

**LEGISLATIVE SUMMARY SHEET**

Tracking No. 0308-18

**DATE:** September 10, 2018

**TITLE OF RESOLUTION:** AN ACTION RELATING TO THE NAVAJO NATION COUNCIL; APPROVING THE EXPENDITURE OF FUND PRINCIPAL FOR 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

**PURPOSE:** This legislation will approve the use of Fund principle for the purchase of lands in Yavapai County.

**NOTE:** a two-thirds vote of the full membership of the Navajo Nation Council is required to pass this legislation

**This written summary does not address recommended amendments as may be provided by the standing committee. The Office of Legislative Counsel requests each committee member to review the proposed resolution in detail.**

PROPOSED NAVAJO NATION COUNCIL RESOLUTION  
23<sup>rd</sup> NAVAJO NATION COUNCIL -- Fourth Year, 2018

INTRODUCED BY

  
(Prime Sponsor)

TRACKING NO. 0308-18

AN ACTION

RELATING TO THE NAVAJO NATION COUNCIL; APPROVING THE  
EXPENDITURE OF FUND PRINCIPAL FOR 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 is the governing body of the Navajo Nation. 2 N.N.C. § 102 (A).
- B. 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.
- C. Pursuant to 16 N.N.C. § 4 the Naabik'iyáti' Committee grants final approval for [land] acquisitions of property exceeding \$20,000,000.00 per calendar year. CAU-44-16 (Aug. 10, 2016).
- D. The Naabik'iyáti' 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

1 such acquisition or disposition of real property. See Navajo Nation Land  
2 Acquisition Rules and Regulations, IV(C)(1)(2), RDCO-78-16 (Oct. 25, 2016).

- 3 E. The Land Acquisition Trust Fund principal shall not be expended except by a two-  
4 thirds vote of the full membership of the Navajo Nation Council.

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6 **Section Two. Findings**

7 A. The Navajo Nation Acquisition of Lands Act, 16 N.N.C. §2(A), states “The Navajo  
8 Nation’s major purposes in acquiring new lands shall be to: (5) Provide land  
9 necessary for approved Navajo Nation economic development.” See CAU-44-16.

10 B. The Navajo Nation shall acquire and dispose of real property subject to land  
11 acquisition regulations as approved by the Resources and Development Committee  
12 of the Navajo Nation Council. 16 N.N.C. § 3, CAU-44-16.

13 C. The Resources and Development Committee approved the Navajo Nation Land  
14 Acquisition Rules and Regulations. RDCO-78-16.

15 D. The Naabik’íyáti’ Committee recommended the purchase of the property in Yavapai  
16 County and recommended the expenditure from the Land Acquisition Trust Fund in  
17 the amount of \$49,700,000, plus closing costs and expenses. See NABIMY-34-18.

18 E. The land offered for sale includes Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23,  
19 25, 27, 29, 31, 33, and 35 of T20N, R7W; and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17,  
20 19, 21, and 23 of T19N, R7W, Yavapai County, Arizona. See Map and property  
21 description attached in NABIMY-34-18.

22 F. Funds are available from the FY2017 Land Acquisition Trust Fund Budget Business  
23 Unit 415000 to purchase the property. A copy of the funds availability is attached  
24 as **Exhibit A**.

25 G. The Navajo Nation finds that the acquisition of this property is in the best interest of  
26 the Navajo Nation which will provide land necessary for approved Navajo Nation  
27 economic development.

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29 **Section Three. Approval**

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- A. The Navajo Nation Council hereby approves the expenditure of the Land Acquisition Trust Fund principal and income for the purchase of the 17,544.79 acres, more or less, as described in NABIMY-34-18, 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 directs the Division of Natural Resources Executive Director to initiate and complete the requirements for the purchase of real property on or before November 30, 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.



**THE NAVAJO NATION**

**RUSSELL BEGAYE** CHIEF OF BUREAU T  
**JONATHAN NEZ** CHIEF OF BUREAU RESIDENT

**Memorandum:**

To: Levon Henry, Chief Legislative Counsel  
Office of Legislative Services

From:   
Robert Willie, Accounting Manager  
Office of the Controller

Date: September 7, 2018

Subject: Land Acquisition Trust Fund Balance

Per the request made by your office on August 29, 2018, the Office of Controller has calculated the unaudited balance of the Land Acquisition fund as of August 31, 2018. The unaudited unreserved amount available for use in the fund balance is \$123,358,601. 16 NNC §204 would govern this amount as it would be Fund Principal.

There currently is a budget within the business unit 415000 of \$1,811,385 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.

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

**Un-Audited Land Acquisition Trust Fund  
August 31, 2018**

**EXHIBIT**

**Land Acquisition Fund  
Balance Sheet (Unaudited)  
August 31, 2018**

Cash and equivalents	\$	4,253,989.63
Investments		120,855,562
Accounts Receivable		-
Accrued interest receivable		433,211
Note Receivable		36,622,273
<b>Total assests</b>		<b><u>162,165,036</u></b>
Liabilites:		
Accounts payable and accrued expenses		-
Due to other funds		-
<b>Total liabilites</b>		<b><u>-</u></b>
Fund balance:		
Nonspendable:		
Permanent fund principal		-
NNGE long-term receivables		36,622,273
Committed for:		
Capital projects		123,358,601
Other projects		17,320
FY 2018 Budget		2,166,842
<b>Total fund balance</b>	\$	<b><u>162,165,036</u></b>
<b>Total liabilities &amp; Fund Balance</b>		<b><u>162,165,036</u></b>

**Land Acquisition Fund  
Income Statement (Unaudited)  
11 months ended August 31, 2018**

Revenue:		
Interest and dividends	\$	3,978,801.61
Increase (decrease) in fair value of Investemets		5,941,474.86
Other revenue		43,920.84
Statutory allocation of current year revenues		4,822,408.89
		<u>14,786,606.20</u>
Expenditures:		
Personnel		45,530.85
Travel		21,774.05
Lease & Rental		986,007.50
Contractual Services		284,605.68
Capital Outlay		30,047,196.77
Other Expenses		237,900.60
		<u>31,623,015.45</u>
Excess/deficit of revenues over expenditures		<u>(16,836,409.25)</u>

R55BU500  
 NN0002  
 RW111F

NAVAJO NATION  
 Budget Status Report  
 As of 8/31/2018

9/7/2018

14 45:42

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	48,062.66		9,813.34	83.04
3000 Travel Expenses	31,170.00	30,370.00	21,774.05		8,595.95	71.70
4000 Supplies	2,616.00	1,616.00			1,616.00	
5000 Lease & Rental	450,000.00	1,132,785.00	986,007.50		146,777.50	87.04
5500 Communications & Util	2,418.00					
6000 Repairs & Maintenance	1,000.00					
6500 Contractual Services	403,200.00	1,027,595.24	521,724.34	320,781.78	185,089.12	81.99
7000 Special Transactions	5,415.00	1,815.00	792.47		1,022.53	43.66
9000 Capital Outlay	10,046,476.00	31,858,582.00	30,047,196.77		1,811,385.23	94.31
2000 Expenses	10,999,519.00	34,110,639.24	31,625,557.79	320,781.78	2,164,299.67	93.66
415000 LAND ACQUISITION	10,999,519.00	34,110,639.24	31,625,557.79	320,781.78	2,164,299.67	93.66
00530 LAND ACQUISITION FUND	10,999,519.00	34,110,639.24	31,625,557.79	320,781.78	2,164,299.67	93.66

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'iyáti' 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'iyáti' 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 23<sup>rd</sup> 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 24<sup>th</sup> day of May 2018.

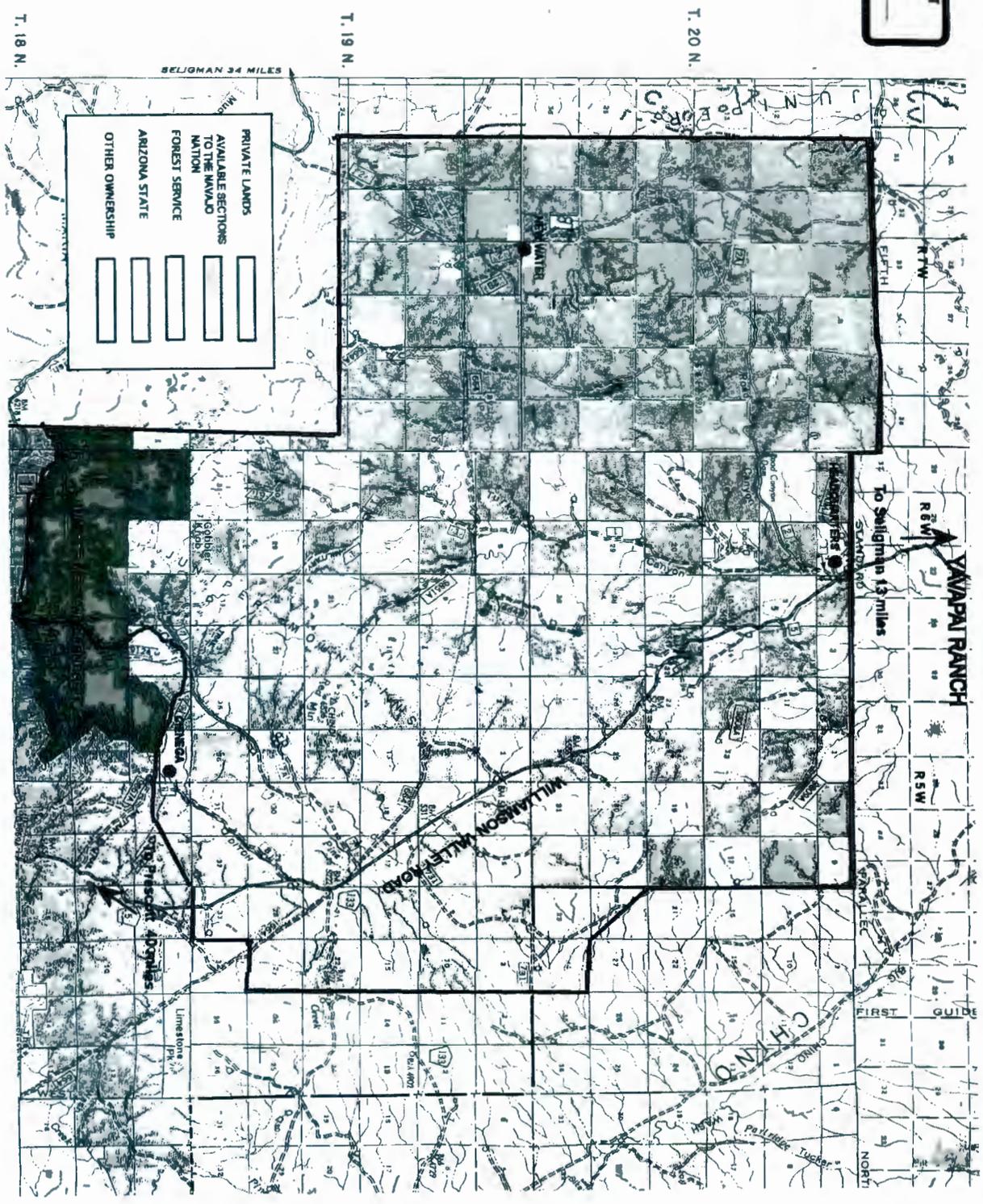


Seth Damon, Chairperson Pro Tempore  
Naabik'iyáti' Committee

Motion: Honorable Lee Jack, Sr.

Second: Honorable Seth A. Damon

Chairperson Pro Tempore Damon not voting



PRIVATE LANDS  
AVAILABLE SECTIONS  
TO THE NAVAJO  
NATION

FOREST SERVICE  
ARIZONA STATE

OTHER OWNERSHIP

YAVAPAI RANCH

To Salgima 13 miles

MILLIMON WILLET ROAD

CHINO

T. 18 N.

T. 19 N.

T. 20 N.

SELIGMAN 34 MILES

R. 18 W.

R. 19 W.

R. 20 W.

FIRST GUIDE

NORTH

# 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.



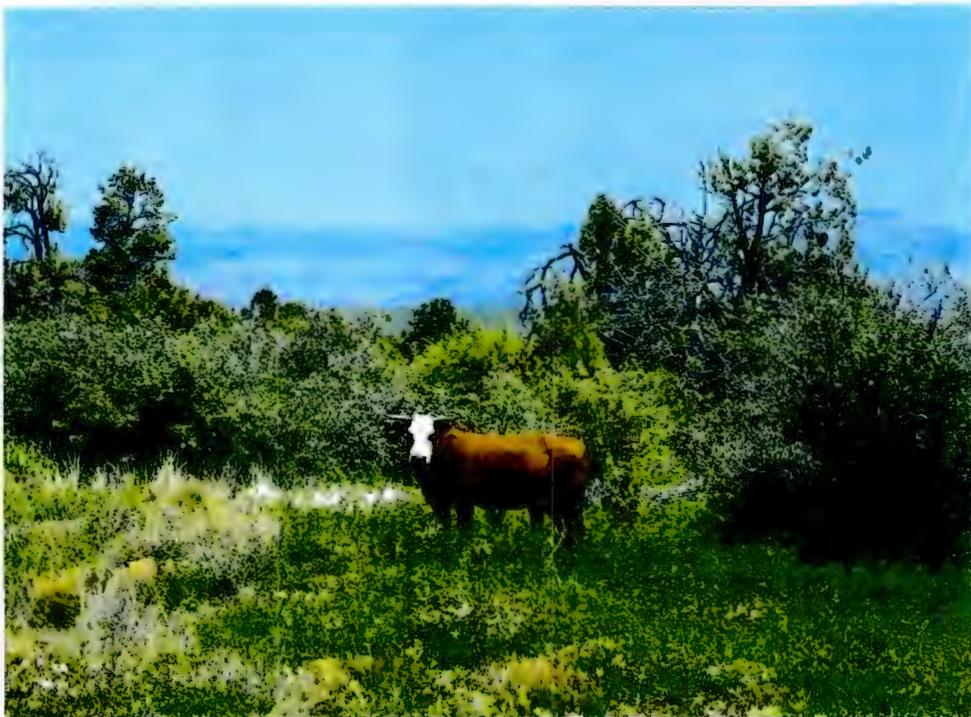
**75-Mile Views across the Ranch**



**Piñon-Juniper Country**



One of the Antelope Valleys



Summer on the Range

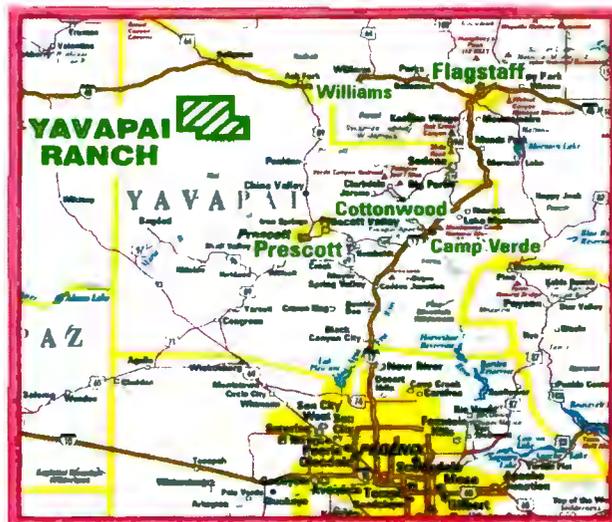
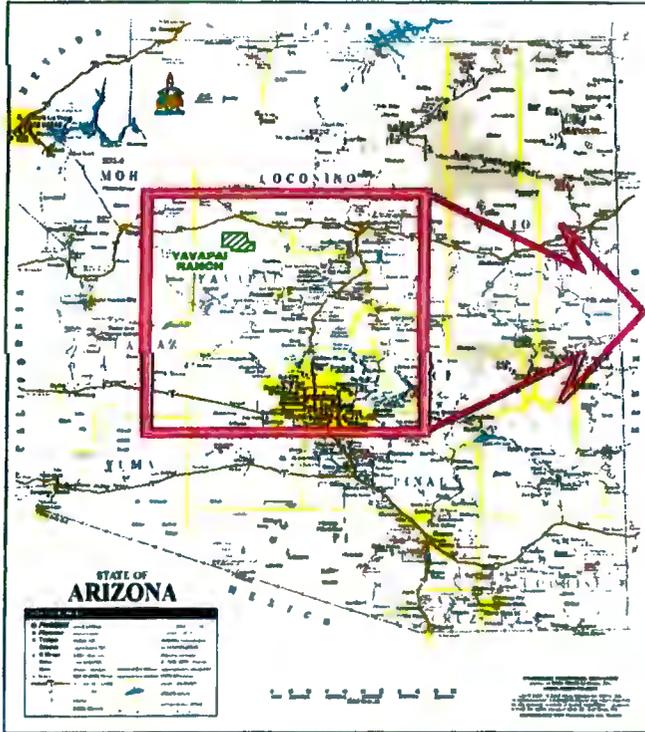


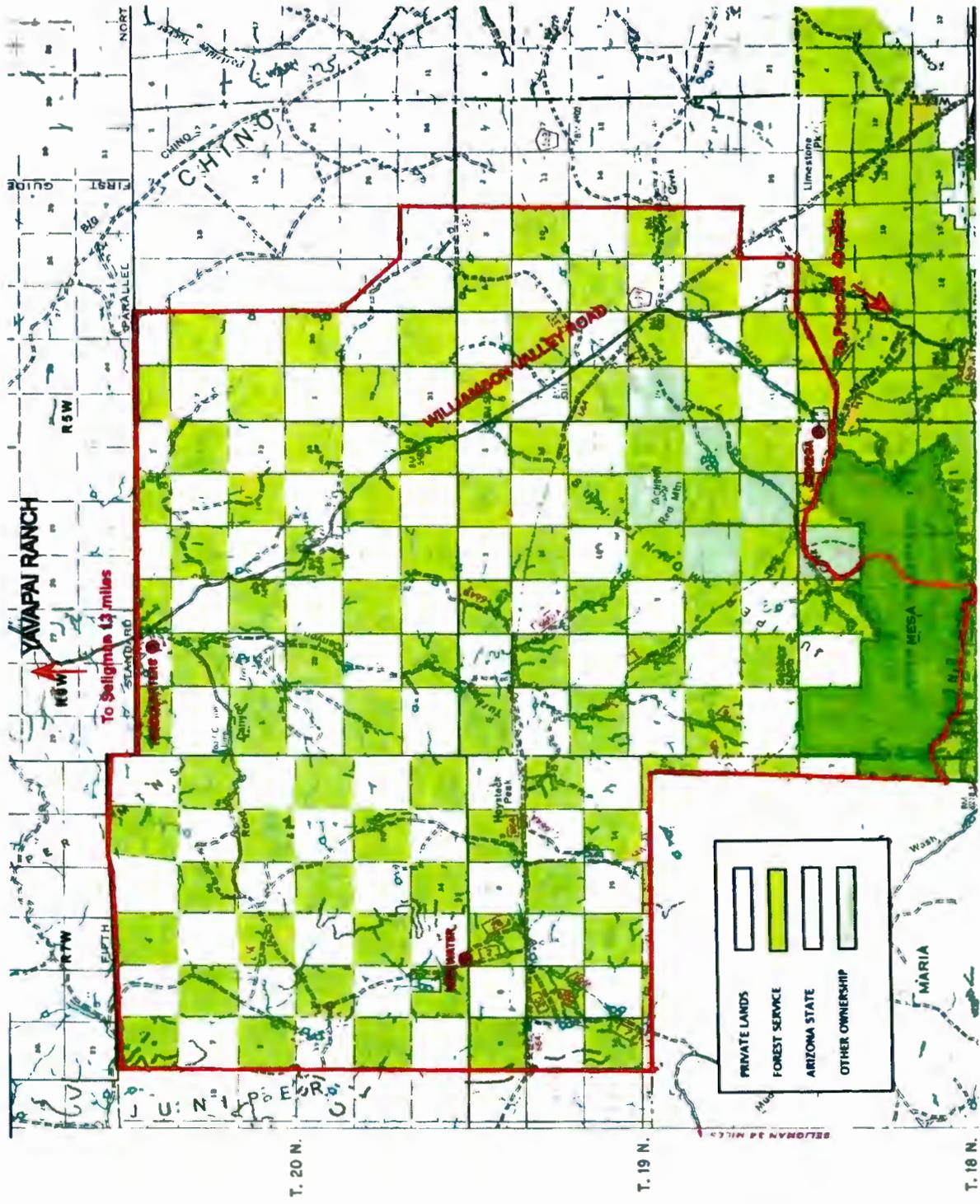
Mule Deer



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](mailto: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.**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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

Authorized Officer or Agent

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.

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**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\jh12  
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.



## WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	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.
<b>What?</b>	<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"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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	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](http://www.oldrepublictitle.com) (Contact Us)

# Yavapai Title Agency, Inc.

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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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 <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
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"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <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"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <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"> <li>• <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></li> </ul>
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"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
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"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

# 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](http://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.



wherefore something between the Atlantic & Pacific Railroad Company and the said E. B. Perrin, made a deed of conveyance conveying large amounts of real land to the said E. B. Perrin, which were situated in the State of Colorado and Territory of Arizona, and which is a deed about 250, 133.37 acres in the aggregate

And whereas, There remains in concept of the lands described to be conveyed by the said Railroad Company to the said Perrin after the execution of said deed, about 25, 000.76 acres

And whereas, The Atlantic & Pacific Railroad Company and the various owners of its property, including the present owner, P. H. Smith, claim and have obtained title in and by the terms of said deed of conveyance or there was conveyed to the said E. B. Perrin certain lands and interests in lands which should have been reserved from said conveyance and which have passed the property of the Atlantic & Pacific Railroad Company.

And whereas An action was afterwards commenced in the District Court of the Territory of Arizona to test the validity of the deed of conveyance made to the said Perrin and to have the same set aside and to have the same cancelled and to have the same set aside by the terms and provisions of the property of the Atlantic & Pacific Railroad Company against the said E. B. Perrin, and the said Robert Perrin, to quiet the title of the said Robert Perrin and to render of the real estate which he had been, as the receiver of the said land, inadvertently or by mistake conveyed to the said E. B. Perrin and by him to the said Robert Perrin.

And whereas, the said E. B. Perrin claims to have certain claims against the Atlantic & Pacific Railroad Company and its receivers, certain of which are of the nature and kind between the Atlantic & Pacific Railroad Company and the said E. B. Perrin as aforesaid,

And whereas, each and all of the parties hereto are desirous of said conveying and having settling the respective claims and interests of the said Robert Perrin and entered into an agreement whereby the

compensed and former satisfied and pacified.

Now, Therefore, Knows all Men by these Presents That he, said father of the first part, in consideration of the several matters and things herebefore 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 and unto Mrs Perrin and Robert Perrin all the real estate situated in the County of Jasper and Territory of Arizona, described as follows.

In Township Decatur  $\langle 17 \rangle$  North, Range Sixty-  
Six  $\langle 66 \rangle$  East: All of Section Three  $\langle 3 \rangle$ , Six hundred and forty  
 $\langle 640 \rangle$  acres, all of Section Five  $\langle 5 \rangle$ , Six hundred and  
forty  $\langle 40 \rangle$  acres, all of Section Seven  $\langle 7 \rangle$ , Six hundred  
and forty  $\langle 40 \rangle$  acres, all of Section Nine  $\langle 9 \rangle$  Six hundred  
and forty  $\langle 40 \rangle$  acres, all of Section Eleven  $\langle 11 \rangle$ , Six  
hundred and forty  $\langle 40 \rangle$  acres, all of Section Thirteen  $\langle 13 \rangle$ ,  
Six hundred and forty  $\langle 40 \rangle$  acres, all of Section Fifteen  $\langle 15 \rangle$ ,  
Six hundred and forty  $\langle 40 \rangle$  acres, all of Section  
Seventeen  $\langle 17 \rangle$ , Six hundred and forty  $\langle 40 \rangle$  acres, all of  
Section Nineteen  $\langle 19 \rangle$ , Six hundred and forty  $\langle 40 \rangle$ -  
acres, all of Section Twenty-one  $\langle 21 \rangle$  Six hundred and  
forty  $\langle 40 \rangle$  acres all of Section Twenty-three  $\langle 23 \rangle$   
Six hundred and forty  $\langle 40 \rangle$  acres, all of Section  
Twenty-five  $\langle 25 \rangle$ , Six hundred and forty  $\langle 40 \rangle$  acres and  
all of Section Twenty-seven  $\langle 27 \rangle$ , Six hundred and forty  $\langle 40 \rangle$  acres  
all of Section Twenty-nine  $\langle 29 \rangle$ , Six hundred and forty  
 $\langle 40 \rangle$  acres

In Township Brighton  $\langle 18 \rangle$  North, Range Six  
 $\langle 6 \rangle$  East.

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

South half, South-east quarter of the North-west quarter and South-west quarter of the South-east quarter of Section Twenty-one 21 > Town Hundred 4400 > acres, all of Section Twenty-nine 29 > Six hundred and forty 640 > acres, all of Section Thirty-one 31 > Six hundred and forty 640 > acres, all of Section Thirty-two 32 > 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 Number 19, Six hundred and forty 640 > acres, all of Section Twenty-one 21 > Six hundred and forty 640 > acres, all of Section Thirty-one 31 > Six hundred and forty 640 > acres.

In Township Nineteen 19 > 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 fifty 150 > acres, and that portion of the East half of Section Thirteen 13 >, not included in the Gage Grant, One hundred and fifty 150 > 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 fifty 150 > 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 fifty 150 > 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 fifty 150 > acres.

In Township Nineteen 19 > North, Range Seven 7 > West: all of Section Four 4 > Six hundred and forty 640 > acres, all of Section Twenty 20 > Six hundred and forty 640 > acres, and all of Section Twenty-one 21 > Six hundred and forty 640 > acres, all of Section Twenty-two 22 > Six hundred and forty 640 > acres, all of Section Twenty-three 23 > Six hundred and forty 640 > acres, all of Section Twenty-four 24 > Six hundred and forty 640 > acres, all of Section Twenty-five 25 > Six hundred and forty 640 > acres, all of Section Twenty-six 26 > Six hundred and forty 640 > acres, all of Section Twenty-seven 27 > Six hundred and forty 640 > acres, all of Section Twenty-eight 28 > Six hundred and forty 640 > acres, all of Section Twenty-nine 29 > Six hundred and forty 640 > acres, all of Section Thirty 30 > Six hundred and forty 640 > acres, all of Section Thirty-one 31 > Six hundred and forty 640 > acres, all of Section Thirty-two 32 > Six hundred and forty 640 > acres, all of Section Thirty-three 33 > Six hundred and forty 640 > acres, all of Section Thirty-four 34 > Six hundred and forty 640 > acres, all of Section Thirty-five 35 > Six hundred and forty 640 > acres, all of Section Thirty-six 36 > Six hundred and forty 640 > acres, all of Section Thirty-seven 37 > Six hundred and forty 640 > acres, all of Section Thirty-eight 38 > Six hundred and forty 640 > acres, all of Section Thirty-nine 39 > Six hundred and forty 640 > acres, all of Section Forty 40 > Six hundred and forty 640 > acres.



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In Township Eighteen 217 North, Range Nine  
297 West.

All of Section Nineteen 217, Six hundred and  
forty 640 acres, all of Section Twenty one 201, Six  
hundred and forty 640 acres, all of Section Twenty three  
23 Six hundred and forty 640 acres, all that portion of  
the West half of the West half of Section Twenty four 204  
outside of the Bosa Grant, one hundred and thirty six and  
eighty eight one hundred and thirty six 136.88 acres, all of Section  
Twenty seven 27, Six hundred and forty 640 acres  
all of Section Twenty nine 29 Six hundred and forty 640  
acres, all of Section Thirty one 31, Six hundred and forty 640  
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 217 North, Range Nine  
297 West.

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

The foregoing lands lie North and West of the  
Yale and Salt River Commercial Gas Line and location  
as shown, as shown on the plat, more or less, Six  
hundred and sixty seven and eighty six hundred and  
thirty six 667.86 acres. A portion of the above described lands are  
within the preliminary limits of the Grant to the Atlantic &  
Pacific Railroad Company, and, also, a portion of the above  
described lands are reserved, east of the reservation,  
Section 20 is estimated to contain Six hundred and forty 640  
acres.

See all that certain real estate interests at Williams,  
Oregon, Territory, and which is now occupied by the manager  
of the Yale and Salt River Commercial Gas Line, and which is described as  
follows to wit:

Beginning at the corner between Section Twenty  
eight 28, Twenty nine 29, Thirty two 32 and Thirty  
three 33, in Township Twenty two 22 North, Range Two 22  
West of the Yale and Salt River Commercial and mining location

the line between Section Twenty-eight (28) and Section nine (9) for a distance of two hundred and seventy (270) feet, to a point where the line between Section Twenty-eight (28) and Section nine (9) intersects the North boundary line of the Atlantic & Pacific Railroad Company Station Ground at Hillman, Arizona; 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 Section Twenty-nine (29) and Thirty-two (32), thence South along the line between Section Twenty-nine (29) and Thirty-two (32) for a distance of six hundred and seventy-five (675) feet, to the point of beginning Two and fifteen one hundredths (2.15) acres.

Assuming however to be said Atlantic and Pacific Railroad Company all that portion of the land herein described (if there be any such) which lies within lanes known parallel with and one hundred feet in width on each side of the center line of its railroad, as now constructed, or hereafter to be constructed, and any greater width where necessary, 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 Hillman, Arizona; also reserving the right of way for a pipe line or hose twenty-five feet in width; also the right of way to an 8' in diameter or hole 4' by 4' 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, from the junction of converging water for the use or uses of said Atlantic and Pacific Railroad from any spring, creek or river or from any well or cistern or other source of water supply which it has now or may hereafter construct or acquire.

Further and to have the said premises, with the appurtenances unto the said A. B. Perrin and Robert Perrin,

their heirs and assigns forever

In consideration of the above and foregoing  
recitals and agreements and the fact of the first parties, the  
fact of the second fact hereby to wit, all, except, 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 first clearance sale to be had under  
decrees 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 Cochise 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  
(21), six hundred and forty (640) acres, all of Section  
Twenty-one (21), six hundred and two (602) acres,  
the North half of Section Thirty-one (31). There here said  
and fourteen and thirty-seven and 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 (8) West:

All of Section Twenty, same (20), six hundred and  
forty (640) acres, all of Section Twenty-one (21), six  
hundred and forty (640) acres, all of Section Twenty-two (22),  
six hundred and forty (640) acres, and all of  
Section Thirty-three (33), six hundred and forty (640) acres.

The above described lands lie North & S. of the  
Gila and Salt River Principal Gage Line and Meridian  
and contain Two thousand, one hundred and fifty seven and  
hundredths (2,101.57) 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 Five (5) East of  
the T & A and S & A River Meridian, and running S. 60° E.  
one thousand (1,000) feet; thence S. 70° E. 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 & 78.46 acres, together with  
all necessary right of way for the purpose of access to  
the same for the purpose of logging paper remaining from any  
point on the land last above described to such point at the  
station at Williams on the said C. & N. Route, Receiver of the  
Atlantic & Pacific Railroad Company and its prospects, or  
his successor or successors from any time herein.

Also the North-east quarter of Section Three & 3<sup>d</sup>  
Township, Twenty-one & 21<sup>st</sup> North, Range one & 1<sup>st</sup> East,  
Yala and Salt River Base Line and Meridian, containing  
One hundred and seventy and eighty-one one-hundredths  
& 79.00 acres, and all the rights and title the portion of the  
second part here to the S. E. 1/4 of Section 34 in Township  
22 North, Range one & 1<sup>st</sup> East, Yala and Salt River  
Principal Base Lines and Meridian in which a portion  
of Super Bond is located.

As to all the surplus water not used by the  
portion 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  
well known as "Crane Hill" in Section 35, Township  
22 North, Range 3 East of the Yala and Salt River Principal  
Base Lines and Meridian.

To have and to hold the said premises, with the  
appurtenances, unto the said C. & N. Route as such Receiver, his  
successors and assigns forever.

It is mutually agreed that none of the parties hereto  
shall 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 Fourth Judicial 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 such action.

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

*J. H. G.*  
*Deed*

Atlantic & Pacific Railroad Company  
By *Alfred F. Walker*  
President

attest:

*H. H. Gardner*  
Secretary

*C. H. Smith*  
Recorder of the deeds of  
the Atlantic & Pacific Railroad  
Company.

*E. P. Carran*  
*Edw. M. Amis*  
*Robert Amis*

State of New York  
County of New York ss.

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 *Alfred 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 acknowledged that they signed sealed and executed the said instrument of writing as their free and voluntary act, and as free and 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 affixed my official seal this 15th day of October A. D. 1896.

*J. H. G.*  
*Deed*

*Alfred F. Walker*  
Notary Public  
Hempstead Harbor, N. Y.  
Certificate filed in No. 11  
York County.

My commission expires March 30, 1898.

SANTA FE PACIFIC R. R. CO.

Deed File No. 2563

Return to ASST. SECRETARY TOPEKA, KANSAS

Form 1728 ARIZONA.

APPROVED BY JEREMIAH BELCHER.

THIS INSTRUMENT, Made this eleventh 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 HENRY C. J. J. BISHOP of the County of Yavapai State of Arizona party of the second part, and hereinafter designated the second party first

F. W. BISHOP, 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:

SIXTH AND SAULT RIVER MERIDIAN - ARIZONA.

Township thirteen North of Range seven East:

Section two, 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 seven, and section thirteen, containing six hundred forty acres.

Containing in the aggregate two thousand, five hundred seventy and seventy-five 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 Atchafalaya, 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 Atchafalaya, 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 Atchafalaya, Topeka and Santa Fe Railway Company or its successors or assigns, may at any time hereafter, desire to construct

wire lines, all or water pipe lines, roadways, ditches, flumes or aqueducts, or locate or set well, ditches, 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 appurtenant for the construction of such or set and ballast pits and quarries and the taking of material therefrom for railroad purposes, may be percolated 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 each Company paying or offering to pay to the second party, his, her, heirs 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, heirs 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, his or assigns heirs and assigns, that it is lawfully seized of the aforesaid real property and that the same is free and clear of all encumbrances 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 fall, 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 amount of damages or account thereof, as well as for the breach of any covenant or warranty contained in this deed another 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 breach 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 00/100 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.

(CORPORATE SEAL) SANTA FE PACIFIC RAILROAD COMPANY,  
By E. S. STOKES, President.

ATTEST:  
E. L. Copeland,  
Assistant Secretary.

(U.S. T. & M. STS. \$4.00  
S. F. T. & P. Co. 11/2/20)

STATE OF ILLINOIS,  
County of Cook, ) ss.  
I, E. S. STOKES,  
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) Nelson V. Willard  
My commission expires October 4, 1922. Notary Public.

STATE OF ARIZONA,  
COUNTY OF MARICOPA ) ss.  
I, 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. W. Edinow  
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 136 of Deeds, Pages 172-173, Records of Yavapai County, Arizona.  
(SEAL) FRANK CHAPMAN,  
County Recorder.

By \_\_\_\_\_  
Deputy Recorder

... beginning at a point on the northerly boundary line of Section Eleven (11), Township Fifteen (15) North, Range Seven (7) East a distance of Two Thousand Nine Hundred Eighty (2980) feet more or less; and running thence South 21° 30' East a distance of Four Thousand Four Hundred Thirty One (4431) feet more or less, to a point on the easterly boundary line of said Section Eleven (11) from which the Southeast (SE) corner of said Section Eleven (11) bears South 0° 12' East a distance of One Thousand Four Hundred Seven (1407) feet more or less.

ALSO beginning at a point on the northerly boundary line of Section Thirteen (13), Township Fifteen (15) North, Range Seven (7) East of the G. & S. N. W. from which the Northwest (NW) corner of said Section Thirteen (13) bears North 89° 25' East a distance of Eight Hundred Fifty (850) feet more or less; and running thence South 21° 30' East a distance of Four Thousand Forty Two (4042) feet more or less, to a point on the southerly boundary line of said Section Thirteen (13) from which the Southeast (SE) corner of said Section Thirteen (13) bears North 89° 25' East a distance of One Thousand Five Hundred Fifty Seven (1557) feet more or less.

- 2. Said transmission line, when erected, shall be confined to lands within 50 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 and use said transmission line and to remove obstructions interfering therewith, and the right to permit the attachment of wires of others. Vendor reserves the right to subdivide, use and occupy said premises for any purpose consistent with the rights and privileges herein 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 no 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, 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 & 00/100 Dollars (\$1,337.00); provided, however, that it is understood and agreed that damage to trees, seedlings, vines and crops of whatever 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 damage occurs.
- 6. No member of or Delegate to Congress or Assistant 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) 31-66 amended FE 11/7/49 R/W)

THE UNITED STATES OF AMERICA  
MAR 29 1949 By S. A. McWilliams  
Project Engineer

Hattie Stringfield  
Hattie Stringfield

State of Arizona }  
County of Yavapai } ss.

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

F. C. Bauer  
Notary Public

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.

Deputy Recorder.

(SEAL)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Contract and Grant of Easement  
CONTRACT SYMBOL & NO.  
161-1004

THIS CONTRACT, made this 12th day of June, 1949, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 286) and acts amendatory thereof or supplementary thereto, and particularly pursuant to the Act of Congress approved August 20, 1936 (49 Stat., 1022, 1023), between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, and COMMON LIGHTS 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, structures, 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) East 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 Seven (7) East of the Gila and Salt River Meridian.

The Northwest Quarter (NW 1/4) of Section Seven (7), the Northeast Quarter (NE 1/4) of Section Thirteen (13), all of Section Twenty-one (21), the Southwest Quarter (SW 1/4) of Section Twenty-three (23), Township Fifteen (15) North, Range Seven (7) East of the Gila and Salt River Meridian.

An easterly line of the route of said line of towers and wires to be erected across said lands shall be as follows: Beginning at a point on the westerly boundary line of Section Seven (7) Township Fifteen (15) North, Range Seven (7) East of the G. & S. N. W. 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° 36' East a distance of Five Thousand Two Hundred Eight (5208) feet more or less, to a point on the easterly 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 southerly boundary line of Section Five (5) Township Fifteen (15) North, Range Seven (7) East of the G. & S. N. W. from which the Southeast (SE) corner of said Section Five (5) bears North 89° 25' East a distance of Eight Hundred Fifty Five (855) feet more or less; and running thence

North 88° 38' 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 Five (5) Township Nineteen (19) North, Range Seven (7) East of the G. & S. R. R. at a point on the Easterly boundary line of said Section Five (5) from which the Northwest (NW) corner of said Section Five (5) bears North 0° 11' East a distance of Forty Three (43) feet more or less, and runs thence North 89° 34' East a distance of One Thousand Seven Hundred Ninety Six (1796) feet more or less, to a point on the Easterly boundary line of said Section Five (5) from which the Northeast (NE) corner of said Section Five (5) bears North 88° 57' East a distance of Three Thousand Three Hundred Fifty Seven (3357) feet more or less.

USO beginning at a point on the Easterly boundary line of Section Three (3) Township Nineteen (19) North, Range Seven (7) East of the G. & S. R. R. from which the Southwest (SW) corner of said Section Three (3) bears North 0° 08' East a distance of Five Thousand Three Hundred Eighty One (5381) feet more or less, to a point on the Easterly boundary line of said Section Three (3) from which the Northeast (NE) 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 Easterly boundary line of Section One (1) Township Nineteen (19) North, Range Seven (7) East of the G. & S. R. R. 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, Two (2252) feet more or less, thence North 86° 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) East of the G. & S. R. R. from which the Northeast (NE) corner of said Section Seven (7) bears North 0° 08' West a distance of Two Hundred Five (205) 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) East of the G. & S. R. R. 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 88° 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 88° 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 88° 42' West a distance of Two Hundred Eighty (280) feet more or less.

ALSO beginning at a point on the Easterly boundary line of Section Five (5) Township Nineteen (19) North, Range Six (6) East of the G. & S. R. R. from which the Northwest (NW) corner of said Section Five (5) bears North 0° 08' East a distance of Four Hundred Fifty Nine (459) feet more or less, and running thence South 88° 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 Five (5), from which the Northeast (NE) corner of said Section Five (5) bears North 0° 08' East a distance of One Thousand Three Hundred Twenty Seven (1327) feet more or less.

ALSO beginning at a point on the Easterly boundary line of Section Eleven (11) Township Nineteen (19) North, Range Six (6) East of the G. & S. R. R. from which the East Quarter (EQ) corner of said Section Eleven (11) bears South 0° 01' East a distance of Two Hundred Fifty Six (256) 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) East of the G. & S. R. R. from which the Northeast (NE) corner of said Section Thirteen (13) bears North 89° 43' 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) East of the G. & S. R. R. 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.

USO beginning at a point on the Easterly boundary line of Section Seventeen (17) Township Nineteen (19) North, Range Five (5) East of the G. & S. R. R. 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 81° 38' East a distance of Three Thousand One Hundred Sixty One (3161) feet more or less, to a point on the Southerly boundary line of said Section Seventeen (17) from which the South Quarter (SQ) corner of said Section Seventeen (17) bears South 88° 45' East a distance of One Hundred Thirty Four (134) feet more or less.

ALSO beginning at a point on the Easterly boundary line of Section Twenty-one (21) Township Nineteen (19) North, Range Five (5) East of the G. & S. R. R. from which the East Quarter (EQ) 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 81° 38' East a distance of One Thousand Twenty Six (1026) feet more or less, and running thence South 84° 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 88° 57' East a distance of Seventy Four (74) feet more or less.

ALSO beginning at a point on the Easterly boundary line of Section Twenty-seven (27) Township Nineteen (19) North, Range Five (5) East of the G. & S. R. R. 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 88° 38' 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 87° 48' 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 100 feet of either side of the hereinafter 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. 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, cease and determine. The United States shall see 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, all and gas pipelines, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.

(43)

B. A complete consideration for the above grant of easement, the United States agree to pay Under the sum of Ten Thousand Four Hundred Forty Five & 40/100 Dollars (\$2,445.40); provided, however, that it is understood and agreed that damage 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 damage occur.

C. 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 \$2.75 canceled  
C L Co 4/13/88 R/C)

MAY 29 1930

THE UNITED STATES OF AMERICA  
By S. A. McWilliams  
Project Engineer  
CONVE LIVESTOCK COMPANY,  
a corporation  
By B. Ray Cowden  
By C. A. Clements

STATE OF ARIZONA } SS  
County of Maricopa

On this 18th day of June, in the year 1930, before me <sup>by</sup> Toy R. Huddleston, a Notary Public in and for the County and State aforesaid, personally appeared B. Ray Cowden 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 R. Huddleston  
Notary Public.

(NOTARIAL SEAL)  
My Commission Expires: January 7, 1930.

Filed and recorded at request of Bureau of Reclamation June 19 A. D. 1930 at 2:00 o'clock A. M. Book 194 of Deeds Page 42-44, Records of Yavapai County, Arizona.

GRACE CHAPMAN  
County Recorder.

By S. A. McWilliams  
Project Engineer

(SEAL)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GREGORY M. BARKER DENITROFF and G. E. B. WILLIAMS, as Trustees for MARK ELLIOTT 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 DENITROFF and SARAH M. DENITROFF, 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:

1. A strip of land approximately 1,000 feet long and 500 feet wide, and being the East 667 feet of the Bell No. 2 Placer Mining Claim, and the East 543 feet of the Jinks No. 2 Placer Mining Claim, in the Big Bag Mining District, all lying South of the railroad 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 strip being more particularly described as follows:

Beginning at a point marked on the Northwest side P. S. No. 2 and being Corner No. 2 of said Bell No. 2 Placer Claim, said point is also marked on the Northwest side Jnk. No. 2, and is also Corner No. 2 of the said Jinks No. 2 Placer Claim, both of which claims were patented under U. S. Survey or Lot No. 1283; thence Easterly along the southerly line of said Jinks No. 2 Placer Claim a distance of 543 feet to a point; thence Northerly at right angles to the last mentioned line to the right-of-way of the P. & E. R. R.; thence Easterly 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 Placer Claim, and at right angles to same a distance of 667 feet from point of beginning; thence Easterly along said southerly boundary line of said Bell No. 2 Placer Claim, a distance of 667 feet to place of beginning.

Also the whole of the Unpatented Placer Mining Claim, the "Right", in said Big Bag 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 thereto in anywise belonging unto the said grantees, unto their heirs and assigns forever.

And to 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 whatsoever, lawfully claiming or to claim hereof.

WITNESS our hand this 18th day of June, 1930.

Gregory M. Barker Trustee  
C. E. B. Williams

STATE OF ARIZONA } SS  
County of Yavapai

Before me, the undersigned Notary Public, on this day personally appeared GREGORY M. BARKER DENITROFF and G. 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 ELLIOTT BARKER, a minor, and that they executed the foregoing Warranty Deed for the purpose and consideration therein expressed.

WITNESS under my hand and seal of office this 18th day of June, 1930.

Charles S. Steamer  
Notary Public.

By Commission Expires: May 21st, 1931. (NOTARIAL SEAL)

Filed and recorded at request of Francis M. Denitroff June 19 A. D. 1930 at 10:00 o'clock A. M. Book 194 of Deeds Page 44, Records of Yavapai County, Arizona.

GRACE CHAPMAN  
County Recorder.

By S. A. McWilliams  
Project Engineer

(SEAL)



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The said boundary line commences at a point in the  
containing 2.6 acres more or less.

Beginning at a point in the County boundary line of Section  
Seven (7), Township Ninety (90) North, Range Seven (7) West of Range  
A. B. & C. N. 2, from which the Northwest corner of said Section Seven  
(7) bears North 89° 02' East a distance of 100 feet to the  
East side of Lane, and crossing same South 89° 02' East the distance  
Eighty Five (85) feet to the center of the Eastern Half of the  
Eight (8) feet wide Lane, and from the center of the Eastern Half of the  
Eight (8) feet wide Lane South 89° 02' East the distance of 100 feet to the  
North 89° 02' East corner (7) East side of Lane, in the point of beginning,  
containing 2.6 acres more or less.

Also beginning at a point in the County boundary line of  
Section Seven (7), Township Ninety (90) North, Range Seven (7) West  
of the A. B. & C. N. 2, from which the Northwest corner of said  
Section Seven (7) bears North 89° 02' East a distance of 100 feet to the  
East side of Lane, and crossing same South 89° 02' East the distance  
Eighty Five (85) feet to the center of the Eastern Half of the  
Eight (8) feet wide Lane, and from the center of the Eastern Half of the  
Eight (8) feet wide Lane South 89° 02' East the distance of 100 feet to the  
North 89° 02' East corner (7) East side of Lane, in the point of beginning,  
containing 2.6 acres more or less.

Also beginning at a point in the County boundary line of  
Section Nine (9), Township Ninety (90) North, Range Seven (7) West  
of the A. B. & C. N. 2, from which the Northwest corner of said  
Section Nine (9) bears North 89° 02' East a distance of 100 feet to the  
East side of Lane, and crossing same South 89° 02' East the distance  
Eighty Five (85) feet to the center of the Eastern Half of the  
Eight (8) feet wide Lane, and from the center of the Eastern Half of the  
Eight (8) feet wide Lane South 89° 02' East the distance of 100 feet to the  
North 89° 02' East corner (9) East side of Lane, in the point of beginning,  
containing 2.6 acres more or less.

Created in the County of  
Dawson



Section Seven (7), Township Thirteen (13) North, Range Six (6) East of the G. & N. R., Sec. 14, T. 13 N., R. 6 E., S. 23. From the Northwest corner of said Section Seven (7) bears North 75° 50' East a distance of One Thousand Seven Hundred Thirty Six (1736) feet more or less, and ending there North 50° 25' East One Hundred Seven (107) feet, thence South 79° 24' East Two Hundred Fifty Two (252) feet, thence South 65° 00' East Three Hundred Thirty (330) feet more or less, to the point of beginning, containing 146 acres more or less.

Also beginning at a point in Section Seven (7), Township Thirteen (13) North, Range Six (6) East of the G. & N. R., Sec. 14, T. 13 N., R. 6 E., from the Northwest corner of said Section Seven (7) bears North 75° 50' East a distance of One Thousand Seven Hundred Thirty Six (1736) feet more or less, and ending there North 50° 25' East One Hundred Seven (107) feet, thence South 79° 24' East Two Hundred Fifty Two (252) feet, thence South 65° 00' East Three Hundred Thirty (330) feet more or less, to the point of beginning, containing 146 acres more or less.

Also beginning at a point in Section Seven (7), Township Thirteen (13) North, Range Six (6) East of the G. & N. R., Sec. 14, T. 13 N., R. 6 E., from the Northwest corner of said Section Seven (7) bears North 75° 50' East a distance of One Thousand Seven Hundred Thirty Six (1736) feet more or less, and ending there North 50° 25' East One Hundred Seven (107) feet, thence South 79° 24' East Two Hundred Fifty Two (252) feet, thence South 65° 00' East Three Hundred Thirty (330) feet more or less, to the point of beginning, containing 146 acres more or less.

Also beginning at a point in Section Seven (7), Township Nineteen  
 (18) North, Range Six (6) West of the G. & S. R. N. & N., from which the  
 Northwest corner of said Section Seven (7) bears North  $82^{\circ} 23'$  East a dis-  
 tance of One Thousand One Hundred Eighty Six (1186) feet more or less;  
 and running thence South  $86^{\circ} 30'$  West Two Hundred Thirty Eight (238) feet  
 more or less; and thence South  $83^{\circ} 16'$  West Fifty One (51) feet  
 more or less; and thence South  $80^{\circ} 52'$  West 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 Nineteen  
 (19) North, Range Six (6) West of the G. & S. R. N. & N., from which the  
 Northwest corner of said Section Seven (7) bears North  $82^{\circ} 23'$  East a dis-  
 tance of One Thousand One Hundred Eighty Six (1186) feet more or less;  
 and running thence South  $86^{\circ} 30'$  West Two Hundred Thirty Eight (238) feet  
 more or less; and thence South  $83^{\circ} 16'$  West Fifty One (51) feet  
 more or less; and thence South  $80^{\circ} 52'$  West One Hundred Twenty Seven (127)  
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Also beginning at a point in Section Seven (7), Township Nineteen  
 (19) North, Range Six (6) West of the G. & S. R. N. & N., from which the  
 Northwest corner of said Section Seven (7) bears North  $82^{\circ} 23'$  East a dis-  
 tance of One Thousand One Hundred Eighty Six (1186) feet more or less;  
 and running thence South  $86^{\circ} 30'$  West Two Hundred Thirty Eight (238) feet  
 more or less; and thence South  $83^{\circ} 16'$  West Fifty One (51) feet  
 more or less; and thence South  $80^{\circ} 52'$  West 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 Nineteen  
 (19) North, Range Six (6) West of the G. & S. R. N. & N., from which the  
 Northwest corner of said Section Seven (7) bears North  $82^{\circ} 23'$  East a dis-  
 tance of One Thousand One Hundred Eighty Six (1186) feet more or less;

SEE 20 PAGE 129

SEE 23 PAGE 454



Also beginning at a point in the westerly boundary line of Section Seven (7), Township Nineteen (19) North, Range Six (6) East of the G. & S. R. R., from which the Northwest corner of said Section Seven (7) bears North 89° 50' East a distance of Seven Hundred Thirty Seven (737) feet more or less and running thence South 07° 30' West the Hundred Ninety (190) feet, thence South 89° 50' East Fifty One (51) feet, thence South 07° 30' West the Hundred Ninety Feet (190) feet, thence North 07° 30' East or less, to the point of beginning, containing 0.5 acre more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) East of the G. & S. R. R. from which the Northwest corner of said Section Seven (7) bears North 89° 50' East a distance of Two Hundred Forty Four (244) feet more or less and running thence South 85° 20' West Fifty Seven (57) feet, thence North 07° 30' West Fifty (50) feet, thence South 89° 50' East One Hundred Thirty Four (134) feet, thence South 85° 20' West Seventy Six (76) feet, thence North 85° 20' West One Hundred Thirty Five (135) feet, thence North 07° 30' East the Hundred Thirty Three (133) feet, thence South 07° 30' East the Hundred Twenty (120) 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 Five (5), Township Nineteen (19) North, Range Six (6) East of the G. & S. R. R., from which the Southwest corner of said Section Five (5) bears South 00° 00' East a distance of One Hundred Seventy Seven (177) feet more or less and running thence North 00° 00' East Fifty Five (55) feet, thence South 86° 13' West the Hundred Thirty Eight (138) feet, thence South 89° 30' East Two Hundred Six (206) feet, thence South 09° 40' West Seventy Six (76) feet, thence North 89° 30' East the Hundred Forty (140) feet, thence North 86° 13' West the Hundred Nine (109) 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) East of the G. & S. R. R., from which the Northwest corner of said Section Nine (9) bears North 80° 00' East a distance of Three Hundred Seventy Six (376) feet more or less and running thence South 81° 00' East Three Hundred Seventy Five (375) feet, thence South 80° 00' East One Thousand Fifty Four (1504) feet, thence South 87° 45' East Forty Four (44) feet, thence North 80° 00' East the Thousand Four Hundred Seventy Three (1473) feet, thence North 80° 00' West Twenty Two (22) feet more or less, to the point of beginning, containing 0.5 acre more or less.

20 sec 131

23 sec 456





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2. The grant of easement herein shall include the right to enter upon said premises, together with any other lands owned, controlled and operated by said utility, for the purpose of installing, maintaining, repairing, replacing, removing, or otherwise using any equipment, apparatus, or structure necessary for the transmission, distribution, or use of electric energy, and for the purpose of installing, maintaining, repairing, replacing, removing, or otherwise using any other equipment, apparatus, or structure necessary for the transmission, distribution, or use of electric energy, and for the purpose of installing, maintaining, repairing, replacing, removing, or otherwise using any other equipment, apparatus, or structure necessary for the transmission, distribution, or use of electric energy.

3. The grant of easement herein shall include the right of way for highways, roads, railroads, and for gas pipelines, canals, laterals, ditches, electrical transmission lines, and telephone lines crossing any part of the above described land.

4. As complete consideration for the above grant of easement, the United States agrees to pay to said utility the sum of                      Dollars (\$                    ), provided, however, that it is understood and agreed that damage to trees, buildings, crops and crops of whatever nature, caused by construction of said transmission line across road shall be compensated for separately by the owner of an easement to be made by the Bureau of Reclamation, and that said damage cover...

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... shall be deemed to have been made a part of this instrument or to any benefit which any other person...  
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

YARVIS BARK CORP.,  
a corporation

JOHN LITTLEWOOD CORP.,  
a corporation

By [Signature]

By [Signature]

By [Signature]

By [Signature]

STATE OF ARIZONA

County of MARICOPA

On this 23rd day of July in the year 1953,  
I, [Signature],  
a Notary Public in and for the County and State aforesaid, personally  
appeared [Signature], known to me to be the  
President and Director of the corporation that  
executed the within instrument, and by the person 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.



[Signature]  
Notary Public

NOT 20-135

NOT 23-140

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STATE OF \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

appeared \_\_\_\_\_

President of \_\_\_\_\_

executed the above \_\_\_\_\_

which instrument is hereby \_\_\_\_\_

to be filed with \_\_\_\_\_

in \_\_\_\_\_

\_\_\_\_\_



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

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  
Grantor(s) do hereby grant and convey to ARIZONA PUBLIC SERVICE COMPANY (hereinafter called "Company"), its successors and assigns, an easement 10ft (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 Toups County, Arizona, and are described as follows:

The West Half of Section Seventeen (17), Township Twenty (20) North, Range Seven (7) West of the 6th and Salt River Base and Meridian, Toups County, Arizona.

Said Easement to be 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 5273.50 feet to a Point on the North Line of said Section 17.

STATE OF ARIZONA, County of Toups, 11-499  
I do hereby certify that the within instrument was filed and recorded in the name of E. Ray Condon and Ruth Reed Condon  
on March 19 A.D. 1955 at 9:30 o'clock AM of the day 1955 at 7:30 o'clock PM  
Page 95 Books of Toups County Arizona  
Witness my hand and official seal this one and one day of March 1955  
James E. McHenry County Recorder

Together with the right to replace, repair, replace, maintain, and remove said lines and appurtenant facilities from and premises to add to or alter said lines and facilities at any reasonable time, and to begin, terminate, any time or should that in the judgment of the Company may interfere with the construction, operation or maintenance of said lines and/or facilities, with access to said easement and across therefrom to permit normal operations of the Company, in connection with said lines and/or facilities, and to permit the installation of poles, wires, 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 other work 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.

Witness my hand and official seal this 3-7-55  
E. Ray Condon  
Ruth Reed Condon  
E. Ray Condon  
Ruth Reed Condon

Witness:  
Richard Wright

STATE OF Arizona  
County of Toups  
This instrument was acknowledged before my this 19 day of March 1955  
by E. Ray Condon and Ruth Reed Condon

IN WITNESS WHEREOF I have set my hand and official seal  
James E. McHenry  
County Recorder

My Commission Expires 8-1-56 BOOK 730 PAGE 95



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 BO OF SUPERVISORS 2010-4432007  
B: 4782 P: 200 12/10/2010 04:12:54 PM OR  
\$0.00 Page 1 of 7 2010-4432007

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 6<sup>th</sup> 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

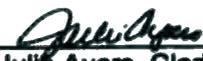
4. That election dates shall be the first Tuesday after the first Monday in November of even-numbered years, commencing in November of 2012 for members of the District's Board of Directors; and for any other elections as prescribed by A.R.S. §16-225.
5. That, in the event that privately-held lands within 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 6<sup>th</sup> 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	lots3-4, S1/2N1/2 & S1/2	YRLP+NYLLC	301-04-001G
	7	630.88	all=lots 1-4, E1/2 & E1/2W1/2	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	653.88	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

RECORDED MEMO: LEGALITY  
 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, NW1/4, & S1/2	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, SW1/4 & S 1/2	YRLP+NYLLC	301-06-001A
	7	625.8	all= lots 1-4 inclusive, E1/2W1/2 & 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, E1/2W1/2, & E1/2;	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, E1/2W1/2 & E 1/2	YRLP+NYLLC	301-06-001A
32	80	W1/2NE1/4	YRLP	301-06-001C	
33	320	E 1/2	YRLP+NYLLC	301-06-001A	
33	280	all except SW1/4SW1/4	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.**

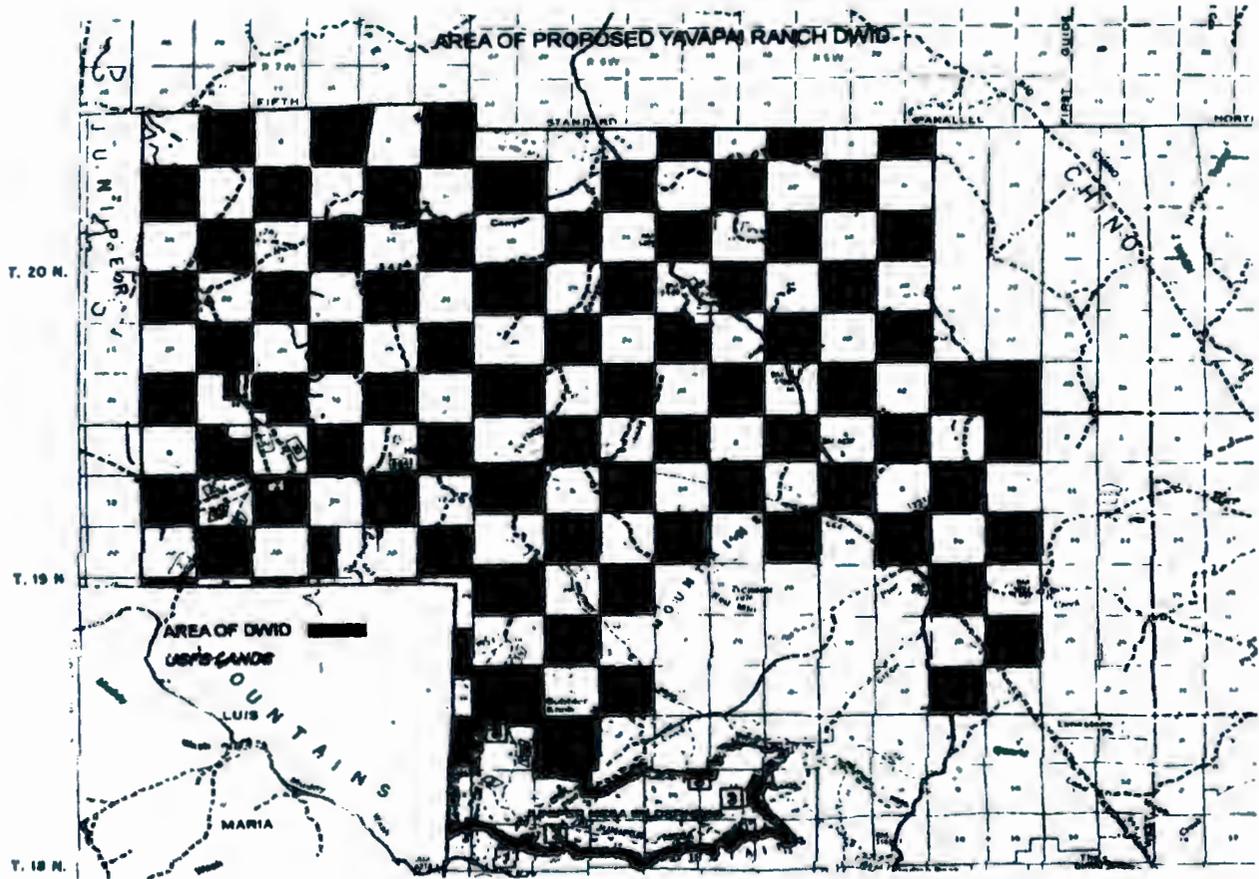
**secs. 1 & 3: all, each consisting of lots 1-4, inclusive, & S $\frac{1}{2}$ N $\frac{1}{2}$ , & S $\frac{1}{2}$  .  
**sec. 5 lots 3-4, S1/2N1/2 & S1/2  
**sec. 7, all, consisting of lots 1-4 inclusive, E $\frac{1}{2}$  & E $\frac{1}{2}$ W $\frac{1}{2}$  ;  
**secs, 9 all less NE1/4NW1/4;  
**secs,11, 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.**************



# Exhibit B



RECORDERS MEMO: LEGIBILITY  
QUESTIONABLE FOR GOOD REPRODUCTION

8: 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 2012-0000015

8: 4921 P: 758 11/29/2012 02:09:00 PM DISP  
\$0.00 Page 1 of 2 2012-0000015

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

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-bordered 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 (8500 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
<b>Total assests</b>	<b><u>155,973,117</u></b>
<b>Liabilites:</b>	
Accounts payable and accrued expenses	7,329
Due to other funds	-
<b>Total liabilites</b>	<b><u>7,329</u></b>
<b>Fund balance:</b>	
<b>Nonspendable:</b>	
Permanent fund principal	-
NINGE long-term receivables	36,932,882
<b>Committed for:</b>	
Capital projects	115,885,821 (1)
Other projects	17,320
FY 2018 Budget	3,129,765
<b>Total fund balance</b>	<b><u>\$ 155,965,789</u></b>
<b>Total liabilities &amp; Fund Balance</b>	<b><u>155,973,117</u></b>

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

<b>Revenue:</b>	
Interest and dividends	\$ 3,033,609
Increase (decrease) in fair value of Investements	2,321,972
Other revenue	30,097
Statutory allocation of current year revenues	3,263,209
	<u>8,648,887</u>
<b>Expenditures:</b>	
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>
<b>Excess/deficit of revenues over expenditures</b>	<b><u>(22,368,948)</u></b>

(1) - Fund balance

RS5BU500  
 NN0002  
 RWLLJE

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
06530 LAND ACQUISITION FUND						
415000 LAND ACQUISITION						
2000 Expenses						
2001 Personal 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
06530 LAND ACQUISITION FUND	10,999,519.00	34,110,639.24	30,980,873.98	392,338.73	2,737,426.53	91.97

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.

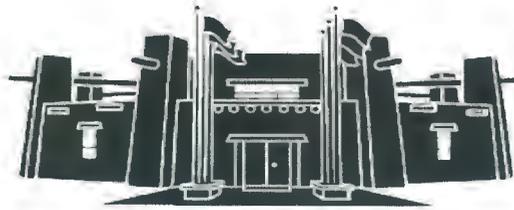
I look forward to working with you as we continue to seek solutions.

Sincerely,

DALE A DEITER  
Forest Supervisor

cc: Tracy Parker -- R3 Director of Lands and Minerals





## MEMORANDUM

**TO:** Hon. Walter Phelps  
23<sup>rd</sup> Navajo Nation Council

**FROM:**   
Levon B. Henry, Chief Legislative Counsel  
Office of Legislative Counsel

**DATE:** September 10, 2018

**SUBJECT:** AN ACTION RELATING TO THE NAVAJO NATION COUNCIL;  
APPROVING THE EXPENDITURE OF FUND PRINCIPAL FOR 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

Pursuant to your request, attached is the above-referenced proposed resolution and associated legislative summary sheet. Based on existing law and review of the documents submitted, the resolution as drafted is legally sufficient. However, as with all legislation, it is subject to review by the courts in the event of a challenge. NOTE: Approval of this legislation requires a two-thirds vote of the full membership.

The Office of Legislative Counsel confirms the Navajo Nation Council and appropriate standing committee(s) reviews based on the legislative powers outlined in 2 N.N.C. § 102 and 16 N.N.C. § 204. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. § 164(A)(5).

Please review the proposed resolution to ensure it is drafted to your satisfaction. If this proposed resolution is acceptable to you, please sign it where it indicates "Prime Sponsor", and submit it to the Office of Legislative Services for the assignment of a tracking number and referral to the Speaker.

If the proposed resolution is unacceptable to you, or if you have further questions, please contact me at the Office of Legislative Counsel and advise me of changes you would like made to the proposed resolution. You may contact me at (928) 871-7166. Thank you.

THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0308-18 SPONSOR: Walter Phelps

**TITLE: An Action Relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for 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**

*Date posted:* September 17, 2018 at 9:57am

Digital comments may be e-mailed to [comments@navajo-nsn.gov](mailto:comments@navajo-nsn.gov)

Written comments may be mailed to:

Executive Director  
Office of Legislative Services  
P.O. Box 3390  
Window Rock, AZ 86515  
(928) 871-7590

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

**Please note:** This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

**THE NAVAJO NATION  
LEGISLATIVE BRANCH  
INTERNET PUBLIC REVIEW SUMMARY**

**LEGISLATION NO.:** 0308-18

**SPONSOR:** Honorable Walter Phelps

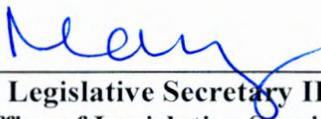
**TITLE:** An Action Relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for the Purchase of Property offered for sale to the Navajo Nation by the Owner of 17,544.79 Acres, More or Less, Located within Yavapai County, Arizona

**Posted:** September 17, 2018 at 9:57am

**5 DAY Comment Period Ended:** September 22, 2018

**Digital Comments received:**

<b>Comments Supporting</b>	<i>None</i>
<b>Comments Opposing</b>	<i>None</i>
<b>Inconclusive Comments</b>	<i>None</i>




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Legislative Secretary II  
Office of Legislative Services

9/23/2018 1:20pm

Date/Time

# 23<sup>rd</sup> NAVAJO NATION COUNCIL ACTION REPORT Fourth Year 2018

The **NAVAJO NATION COUNCIL** to whom has been assigned:

## **NAVAJO LEGISLATIVE BILL #0308-18**

An Action relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for 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

*Sponsored by: Honorable Walter Phelps*

*Co-Sponsored by: Honorable Benjamin L. Bennett*

Has had it under consideration and reports the same was **TABLED**.

Respectfully Submitted,



*Honorable LoRenzo C. Bates, Speaker*  
*23<sup>rd</sup> NAVAJO NATION COUNCIL*

**18 OCTOBER 2018**

### **TABLING MOTION:**

Motion to table legislation 0308-18 to no later than the end of November 2018.

*Motioned by: Honorable Dwight Witherspoon*

*Seconded by: Honorable Leonard Pete*

*Vote: 19 in favor, 02 opposed (Speaker Bates Not Voting)*

### **MAIN MOTION:**

*Motioned by: Honorable Davis Filfred*

*Seconded by: Honorable Tuchoney Slim, Jr.*

*Vote: PENDING VOTE*

**NAVAJO NATION**

RCS# 1300

2018 Fall Session

10/18/2018  
03:45:42 PM

Amd# to Amd#      Table Legislation 0308-18  
MOT Witherspoon      no later than the end of  
SEC Pete              November 2018

**PASSED**

**Yea : 19**

**Nay : 2**

**Excused : 0**

**Not Voting : 2**

**Yea : 19**

Begay, K	Chee	Jack	Smith
Begay, NM	Crotty	Pete	Tso
BeGaye, N	Damon	Phelps	Witherspoon
Bennett	Daniels	Shepherd	Yazzie
Brown	Filfred	Slim	

**Nay : 2**

Perry	Tsosie
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**Excused : 0**

**Not Voting : 2**

Hale	Bates
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# 23<sup>rd</sup> NAVAJO NATION COUNCIL ACTION REPORT Fourth Year 2018

The **NAVAJO NATION COUNCIL** to whom has been assigned:

## **NAVAJO LEGISLATIVE BILL #0308-18**

An Action relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for 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

*Sponsored by: Honorable Walter Phelps*

*Co-Sponsored by: Honorable Benjamin L. Bennett*

Has had it under consideration and reports the same was **REFERRED TO THE NAABIK'ÍYÁTI' COMMITTEE WITH ONE (1) PENDING NAVAJO NATION COUNCIL AMENDMENT.**

Respectfully Submitted,



*Honorable LoRenzo C. Bates, Speaker  
23<sup>rd</sup> NAVAJO NATION COUNCIL*

**20 NOVEMBER 2018**

### **REFERRAL MOTION:**

Motion to Refer Legislation 0308-18 to the Naabik'íyáti' Committee to have the seller and the Navajo Nation Land Office discuss this purchase and to bring back to the Navajo Nation Council no later than December 27, 2018.

*Motioned by: Honorable Benjamin L. Bennett*

*Seconded by: Honorable Davis Filfred*

*Vote: 17 in favor, 04 opposed (Speaker Bates Not Voting)*

### **PENDING AMENDMENT**

1. On page 2 line 17, strike existing language and insert with new language at E. as follows: the amount of ~~\$49,700,000~~ \$28,500,000, plus closing cost and expenses. See NABIMY-34-18.

2. On page 2 line 18, insert new paragraph E. as follows: E. The Navajo Nation received an updated appraisal of the property and is attached as Exhibit B.
3. On page 3, line 3, strike existing language and insert with new language as follows:  
\$49,700,000~~\$28,500,000~~
4. Renumber or re-letter succeeding paragraphs or sections accordingly, if necessary; and this amendment shall supersede inconsistent language contained in any other committee amendment, which shall be conformed to the intent or language of this amendment. The Office of Legislative Services, with notice to the sponsor(s) of the Legislation, is hereby authorized to make necessary grammatical changes.

**MAIN MOTION:**

*Motioned by: Honorable Lee Jack, Sr.*

*Seconded by: Honorable Otto Tso*

*Vote: PENDING VOTE*

NAVAJO NATION

RCS# 1329

11/20/2018

Special Session

01:35:33 PM

Amd# to Amd#      Defer Legislation 0308-18 back  
MOT Bennett      the Naabik'iyati Committee no  
SEC Filfred      later than December 27, 2018

PASSED

**Yea : 17**

**Nay : 4**

**Excused : 0**

**Not Voting : 2**

**Yea : 17**

Begay, K	Chee	Filfred	Phelps
Begay, NM	Crotty	Hale	Slim
BeGaye, N	Damon	Jack	Smith
Bennett	Daniels	Kieyoomia	Yazzie
Brown			

**Nay : 4**

Tso	Tsosie	Shepherd	Pete
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**Excused : 0**

**Not Voting : 2**

Bates	Perry
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**23<sup>rd</sup> NAVAJO NATION COUNCIL  
NAABIK'ÍYÁTI' COMMITTEE REPORT  
Fourth Year 2018**

The **NAABIK'ÍYÁTI' COMMITTEE** to whom has been assigned:

**NAVAJO LEGISLATIVE BILL #0308-18**

An Action Relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for 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

*Sponsored by: Honorable Walter Phelps*

*Co-Sponsored by: Honorable Benjamin L. Bennett*

Has had it under consideration and reports the same **PASSED (VOTE DETERMINED THE REFERRAL CONDITIONS WERE MET) AND REFERRED TO THE NAVAJO NATION COUNCIL**

Respectfully Submitted,



*Honorable LoRenzo C. Bates, Chairman  
NAABIK'ÍYÁTI' COMMITTEE*

**18 DECEMBER 2018**

**RECONSIDER MOTION:**

*Motioned by: Honorable Davis Filfred*

*Seconded by: Honorable Walter Phelps*

*Vote: 13 in Favor, 04 Opposed (Chairman Bates Not Voting)*

**MAIN MOTION:**

*Motioned by: Honorable Davis Filfred*

*Seconded by: Honorable Walter Phelps*

*Vote: 10 in Favor, 08 Opposed (Chairman Bates Not Voting)*

NAVAJO NATION

RCS# 1142

12/18/2018

Naa'bik'iyati Committee

04:36:35 PM

Amd# to Amd#

PASSED

MOT Filfred

Consider Legislation 0308-18

SEC Phelps

Yea : 13

Nay : 4

Excused : 0

Not Voting : 7

Yea : 13

Begay, K  
Begay, NM  
BeGaye, N  
Bennett

Damon  
Daniels  
Filfred

Hale  
Kieyoomia  
Phelps

Slim  
Tso  
Yellowhair

Nay : 4

Smith

Perry

Pete

Brown

Excused : 0

Not Voting : 7

Bates  
Chee

Crotty  
Jack

Shepherd  
Tsosie

Yazzie

**NAVAJO NATION**

RCS# 1143

Naa'bik'iyati Committee

12/18/2018

06:19:28 PM

Amd# to Amd#

PASSED

MOT Filfred  
SEC Phelps

Legislation 0308-18 Approving  
the Expenditure of Fund  
Principal for the Purchase...

**Yea : 10**

**Nay : 8**

**Excused : 0**

**Not Voting : 6**

**Yea : 10**

BeGaye, N  
Bennett  
Damon

Daniels  
Filfred  
Jack

Kieyoomia  
Phelps

Slim  
Tso

**Nay : 8**

Begay, K  
Brown

Crotty  
Hale

Perry  
Pete

Smith  
Yellowhair

**Excused : 0**

**Not Voting : 6**

Bates  
Begay, NM

Chee  
Shepherd

Tsosie

Yazzie

# 23<sup>rd</sup> NAVAJO NATION COUNCIL ACTION REPORT Fourth Year 2018

The **NAVAJO NATION COUNCIL** to whom has been assigned:

## **NAVAJO LEGISLATIVE BILL #0308-18**

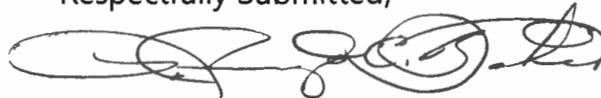
An Action relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for the Purchase of Property offered for sale to the Navajo Nation by the Owner of 17,544.79 Acres, More or Less, Located within Yavapai County, Arizona

*Sponsored by: Honorable Walter Phelps*

*Co-Sponsored by: Honorable Benjamin L. Bennett*

Has had it under consideration and reports the same legislation **FAILED WITH ONE (1) AMENDMENT**

Respectfully Submitted,



*Honorable LoRenzo C. Bates, Speaker*  
*23<sup>rd</sup> NAVAJO NATION COUNCIL*

**28 DECEMBER 2018**

### **MAIN MOTION:**

*Motioned by: Honorable Lee Jack, Sr.*

*Seconded by: Honorable Otto Tso*

*Vote: 07 in Favor, 08 Opposed (Speaker Bates Not Voting)*

### **AMENDMENT #1**

1. On page 2 line 17, strike existing language and insert with new language at E. as follows: the amount of ~~\$49,700,000~~ \$28,500,000, plus closing cost and expenses. See NABIMY-34-18.
2. On page 2 line 18, insert new paragraph E. as follows:

E. The Navajo Nation received an updated appraisal of the property and is attached as Exhibit B-1.

3. On page 3, line 3, strike existing language and insert with new language as follows:  
~~\$49,700,000~~\$28,500,000
4. Renumber or re-letter succeeding paragraphs or sections accordingly, if necessary; and this amendment shall supersede inconsistent language contained in any other committee amendment, which shall be conformed to the intent or language of this amendment. The Office of Legislative Services, with notice to the sponsor(s) of the Legislation, is hereby authorized to make necessary grammatical changes.

*Motioned By: Honorable Lee Jack, Sr.*

*Seconded By: Honorable Raymond Smith, Jr. (Note: Honorable Otto Tso Not Present for Amendment Modification; therefore, a Second Motion was established by Speaker Pro Tem Damon)*

*Vote: 08 in Favor, 05 Opposed (Speaker Pro Tem Damon Not Voting)*

**MOTION TO RECONSIDER:**

Motion to further consider legislation 0308-18.

*Motioned by: Honorable Davis Filfred*

*Seconded by: Honorable Walter Phelps*

*Vote: 09 in Favor, 05 Opposed (Speaker Bates Not Voting)*

NAVAJO NATION

RCS# 1389

12/28/2018

Special Session

03:57:24 PM

Amd#1 to Amd#

On Page 2 line 17, strike existing language and insert with new language at E. as follows: the amount of...

PASSED

MOT Jack  
SEC Smith

**Yea : 8**

**Nay : 5**

**Excused : 2**

**Not Voting : 9**

**Yea : 8**

Bates  
BeGaye, N

Brown  
Jack

Slim  
Smith

Tsosie  
Yellowhair

**Nay : 5**

Bennett  
Filfred

Kieyoomia

Pete

Phelps

**Excused : 2**

Shepherd

Yazzie

**Not Voting : 9**

Begay, K  
Begay, NM  
Chee

Crotty  
Damon

Daniels  
Hale

Perry  
Tso

NAVAJO NATION

RCS# 1390

12/28/2018

Special Session

04:08:49 PM

Amd# to Amd#	Legislation 0308-18: Approving	FAILED
MOT Jack	the Expenditure Fund Principle	
SEC Tso	for the Purchase of Property	
	Offered for Sale to the NN...	

**Yea : 7**

**Nay : 8**

**Excused : 2**

**Not Voting : 7**

**Yea : 7**

Bennett  
Damon

Daniels  
Filfred

Jack  
Phelps

Slim

**Nay : 8**

Begay, K  
BeGaye, N

Brown  
Kieyoomia

Pete  
Smith

Tsosie  
Yellowhair

**Excused : 2**

Yazzie

Shepherd

**Not Voting : 7**

Bates  
Begay, NM

Chee  
Crotty

Hale  
Perry

Tso