee approved the Navajo Nation Land Acquisition Rules and Regulations. RDCO-78-16.
- D. The Navajo Nation Land Acquisition Rules and Regulations ("Rules and Regulations") authorize the Executive Director of the Division of Natural Resources to:
1. Strategize and evaluate properties for acquisition or disposition through coordination with appropriate Divisions, Chapters, and Enterprises;
 2. Conduct a preliminary assessment of the property in terms of location, value to the Navajo Nation, title, and environmental issues;
 3. Coordinate with interested Divisions or Chapters to complete the assessment of the property for acquisition or disposition;
 4. Hire consultants, such as but not limited to, real estate brokers and agents to assist the Navajo Nation in the acquisition or disposition of real property; and
 5. Negotiate the purchase price for the subject property.
 6. Authorize the Navajo Land Department to conduct additional administrative duties that are not already identified herein.
- See Rules and Regulations, III., Authorization, (B)(1-6).
- E. The Rules and Regulations provide general procedures for the purchase of real property where the Navajo Land Department shall conduct a preliminary inspection involving an on-site inspection of the property to identify the land, any title issues, inventory, readily identifiable environmental concerns, or any other issue that may exist and shall review preliminary title documents, if available, for identification of any liens, encumbrances, or title issues. See Rules and Regulations, VI, General Procedure for Purchase of Real Property, (C)(1)(2).
- F. The land offered for sale includes Sections: 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, and 35 of T20N, R7W; and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, and 23 of T19N, R7W, Yavapai County, Arizona. See Map and property description attached as **Exhibit A**.


- G. The Navajo Land Department has obtained from the owner information and data required to complete a purchase package for the acquisition of the Yavapai Ranch property. A certified appraiser valued the property comprised of 17,544.79 acres at \$59,700,000.
- H. The Navajo Land Department has been provided a preliminary Title Report. The Report is attached as **Exhibit B**.
- I. Funds are available from the FY2018 Land Acquisition Trust Fund Budget Business Unit 415000 to purchase the property. A copy of the funds availability is attached as **Exhibit C**.
- J. The Navajo Land Department, pursuant to the Rules and Regulations, VI, General Procedures for Purchase of Real Property, (D)(1)(a), shall prepare a recommendation to the approving authority; and (b) verify the funds are available for the purchase.
- K. The Navajo Nation finds that the acquisition of this property is in the best interest of the Navajo Nation, which will provide land necessary for approved Navajo Nation economic development. The U.S. Forest Service remains interested in collaboratively working to address management challenges using such tools as purchases, conservation easements, and exchanges. See **Exhibit D**.

Section Three. Recommendation

- A. The Navajo Nation hereby recommends the purchase of the 17,544.79 acres, more or less, as described in paragraph F above, at \$49,700,000 plus any closing costs and expenses, consistent with the general terms of the Real Estate Purchase Agreement.
- B. The Navajo Nation hereby recommends the expenditure from the Land Acquisition Trust Fund in the amount approved to purchase the property to benefit the Navajo Nation.
- C. The Navajo Nation directs the Division of Natural Resources Executive Director to initiate and complete the requirements for the purchase of real property on or before September 28, 2018, through a Purchase Agreement with related documents as described in the Navajo Nation Land Acquisition Rules and Regulations, VI. General Procedure for Purchase of Real Property, E. Purchase Agreement and Opening Escrow.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Naabik'iyáti' Committee of the 23rd Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 12 in Favor, and 03 Opposed, on this 24th day of May 2018.

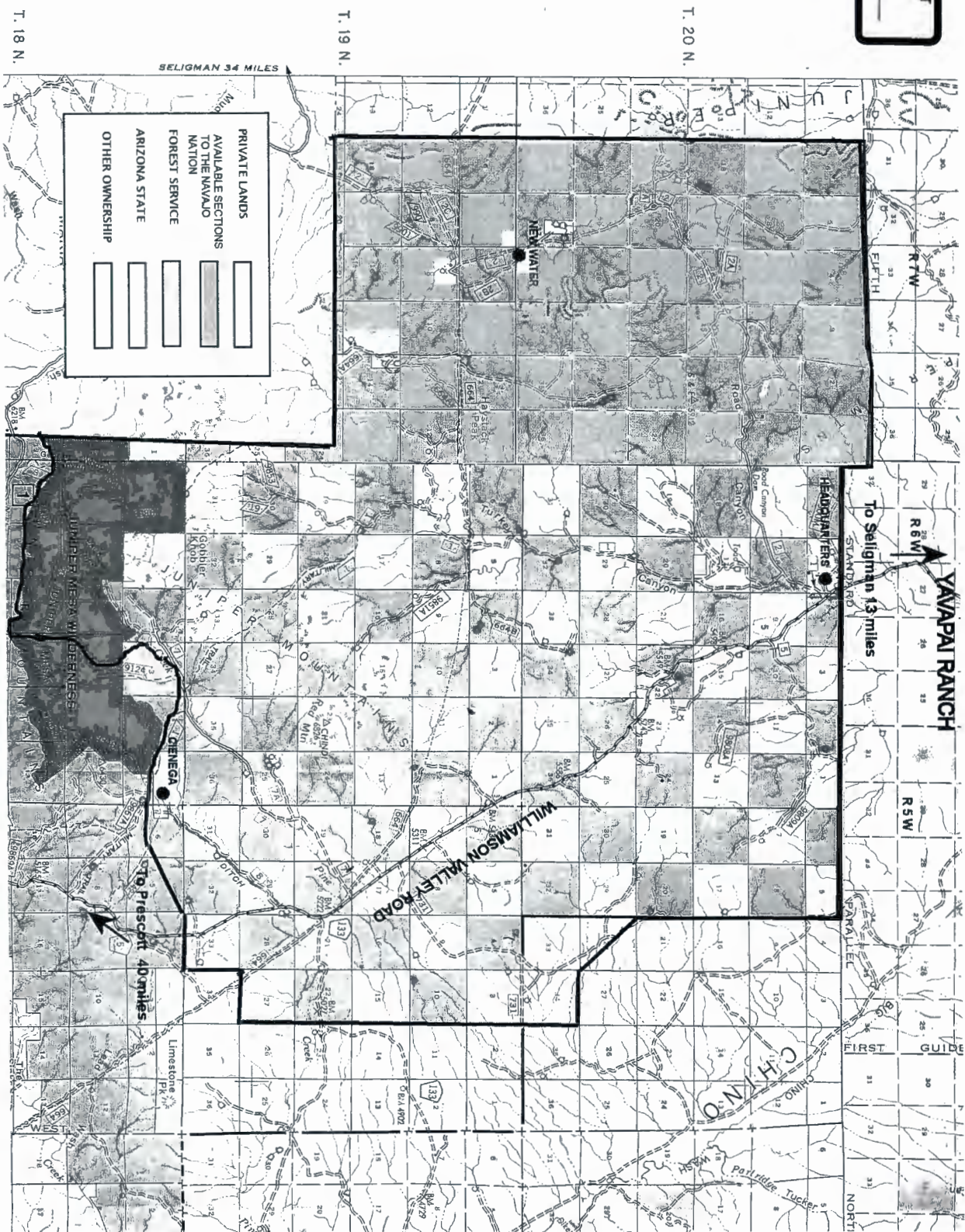


Seth Damon, Chairperson Pro Tempore
Naabik'iyáti' Committee

Motion: Honorable Lee Jack, Sr.

Second: Honorable Seth A. Damon

Chairperson Pro Tempore Damon not voting



THE YAVAPAI RANCH

SELIGMAN, ARIZONA

INTRODUCTION

The Yavapai Ranch is an absolutely unique ranch located about 35 miles North of Prescott, Arizona. Among its distinctions:

- The ranch encompasses more than 100,000 acres.
- More than 50% of the ranch (more than *80 square miles*) is deeded land, most unusual in Arizona, a state that is overwhelmingly (greater than 85%) government owned.
- The ranch lies almost entirely within the boundaries of the Prescott National Forest. It is the last large parcel of checkerboard holdings in the National Forests in the Southwest, and the Forest Service had previously attempted to do a land exchange to obtain these inholdings.
- The ranch crosses a variety of elevations and climatic zones, and includes the largest stand of ponderosa pine in private hands in the state.
- The ranch is generally well watered, very unusual in normally dry Northern Arizona, with twenty wells and or springs.
- The ranch has unique entitlements for development, as described below.

LOCATION

The Yavapai Ranch is located in the Northern half of Yavapai County, one of Arizona's four original counties. Its Northern border is 12 miles South of the small town of Seligman, located on I-40, the main line Santa Fe railroad, and the historical U.S. Route 66. Yavapai County Route 5, a county-maintained unpaved road, bisects the ranch and connects it to Prescott and Seligman. Its Southern boundary is about 35 miles north of Prescott, the first capitol of Arizona and the county seat. The Ranch is less than 3 hours drive from Phoenix to the South; it is about three hours drive to Las Vegas to the northwest. It is also less than six hours by car from the Eastern Los Angeles suburbs, making it the potentially the closest developable forested property to both Las Vegas and Los Angeles!

For private aircraft Seligman has an airport with a paved and lighted runway; Prescott has a larger airport with scheduled commercial air service.

Two separate power lines provide power to the northern parts of the ranch. An important 230 kW transmission line crosses the southern part of the ranch, and is of great interest to solar and wind power companies, as it is one of the few lines in the southwest with extra capacity available. The Yavapai Ranch has been labeled the best wind site in Arizona.

LAND OWNERSHIP

The Yavapai Ranch was formed around the time of WW II by the amalgamation of five smaller ranches. The oldest of these was homesteaded in 1868, so that the Yavapai Ranch is one of the oldest continually operating ranches in Arizona. A second homestead in the Southwest of the ranch provides a picturesque remote settlement with a log cabin that is the second or third oldest pioneer building standing in Yavapai County.

The bulk of the private land on the ranch was part of the land grant under the Atlantic and Pacific Act of 1866 by which the first four transcontinental railroads were given alternate sections in a checkerboard formation on either side of the railroad. Unlike most other parts of the ex-railroad lands in the Southwest, the Yavapai Ranch deeded land includes full mineral rights.

It is easy to find ranches with large amounts of private land in other western states; in Arizona it is extremely rare. Almost all of the other ranches with any amount of deeded land are in lower desert elevations. As a wooded ranch with private land, the ±50,000 acres of the ranch are almost unique in Arizona.

IN THE NATIONAL FOREST

Almost the entire ranch lies within the borders of the Prescott National Forest. It is the last large railroad checkerboard within the National Forest boundaries in the southwest. In fact, the Ranch constitutes more than 90% of *all* the undeveloped inholdings within *all* the National Forests in Arizona.

The U.S. Forest Service has had a long-standing policy of attempting to buy or trade for private inholdings. In furtherance of this policy, the U.S. Congress in 2005 passed an act (P. L. 109-110) specifically to further a land exchange on this ranch to absorb the majority of the checkerboard and consolidate remaining parts. This exchange never occurred and was discontinued, but the Forest Service remains interested in acquiring the private land on the ranch. Since there is still legislation on the books directing the Forest Service to acquire most of the ranch, there has been interest from mining companies, etc. looking to purchase land to exchange for other properties in Arizona.

FAUNA AND FLORA

The ranch is located between 5000 and 7000 feet in elevation, which in Northern Arizona goes from grassland to Piñon-Juniper woodlands to Ponderosa-Oak forests. The Piñon-Juniper woodland is the largest part.

The predominant range grass is Blue Gramma, which can be found on every section of the ranch; Sideoats Gramma, Western Wheat and Squirreltail are the predominant cool season grasses.

Many of the sections on the ranch have absolutely fabulous views out over the surrounding lowlands. In many places one can see 75 miles to the San Francisco Peaks to the NE, toward the Aquarius cliffs to the North, and to the Hualapai Mountains to the West.

The ranch has the full diverse wildlife of Northern Arizona, including Deer, Elk, Javalina, Mountain Lion, wild Turkey and Antelope. The grassland on the Western side of the ranch is considered particularly important for the antelope, as it is considered one of the last undeveloped pristine antelope valleys in the state.

WATER

Much of Northern Arizona is very dry with few wells a very deep or non-existent water table. By contrast, the Yavapai Ranch has twenty wells and a couple of springs, with average depth to water of about 500 feet. Wells are located in most parts of the ranch, and more than 60 miles of pipe water for the cattle. The ranch has formed a Domestic Water Improvement District with Yavapai County to enable widespread water distribution on the ranch if desired. Importantly, the ranch is not located in one of Arizona's Active Management areas that limit growth and water use.

ENTITLEMENTS

A unique zoning agreement with Yavapai County was approved in 2012, which provides for more than 12,000 homes. This agreement provides for clustering development, leaving open space and game corridors, but with requirements for infrastructure comparable to 40-acre developments, while allowing for lots as small as five acres!

CATTLE OPERATION

The ranch currently runs a high quality commercial cattle herd, and a small registered Quarter Horse herd. The Yavapai Ranch was one of the first ranches in the Southwest to have a Combined Resource Management Plan under which multiple government agencies together with the ranch owners direct the grazing plans. The cattle are managed on a short duration grazing system. The current herd is about 1000 mother cows.



75-Mile Views across the Ranch



Piñon-Juniper Country



One of the Antelope Valleys



Summer on the Range

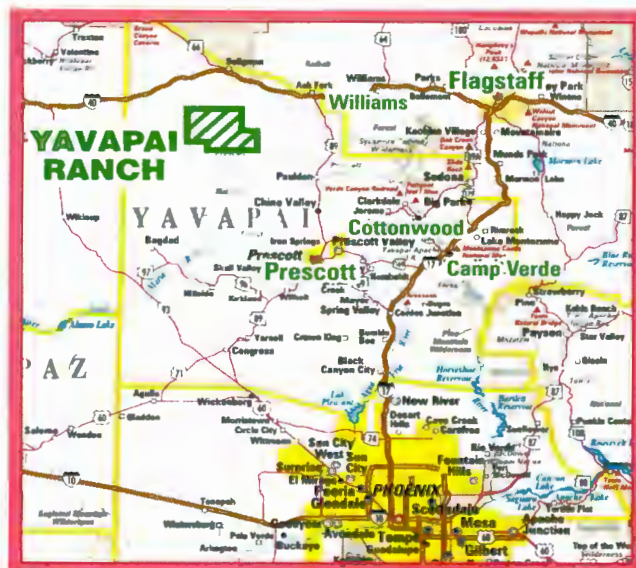
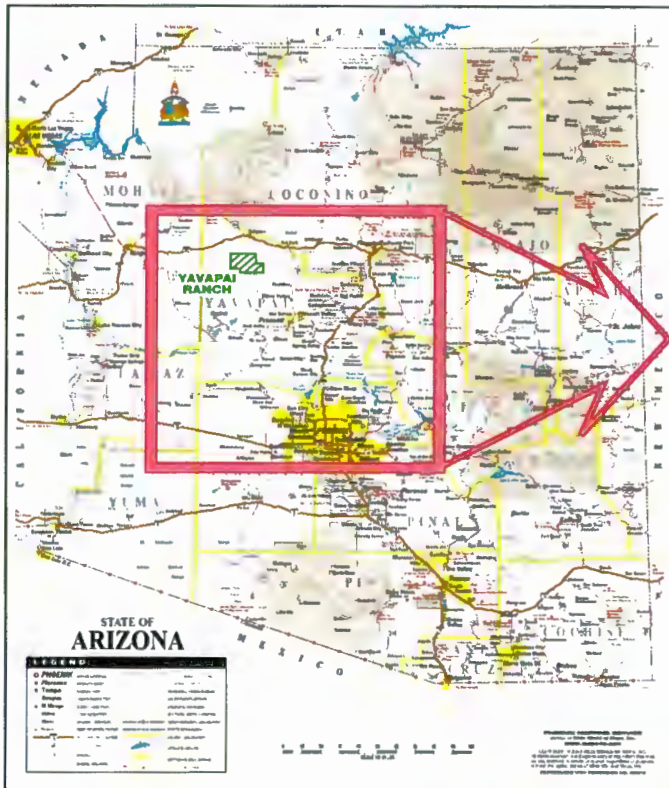


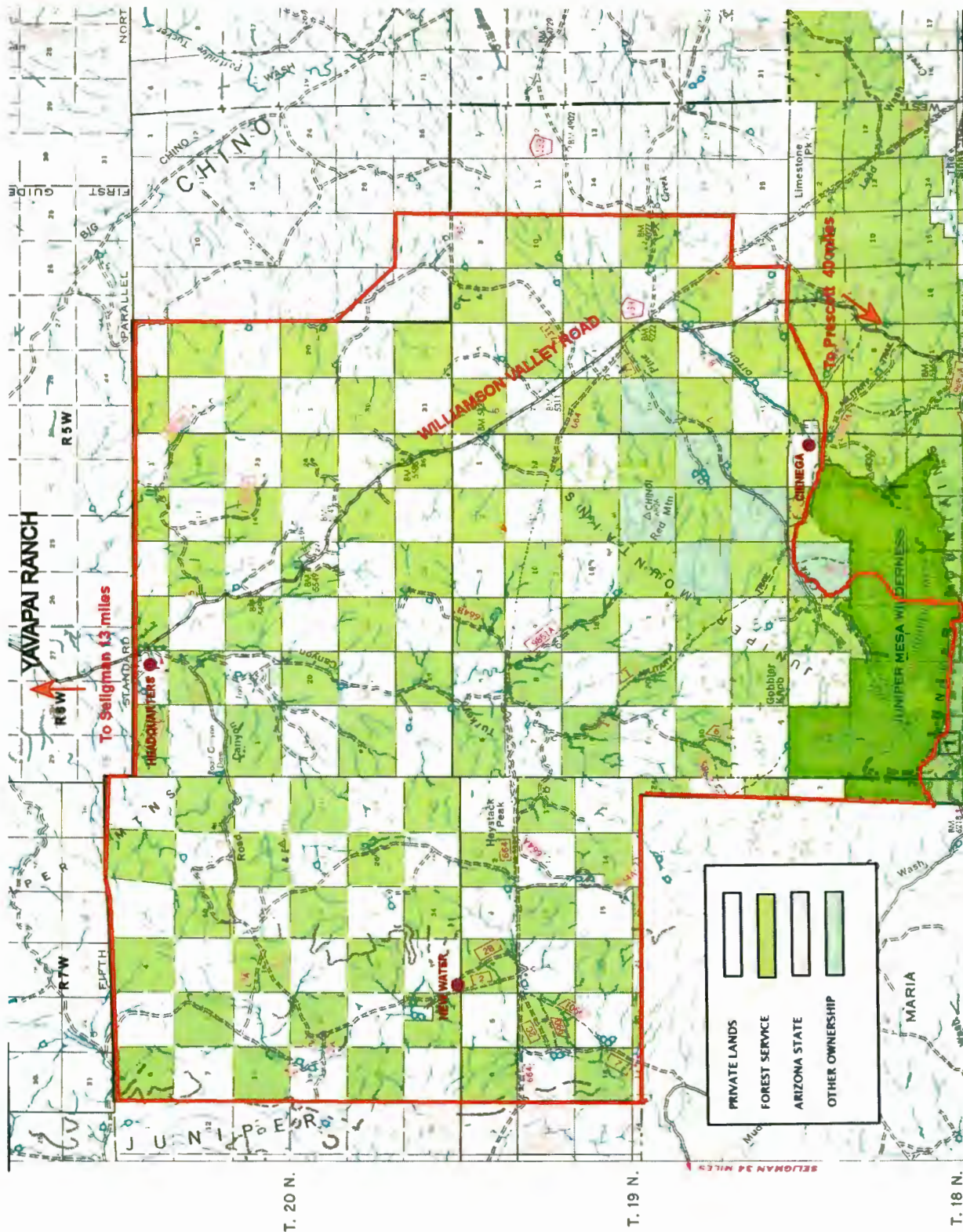
Mule Deer



Prehistoric Pictographs

Yavapai Ranch Location





YAVAPAI RANCH

Fred Ruskin

Ranch:
P.O. Box 128
Seligman, Arizona 86337
Tel (928) 925-5501



Business Office:
7528N. Clearwater Pkwy
Scottsdale, Arizona 85253
Fax (480) 948-6170

June 2, 2017

Michael Halona
Email: m_halona@frontiernet.net

Dear Mr. Halona:

Per your request, please find attached the Preliminary Title Report on the Yavapai Ranch West Side Parcel.

As I mentioned to you two weeks ago, this land was given to the railroad from the U.S. Government by act of Congress, and have had only a couple of intermediate owners in the intervening century and a quarter.

The property has as an amazingly clear title. Please look at the list of Schedule B Exceptions, on page 6:

Reservations 3 and 4 are lengthy, but have no effect today: when the ATSF railroad first sold off the lands, they reserved the right to come back and build a railroad through them. There are two of these railroad reservations, covering different parts of the ranch, as they were sold at different times.

These reservations were written at the time when permission to cross government lands were considered automatic. Today, getting USFS permission to build a railroad across their land would be difficult to impossible. (And if it were physically and economically possible to build the transcontinental railway across this route, they would have done it in the first place!) So, given the checkerboard pattern with the USFS, and the nature of the terrain, a railroad will never be built across these lands, and these reservations are meaningless.

It should be pointed out that though the railroad had the right to quarry materials on these lands to build the railroad over them, that is their only mineral right: when they sold the lands on the Yavapai Ranch they sold all mineral rights, very unusual in Arizona. So full mineral rights are offered as a part of the property.

The other major easement, shown on Reservations 5 and 6, is for the 240kv power line crossing the middle of the parcel. This is a major attraction to the ranch, as there have been lengthy proposals to build a commercial wind project on the ranch. The ranch is considered perhaps the best wind energy site in the state, due to both its topography, and the presence of this power line.

Reservation 7 is an easement for a small 120v line, , providing power to the northern part of the ranch.

Reservation 8 is for the Yavapai Ranch Domestic Water Improvement District (DWID). The DWID is a major attraction for developers, as it makes it easier to legally divide water from one well to multiple dwellings.

Lastly, the Reservation 11 is for the Yavapai Ranch Planned Area Development (PAD), which gives the area some very attractive development rights that are perhaps unique in Arizona.

Given the size of the parcel, titles don't get much simpler or more attractive than this. Please let me know if I can provide any other information.

Sincerely yours,



Fred Ruskin,
For the Yavapai Ranch

Cc:
The Hon. Walter Phelps
The Hon. Ben Bennett
Lavon Henry, Esq.



ALTA Commitment

COMMITMENT FOR TITLE INSURANCE

Issued by **Yavapai Title Agency, Inc.**
123 N. Montezuma
Prescott, AZ 86301
(928) 445-2528

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

Issued through the office of:

Yavapai Title Agency, Inc.

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By **President**
Attest **Secretary**

Old Republic National Title Insurance Company – Issued by
Yavapai Title Agency, Inc.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Order No.: 08021640-CLA
Your No.: BLMjh\2
06/02/2017\2

1. Effective Date: **5/19/17 at 7:30 AM**
2. Policy or Policies to be issued: Amount
 - a. **ALTA Owners Policy (6/17/06) Extended Coverage** **\$To Come**
Proposed Insured:
To Come
 - b. **None** **\$0.00**
Proposed Insured:
 - c. **None** **\$0.00**
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **A FEE**
4. Title to the fee estate or interest in the land is at the Effective Date vested in:
The Yavapai Ranch Limited Partnership, an Arizona Limited Partnership (as to Section 9 – The Northeast quarter of the Northwest quarter; all of Section 13; Section 23 – Lots 1, 2 and 3) and The Yavapai Ranch Limited Partnership, an Arizona Limited Partnership, as to an undivided twenty-five percent (25%) interest and Northern Yavapai L.L.C., an Arizona Limited Liability Company, as to an undivided seventy-five percent (75%) interest (as to the remainder)
5. The land referred to in this Commitment is situated in the County of **Yavapai**, State of Arizona, and described as follows:
See Exhibit A attached hereto and made a part hereof



Authorized Signatory

Examined by: **Brenda Martinez**

Old Republic National Title Insurance Company – Issued by
Yavapai Title Agency, Inc.

Order No.: 08021640-CLA
Your No.: BLM\jh\2
06/02/2017\2

SCHEDULE A - continued

Exhibit A

PARCEL 1:

Township 19 North, Range 7 West:

All of Sections 1 and 3;

Section 5 – EXCEPT Lots 1 and 2;

All of Section 7;

Section 9 – EXCEPT the Northeast quarter of the Northwest quarter;

All of Sections 11 and 13;

Section 15 – EXCEPT the East half of the East half;

All of Section 17;

Section 19, Lots 1, 2, 3 and 4;

Section 21, Lots 1, 2, 3 and 4;

Section 23, Lots 1, 2 and 3.

PARCEL 2:

Township 20 North, Range 7 West:

All of Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29 and 31;

Section 33 – EXCEPT the Southwest quarter of the Southwest quarter;

All of Section 35.

Old Republic National Title Insurance Company – Issued by
Yavapai Title Agency, Inc.

Order No.: 08021640-CLA
Your No.: -BLM\jh\2
06/02/2017\2

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the Recorder of the County in which said property is located.

1. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
2. We find no open deeds of trust of record. Please provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
3. Furnish the name of the Proposed Insured. The right is reserved to make additional exceptions or requirements upon submission of the name of the proposed insured.
4. Record Deed from Vestee to Proposed Insured Owner.

NOTE:

THIS COMPANY has on file a copy of the Operating Agreement of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:

Limited Liability Company:	Yavapai Ranch Limited Partnership, an Arizona Limited Partnership
Person and designation	Yavapai Ranch Holdings LLC, an Arizona Limited Liability Company, its General Partner – Frederic L. Ruskin - Manager

TAX NOTE:

Year	2016
Parcel No.	301-04-001G-5
Total Tax	\$0

Year	2016
Parcel No.	301-06-001A-7
Total Tax	\$0

Year	2016
Parcel No.	301-06-001D-4
Total Tax	\$0

(Continued)

Old Republic National Title Insurance Company – Issued by
Yavapai Title Agency, Inc.

Order No.: 08021640-CLA
Your No.: BLM\jh\2
06/02/2017\2

SCHEDULE B – SECTION I – REQUIREMENTS - continued

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

NONE.

NOTE: These are the only conveyances of record since the property was platted. We do not chain behind the plat.

NOTE: The address of said land is purported to be: Vacant Land, , AZ

The Company assumes no liability as to the validity and/or accuracy of any such address. This information is provided solely for the convenience of, and at the request of the proposed insured lender herein.

Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

END OF SCHEDULE B – SECTION I

**Old Republic National Title Insurance Company – Issued by
Yavapai Title Agency, Inc.**

Order No.: 08021640-CLA
Your No.: -BLM\jh\2
06/02/2017\2

**SCHEDULE B – SECTION II
EXCEPTIONS**

Schedule B of the policy to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
1. Taxes and assessments collectible by the County Treasurer not yet due and payable for the following year:
- Year : 2017
2. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
3. Reservations of rights-of-way for railroad, station grounds, pipe lines and ditches in Deed from Atlantic and Pacific Railroad Company, recorded in Book 41 of Deeds, page 2.
4. Reservations of rights of way for railroad, station grounds, depots, public roads, highways and exceptions and provisions in Deed from Santa Fe Railroad Company, recorded in Book 145 of Deeds, pages 172-173.
5. Easements and rights incident thereto, as set forth in instrument:
- Recorded in Book : 194 of Deeds
Page : 42
Purpose : electric transmission line 125 feet in width
6. An easement as shown on instrument recorded in Book 23 of Official Records, page 450.
7. Easements and rights incident thereto, as set forth in instrument:
- Recorded in Book : 730 of Official Records
Page : 95
Recorded in Book : 730 of Official Records
Page : 96
Purpose : electric lines
8. Liabilities and obligations imposed by reason of Yavapai County Water Improvement District created in Book 4782 of Official Records, page 200.
9. Any terms and conditions, rules or restrictions imposed, upon the right of access to the land described in Schedule A, by the United States of America acting by and through the Forest Service, Department of Agriculture.
10. LACK OF A RIGHT OF ACCESS to and from said land.
11. The effect of Disposition of Hearing regarding PAD as recorded November 29, 2012 in Book 4921 of Official Records, page 758.

END OF SCHEDULE B – SECTION II

Yavapai Title Agency, Inc.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>. If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2006 ALTA Short Form Residential Loan Policy is ultimately issued, the arbitration provisions of the issued policy shall control.

Yavapai Title Agency, Inc.



OLD REPUBLIC TITLE

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Yavapai Title Agency, Inc.

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none">• Give us your contact information or show your driver's license• Show your government-issued ID or provide your mortgage information• Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none">• Sharing for affiliates' everyday business purposes - information about your creditworthiness• Affiliates from using your information to market to you• Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none">• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none">• <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none">• <i>Old Republic Title doesn't jointly market.</i>

Yavapai Title Agency, Inc.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

Yavapai Title Agency, Inc.

EXHIBIT B

AMERICAN LAND TITLE ASSOCIATION

OWNER'S POLICY OF TITLE INSURANCE - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

Yavapai Title Agency, Inc.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations.This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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therefore existing between the Atlantic & Pacific Railroad Company and the said E. B. Penner, made a deed of conveyance conveying large amounts of said land to the said E. B. Penner, which were situated in the State of Colorado and Territory of Arizona, and which were about 232,133.32 acres in the aggregate.

And whereas, there remains undiscovered of the lands conveyed to be conveyed by the said Railroad Company to the said Penner after the execution of said deed, about 23,130.76 acres.

And whereas, the Atlantic & Pacific Railroad Company and the various officers and agents, including the present owner, C. H. Smith, claim and have claimed the same and by the terms of said deed of conveyance as there was conveyed to the said E. B. Penner certain lands and interests in lands which should have been received from said company and which have been claimed by the officers of the Atlantic & Pacific Railroad Company.

And whereas an action is now pending in the District Court of the Territory of Arizona for the trial and hearing of the said company under the constitution and laws of the United States by the terms of the deed of the officers of the Atlantic & Pacific Railroad Company against the said E. B. Penner, and the said E. B. Penner, to quiet the title of the said company and to restore of the real estate which he had lost, as the receiver claimed, inadvertently or by mistake conveyed to the said E. B. Penner and by him to the said Robert Penner.

And whereas, the said E. B. Penner claims to have certain claims against the Atlantic & Pacific Railroad Company and the receiver, claiming as aforesaid, interests made between the Atlantic & Pacific Railroad Company and the said E. B. Penner as aforesaid.

And whereas, each and all of the parties hereto are desirous of saving money and favor settling the matters herein above set forth, and have entered into an agreement whereby the

compounded and persons satisfied and settled.

Now, Therefore, Know all Men by These Presents That the said father of the first part, in consideration of the several matters and things hereinbefore recited, and for the purpose of former settling, satisfying and adjusting all claims and demands heretofore existing between any of the father's heirs, do hereby grant, bargain, sell and convey unto said John Carrin and Robert Carrin all that real estate situated in the County of Yavapai and Territory of Arizona, described as follows.

In Township Seventeen <17> North, Range Six <6> West: All of Section Three <3>, Six hundred and forty <640> acres, all of Section Five <5>, Six hundred and forty <640> acres, all of Section Seven <7>, Six hundred and forty <640> acres, all of Section Nine <9> Six hundred and forty <640> acres, all of Section Eleven <11>, Six hundred and forty <640> acres, all of Section Thirteen <13>, Six hundred and forty <640> acres, all of Section Fifteen <15>, Six hundred and forty <640> acres, all of Section Seventeen <17>, Six hundred and forty <640> acres, all of Section Nineteen <19>, Six hundred and forty <640> acres, all of Section Twenty-one <21> Six hundred and forty <640> acres all of Section Twenty-three <23> Six hundred and forty <640> acres, all of Section Twenty-five <25>, Six hundred and forty <640> acres, all of Section Twenty-seven <27>, Six hundred and forty <640> acres and all of Section Twenty-nine <29>, Six hundred and forty <640> acres

In Township Eighteen <18> North, Range Six <6> West:

All of Section Three <3>, Six hundred and forty <640> acres, all of Section Five <5>, Six hundred and forty <640> acres, all of Section Seven <7>, Six hundred and forty <640> acres, all of Section Nine <9> Six hundred and forty <640> acres, all of Section Eleven <11>, Six hundred and forty <640> acres, all of Section Thirteen <13>, Six hundred and forty <640> acres, all of Section Fifteen <15>, Six hundred and forty <640> acres, all of Section Seventeen <17>, Six hundred and forty <640> acres, all of Section Nineteen <19>, Six hundred and forty <640> acres, all of Section Twenty-one <21>, Six hundred and forty <640> acres, all of Section Twenty-three <23>, Six hundred and forty <640> acres

South half, South-east quarter of the North-west quarter
and South-west quarter of the South-east quarter of
Section Twenty-seven 27, Four hundred and 400 acres,
all of Section Twenty-nine 29, Six hundred and forty
640 acres, all of Section Thirty one 31, Six hundred and
forty ⁴⁰⁰ acres, all of Section Thirty-three 33, Six hundred and
forty 640 acres, and all of Section Thirty-five 35, Six
hundred and forty 640 acres.

In Township Nineteen 19 North, Range Six 6
West

All of Section Nineteen 19, Six hundred and
forty 640 acres, all of Section Twenty-one 21, Six
hundred and forty 640 acres, all of Section Twenty-three 23,
Six hundred and forty 640 acres.

In Township Twenty-one 21 North, Range
Seven 7 West

All that portion of the East half of the East half
of Section One 1, not included in the Gage Grant, One
Hundred and Sixty 160 acres, and that portion of the East
half of the East half of Section Thirteen 13, not
included in the Gage Grant, One hundred and sixty
160 acres.

In Township Eighteen 18 North, Range
Seven 7 West

All that portion of the East half of the East
half of Section One 1, not included in the Gage
Grant, One Hundred and Sixty 160 acres, and also
portion of the East half of the East half of Section
Thirteen 13, not included in the Gage Grant, One
Hundred and Sixty 160 acres, and all that portion
of the East half of the East half of Section Twenty-five
25, not included in the Gage Grant, One hundred
and sixty 160 acres.

In Township Nineteen 19 North, Range Seven
7 West all of Section Five 5, Six hundred and
forty 640 acres, all of Section Seven 7, Six hundred
and forty ⁴⁰⁰ acres, all of Section Nine 9, Six hundred and
forty 640 acres, all of Section Eleven 11, Six hundred and
forty 640 acres, all of Section Thirteen 13, Six hundred and
forty 640 acres, all of Section Fifteen 15, Six hundred and
forty 640 acres, all of Section Seventeen 17, Six hundred and

sixty <60> acres, all that portion outside of the Pasa Grant of Section Nineteen <19>, One hundred and sixty <160> acres, all that portion outside of the Pasa Grant of Section Twenty-one <21>, One hundred and sixty <160> acres, all that portion outside of the Pasa Grant of Section Twenty-three <23>, One hundred and sixty <160> acres, all that portion outside of the Pasa Grant of Section Twenty-five <25>, One hundred and twenty <120> acres.

In Township <19> North, Range Eight <8> West:

All of Section One <1>, Six hundred and forty <640> acres, all of Section Three <3>, Six hundred and forty <640> acres, all of Section Five <5>, Six hundred and forty <640> acres, all of Section Seven <7>, Six hundred and forty <640> acres, all of Section Nine <9>, Six hundred and forty <640> acres, all of Section Eleven <11>, Six hundred and forty <640> acres, all of Section Thirteen <13>, Six hundred and forty <640> acres, all of Section Fifteen <15>, Six hundred and forty <640> acres, all of Section Seventeen <17>, Six hundred and forty <640> acres, all that part of Section Nineteen <19> not included in the Pasa Grant, One hundred and sixty <160> acres, all that part of Section Twenty-one <21> not included in the Pasa Grant, One hundred and sixty <160> acres, all that part of Section Twenty-three <23> not included in the Pasa Grant, One hundred and sixty <160> acres, all that part of Section Twenty-five <25> not included in the Pasa Grant, One hundred and sixty <160> acres.

In Township Twenty <20> North, Range Eight <8> West.

The South half of Section Thirteen <13>, Three hundred and thirty eight and sixteenths <338.95> acres, and the South half of Section Thirteen <13>, Three hundred and thirty <330> acres.

In Township Seventeen <17> North, Range Nine <9> West.

All that portion of the West half of Section One <1> outside of the Pasa Grant, One hundred and sixty <160> acres, all of Section Three <3>, Six hundred and forty <640> acres, all of Section Five <5>, Six hundred and forty <640> acres, all of Section Seven <7>, Six hundred and forty <640> acres, all of Section Nine <9>, Six hundred and forty <640> acres, all of Section Eleven <11>, Six hundred and forty <640> acres.

2000

In Township Eighteen $\times 18$ North, Range Nine
 $\times 9$ West:

All of Section Nineteen $\times 19$, Six hundred and
forty $\times 640$ acres, all of Section Twenty, one $\times 21$, Six
hundred and forty $\times 640$ acres, all of Section Twenty-two
23 Six hundred and forty $\times 640$ acres, all that portion of
the West half of the West half of Section Twenty-four $\times 24$
outside of the Boca Grant, one hundred and thirteen and
eighty eight one-hundredths $\times 113.88$ acres, all of Section
Twenty-five $\times 25$, Six hundred and forty $\times 640$ acres
all of Section Twenty-nine $\times 29$ Six hundred and forty $\times 640$
acres, all of Section Thirty-one $\times 31$, Six hundred and forty $\times 640$
acres all of Section Thirty-two $\times 32$ Six hundred and forty
 $\times 640$ acres, and all of Section Thirty-four $\times 34$, Six hundred
and forty $\times 640$ acres

In Township Nineteen $\times 19$ North, Range Nine
 $\times 9$ West

The East half of Section One $\times 1$ Three hundred
and twenty $\times 320$ acres, and the West half of Section
Thirteen $\times 13$ Three hundred and twenty $\times 320$ acres.

The foregoing lands lie North and West of the
Gila and Salt River Canal, Boca River and Mexican
and Southern, as estimated Thirty nine thousand, six
hundred and sixty-seven and eighty six hundredths
 $\times 39,667.86$ acres. A portion of the above described lands lie
within the preliminary limits of the Grant to the Atlantic &
Pacific Railroad Company, and, also, a portion of the above
described lands are unincorporated, each of the unincorporated
Sections is estimated to contain Six hundred and forty $\times 640$
acres.

also all that certain real estate situated at Holloman,
Arizona, Territory, and which is now occupied by the manager
of the Boca Castle Camp, and which is described as
follows to wit:

Beginning at the corner between Section Twenty,
eight $\times 8$, Twenty-Nine $\times 29$, Thirty-two $\times 32$ and Thirty
three $\times 33$, in Township Twenty-two $\times 22$ North, Range Two, $\times 2$
East of the Gila and Salt River Mexican and mining Railway

the line between Sections Twenty-eight <28> and Twenty-nine <29>
for a distance of two hundred and seventy <270> feet, to a point
where the line between Sections Twenty-eight <28> and Twenty-nine
<29> intersects the North boundary line of the Atlantic &
Pacific Railroad Company Station Ground at Williams,
Oregon; thence South, sixty-seven degrees and thirty
minutes West, along said North boundary line of said
Station Grounds, for a distance of seven hundred and
twenty-five <725> feet to a point where the North boundary
line of said Station Grounds, intersects the line between Sections
Twenty-nine <29> and Twenty-two, <22> thence South along the
line between Sections Twenty-nine <29> and thirty-two
<32> for a distance of six hundred and seventy-five
<675> feet, to the point of beginning. Containing Two and
fifteen one hundredths <2 15/100> acres.

Resolving, however, to the said Atlantic and Pacific
Railroad Company all that portion of the land herein
described <of there be any such> which lies within lanes
herein parallel with and one hundred feet in width on
each side of the center line of its railroad, as now
conducted, or hereafter to be conducted, and any greater
width where necessary permanently to include all cuts,
embankments and ditches, and other works necessary to
secure and protect the main line of said railroad, and
also reserving the station grounds, if any there be, within
the above described lands, except that portion herein described and
conveyed at the town of Williams, Oregon. Also reserving
the right of way for a pipe line or lines twenty-five
feet in width; also the right of way, to an or in ditch
or ditches six feet in width and any greater width where
necessary to permanently include all cuts, fills and embankments
and other works necessary to secure and protect said
pipe and ditch lines constructed, or to be constructed, for the
purpose of conveying water for the use or uses of said
Atlantic and Pacific Railroad from any spring, creek or river
or from any well or reservoir or other source of water supply which
it has now or may hereafter construct or acquire.

To have and to hold the said premises, with the
appurtenances unto the said A.B. Pomeroy and Robert Perry

their heirs and assigns forever.

In consideration of the above and foregoing recitals and agreements on the part of the first parties, the parties of the second part hereby do hereby sell, assign, bargain and convey to E. H. Smith, as Receiver of the Atlantic and Pacific Railroad Company and its property, in trust for the benefit of whomsoever may purchase the said Railroad and its property hereafter at the same clause sale to be had under decree of foreclosure made in the District Court of the Second Federal District of the Territory of New Mexico, and the District Court of the Fourth Federal District of the Territory of Arizona, all the following described real estate situated in the County of Coconino and Territory of Arizona, described as follows, to wit:

In Township Twenty, 20 North, Range Seven West:

All of Section Nineteen 19, Six hundred and twenty-seven and twenty one hundredths 627.20 acres, all of Section Twenty-one 21, Six hundred and forty 640 acres, all of Section Twenty-nine 29, Six hundred and 2 forty 640 acres, the North half of Section Thirty-one 31, Three hundred and fourteen and thirty-seven one hundredths 314.37 acres and the North half of Section Thirty-three 33 Three hundred and seventy 370 acres.

In Township Twenty, 20 North, Range Eight West:

All of Section Twenty-three 23, Six hundred and forty 640 acres, all of Section Twenty-five 25, Six hundred and forty 640 acres, all of Section Twenty-seven 27, Six hundred and forty 640 acres, and all of Section Thirty-five 35, Six hundred and forty 640 acres.

The above described lands lie North and South of the Gila and Salt River Principal Pass Lane and Meridian and contain Five thousand, one hundred and fifty-seven one hundredths 5,101.57 acres.

Also, that portion of real estate described as follows, to wit: Beginning at the center of Section Thirty-three 33 in Township Twenty-two 22 North in Range Two 2 East of the Gila and Salt River Meridian, and running East one thousand 1,000 feet; thence South Two thousand 2,000 feet;

thence West one thousand six hundred & 1,600 feet; thence North Two thousand & 2,000 feet; thence East Six hundred & 600 feet to the point of beginning, containing Seventy-two and forty-six one-hundredths <72.46> acres, together with all necessary right of way for the purpose of access to the same for the purpose of survey of pipes running from any points on the land last above described to such point at the station at Williams as the said C. H. Smith, Receiver of the Atlantic & Pacific Railroad Company and its prospects, or his successor or successors may at any time desire.


Also the North-east quarter of Section Thirt <3> Township, Twenty-one <21> North, Range one <1> East, Gila and Salt River Base Line and Meridian, containing One hundred and seventy and sixty-one one-hundredths <170.61> acres, and all the right and title the fraction of the second part here to the S.E. 1/4 of Section 34 in Township 22 North, Range one <1> East, Gila and Salt River Principal Base Line and Meridian on which a portion of Super Fund is located.

As to all the surplus water not used by the fraction of the second part for domestic or stock purposes in the spring known as the "Garland Spring" in Section 33, Township 21 North, Range 1 East, and in the wells known as "Cris Hall" in Section 35, Township North, Range 3 East of the Gila and Salt River Principal Base Line and Meridian.

To have and to hold the said premises, with the appurtenances, unto the said C. H. Smith as and Receiver, his successors and assigns forever.

It is mutually agreed that and all the parties hereto that upon the execution and delivery of these presents in quadruplicate, each quadruplicate having the same force and effect as the original, all matters of difference between any of the parties hereto shall be and become fully settled, satisfied and ended, and that the action commenced and pending in the District Court of the Forest Federal District in the Territory of Arizona, in the name of said Receiver as aforesaid, shall be dismissed with prejudice, each party paying the cost made by such party in said action.

In Testimony Whereof, The parties hereto have made and executed this agreement in grandeur and signed the same the day and year first above written.

 Atlantic & Pacific Railroad Company
 By Alden F. Walker.
 President.
 Attest.
 H. H. Gardner.
 Secretary.

C. H. Smith

Receiver of the property of
the Atlantic & Pacific Railroad
Company.

E. P. Carr
 Lilo M. Carr
 Robert Carr

State of New York

City & County of New York Sd.

Be it remembered that on the fifteenth day of October A. D. 1896. before me, the undersigned, a Notary Public, in and for said County and State residing in the City of Brooklyn, New York, came the Atlantic and Pacific Railroad Company by Alden F. Walker its President, and H. H. Gardner its Secretary who are to me well and personally known as the same persons whose names are subscribed to the foregoing instrument, and they duly acknowledge that they signed sealed as I executed the said instrument of writing as their free and voluntary act, and as free a & voluntary act of the said Railroad Company, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and fixed my official seal this 15th day of October A. D. 1896.



Carr.

Notary Public.

Kings County N. Y.
 Certificate filed in No. 11
 York County.

M, 1000 new case before March 30, 1898.

SANTA FE PACIFIC R. R. CO.

Deed File No. 2563

Return to ASST. SECRETARY TOPEKA, KANSAS

Form 1728 ARIZONA.

APPROVED BY GENERAL SOLICITOR.

THIS INSTRUMENT, Made this nineteenth day of February one thousand, nine hundred and twenty, by and between the SANTA FE PACIFIC RAILROAD COMPANY, a corporation, duly incorporated by Act of Congress approved March 3, 1897, party of the first part, and hereinafter designated the first party, and ESTATE OF J. J. RISHOP of the County of State of party of the second part, and hereinafter designated the second party first

WITNESSETH, That the said party for and in consideration of the sum of Three thousand, eight hundred fifty-six and 08/100 Dollars, to it in hand paid by the second party, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey, subject to the reservations and conditions hereinafter contained, unto the said second party, its successors heirs and assigns, that certain real property situated in the County of Yavapai and State of Arizona, and more particularly described as follows, to wit:

SALA AND SALT RIVER MERIDIAN - ARIZONA.

Township nineteen North of Range seven East:

Section one, containing six hundred forty-five and twenty-four hundredths acres, section three, containing six hundred forty-five and forty-eight hundredths acres, section eleven, containing six hundred forty acres, and section thirteen, containing six hundred forty acres.

Containing in the aggregate two thousand, five hundred seventy and seventy-two hundredths acres, reserving and excepting, however, from the said real property above described, and from the operation of this deed, any portion or portions of the said property above described, if any such there be, which are situated within two lines drawn parallel to and distant from each other two hundred feet, and each distant one hundred feet from the center line of the railroad of The Atchison, Topeka and Santa Fe Railway Company, as now constructed, and including in addition thereto all existing grounds now used for stations, workshops, depots, machine shops, switches, side-tracks, turn-tables, or water stations; also reserving and excepting any portion or portions of such property as are now used, occupied or enjoyed by The Atchison, Topeka and Santa Fe Railway Company for other railroad purpose or purposes incidental thereto, or in any manner or degree devoted to such purposes; and excepting and reserving also such portions of said real property as may have been appropriated or dedicated or otherwise acquired for public roads and highways, or other public uses.

In the event that the first party, or its successors or assigns, or The Atchison, Topeka and Santa Fe Railway Company or its successors or assigns, may at any time hereafter, decide to construct

electric wire lines, oil or water pipe lines, roadways, ditches, flumes or aqueducts, or cooperate on said premises gravel and ballast pits and quarries and take material therefrom for railroad purposes, the right of way for any such tracks, telegraph, telephone and other electric wire lines, pipe lines, roadways, ditches, flumes and aqueducts, of sufficient width for the proper protection, maintenance and operation thereof, and the land necessary and convenient for the operation of such gravel and ballast pits and quarries and the taking of material therefrom for railroad purposes, may be appropriated by said Company desiring to construct such tracks, wire lines, pipe lines, roadways, ditches, flumes or aqueducts, or to operate such gravel and ballast pits and quarries, upon such Company paying or offering to pay to the second party, his, her, their or its respective personal representative, heirs, successors or assigns, a fixed price per acre for the land so appropriated, which price shall be equal to the average price paid for all the land above described, together with the value of all buildings and permanent improvements constructed upon the land so appropriated; and the second party, his, her, their or its respective personal representative, heirs, successors or assigns, will convey to such Company such appropriated right of way upon demand and tender of payment as aforesaid.

TO HAVE AND TO HOLD the said real property above described, and its appurtenances unto the said second party, its successors heirs and assigns forever, subject always, however, to the reservations, exceptions, covenants and conditions above contained and hereinafter set forth.

And the said first party doth hereby covenant with the said second party, its successors heirs and assigns, that it is lawfully seized of the aforesaid real property, and that the same is free and clear of all incumbrances whatsoever, and that it will forever warrant and defend the title to the said real property unto the said second party, its successors heirs and assigns, against all persons lawfully claiming or to claim the same, except taxes that may have been levied since January 2, 1917, provided, however, that it is expressly understood and agreed between the parties hereto that in case the title to any of such land intended hereby to be conveyed should fail, or the second party should be evicted therefrom, or from any portion thereof, by any person or persons holding title paramount to the title so intended hereby to be conveyed, that then and in such event, the measure of damages on account thereof, as well as for the breach of any covenant of warranty contained in this deed, whether expressed or implied, shall be such sum, and no more, as will be produced by multiplying the number of acres to which such title shall have failed by the average price per acre paid by the second party to the first party for the whole of said real property; and in no event shall the amount of damages which the second party shall be entitled to receive or recover from the first party, on account of any breach or breaches in the covenant or covenants contained in this deed, whether expressed or implied, exceed the said amount above expressed as the consideration hereof, to wit, the sum of Three thousand, eight hundred fifty-six and 08/100 Dollars, and interest on such amount from the date of the payment thereof at the rate of six per cent per annum.

IN WITNESS WHEREOF, the said SANTA FE PACIFIC RAILROAD COMPANY, the first party has caused this deed to be signed by its President, and attested by its Assistant Secretary, and its seal to be duly affixed, the day and year first above written.

(COMPANY SEAL)

SANTA FE PACIFIC RAILROAD COMPANY,

By W. B. Story, President.

ATTEST:

E. L. Copeland

Assistant Secretary.

(U.S. I. T. STPS. \$4.00
S. F. P. 2 R Co 0/2/20)

STATE OF ILLINOIS,)
County of Cook,) ss.

J. B. STURDY

This instrument was acknowledged before me this 25th day of May, 1920, by ~~XXXXXXXXXX~~, as the President of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation.

(NOTARIAL SEAL)

Malcom W. Willard

My commission expires October 4, 1922.

Notary Public.

STATE OF KANSAS,)
County of Shawnee,) ss.

E. L. Copeland,

This instrument was acknowledged before me, this 1st day of June, 1920, by ~~XXXXXXXXXX~~, as the Assistant Secretary of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation.

(NOTARIAL SEAL)

Geo. B. Holmes

My commission expires January 18th, 1923.

Notary Public.

Filed and Recorded at request of Arizona Livestock Co. Jan 27, A. D. 1928, at 4:30 o'clock P. M., Book 185 of Deeds, Pages 173-175, Records of Yavapai County, Arizona.

(SEAL)

GRACE CHAPMAN,
County Recorder.

[Signature]
Deputy Recorder.

... 3 beginning at a point on the Northern boundary line of Section Eleven (11), Township Fifteen (15) North, Range Seven (7) West of the O. & S. R. U. from which the Northwest (NW) corner of said Section Eleven (11) bears North 88° 35' East a distance of Two Thousand Nine Hundred Eighteen (2918) feet more or less; and running thence South 31° 39' East a distance of Four Thousand Four Hundred Thirty One (4431) feet more or less, to a point on the Eastern boundary line of said Section Eleven (11) from which the Southeast (SE) corner of said Section Eleven (11) bears North 0° 32' East a distance of One Thousand Four Hundred Seven (1407) feet more or less.

Also beginning at a point on the Northern boundary line of Section Thirteen (13), Township Fifteen (15) North, Range Seven (7) West of the O. & S. R. U. from which the Northwest (NW) corner of said Section Thirteen (13) bears North 88° 35' East a distance of Eight Hundred Fifty (850) feet more or less; and running thence South 31° 39' East a distance of Four Thousand Forty Two (4042) feet more or less, to a point on the Southern boundary line of said Section Thirteen (13) from which the Southeast (SE) corner of said Section Thirteen (13) bears North 96° 52' East a distance of One Thousand Five Hundred Ninety Seven (1597) feet more or less.

2. Said transmission line, every part thereof, shall, as it crosses Vendor's land, be confined to lands within 600 feet of either side of the hereinabove described center line, except that the United States shall have the right and privilege of poles and maintaining guys and anchors at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control, use said transmission line and to remove obstructions interfering therewith, and the right to permit the attachment of lines of others. Vendor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, and shall be determined. The United States shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, oil and gas pipelines, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of One Thousand Thirty Seven & 60/100 Dollars (\$1,037.60); provided, however, that it is understood and agreed that damages to trees, seedlings, vines and crops of whatsoever nature, caused by construction of said transmission line, shall be compensated for separately on the basis of an appraisal to be made by the Bureau of Reclamation at the time said damages occur.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(USA Stamp) \$1.65 canceled MS 11/7/49 R/H

THE UNITED STATES OF AMERICA
By S. A. McWilliams:
Project Engineer

Hattie Springfield
Hattie Springfield

State of Arizona) SS.
County of Yavapai)

This instrument was acknowledged before me this 7 day of Nov, Nineteen Hundred & Forty Nine (1949) by Hattie Springfield, a widow.

F. C. Bauer
Notary Public

(My Commission Expires 1/10/53.)

(NOTARIAL SEAL)

Filed and recorded at request of Bureau of Reclamation June 19 A. D. 1950 at 9:00 o'clock A. M., Book 194 of Deeds, Pages 41-42, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By S. A. McWilliams
Deputy Recorder.

(SEAL)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Contract and Grant of Easement

CONTRACT SYMBOL & NO.
1612-1664

THIS CONTRACT, made this 13th day of June, 1949, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 255) and acts amendatory thereof or supplementary thereto, and particularly pursuant to the Act of Congress approved August 30, 1935 (49 Stat., 1022, 1023), between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, and CORDEN LITESTOCK COMPANY, a corporation hereinafter collectively referred to as Vendor:

WITNESSETH: The following grant and the following mutual covenants by and between the parties:

1. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line, with all towers, crossarms, cables, wires, guys, supports, fixtures and devices, used or useful in the operation of said line, through, over and across the following described land situated in the County of Yavapai, State of Arizona to wit:

The North half of Section Seven (7), all of Sections Five (5), Nine (9), the South half of Section Three (3), the South half of Section One (1), Township Fifteen (15) North, Range Seven (7) West of the Gila and Salt River Meridian.

All of Section Seven (7), the South half of Section Five (5), the North half of Section Nine (9), all of Section Eleven (11), the Northeast Quarter of the Northeast Quarter (NE 1/4) of Section Thirteen (13), Township Fifteen (15) North, Range Six (6) West of the Gila and Salt River Meridian.

The Southwest Quarter (SW 1/4) of Section Seven (7), the Southwest Quarter (SW 1/4) of Section Seventeen (17), all of Section Twenty-one (21), the Southwest Quarter (SW 1/4) of Section Twenty-three (23), Township Fifteen (15) North, Range Five (5) West of the Gila and Salt River Meridian.

The center line of the route of said lines of towers and wires to be erected across said lands shall be as follows: Beginning at a point on the Western boundary line of Section Seven (7) Township Fifteen (15) North, Range Seven (7) West of the O. & S. R. U. from which the Northwest (NW) corner of said Section Seven (7) bears North 0° 02' East a distance of Two Hundred Twenty Two (222) feet more or less; and running thence North 88° 35' East a distance of Five Thousand Two Hundred Eight (5208) feet more or less, to a point on the Eastern boundary line of said Section Seven (7) from which the Northeast (NE) corner of said Section Seven (7) bears North 0° 03' East a distance of One Hundred Two (102) feet more or less.

Also beginning at a point on the Southern boundary line of Section Five (5) Township Fifteen (15) North, Range Seven (7) West of the O. & S. R. U. from which the Southeast (SE) corner of said Section Five (5) bears North 69° 55' East a distance of Eight Hundred Fifty Five (855) feet more or less; and running thence

North 88° 36' East a distance of Eight Hundred Fifty Five (855) feet more or less, to a point on the Easterly boundary line of said Section Five (5) from which the Southwest (SW) corner of said Section Five (5) bears South 0° 11' East a distance of Twenty (20) feet more or less.

ALSO the South edge of said transmission line right-of-way enters Section Nine (9) Township Nineteen (19) North, Range Seven (7) West of the G. & S. R. N. at a point on the Westerly boundary line of said Section Nine (9) from which the Northwest (NW) corner of said Section Nine (9) bears North 0° 11' East a distance of Forty Three (43) feet more or less, and runs thence North 89° 35' East a distance of One Thousand Seven Hundred Ninety Six (1796) feet more or less, to a point on the Northerly boundary line of said Section Nine (9) from which the Northeast (NE) corner of said Section Nine (9) bears North 89° 57' East a distance of Three Thousand Three Hundred Eighty Seven (3387) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Three (3) Township Nineteen (19) North, Range Seven (7) West of the G. & S. R. N. from which the Southwest (SW) corner of said Section Three (3) bears South 0° 02' East a distance of One Hundred Forty Four (144) feet more or less; and running thence North 88° 35' East a distance of Five Thousand Three Hundred Eighty One (5381) feet more or less, to a point on the Westerly boundary line of said Section Three (3) from which the Southwest (SW) corner of said Section Three (3) bears South 0° 08' East a distance of Two Hundred Sixty Four (264) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section One (1) Township Nineteen (19) North, Range Seven (7) West of the G. & S. R. N. from which the Southwest (SW) corner of said Section One (1) bears South 0° 10' East a distance of Three Hundred Eighty Eight (388) feet more or less; and running thence North 88° 35' East a distance of Two Thousand Two Hundred Fifty Five (2255) feet more or less; thence North 88° 20' East a distance of Nine Thousand Eight Hundred Sixty Seven (9867) feet more or less, to a point on the Easterly boundary line of Section Seven (7) Township Nineteen (19) North, Range Six (6) West of the G. & S. R. N. from which the Northeast (NE) corner of said Section Seven (7) bears North 0° 03' West a distance of Two Hundred Nine (209) feet more or less.

ALSO the Northerly edge of said Transmission Line right-of-way enters Section Five (5), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. N. at a point on the Southerly boundary line of said Section Five (5) from which the South Quarter (SQ) corner of said Section Five (5) bears North 89° 42' East a distance of One Hundred Fifty Eight (158) feet more or less; and runs thence North 88° 20' East a distance of Three Hundred Twenty Four (324) feet more or less; and runs thence South 80° 52' East a distance of One Hundred Fifteen (115) feet more or less, to a point on the Southerly boundary line of said Section Five (5) from which the South Quarter (SQ) corner of said Section Five (5) bears South 89° 42' West a distance of Two Hundred Eighty (280) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Nine (9) Township Nineteen (19) North, Range Six (6) West of the G. & S. R. N. from which the Northwest (NW) corner of said Section Nine (9) bears North 0° 02' West a distance of Four Hundred Fifty Nine (459) feet more or less; and running thence North 80° 52' East a distance of Five Thousand Three Hundred Sixty (5360) feet more or less, to a point on the Easterly boundary line of said Section Nine (9) from which the Northeast (NE) corner of said Section Nine (9) bears North 0° 02' West a distance of One Thousand Three Hundred Twenty Seven (1327) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Eleven (11) Township Nineteen (19) North, Range Six (6) West of the G. & S. R. N. from which the West Quarter (WQ) corner of said Section Eleven (11) bears South 0° 01' East a distance of Two Hundred Ninety Six (296) feet more or less; and running thence South 74° 04' East a distance of Five Thousand Four Hundred Seventy Four (5474) feet more or less, to a point on the Easterly boundary line of said Section Eleven (11) from which the East Quarter (EQ) corner of said Section Eleven (11) bears North 0° 17' East a distance of One Thousand Two Hundred Thirty Three (1233) feet more or less.

ALSO beginning at a point on the Northerly boundary line of Section Thirteen (13) Township Nineteen (19) North, Range Six (6) West of the G. & S. R. N. from which the Northeast (NE) corner of said Section Thirteen (13) bears North 88° 45' East a distance of Three Hundred Ten (310) feet more or less; and running thence South 74° 04' East a distance of Five Hundred Thirty Seven (537) feet more or less, to a point on the Southerly boundary line of Section Seven (7) Township Nineteen (19) North, Range Five (5) West of the G. & S. R. N. from which the Southwest (SW) corner of said Section Seven (7) bears South 88° 53' West a distance of Two Hundred Eight (208) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Seventeen (17) Township Nineteen (19) North, Range Five (5) West of the G. & S. R. N. from which the East Quarter (EQ) corner of said Section Seventeen (17) bears North 0° 10' West a distance of Six Hundred Seventy Five (675) feet more or less; and running thence South 51° 55' East a distance of Three Thousand One Hundred Ninety One (3191) feet more or less, to a point on the Southerly boundary line of said Section Seventeen (17) from which the East Quarter (EQ) corner of said Section Seventeen (17) bears North 89° 45' East a distance of One Hundred Thirty Four (134) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Twenty-one (21) Township Nineteen (19) North, Range Five (5) West of the G. & S. R. N. from which the West Quarter (WQ) corner of said Section Twenty-one (21) bears South 0° 08' East a distance of Four Hundred Sixty Eight (468) feet more or less; and running thence South 51° 55' East a distance of One Thousand Twenty Six (1026) feet more or less, and running thence South 35° 36' East Three Thousand Forty Three (3043) feet more or less, to a point on the Southerly boundary line of Section Twenty-one (21) from which the South Quarter (SQ) corner of said Section Twenty-one (21) bears North 89° 57' East a distance of Seventy Four (74) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Twenty-seven (27) Township Nineteen (19) North, Range Five (5) West of the G. & S. R. N. from which the Southwest (SW) corner of said Section Twenty-seven (27) bears South 0° 07' West a distance of One Thousand Four Hundred Eighty Two (1482) feet more or less; and running thence South 35° 36' East a distance of One Thousand Eight Hundred Forty Six (1846) feet more or less, to a point on the Southerly boundary line of said Section Twenty-seven (27) from which the Southwest (SW) corner of said Section Twenty-seven (27) bears North 89° 42' East a distance of One Thousand Eighty (1080) feet more or less.

2. Said transmission line and every part thereof shall, where it crosses vendor's land, be confined to lands within 66 feet of either side of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

3. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line and to remove objects interfering therewith, and the right to permit the attachment of wires of others. Under reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease and determine. The United States shall use due care in the construction and maintenance of said transmission line.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, oil and gas pipelines, canals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of Two Thousand Four Hundred Forty Five & 40/100 Dollars (\$2,445.40); provided, however, that it is understood and agreed that damages to trees, seedlings, vines and crops of whatsoever nature, caused by construction of said transmission line, shall be compensated for separately on the basis of an appraisal to be made by the Bureau of Reclamation at the time said damages occur.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(USIR Stamps 22.75 canceled
C L Co 6/13/48 R/r)

MAY 29 1950

THE UNITED STATES OF AMERICA
By S. A. McWilliams
Project Engineer
CONLEY LIVESTOCK COMPANY,
a corporation
By E. Ray Conden
By C. A. Clements

STATE OF ARIZONA } SS
County of Maricopa

On this 15th day of June, in the year 1949, before me, Toy H. Huddleston, a Notary Public in and for the County and State aforesaid, personally appeared E. Ray Conden and C. A. Clements known to me to be the President and Secretary of the corporation that executed the within instrument, and to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Toy H. Huddleston
Notary Public.

(NOTARIAL SEAL)

My Commission Expires: January 7, 1950.

Filed and recorded at request of Bureau of Reclamation June 18 A. D. 1950 at 3:00 o'clock A. M. Book 194 of Deeds Pages 42-44, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By Grace Chapman
County Recorder.

(SEAL)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That GRENOLLYN E. BARKER DIMITROFF and C. E. B. WILLIAMS, as Trustees for MARK KATHERINE BARKER, a minor, of the County of Yavapai, State of Arizona, grantors, for and in consideration of the sum of Ten (\$10.00) Dollars to them in hand paid by FRANCIS EMMERSON and SARAH E. EMMERSON, his wife, of the same place, grantees, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said grantees, all that certain premises situate in Yavapai County, Arizona, and described as follows, to-wit:

A tract of land approximately 1,000 feet long and 500 feet wide, and being the East 557 feet of the Bell No. 2 Pacer Mining Claim, and the West 345 feet of the Jidney No. 2 Pacer Mining Claim, in the Big Bug Mining District, all lying south of the rail-road on the said claims; the U. S. Patent of said claims being of record in the Office of the County Recorder of Yavapai County, Arizona, in Book 47 of Deeds, at Page 437 thereof, and said tract being more particularly described as follows:

Beginning at a point marked on the Northwest side of N. 2, No. 2 and being Corner No. 2 of said Bell No. 2 Pacer Claim, said point is also marked on the Northeast side of Jidney No. 2, No. 2, and is also Corner No. 3 of the said Jidney No. 2 Pacer Claim, both of which claims were patented under U. S. Survey or Lot no. 1233; thence Southerly along the Southerly line of said Jidney No. 2 Pacer Claim a distance of 345 feet to a point; thence Southerly at right angles to the last mentioned line to the right-of-way of the P. & E. R. R.; thence Westerly along the line of said right-of-way a distance of 1,000 feet, more or less, to a corner; thence Southerly to a corner in the Southerly boundary line of said Bell No. 2 Pacer Claim, and at right angles to same a distance of 557 feet from point of beginning; thence Easterly along said Southerly boundary line of said Bell No. 2 Pacer Claim, a distance of 557 feet to place of beginning.

Also the whole of the Unpatented Pacer Mining Claim, the "Right", in said Big Bug Mining District, State and County aforesaid, the Notice of Location of which is of record in the Office of said County Recorder, in Book 58 of Mines at Page 343 thereof, and the Amended Notice of Location thereof is of record in said Office in Book 64 of Mines, at Page 500 thereof.

Together with all buildings and improvements situated upon the above described and herein conveyed mining property and premises.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said grantees, unto their heirs and assigns forever.

And we do hereby bind ourselves and our heirs, executors, administrators to warrant and forever defend, all and singular, the said premises unto the said grantees, unto their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 12th day of June, 1950.

Grenollyn E. Barker Dimitroff
C. E. B. Williams

STATE OF ARIZONA } SS
County of Yavapai

Before me, the undersigned Notary Public, on this day personally appeared GRENOLLYN E. BARKER DIMITROFF and C. E. B. WILLIAMS, known to me to be the persons whose names are subscribed to the foregoing Warranty Deed, and who acknowledged to me that they are trustees for MARK KATHERINE BARKER, a minor, and that they executed the foregoing Warranty Deed for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 12th day of June, 1950.

My Commission Expires: May 31st, 1952. (NOTARIAL SEAL)

Charles C. Stammer
Notary Public.

Filed and recorded at request of Francis E. Emerson June 14 A. D. 1950 at 10:00 o'clock A. M. Book 194 of Deeds Page 44, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By Grace Chapman
County Recorder.

(SEAL)

DAGED

Contract and Grant of Insurance

hereinafter collectively referred to as Vendor:

32092

1. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain an electric transmission line access road, with all culverts, bridges, livestock guards, gates, fences, signs, and devices, use or useful in the operation of said road, through, over and across the following described land situated in the County of Idaho, State of Idaho

The North Half (28) of Section Seven (7), all of Section Nine (9), the South Half (24) of Section One (1), Township Nineteen (19) North, Range Seven (7) West; all of Section Seven (7), the South Half (24) of Section Four (4), the North Half (28) of Section Five (5), the North Half (28) of Section Nine (9), all of Section Eleven (11), Township Nineteen (19) North, Range Six (6) East, the Southwest Quarter of the Southwest Quarter (1/16) of Section Seven (7), the Southwest Quarter (24) of Section Seventeen (17), all of Section Twenty (20), the Southwest Quarter (24) of Section Twenty Seven (27), Township Nineteen (19) North, Range Nine (9) West; all of Section Seven (7), Township Nineteen (19) North,

The said transmission line above right and every part thereof where 25 crosses said land shall be located within the area described as follows:

Beginning at a point in the westerly boundary line of Section Seven (7), Township Nineteen (19) North, Range Seven (7) West of the G. & N. E. & N., from which the Northwest corner of said Section Seven (7) bears North $90^{\circ} 02'$ East a distance of Two Hundred Eighty Four (284) feet more or less; and running thence North $85^{\circ} 35'$ East Five Hundred Eighty Nine (589) feet; thence North $73^{\circ} 53'$ West One Hundred Twenty Eight (128) feet; thence North $68^{\circ} 49'$ West Two Hundred Thirty One (231) feet; thence South $87^{\circ} 53'$ West Six Hundred Forty Six (646) feet; thence North $00^{\circ} 02'$ East Seven (7) feet more or less, to the point of beginning, containing 6.4 acres more or less.

Also beginning at a point in the westerly boundary line of Section Seven (7), Township Nineteen (19) North, Range Seven (7) West of the G. & N. E. & N., from which the Northwest corner of said Section Seven (7) bears North $90^{\circ} 02'$ East a distance of One Hundred Eighty Four (184) feet more or less; and running thence North $85^{\circ} 35'$ East Twenty Six (26) feet; thence South $87^{\circ} 53'$ West Three Hundred Fifteen (315) feet; thence South $89^{\circ} 14'$ West One Thousand Four Hundred Twenty Five (1425) feet; thence South $88^{\circ} 58'$ West One Thousand Two Hundred Eighty Five (1285) feet; thence South $88^{\circ} 55'$ West One Hundred Fifteen (115) feet; thence South $88^{\circ} 43'$ West Four Hundred Ninety (490) feet; thence South $88^{\circ} 44'$ West One Hundred Sixteen (116) feet; thence North $80^{\circ} 07'$ West One Hundred Thirty Nine (139) feet; thence North $68^{\circ} 35'$ East Three Thousand Nine Hundred Twelve (3912) feet more or less, to the point of beginning, containing 1.6 acres more or less.

Also beginning at a point in the westerly boundary line of Section Nine (9), Township Nineteen (19) North, Range Seven (7) West of the G. & N. E. & N., from which the Northwest corner of said Section Nine (9) bears North $00^{\circ} 11'$ East a distance of Two Hundred Eighty Three (283) feet more or less; and running thence South $87^{\circ} 52'$ East One Hundred Fifty One (151) feet; thence North $87^{\circ} 52'$ West Eight Hundred Forty Two (842) feet; thence North $74^{\circ} 54'$ West Two Hundred Forty One (241) feet; thence North $72^{\circ} 48'$ West One Hundred Sixty Eight (168) feet; thence North $68^{\circ} 35'$ West Fifty Three (53) feet; thence South $17^{\circ} 48'$ West One Hundred Forty Eight (148) feet; thence North $71^{\circ} 07'$ East Three Hundred Forty Four (344) feet; thence South $79^{\circ} 07'$ West One Hundred Eighty One (181) feet; thence North $70^{\circ} 14'$ East One Hundred Sixty Two (162) feet; thence South $80^{\circ} 11'$ East Seventy (70) feet; thence North $82^{\circ} 57'$ East Seventy Nine (79) feet; thence South $50^{\circ} 11'$ West One Hundred Thirty Nine (139) feet; thence South $70^{\circ} 10'$ West One Hundred

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Checked as to Engineering Data
D. H. H. H.

Eighty Five (185) feet; thence North $78^{\circ} 07'$ West Two Hundred Eighty One (281) feet; thence South $71^{\circ} 01'$ East Three Hundred Eighty (380) feet; thence South $70^{\circ} 52'$ West Two Hundred Fifty Nine (259) feet; thence South $83^{\circ} 52'$ West Eight Hundred Sixty (866) feet; thence North $67^{\circ} 52'$ East One Hundred Forty Three (143) feet; thence North $60^{\circ} 11'$ West Fifty Four (54) feet more or less, to the point of beginning, containing 2.7 acres more or less.

Also beginning at a point in the Westerly boundary line of Section One (1), Township Nineteen (19) North, Range Seven (7) West of the G. & S. R. R. & N., from which the Northwest corner of said Section One (1) bears South $00^{\circ} 10'$ East a distance of Three Hundred Fourteen (314) feet more or less; and running thence North $00^{\circ} 10'$ West Eleven (11) feet; thence North $84^{\circ} 35'$ East Two Thousand Two Hundred Ninety Seven (2297) feet; thence North $86^{\circ} 20'$ East Three Hundred Fifty Six (356) feet; thence South $10^{\circ} 27'$ East Two Hundred Thirty One (231) feet; thence South $52^{\circ} 42'$ East Eighty Six (86) feet; thence North $80^{\circ} 24'$ East Fifty Five (55) feet; thence North $49^{\circ} 19'$ East Four Hundred Fifty Seven (457) feet; thence North $81^{\circ} 00'$ East Fifty Five (55) feet; thence North $86^{\circ} 20'$ East Five Hundred Thirty Three (533) feet; thence South $52^{\circ} 03'$ East Four Hundred Eighty Seven (487) feet; thence North $82^{\circ} 07'$ East Two Hundred Twelve (212) feet; thence South $80^{\circ} 22'$ East Two Hundred Thirty Three (233) feet; thence North $05^{\circ} 33'$ East Two Hundred Forty (240) feet; thence North $65^{\circ} 18'$ East Two Hundred Fifty Four (254) feet; thence North $05^{\circ} 00'$ East Seventeen (17) feet; thence North $84^{\circ} 20'$ East Fifty (50) feet; thence South $05^{\circ} 00'$ East Thirteen (13) feet; thence South $82^{\circ} 23'$ East Ten (10) feet; thence South $62^{\circ} 39'$ East Three Hundred Eighty Two (382) feet to the Westerly boundary line of said Section One (1); thence South $00^{\circ} 02'$ West Fifty Six (56) feet; thence North $62^{\circ} 39'$ West Three Hundred Ninety Nine (399) feet; thence North $82^{\circ} 23'$ West Fourteen (14) feet; thence South $05^{\circ} 18'$ West Two Hundred Thirty Six (236) feet; thence South $05^{\circ} 33'$ West Two Hundred Sixty Five (265) feet; thence North $60^{\circ} 22'$ West Two Hundred Seventy Eight (278) feet; thence South $82^{\circ} 07'$ West Two Hundred Twenty Five (225) feet; thence North $52^{\circ} 03'$ West Five Hundred Four (504) feet; thence North $86^{\circ} 11'$ West One Hundred Sixty Five (165) feet; thence South $81^{\circ} 00'$ West Three Hundred Seventy Seven (377) feet; thence South $49^{\circ} 19'$ West Four Hundred Fifty Seven (457) feet; thence South $80^{\circ} 14'$ West Ninety One (91) feet; thence North $52^{\circ} 42'$ West One Hundred Twenty Seven (127) feet; thence North $10^{\circ} 27'$ West Two Hundred Thirty (230) feet; thence South $89^{\circ} 36'$ West Three Hundred Ten (310) feet; thence South $88^{\circ} 35'$ West One Thousand Seventy Seven (1077) feet; thence South $88^{\circ} 32'$ West One Thousand One Hundred (1100) feet; thence South $67^{\circ} 51'$ West One Hundred Nineteen (119) feet more or less, to the point of beginning, containing 4.2 acres more or less.

Checked as to boundary by
Dwight H. Miller
Register

Also beginning at a point in the westerly boundary line of Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the Q. & A. R. R. & N., from which the Northwest corner of said Section Seven (7) bears North $80^{\circ} 02'$ East a distance of Eight Hundred Eighty Four (884) feet, more or less; and running thence South $62^{\circ} 39'$ Seventy Four (74) feet; thence North $71^{\circ} 48'$ East One Hundred Ten (110) feet; thence South $81^{\circ} 08'$ East One Hundred Eighty (180) feet; thence North $62^{\circ} 30'$ East Two Hundred Twenty Seven (227) feet; thence North $13^{\circ} 50'$ East One Hundred Seventy Eight (178) feet; thence South $86^{\circ} 20'$ East Five Hundred Fifty Three (553) feet; thence South $81^{\circ} 02'$ East Five Hundred Eight (508) feet; thence South $13^{\circ} 50'$ East One Hundred Ninety Five (195) feet; thence South $62^{\circ} 30'$ West Two Hundred Sixty Six (266) feet; thence North $81^{\circ} 08'$ West One Hundred Eighty Four (184) feet; thence South $71^{\circ} 48'$ West One Hundred Ninety (190) feet; thence North $62^{\circ} 39'$ West Seventy (70) feet; thence North $80^{\circ} 02'$ East Fifty Six (56) feet more or less, to the point of beginning, containing 1.1 acres more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the Q. & A. R. R. & N., from which the Northwest corner of said Section Seven (7) bears North $75^{\circ} 40'$ West a distance of One Thousand Seven Hundred Sixty Six (1766) feet more or less; and running thence North $50^{\circ} 11'$ East One Hundred Seven (107) feet; thence South $79^{\circ} 14'$ East Two Hundred Fifty Two (252) feet; thence South $86^{\circ} 20'$ West Three Hundred Thirty (330) feet more or less, to the point of beginning, containing 0.2 acre more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the Q. & A. R. R. & N., from which the Northwest corner of said Section Seven (7) bears North $75^{\circ} 58'$ West a distance of Two Thousand Two Hundred Seven (2207) feet more or less; and running thence North $86^{\circ} 20'$ East Sixty (60) feet; thence South $16^{\circ} 12'$ East Two Hundred Forty Five (245) feet; thence South $81^{\circ} 35'$ East Four Hundred Thirty Nine (439) feet; thence North $68^{\circ} 14'$ East Two Hundred Thirty Six (236) feet; thence North $16^{\circ} 13'$ East One Hundred Ninety (119) feet; thence North $15^{\circ} 05'$ East One Hundred Twenty Nine (129) feet; thence North $86^{\circ} 20'$ East Fifty Three (53) feet; thence South $15^{\circ} 05'$ West One Hundred Fifty Six (156) feet; thence South $16^{\circ} 13'$ West One Hundred Forty Two (142) feet; thence South $68^{\circ} 14'$ West Two Hundred Sixty Two (262) feet; thence North $81^{\circ} 35'$ West Four Hundred Seventy Three (473) feet; thence North $16^{\circ} 12'$ East Two Hundred Ninety Nine (299) feet more or less, to the point of beginning, containing 1.4 acres more or less.

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Also beginning at a point in Section Seven (7), Township Fifteen (15) North, Range Six (6) West of the G. & S. R. & N., from which the Northwest corner of said Section Seven (7) bears North $83^{\circ} 43'$ East a distance of Three Thousand One Hundred Fifty Six (3156) feet more or less; and running thence North $53^{\circ} 20'$ East Two Hundred Ninety Four (294) feet; thence South $10^{\circ} 25'$ East One Hundred Thirty One (131) feet; thence North $85^{\circ} 29'$ East Two Hundred Eighty Three (283) feet; thence South $50^{\circ} 18'$ East Forty One (41) feet; thence South $86^{\circ} 20'$ East Five Hundred Seventy Five (575) feet more or less, to the point of beginning, containing 0.2 acre more or less.

Also beginning at a point in Section Seven (7), Township Fifteen (15) North, Range Six (6) West of the G. & S. R. & N., from which the Northwest corner of said Section Seven (7) bears North $82^{\circ} 04'$ West a distance of Three Thousand Three Hundred Thirty Six (3336) feet more or less; and running thence North $86^{\circ} 20'$ East Fifty Six (56) feet; thence South $89^{\circ} 27'$ East Twenty Eight (28) feet; thence South $61^{\circ} 34'$ East One Hundred Fifty Four (154) feet; thence North $85^{\circ} 55'$ East One Hundred Four (104) feet; thence South $51^{\circ} 18'$ East One Hundred Forty (140) feet; thence North $37^{\circ} 02'$ East One Hundred Fifty Four (154) feet; thence North $51^{\circ} 02'$ East Seventy Six (76) feet; thence South $75^{\circ} 37'$ East Forty Two (42) feet; thence North $50^{\circ} 18'$ West Seventy Three (73) feet; thence North $86^{\circ} 20'$ East Seven Hundred Twenty Two (722) feet; thence South $41^{\circ} 46'$ West Sixty Two (62) feet; thence North $85^{\circ} 23'$ West Two Hundred Seventy Nine (279) feet; thence South $83^{\circ} 04'$ West One Hundred Seventy Five (175) feet; thence South $51^{\circ} 02'$ West One Hundred Ninety Four (194) feet; thence South $37^{\circ} 02'$ West One Hundred Ninety Eight (198) feet; thence North $51^{\circ} 28'$ West One Hundred Seventy Two (172) feet; thence South $65^{\circ} 55'$ West Ninety Nine (99) feet; thence North $61^{\circ} 34'$ West One Hundred Eighty Two (182) feet; thence North $29^{\circ} 27'$ West Sixty Six (66) feet more or less, to the point of beginning, containing 1.3 acres more or less.

Also beginning at a point in Section Seven (7), Township Fifteen (15) North, Range Six (6) West of the G. & S. R. & N., from which the Northeast corner of said Section Seven (7) bears North $82^{\circ} 23'$ East a distance of Two Thousand One Hundred Eighteen (2118) feet more or less; and running thence South $86^{\circ} 20'$ West Two Hundred Thirty Eight (238) feet; thence North $41^{\circ} 46'$ East Thirty Three (33) feet; thence North $83^{\circ} 16'$ East Ninety One (91) feet; thence South $80^{\circ} 52'$ East One Hundred Twenty Seven (127) feet more or less, to the point of beginning, containing 0.1 acre more or less.

Also beginning at a point in Section Seven (7), Township Fifteen (15) North, Range Six (6) West of the G. & S. R. & N., from which the Northeast corner of said Section Seven (7) bears North $81^{\circ} 36'$ East a distance of One Thousand Seven Hundred Sixty Six (1766) feet more or less; and

Checked as to Engineering Data
D. W. H. H. H.
English

running thence South $86^{\circ} 20'$ West Two Hundred Fifty Eight (258) feet; thence North $75^{\circ} 49'$ East One Hundred Twelve (112) feet; thence South $85^{\circ} 51'$ East One Hundred Fifty (150) feet more or less, to the point of beginning, containing 0.1 acre more or less.

Also beginning at a point in the Northerly boundary line of Section Seven (7), Township Eleven (11) North, Range Six (6) West of the G. & S. R. E. & N., from which the Northeast corner of said Section Seven (7) bears North $89^{\circ} 40'$ East a distance of One Thousand Nine Hundred Five (1905) feet more or less, and running thence South $22^{\circ} 04'$ West Seventy (70) feet; thence South $34^{\circ} 44'$ East One Hundred Thirty (130) feet; thence South $23^{\circ} 44'$ West Sixty (60) feet; thence South $85^{\circ} 29'$ West One Hundred Eighty Five (185) feet; thence North $76^{\circ} 54'$ East One Hundred Forty Two (142) feet; thence North $23^{\circ} 44'$ East Thirty One (31) feet; thence North $34^{\circ} 44'$ West One Hundred Twenty Nine (129) feet; thence North $22^{\circ} 04'$ East Seventy Six (76) feet; thence North $89^{\circ} 40'$ East Fifty Four (54) feet more or less, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in the Northerly boundary line of Section Seven (7), Township Eleven (11) North, Range Six (6) West of the G. & S. R. E. & N., from which the Northeast corner of said Section Seven (7) bears North $89^{\circ} 40'$ East a distance of One Thousand Sixty One (1061) feet more or less, and running thence South $35^{\circ} 37'$ East Forty (40) feet; thence South $10^{\circ} 14'$ East One Hundred Seventy Five (175) feet; thence South $85^{\circ} 20'$ West Fifty (50) feet; thence North $18^{\circ} 04'$ East One Hundred Fifty Eight (158) feet; thence North $35^{\circ} 37'$ West Sixty Five (65) feet; thence North $89^{\circ} 40'$ East Sixty Two (62) feet more or less, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in Section Seven (7), Township Eleven (11) North, Range Six (6) West of the G. & S. R. E. & N., from which the Northeast corner of said Section Seven (7) bears North $61^{\circ} 53'$ East a distance of Six Hundred Fifty Four (654) feet more or less, and running thence South $45^{\circ} 06'$ West One Hundred Sixteen (116) feet; thence South $53^{\circ} 23'$ West One Hundred Thirty Six (136) feet; thence North $55^{\circ} 13'$ West Ninety Eight (98) feet; thence South $48^{\circ} 28'$ West Forty Two (42) feet; thence South $78^{\circ} 08'$ West One Hundred Thirty Four (134) feet; thence North $10^{\circ} 04'$ West One Hundred Thirty Five (135) feet; thence North $85^{\circ} 20'$ East Fifty (50) feet; thence South $10^{\circ} 04'$ East Seventy Eight (78) feet; thence North $78^{\circ} 08'$ East Sixty Nine (69) feet; thence North $48^{\circ} 28'$ East Forty Eight (48) feet; thence North $44^{\circ} 43'$ East Fifty Three (53) feet; thence North $07^{\circ} 38'$ East Four (4) feet; thence North $85^{\circ} 20'$ East Fifty One (51) feet; thence South $07^{\circ} 38'$ West Thirty (30) feet; thence South $44^{\circ} 43'$ West Forty One (41) feet; thence South $55^{\circ} 13'$ East Fifty Two (52) feet; thence North $53^{\circ} 23'$ East Ninety Six (96) feet; thence North $45^{\circ} 06'$ East Fifty Five (55) feet; thence North $85^{\circ} 20'$ East Seventy Six (76) feet more or less, to the point of beginning, containing 0.7 acre more or less.

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Also beginning at a point in the northerly boundary line of Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. R., from which the Northeast corner of said Section Seven (7) bears North $89^{\circ} 40'$ East a distance of Seven Hundred Thirty Seven (737) feet more or less; and running thence South $07^{\circ} 30'$ West One Hundred Ninety Two (192) feet; thence South $85^{\circ} 20'$ West Fifty One (51) feet; thence North $07^{\circ} 30'$ East One Hundred Ninety Five (195) feet; thence North $89^{\circ} 40'$ East Fifty (50) feet more or less, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. R., from which the Northeast corner of said Section Seven (7) bears North $89^{\circ} 36'$ East a distance of Two Hundred Forty Four (244) feet more or less; and running thence South $86^{\circ} 20'$ West Fifty Seven (57) feet; thence North $31^{\circ} 46'$ West Sixty (60) feet; thence South $00^{\circ} 55'$ West One Hundred Thirty Four (134) feet; thence South $45^{\circ} 06'$ West Sixty Two (62) feet; thence South $86^{\circ} 20'$ West Seventy Six (76) feet; thence North $45^{\circ} 06'$ East One Hundred Thirty Five (135) feet; thence North $80^{\circ} 55'$ East One Hundred Eighty Three (183) feet; thence South $31^{\circ} 46'$ East One Hundred Twenty (120) feet more or less, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in the westerly boundary line of Section Five (5), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. R., from which the Southwest corner of said Section Five (5) bears South $00^{\circ} 03'$ East a distance of One Hundred Seventy Seven (177) feet more or less; and running thence North $00^{\circ} 03'$ West Fifty Five (55) feet; thence South $66^{\circ} 13'$ East Two Hundred Thirty Eight (238) feet; thence South $49^{\circ} 30'$ East Two Hundred Six (206) feet; thence South $89^{\circ} 40'$ West Seventy Six (76) feet; thence North $49^{\circ} 30'$ West One Hundred Forty (140) feet; thence North $66^{\circ} 13'$ West Two Hundred Nine (209) feet more or less, to the point of beginning, containing 0.5 acre more or less.

Also beginning at a point in the westerly boundary line of Section Nine (9), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. R., from which the Northwest corner of said Section Nine (9) bears North $00^{\circ} 02'$ West a distance of Three Hundred Seventy Six (376) feet more or less; and running thence South $81^{\circ} 09'$ East Three Hundred Seventy Five (375) feet; thence South $80^{\circ} 53'$ East One Thousand Sixty Four (1604) feet; thence South $47^{\circ} 46'$ East Forty Four (44) feet; thence North $80^{\circ} 52'$ West One Thousand Four Hundred Seventy Three (1473) feet; thence North $00^{\circ} 02'$ West Twenty Two (22) feet more or less, to the point of beginning, containing 0.6 acre more or less.

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Also beginning at a point in Section Nine (9), Township Fifteen (15) North, Range Six (6) West of the Q. & S. R. R. & N., from which the Northwest corner of said Section Nine (9) bears North $63^{\circ} 22'$ West a distance of One Thousand Seven Hundred Fourteen (1714) feet more or less; and running thence South $80^{\circ} 53'$ East Five Hundred Fifty Four (554) feet; thence North $85^{\circ} 55'$ West Four Hundred Seventy Nine (479) feet; thence North $47^{\circ} 45'$ East Ninety Two (92) feet more or less, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in Section Nine (9), Township Fifteen (15) North, Range Six (6) West of the Q. & S. R. R. & N., from which the Northwest corner of said Section Nine (9) bears North $72^{\circ} 35'$ West a distance of Two Thousand Seven Hundred Nine (2709) feet more or less; and running thence North $82^{\circ} 59'$ East One Hundred Thirteen (113) feet; thence South $76^{\circ} 24'$ East Three Hundred Fifty Four (354) feet; thence North $80^{\circ} 52'$ West Four Hundred Fifty Two (452) feet more or less, to the point of beginning, containing 0.1 acre more or less.

Also beginning at a point in Section Nine (9), Township Fifteen (15) North, Range Six (6) West of the Q. & S. R. R. & N., from which the Northwest corner of said Section Nine (9) bears North $21^{\circ} 16'$ West a distance of One Thousand Four Hundred Thirteen (1413) feet more or less; and running thence North $87^{\circ} 21'$ West Two Hundred Sixty Five (265) feet; thence North $33^{\circ} 31'$ West Forty One (41) feet; thence South $80^{\circ} 52'$ East Two Hundred Ninety One (291) feet more or less, to the point of beginning, containing 0.1 acre more or less.

Also beginning at a point in Section Eleven (11), Township Fifteen (15) North, Range Six (6) West of the Q. & S. R. R. & N., from which the West Quarter (36) corner of said Section Eleven (11) bears South $56^{\circ} 27'$ West a distance of Two Hundred Ninety Two (292) feet more or less; and running thence South $74^{\circ} 04'$ East Three Thousand Six Hundred Ninety (3619) feet; thence North $86^{\circ} 41'$ East Fifty One (51) feet; thence North $74^{\circ} 17'$ West One Thousand Eight Hundred Twenty Three (1823) feet; thence North $73^{\circ} 06'$ West Eight Hundred Sixty One (861) feet; thence North $76^{\circ} 28'$ West Seven Hundred Eighty Two (782) feet; thence North $55^{\circ} 42'$ West One Hundred Ten (110) feet more or less, to the point of beginning, containing 1.1 acres more or less.

Also beginning at a point in Section Eleven (11), Township Fifteen (15) North, Range Six (6) West of the Q. & S. R. R. & N., from which the East Quarter (36) corner of said Section Eleven (11) bears North

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Also beginning at a point in the westerly boundary line of Section Eleven (11), Township Fifteen (15) North, Range Three (3) East of the Q. & S. R. B. & E., from which the Northwest corner of said Section Eleven (11) bears North 89° 52' West a distance of One Thousand One Hundred Fifty Seven (1157) feet more or less, and running thence North 35° 36' East One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 74° 11' East Thirty Six (36) feet; thence South 35° 13' East One Thousand Fifty Five (1055) feet; thence South 65° 42' East Four Hundred Twenty One (421) feet; thence South 25° 34' East One Hundred Fifty Seven (157) feet; thence South 43° 49' East Three Hundred Three (303) feet; thence North 89° 52' West Sixty Nine (69) feet; thence North 43° 49' West Two Hundred Sixty Three (263) feet; thence North 25° 36' West One Hundred Forty Seven (147) feet; thence North 65° 42' West Two Hundred Ninety Nine (299) feet; thence South 42° 18' East Eighty Six (86) feet; thence South 34° 17' East Four Hundred Fifty Nine (459) feet; thence North 89° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 0.5 acre more or less.

Also beginning at a point in the westerly boundary line of Section Seventeen (17), Township Fifteen (15) North, Range Five (5) East of the Q. & S. R. B. & E., from which the West Quarter (25) corner of said Section Seventeen (17) bears North 00° 10' West a distance of Five Hundred Sixty One (561) feet more or less, and running thence North 71° 57' East Three Hundred Twenty Five (325) feet; thence South 23° 01' East Four Hundred Nine (409) feet; thence North 51° 55' West One Hundred Three (103) feet; thence North 23° 01' West One Hundred Sixty Two (162) feet; thence North 70° 57' West Three Hundred Eleven (311) feet; thence North 51° 55' West Thirty Five (35) feet; thence North 00° 10' West Thirty Five (35) feet more or less, to the point of beginning, containing 0.8 acre more or less.

Also beginning at a point in the westerly boundary line of Section Twenty One (21), Township Fifteen (15) North, Range Five (5) East of the Q. & S. R. B. & E., from which the West Quarter (25) corner of said Section Twenty One (21) bears South 00° 02' West a distance of Five Hundred Forty Eight (548) feet more or less, and running thence North 00° 02' West Six (6) feet; thence South 51° 51' East One Thousand Forty Seven (1047) feet; thence South 33° 36' East Four Hundred One (401) feet; thence South 35° 43' East Five Hundred Eighty (580) feet; thence South 54° 08' West Twenty Six (26) feet; thence North 35° 36' East Five Hundred Thirty (530) feet; thence North 51° 55' West One Thousand Eighty Four (1084) feet more or less, to the point of beginning, containing 1.0 acre more or less.

Also beginning at a point in the southerly boundary line of Section Twenty Seven (27), Township Fifteen (15) North, Range Five (5) East of the Q. & S. R. B. & E., from which the Southwest corner of said Section Twenty Seven (27) bears North 89° 52' West a distance of One Thousand One Hundred Fifty Seven (1157) feet more or less, and running thence North 35° 36' East One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 74° 11' East Thirty Six (36) feet; thence South 35° 13' East One Thousand Fifty Five (1055) feet; thence South 65° 42' East Four Hundred Twenty One (421) feet; thence South 25° 34' East One Hundred Fifty Seven (157) feet; thence South 43° 49' East Three Hundred Three (303) feet; thence North 89° 52' West Sixty Nine (69) feet; thence North 43° 49' West Two Hundred Sixty Three (263) feet; thence North 25° 36' West One Hundred Forty Seven (147) feet; thence North 65° 42' West Two Hundred Ninety Nine (299) feet; thence South 42° 18' East Eighty Six (86) feet; thence South 34° 17' East Four Hundred Fifty Nine (459) feet; thence North 89° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1.0 acre more or less.

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Checked at the Registering Office
Doubtless
Register

2. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said transmission line access road and to remove objects interfering therewith. Vendor reserves the right to use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the equipment of the United States or the use thereof. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease and determine. The United States shall see due care in the construction and maintenance of said transmission line access road.

3. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, oil and gas pipelines, canals, laterals, ditches, electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

4. As complete consideration for the above grant of easement, the United States agrees to pay Vendor the sum of 60/100 Dollars (\$60.00); provided, however, that it is understood and agreed that damages to trees, seedlings, vines and crops of whatever nature, caused by construction of said transmission line access road shall be compensated for separately on the basis of an appraisal to be made by the Bureau of Reclamation at the time said damages occur.

3. No holder of or interest in Common or Preferred Stockholder shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, and this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

JUL 23 1953

By Edwin Williams
President

YAVAPAI RANCH COMPANY,
a corporation

COMMON LIVESTOCK COMPANY,
a corporation

By E. R. Cameron Secretary

By E. R. Cameron President

By Edwin Williams Secretary

By Edwin Williams Secretary

STATE OF ARIZONA

County of MARICOPA

33

On this 20th day of July in the year 1953, 1953, before me Ray P. Sullivan, a Notary Public in and for the County and State aforesaid, personally appeared E. R. Cameron & G. A. Cameron, known to me to be the President and Secretary of the corporation that executed the within instrument, and to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



By Ray P. Sullivan
Notary Public

NOT 20-135

NOT 23-460

STATE OF ARIZONA
County of COCHISE

On this 12th day of October in the year 1922
October 12 before me, John P. Sullivan
a Notary Public in and for the County and State aforesaid, personally
appeared E. J. Sullivan and J. J. Sullivan known to me to be the
President and Secretary of the corporation which
executed the within instrument, and he J. J. Sullivan who executed the
within instrument on behalf of the corporation therein named and acknowledged
to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal
this 12th day of October 1922.

John P. Sullivan

WA 31-1972
M 1/2 Sec 17
T 20 N, R 7 W
Knight

UTILITY EASEMENT

In consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged,
E. Ray Condon and Ruth Reed Condon, his wife
hereinafter called "Grantor") do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement ten (10) feet in width, to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described.

The premises through and across which this easement is granted are situated in Tavapai County, Arizona, and are described as follows:

The West Half of Section Seventeen (17), Township Twenty (20) North, Range Seven (7) West of the Gila and Salt River Base and Meridian, Tavapai County, Arizona.

Said Easement to lie five (5) feet on each side of the following described centerline:

Commencing at the South Quarter Corner of said Section 17; thence West, along the South Line of said Section 17, 20.00 feet to the Point of Beginning; Thence from said Point of Beginning North 00° 17' West 5293.59 feet to a Point on the North Line of said Section 17.

STATE OF ARIZONA, County of Tavapai. 11499
I do hereby certify that the within instrument was filed and recorded at the request of E. Ray Condon and Ruth Reed Condon
on March 14 A.D. 1972 at 9:20 clock A.M. and 7:30 O'clock P.M.
Page 95 Records of Tavapai County Arizona.

WITNESS my hand and official seal this day of March 1972.

John E. Edwards County Recorder

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises to add to or alter said lines and or facilities at any reasonable time, and to place or remove any poles or standards that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and across therefrom to permit needed operations of the Company in connection with said lines and or facilities, and to permit the installation of the poles, fixtures, conductors, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or drill any well within the limits of said easement, nor shall Grantor plant or permit to be planted any trees within the limits of said easement without the prior written consent of the Company, provided, however, Grantor shall have the right to construct and erect fences within the limits of said easement in a manner which will not unreasonably interfere with the Company's right of access to its lines and or facilities.

By accepting this easement, the Company agrees to exercise reasonable care to avoid damage to said premises and all property thereon at any time be thereon.

Dated 3-7-72

E. Ray Condon
Ruth Reed Condon
Ruth Reed Condon

WITNESSES:

Richard H. Hinkle

STATE OF Arizona }
County of Tavapai }

This instrument was acknowledged before me this 14 day of March 1972
by E. Ray Condon and Ruth Reed Condon
(Grantor)

BE WITNESS MYSELF I have signed my hand and official seal.

My Commission Expires:

6-1-76

James L. McHenry
Notary Public

THE

Book 730 of
Official Records
Page 96

(hereinafter called "Thames") do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement, then (10) feet in width, to construct, operate and maintain electric lines and appurtenant facilities upon, across, over, and under the surface of the premises hereinafter described:

The West Half of Section Five (5), Township Twenty (20) North, Range Seven (7) West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona

Commencing at the North Quarter Corner of said Section 5, thence west, along the North line of said Section 5, 15.60 feet to the Point of Beginning; thence from said Point of Beginning South 00° 17' East 590.73 feet to a Point on the South line of said Section 5

Together with the right to operate within a secure framework and without undue and opportunistic Government intervention, the right to trade in a free and open market, and the right to carry out business with and to have or receive any level of credit that is in the judgment of the Company, are essential to the construction or enlargement of the operation of any mine and to the carrying out of all other work and mining thereon to permit normal operations of the Company in connection with such work and the business and to permit the transportation of the mine's products, materials and other goods. The Company is entitled to the enjoyment of the investment.

ATTN: JAMES H. HARRIS, JR.

Page 730 of 96

Bos folder

B: 4782 P: 200 12/10/2010 04:12:54 PM OR
Ana Mayman-Trujillo
OFFICIAL RECORDS OF YAVAPAI COUNTY \$0.00
YAVAPAI CO BD OF SUPERVISORS 2010-4432907

B: 4782 P: 200 12/10/2010 04:12:54 PM OR
\$0.00 Page 1 of 7 2010-4432907



Book 4782 of Official Records, Page 200

ORDER OF ESTABLISHMENT

YAVAPAI RANCH DOMESTIC WATER IMPROVEMENT DISTRICT

WHEREAS, petitions addressed to the Board of Supervisors requesting establishment of an improvement district pursuant to A.R.S. Title 48, Chapter 6, for the purpose of constructing and operating a domestic water system within the area described in Exhibit A were filed with the Clerk of the Board of Supervisors on November 1, 2010, signed by all of the persons owning real property within the limits of the proposed district and containing documentation showing the persons who signed the petitions to be the owners of the real property; and,

WHEREAS, A.R.S. §48-905(C) provides that when a petition is signed by the owners of all of the real property in the proposed district and the petitioners provide a copy of a record search that shows the names of the owners of all the property in the proposed district the Board of Supervisors may summarily order the formation of the district and a hearing is not required; and

WHEREAS, this 6th day of December, 2010, is the date set for the establishment of said district; and,

WHEREAS, such establishment was duly noticed upon the agenda of the Board of Supervisors at this, the hour of 9:00 a.m., at the Board meeting room.

NOW, THEREFORE, the Board of Supervisors hereby **FINDS AND DETERMINES**:

1. That petitions signed by all of the persons owning real property within the limits of the proposed district were filed with the Board prior to this date of establishment.

2. It appears that the public convenience, necessity and welfare will be promoted by establishment of the proposed district, and that all of the properties included within the proposed boundaries of the district will be benefited by establishment of the district..

AND IT IS HEREBY ORDERED:

1. That the proposed improvement district is established pursuant to A.R.S. Title 48, Chapter 6, with the boundaries set forth upon Exhibit A, including the area and shown by the Plat, Exhibit B, both attached hereto.

2. That the name of the district shall be the:

Yavapai Ranch Domestic Water Improvement District

3. The following persons shall be appointed as the initial Board of Directors of the District:

Frederic L. Ruskin
Mary K. Ruskin
Bill Feldmeier

4. That election dates shall be the first Tuesday after the first Monday in November of even-numbered years, commencing in November of 2012 for members of the District's Board of Directors; and for any other elections as prescribed by A.R.S. §16-225.
5. That, in the event that privately-held lands within the district become federal lands as the result of a land exchange with the United States Forest Service, the district shall deannex such lands upon written request from the United States Forest Service.
6. That, in accordance with A.R.S. §48-915, the District is hereby authorized to incur expenses for which the District will be liable.

Dated and adopted this 6th day of December, 2010.

YAVAPAI COUNTY BOARD OF SUPERVISORS


A.G. "Chip" Davis, Chairman

ATTEST:


Julie Ayers, Clerk

SEAL

Exhibit

AREA OF THE PROPOSED YAVAPAI RANCH DOMESTIC WATER IMPROVEMENT DISTRICT

Township	Section #	Acreage	Part	Owner	Tax Parcel
T 18N R 6W	5	680.92	all=lots 1-8, S1/2N1/2, S1/2	YRLP	300-46-004
T 18N R 7W	1	238.72	all=lots 1-5, SE1/4NE1/4 & E1/2 SE1/4	YRLP	300-47-001
T 19N R5W	3	609.4	all=lots 1-4, S 1/2N1/2 & S1/2	YRLP+NYLLC	300-51-002A
	5	608.28	all=lots 1-4, S 1/2N1/2 & S1/2	YRLP+NYLLC	300-51-002A
	7	654.84	all=lots 1-4, E 1/2W1/2 & E1/2	YRLP+NYLLC	300-51-002A
	9	640	all	YRLP+NYLLC	300-51-002A
	15	640	all	YRLP	300-51-002D
	17	640	all	YRLP	300-51-002D
	21	640	all	YRLP	300-51-002D
	27	640	all	YRLP	300-51-002D
	33	620.72	all=lots 1-4, N 1/2S1/2 & N1/2	YRLP	300-51-002D
T19N R6W	1	585.04	all=lots 1-4, S1/2N1/2 & S1/2	YRLP+NYLLC	300-52-001A
	3	585.76	all=lots 1-4, S1/2N1/2 & S1/2	YRLP+NYLLC	300-52-001A
	5	586.4	all=lots 1-4, S1/2N1/2 & S1/2	YRLP+NYLLC	300-52-001A
	7	853.64	all=lots 1=12 & E1/2	YRLP	300-52-001C
	9	640	all	YRLP	300-52-001C
	11	640	all	YRLP	300-52-001C
	13	640	all	YRLP	300-52-001C
	15	640	all	YRLP	300-52-001C
	17	640	all	YRLP	300-52-001C
	19	835.6	all=lots 1=12 & E1/2	YRLP	300-52-001C
	21	640	all	YRLP	300-52-001C
	29	640	all	YRLP	300-52-001C
	31	838.4	all=lots 1-14, NE1/4 & N1/2SE1/4	YRLP	300-52-001C
	33	640.36	all=lots 1-4, N1/2 & N1/2S1/2	YRLP	300-52-001C
T19N R 7W	1	645.24	all=lots 1-4, S1/2N1/2 & S1/2	YRLP+NYLLC	301-04-001G
	3	645.48	all=lots 1-4, S1/2N1/2 & S1/2	YRLP+NYLLC	301-04-001G
	5	564.59	lots 3-4, S1/2N1/2 & S1/2	YRLP+NYLLC	301-04-001G
	7	630.88	all= lots 1-4 , E 1/2 & E 1/2W 1/2	YRLP+NYLLC	301-04-001G
	9	600	all less NE1/4NW1/4	YRLP+NYLLC	301-04-001G
	11	640	all	YRLP+NYLLC	301-04-001G
	13	640	all	YRLP+NYLLC	301-04-001D
	15	480	W1/2	YRLP+NYLLC	301-04-001G
	17	640	all	YRLP+NYLLC	301-04-001G
	19	97.17	all=lots 1-4	YRLP+NYLLC	301-04-001G
	21	91.39	all=lots 1-4	YRLP+NYLLC	301-04-001G
	23	57.22	lots 1-3	YRLP	301-04-001D
	25	20.15	all=lots 1-4	YRLP	301-04-002
T20N R5W	5	392.14	all= lots 1-4 & S1/2	YRLP+NYLLC	301-08-002A
	7	655.28	all=lots 1-4, E1/2W1/2 & E 1/2	YRLP+NYLLC	301-08-002A
	17	640	all	YRLP+NYLLC	301-08-002A
	19	654.12	all=lots 1-4, E1/2W1/2 & E 1/2	YRLP+NYLLC	301-08-002A
	29	640	all	YRLP+NYLLC	301-08-002A
	31	653.68	all=lots 1-4, E1/2W1/2 & E 1/2	YRLP+NYLLC	301-08-002B
				YRLP+NYLLC+BF	
	33	640	all	+FLR+MKR	301-08-002B
	34	640	all	YRLP+NYLLC	301-08-002B

RECORDER'S MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION



AREA OF THE PROPOSED YAVAPAI RANCH
DOMESTIC WATER IMPROVEMENT DISTRICT

Township	Section #	Acreage	Part	Owner	Tax Parcel
T20N R6W	1	391.87	all= lots 1-4 & S1/2	YRLP+NYLLC	301-07-001C
	3	389.2	all= lots 1-4 & S1/2	YRLP+NYLLC	301-07-001C
	7	846.22	all= lots 1-12 inclusive and E 1/2	YRLP+NYLLC	301-07-001E
	9	640	all	YRLP+NYLLC	301-07-001C
	11	640	all	YRLP+NYLLC	301-07-001C
	13	640	all	YRLP+NYLLC	301-07-001C
	15	640	all	YRLP+NYLLC	301-07-001E
	17	640	all	YRLP+NYLLC	301-07-001E
	19	843.52	all= lots 1-12 inclusive and E 1/2	YRLP+NYLLC	301-07-001E
	21	640	all	YRLP+NYLLC	301-07-001E
	23	627.11	lots 1 & 2, N 1/2, SE 1/4 & E 1/2 of SW 1/4.	YRLP+NYLLC	301-07-001D
	25	640	all	YRLP+NYLLC	301-07-001E
	27	580.37	lots 1-4, NW 1/4, & S 1/2	YRLP+NYLLC	301-07-001E
	29	640	all	YRLP+NYLLC	301-07-001E
	31	835.7	all= lots 1-12 inclusive & E 1/2	YRLP+NYLLC	301-07-001E
	33	640	all	YRLP+NYLLC	301-07-001E
	35	640	all	YRLP+NYLLC	301-07-001E
T20 N R7W	1	818.4	all= lots 1-12 and S 1/2	YRLP+NYLLC	301-06-001A
	3	756.57	all= lots 1-12 and S 1/2	YRLP+NYLLC	301-06-001A
	5	712.53	all= lots 1-4 inclusive, S 1/2 NW 1/2 & S 1/2	YRLP+NYLLC	301-06-001A
	7	625.8	all= lots 1-4 inclusive, E 1/2 NW 1/2 & E 1/2	YRLP+NYLLC	301-06-001A
	9	640	all	YRLP+NYLLC	301-06-001A
	11	640	all	YRLP+NYLLC	301-06-001A
	13	640	all	YRLP+NYLLC	301-06-001A
	15	640	all	YRLP+NYLLC	301-06-001A
	17	640	all	YRLP+NYLLC	301-06-001A
	19	627.2	lots 1-4, E 1/2 NW 1/2, & E 1/2;	YRLP+NYLLC	301-06-001A
	21	640	all	YRLP+NYLLC	301-06-001A
	23	640	all	YRLP+NYLLC	301-06-001A
	25	640	all	YRLP+NYLLC	301-06-001A
	27	640	all	YRLP+NYLLC	301-06-001A
	29	640	all	YRLP+NYLLC	301-06-001A
	31	628.72	all= lots 1-4 inclusive, E 1/2 NW 1/2 & E 1/2	YRLP+NYLLC	301-06-001A
	32	80	W 1/2 NE 1/4	YRLP	301-06-001C
	33	320	E 1/2	YRLP+NYLLC	301-06-001A
	33	280	all except SW 1/4 SW 1/4	YRLP	301-06-001D
	35	640	all	YRLP+NYLLC	301-06-001A
		49488.63			

YAVAPAI RANCH PARCELS FOR DWID

Gila and Salt River Meridian, Yavapai County, Arizona

T. 18 N., R. 6 W.

sec. 5: all, consisting of Lots 1,2,3,4,5,6,7,8 &
S $\frac{1}{2}$ N $\frac{1}{2}$ & S $\frac{1}{2}$.

T. 18 N., R. 7 W.

sec. 1: all, consisting of Lots 1,2,3,4,5,
SE $\frac{1}{4}$ NE $\frac{1}{4}$ & E $\frac{1}{2}$ SE $\frac{1}{4}$.

T. 19 N., R. 5 W.

secs. 3 & 5: all, each consisting of lots 1-4, inclusive, &
S $\frac{1}{2}$ N $\frac{1}{2}$, & S $\frac{1}{2}$;

sec. 7: all, each consisting of lots 1-4, inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$ & E $\frac{1}{2}$;

sec. 9, 15, 17, 21 & 27: all of each;

sec. 33: all, consisting of lots 1-4 inclusive, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$.

T. 19 N., R. 6 W.

secs 1, 3 & 5: all of each, each consisting of lots 1-4, inclusive,
& S $\frac{1}{2}$ N $\frac{1}{2}$, & S $\frac{1}{2}$

secs. 7: all, consisting of lots 1-12 inclusive, & E $\frac{1}{2}$;

secs. 9, 11, 13, 15, 17, all of each;

sec. 19: all, consisting of lots 1-12 inclusive, & E $\frac{1}{2}$;

secs. 21 & 29: all of each;

sec. 31 all, consisting of lots 1-14 inclusive, & NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;

sec. 33: all, consisting of lots 1-4, N $\frac{1}{2}$ & N $\frac{1}{2}$ S $\frac{1}{2}$.

T. 19 N., R. 7 W.

secs. 1 & 3: all, each consisting of lots 1-4, inclusive, &
S $\frac{1}{2}$ N $\frac{1}{2}$, & S $\frac{1}{2}$.

sec. 5 lots 3-4, S1/2N1/2 & S1/2

sec. 7, all, consisting of lots 1-4 inclusive, E $\frac{1}{2}$ & E $\frac{1}{2}$ W $\frac{1}{2}$;

secs, 9 all less NE1/4NW1/4;

secs, 11, and 13 all of each;

sec. 15 w $\frac{1}{2}$

sec. 17 all;

sec. 19 & 21 all, each consisting of lots 1-4 inclusive'

sec. ,23 lots 1-3 inclusive

sec. 25 all, consisting of lots 1-4 inclusive;

T. 20N., R5 W.

sec. 5, all, consisting of lots 1-4 inclusive, & S $\frac{1}{2}$.

sec. 7, all, consisting of lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$ & E $\frac{1}{2}$;

sec. 17, all;

sec. 19, all, consisting of lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$ & E $\frac{1}{2}$;

sec. 29, all;

sec. 31 all, consisting of Lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$ & E $\frac{1}{2}$;

secs. 33 & 34 all of each.



T. 20N., R6 W

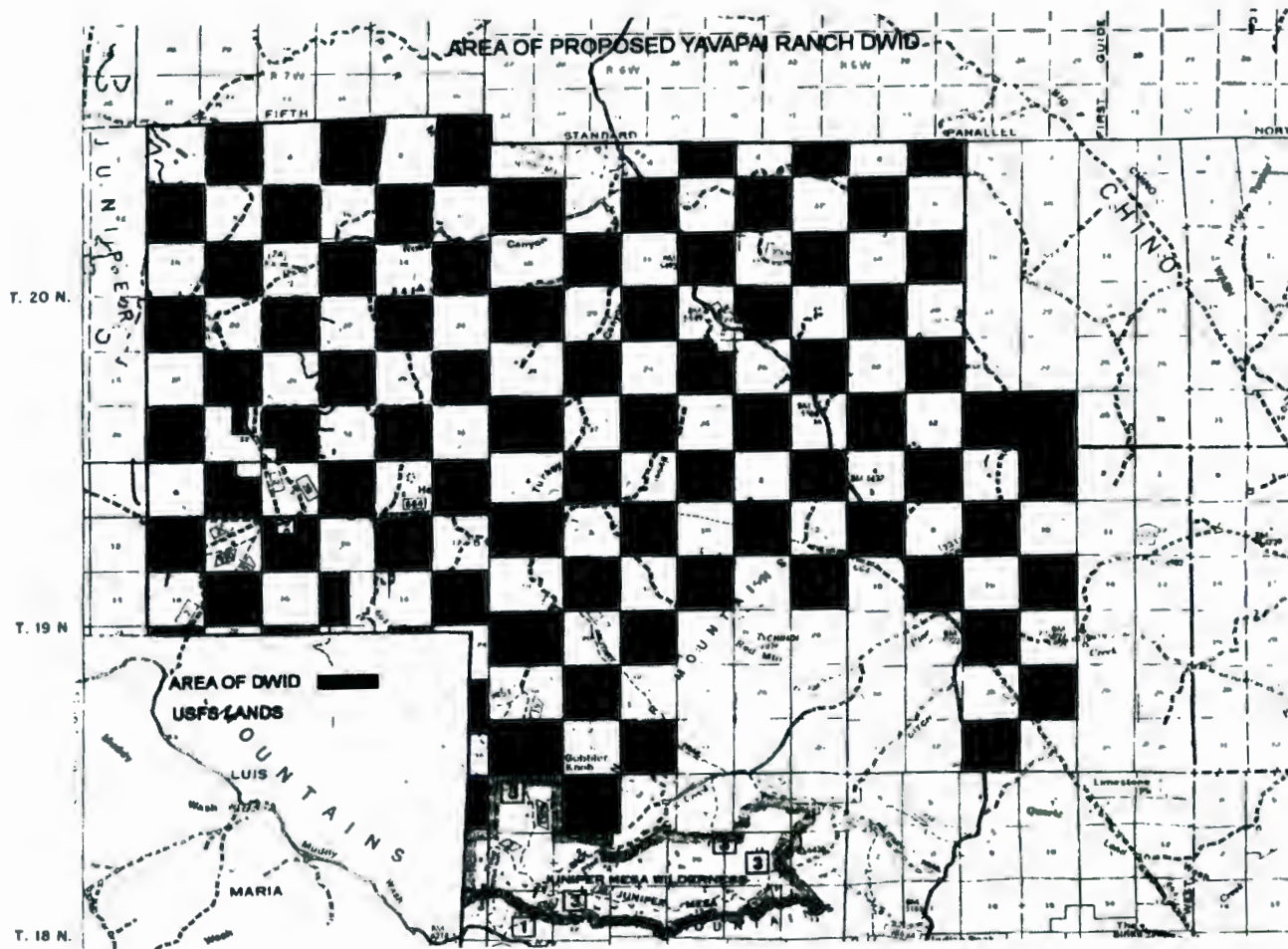
sec. 1: all, consisting of lots 1-4 inclusive, & S $\frac{1}{2}$;
sec. 3: all, consisting of lots 1-4 inclusive, & S $\frac{1}{2}$;
sec. 7: all, consisting of lots 1-12 inclusive and E $\frac{1}{2}$;
sec. 9: all;
sec. 11: all;
sec. 13: all;
secs. 15 & 17: all of each;
sec. 19: all, consisting of lots 1-12 inclusive and E $\frac{1}{2}$;
secs. 21 : all;
sec. 23: all, consisting of lots 1&2, N $\frac{1}{2}$, SE $\frac{1}{4}$ & E $\frac{1}{2}$ of SW $\frac{1}{4}$.
sec. 25: all;
sec. 27 all, consisting of lots 1- 4 inclusive, NW $\frac{1}{4}$, and S $\frac{1}{2}$.
sec. 29 ; all;
sec. 31 all, consisting of lots 1-12 inclusive & E $\frac{1}{2}$.
secs. 33 & 35 all of each.

T. 20N., R7 W

sec. 1: all, consisting of lots 1-12 and S $\frac{1}{2}$;
sec. 3: all, consisting of lots 1-12 and S $\frac{1}{2}$;
sec. 5: all, consisting of lots 1-4 inclusive, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;

sec. 7: all, consisting of lots 1,2,3 &4, E $\frac{1}{2}$ W $\frac{1}{2}$, & E $\frac{1}{2}$;
sec. 9, 11,13,15, &17: all of each;
sec. 19: all, consisting of lots 1,2,3 &4, E $\frac{1}{2}$ W $\frac{1}{2}$, & E $\frac{1}{2}$;
sec. 21, 23, 25, 27, and 29: all of each;
sec. 31: all, consisting of lots 1,2,3 &4, E $\frac{1}{2}$ W $\frac{1}{2}$, & E $\frac{1}{2}$;
sec . 32: W $\frac{1}{2}$ NE $\frac{1}{4}$;
sec. 33: all except SW $\frac{1}{4}$ SW $\frac{1}{4}$;
sec. 35: all.

Exhibit B



RECORDED MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

INTEROFFICE
RECORDING REQUESTED BY:
YAVAPAI COUNTY
DEVELOPMENT SERVICES DEPARTMENT
1120 Commerce Drive
Prescott, AZ 86305
November 5, 2012
Page 1

B: 4921 P: 758 11/29/2012 02:09:00 PM DISP
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY \$0.00
YAVAPAI CO DEVELOPMENT SERV 2012-0068015

B: 4921 P: 758 11/29/2012 02:09:00 PM DISP
\$0.00 Page 1 of 2 2012-0068015



YAVAPAI COUNTY
BOARD OF SUPERVISORS - PRESCOTT
DISPOSITION OF HEARING
NOVEMBER 5, 2012 - 9:30 AM

YAVAPAI COUNTY PLANNING
BOARD HEARING AGENDA ITEM

Zoning Map Change H12066 and Minor General Plan Amendment H12067; APN: 300-45-002; 300-46-002 and 004; 300-47-001; 300-51-002A, D, and E; 300-52-001A and C; 301-04-001C-H and 002; 301-07-001D-G; 301-06-001A,C,D, and E; 301-07-001C and 002; 301-08-002A and B

Applicant: Yavapai Ranch LP and Northern Yavapai LLP

Agent: Michael Withey

Project: Yavapai Ranch

Request: Consideration of a Minor General Plan Amendment to the Yavapai County General Plan and a Zoning Map Change from RCU-2A (Residential; Rural; 2 acre minimum lot size) to a PAD (Planned Area Development) zoning district on approximately 51,000 acres (28 parcels) consisting of 6,500 single family residences and 95 acres set aside within the PAD for Village Centers consisting of commercial and residential (6,000 maximum units) uses for a total of 12,500 residences. Located approximately 12 miles South of Seligman and 35 miles North of Prescott on Williamson Valley Road checker-boarded with the Prescott National Forest. SW4 NW4 S6 T18N, R5W; N2 S1, S5 T18N, R6W; Lots 1, 2, 3, 4, 5, E2 SE4 and SE4 NE4 S1 T18N, R7W; S3, 5, 7, 9, 15, 17, 21, 27, 29, 31, 33 T19N R5W; S1, 3, 5, 7, 9, 11, 13, W2 NW4 14, 15, 17, 19, 21, 23, 25, 29, 31, 33 T19N R6W; S1, 3, 5, 7, 9, 11, 17, 19, 21 T19N R7W; S5, 7, 17, 19, 29, 31, 33, 34 T20N R5W; S1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, patented mining claims from the Chino Valley Mining District Survey No. 2282 located within 22, 23, 25, patented mining claims from the Chino Valley Mining District Survey No. 2282 located within 26, 27, 29, 31, 33, 35 T20N R6W; S1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, W2 NE4 32, 33, 35 T20N R7W G&SRM

P&Z RECOMMENDATION: On October 3, 2012, the Planning and Zoning Commission recommended approval of the Zoning Map Change HA# H12066, and Minor General Plan Amendment HA# H12067, with the following stipulations:

1. Zoning Map Change from RCU-2A (Residential; Rural; 2 acre min lot size) to a PAD (Planned Area Development) zoning district in accordance with the PAD proposal dated August 9, 2012, and attached exhibits and in accordance with all applicable codes, regulations and ordinance requirements.
2. Minor General Plan Amendment approval.
3. The Development Agreement approved on July 3, 2000, is revoked pursuant to the agreement of the applicant and the county through a resolution passed by the Board of Supervisors concurrent with the approval.
4. Overall housing density for the project shall not exceed 12,500 dwelling units (6500 designated for the Yavapai Ranch Residential District and 6000 total designated for the Village Centers).
5. A Final Site Plan or Final Plat for the first phase to be processed through the public hearing process shall be submitted within seven (7) years of PAD approval and a Final Plat to be recorded and commence development within one (1) year of Final Site Plan or Final Plat approval. Failure to commence development within the above time period shall cause the PAD zoning to become null and void. The recording and development of unsubdivided lands over 36 acres shall not be considered as commence development under the above provision.
6. If the land trade with Prescott National Forest moves forward, a Minor PAD Amendment will be required as long as there is no increase in density from the PAD approval.
7. For lots less than 36 acres, all plats must comply with this PAD and the Subdivision Regulations and all other regulatory requirements in place at the time of submittal of Final Plats, provided that if there are conflicts between the Subdivision Regulations and the other regulatory requirements and this PAD (including the modifications and waivers therein) then the regulations in this PAD shall apply.
8. Prior to the first phase being submitted, a fee area will need to be established and approved by the Board of Supervisors for the additional fees proposed by the applicant in Exhibit J for Williamson Valley Road.



INTEROFFICE
RECORDING REQUESTED BY:
YAVAPAI COUNTY
DEVELOPMENT SERVICES DEPARTMENT
1120 Commerce Drive
Prescott, AZ 86305
November 5, 2012
Page 2

9. In the event the owner of the subject property files a claim under ARS Section 12-1134 regarding this Zoning Map Change, this Zoning Map Change shall be null and void.
10. Waiver of TIA (Traffic Impact Analysis) for PAD approval, but a TIA will be required for development of the Village Centers to determine level of development that will be required for the internal roads.

The vote was 5 to 4. Chairman Kerkman and Commissioners Reilly, Jackson, Stewart, and Wood voted in favor of the recommendation of approval. Commissioners McClelland, Garner, Lindner and Province voted in opposition to the recommendation of approval.

BOS ACTION: On November 5, 2012, the Board of Supervisors voted to approve the Zoning Map Change HA# H12066, and Minor General Plan Amendment H12067, with the following additional stipulations.

11. As projects move forward, a note will be required on the plat and addressed in the letter of intent in regards to all property fencing must conform to the Game and Fish Department's pronghorn friendly fencing guidelines in place at that time.
12. Applicant will not prohibit public access to the public lands.
13. For internal roads used to access 10 or more built homes, an appropriate chemical dust suppressant, as recommended by a licensed Arizona civil engineer, shall be applied and maintained to the road surface for dust abatement purposes.
14. On lots 4 acres or less, greywater systems will be required for exterior landscaping and noted on the plats.
15. Property owner to work with Prescott National Forest, AZ Game and Fish, and County to create a Recreation Access Plans concurrent with development.

The vote was 2 to 1. Chairman Thurman and Supervisor Springer voted in favor of the motion to approve. Supervisor Davis voted in opposition to the motion to approve.




THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE-PRESIDENT

Memorandum

Date: May 24, 2018

To: Navajo Nation Delegates
Navajo Nation Government

From: 
Pearline Kirk, Controller
Office of the Controller

Subject: Legislation 0253-17-Purchase of Property Offered for Sale to NN By the
Owner of 17,554.79 Acres, More or Less, Located within Yavapai
County, Arizona

As of April 30, 2018, there is an available budget within the business unit 415000 of \$2,232,875.23 that is available for purchase of Real Property. 16 NNC § 205 Expenditure of Fund Income would govern this portion as this amount is income that should be used for land acquisition.

The Office of Controller has calculated the unaudited balance of the Land Acquisition fund as of April 30, 2018. The unaudited Unreserved amount in the fund balance is \$115,885,821 (see Exhibit A, footnote 1). 16 NNC § 204 would govern this amount as it would be considered Fund Principal.

If you should have any question please feel free to call me at tribal extension X6125.

CC: Levon Henry, Chief Legislative Counsel, OLS
Bidtah Becker, Division Director, Division of Natural Resources
Shirley McCabe, Sr. Appraiser, NLD

EXHIBIT A

**Land Acquisition Fund
Balance Sheet (Unaudited)
April 30, 2018**

Cash and equivalents	\$ 2,620,299.74
Investments	115,991,876
Accounts Receivable	-
Accrued interest receivable	428,059
Note Receivable	36,932,882
Total assests	<u>155,973,117</u>
 Liabilites:	
Accounts payable and accrued expenses	7,329
Due to other funds	-
Total liabilites	<u>7,329</u>
 Fund balance:	
Nonspendable:	
Permanent fund principal	-
NNGE long-term receivables	36,932,882
Committed for:	
Capital projects	115,885,821 (1)
Other projects	17,320
FY 2018 Budget	3,129,765
Total fund balance	<u>\$ 155,965,789</u>
 Total liabilities & Fund Balance	<u>155,973,117</u>

**Land Acquisition Fund
Income Statement (Unaudited)
7 months ended April 30, 2018**

Revenue:	
Interest and dividends	\$ 3,033,609
Increase (decrease) in fair value of Investments	2,321,972
Other revenue	30,097
Statutory allocation of current year revenues	3,263,209
	<u>8,648,887</u>
 Expenditures:	
Personnel	28,665
Travel	13,992
Lease & Rental	273,297
Contractual Services	219,438
Capital Outlay	30,286,028
Other Expenses	196,416
	<u>31,017,835</u>
 Excess/deficit of revenues over expenditures	<u>(22,368,948)</u>

(1) - Fund balance

R55BU500
NN0002
RWILLIE

NAVAJO NATION
Budget Status Report
As of 4/30/2018

5/24/2018

11:17:36

Account Range	Original Budget	Revised Budget	Actuals	Encumbrances	Budget Available	% Expensed of Total
00530 LAND ACQUISITION FUND						
415000 LAND ACQUISITION						
2000 Expenses						
2001 Personnel Expenses	57,024.00	57,876.00	26,547.98		31,328.02	45.87
3000 Travel Expenses	31,370.00	31,370.00	13,789.34		17,580.66	43.96
4000 Supplies	2,616.00	3,616.00		1,142.66	2,473.34	31.60
5000 Lease & Rental	450,000.00	450,000.00	249,963.99		200,036.01	55.55
5500 Communications & Util	2,418.00	1,566.00			1,566.00	
6000 Repairs & Maintenance	1,000.00	3,129.00			3,129.00	
6500 Contractual Services	403,200.00	1,027,595.24	403,843.98	380,027.33	243,723.93	76.28
7000 Special Transactions	5,415.00	5,415.00	700.66		4,714.34	12.94
9000 Capital Outlay	10,046,476.00	32,530,072.00	30,286,028.03	11,168.74	2,232,875.23	93.14
2000 Expenses	10,999,519.00	34,110,639.24	30,980,873.98	392,338.73	2,737,426.53	91.97
415000 LAND ACQUISITION	10,999,519.00	34,110,639.24	30,980,873.98	392,338.73	2,737,426.53	91.97
00530 LAND ACQUISITION FUND	10,999,519.00	34,110,639.24	30,980,873.98	392,338.73	2,737,426.53	91.97



United States
Department of
Agriculture

Forest
Service

Prescott National Forest

2971 Willow Creek Road
Building 4
Prescott, AZ 86301
928-443-8000
TDD: 928-443-8001
Fax: 928-443-8208

File Code: 5400
Date: March 19, 2018

Dear Mr. Ruskin:

I want to thank you for meeting with me on March 7, 2018 to discuss past and current efforts to resolve the checkerboard ownership pattern we share with the Yavapai Ranch on the Bradshaw/Chino Ranger District. The current ownership pattern creates numerous Forest resource management challenges.

I firmly believe it is in the public interest and consistent with the Prescott National Forest Plan for the Forest Service to work collaboratively to address the management challenges utilizing all tools at our disposal, including purchases, conservation easements, and exchanges. The Prescott National Forest remains interested in acquiring most of the private checkerboard lands that make up Yavapai Ranch. The Prescott National Forest will continue to make resolution of these lands issues a priority. Having said that, I know you are aware that personnel and financial resources for purchases are competed nationally and managed regionally so I cannot guarantee any specific timetable or outcome.

Currently the Prescott National Forest is pursuing funding to directly purchase two of the Yavapai Ranch checkerboard sections. Since you have indicated that you no longer have the time nor resources to do exchanges directly with the Forest, sales by you of large blocks of the ranch to third parties for use in future exchanges or donations is an approach we are open to. The Prescott National Forest is willing to work with other Forests or organizations as needed to resolve the management challenges that checkerboard ownership patterns create.

I look forward to working with you as we continue to seek solutions.

Sincerely,

DALE A DEITER
Forest Supervisor

cc: Tracy Parker – R3 Director of Lands and Minerals



NAVAJO NATION

RCS# 918

Naa'bik'iyati Committee

5/24/2018

02:27:22 PM

Amd# to Amd#

Legislation 0253-17:

PASSED

MOT Jack

Regarding the Purchase of

SEC Damon

Property Offered for Sale to the
NN by Owner of 17,544.79 Acres..

Yea : 12

Nay : 3

Excused : 0

Not Voting : 9

Yea : 12

Begay, NM

Bennett

Filfred

Slim

Begay, S

Chee

Jack

Tso

BeGaye, N

Daniels

Phelps

Yazzie

Nay : 3

Smith

Perry

Brown

Excused : 0

Not Voting : 9

Bates

Damon

Pete

Tsosie

Begay, K

Hale

Shepherd

Witherspoon

Crotty