

**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.**

5-DAY BILL HOLD PERIOD: None  
Website Posting Time/Date: 9:57am 9/10/18  
Posting End Date: 9/22/2018  
Eligible for Action: 9/23/2018

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'íyáti' 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'íyáti' Committee shall approve price, acreage and location for the acquisition or disposition of real property exceeding the total expenditure of \$20,000,000 per calendar year and issue a resolution for approval or disapproval of

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.

5  
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.

28  
29 **Section Three. Approval**  
30

1 A. The Navajo Nation Council hereby approves the expenditure of the Land  
2 Acquisition Trust Fund principal and income for the purchase of the 17,544.79  
3 acres, more or less, as described in NABIMY-34-18, at \$49,700,000 plus any  
4 closing costs and expenses, consistent with the general terms of the Real Estate  
5 Purchase Agreement.

6 B. The Navajo Nation directs the Division of Natural Resources Executive Director to  
7 initiate and complete the requirements for the purchase of real property on or before  
8 November 30, 2018, through a Purchase Agreement with related documents as  
9 described in the Navajo Nation Land Acquisition Rules and Regulations, VI.  
10 General Procedure for Purchase of Real Property, E. Purchase Agreement and  
11 Opening Escrow.



THE NAVAJO NATION

RUSSELL BEGAYE CHIEF OF TRIBE  
JONATHAN NEZ VICE CHIEF

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

<b>Revenue:</b>		
Interest and dividends	\$	3,978,801.61
Increase (decrease) in fair value of Investments		5,941,474.86
Other revenue		43,920.84
Statutory allocation of current year revenues		<u>4,822,408.89</u>
		14,786,606.20

<b>Expenditures:</b>		
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		<u>237,900.60</u>
		31,623,015.45

<b>Excess/deficit of revenues over expenditures</b>	<b><u>(16,836,409.25)</u></b>
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R55BU500  
NN00002  
RW11111

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	% Expended 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			1,000.00	
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'íyáti' Committee grants final approval for [land] acquisitions of property exceeding \$20,000,000.00 per calendar year. CAU-44-16 (Aug. 10, 2016).
- C. The Naabik'íyáti' Committee shall approve price, acreage and location for the acquisition or disposition of real property exceeding the total expenditure of \$20,000,000 per calendar year and issue a resolution for approval or disapproval of such acquisition or disposition of real property. See Navajo Nation Land Acquisition Rules and Regulations, IV(C)(1)(2), RDCO-78-16 (Oct. 25, 2016).

**Section Two. Findings**

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



- C. The Resources and Development Committee approved the Navajo Nation Land Acquisition Rules and Regulations. RDCO-78-16.
- D. The Navajo Nation Land Acquisition Rules and Regulations ("Rules and Regulations") authorize the Executive Director of the Division of Natural Resources to:
  - 1. Strategize and evaluate properties for acquisition or disposition through coordination with appropriate Divisions, Chapters, and Enterprises;
  - 2. Conduct a preliminary assessment of the property in terms of location, value to the Navajo Nation, title, and environmental issues;
  - 3. Coordinate with interested Divisions or Chapters to complete the assessment of the property for acquisition or disposition;
  - 4. Hire consultants, such as but not limited to, real estate brokers and agents to assist the Navajo Nation in the acquisition or disposition of real property; and
  - 5. Negotiate the purchase price for the subject property.
  - 6. Authorize the Navajo Land Department to conduct additional administrative duties that are not already identified herein.

See Rules and Regulations, III., Authorization, (B)(1-6).

- E. The Rules and Regulations provide general procedures for the purchase of real property where the Navajo Land Department shall conduct a preliminary inspection involving an on-site inspection of the property to identify the land, any title issues, inventory, readily identifiable environmental concerns, or any other issue that may exist and shall review preliminary title documents, if available, for identification of any liens, encumbrances, or title issues. See Rules and Regulations, VI, General Procedure for Purchase of Real Property, (C)(1)(2).
- F. The land offered for sale includes Sections: 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, and 35 of T20N, R7W; and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, and 23 of T19N, R7W, Yavapai County, Arizona. See Map and property description attached as **Exhibit A**.

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

### **Section Three. Recommendation**

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

**CERTIFICATION**

I, hereby, certify that the foregoing resolution was duly considered by the Naabik'iyáti' Committee of the 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.



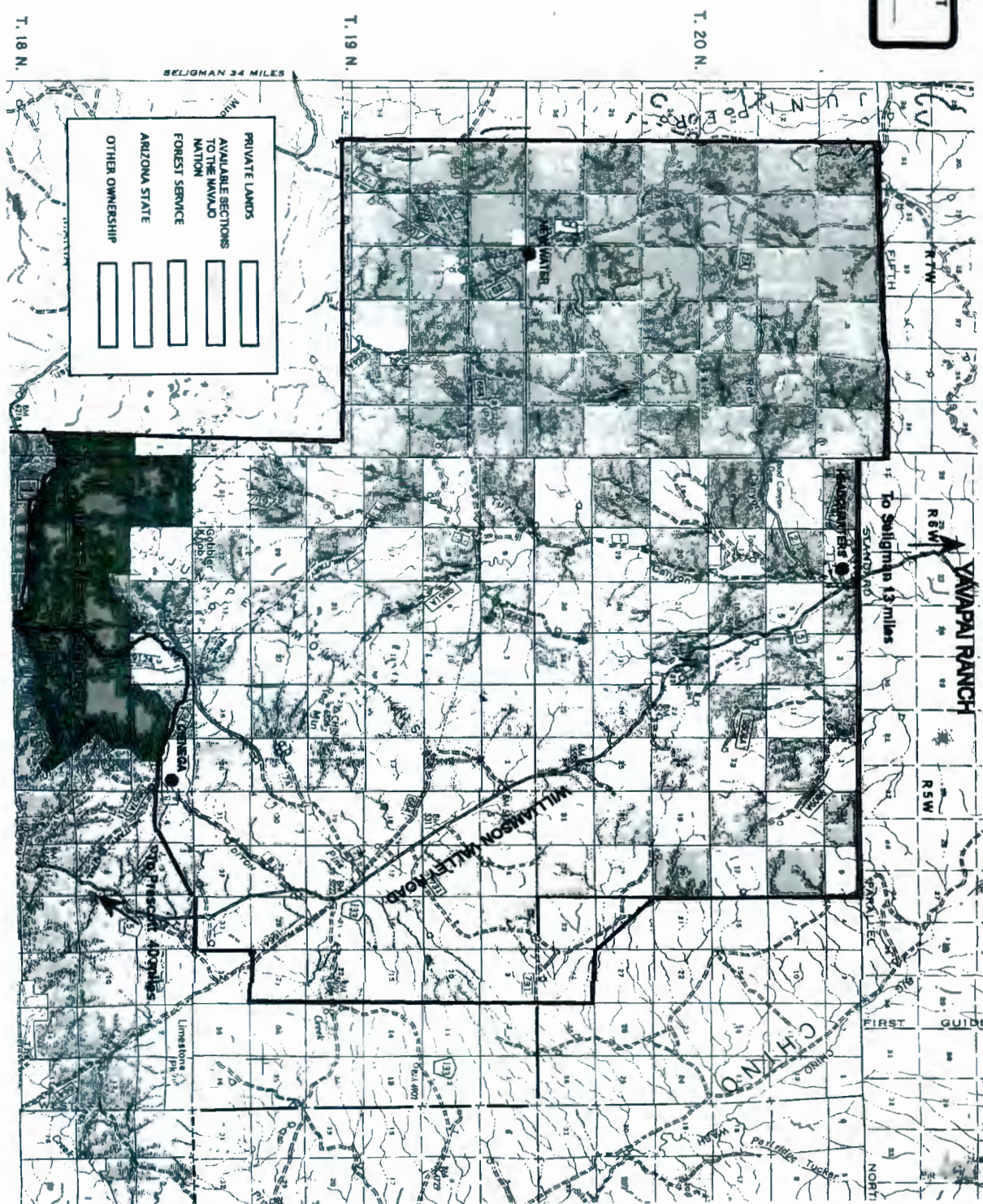
Seth Damon, Chairperson Pro Tempore  
Naabik'iyáti' Committee

Motion: Honorable Lee Jack, Sr.

Second: Honorable Seth A. Damon

Chairperson Pro Tempore Damon not voting





# 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



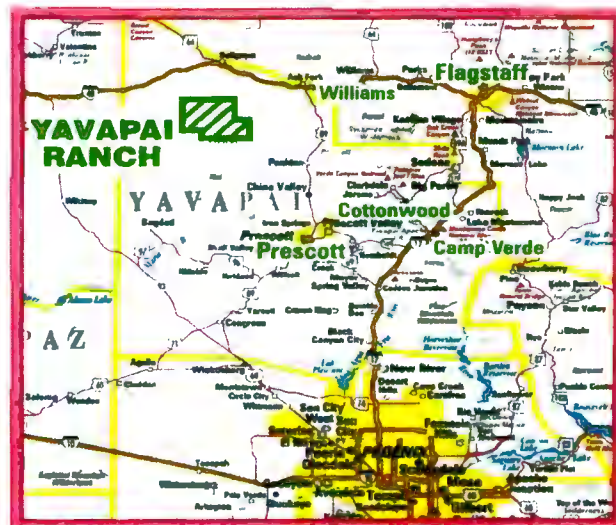
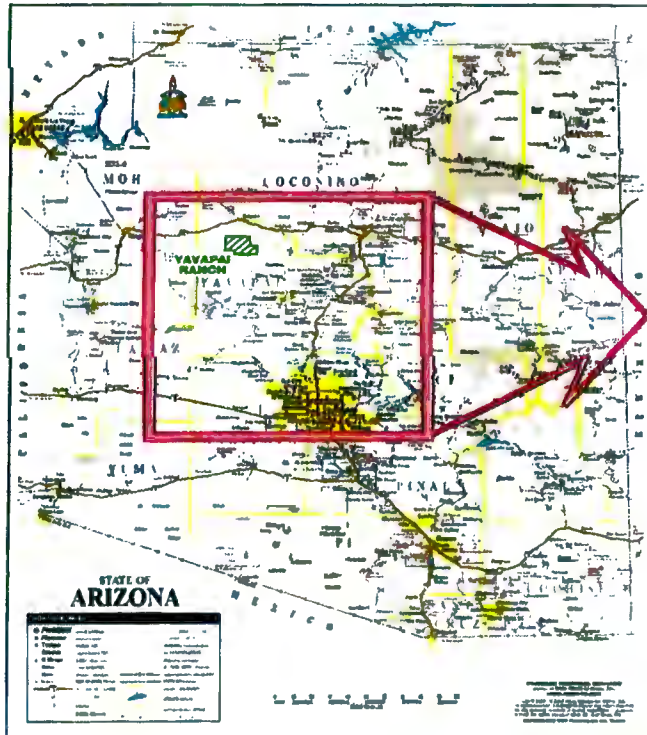


Mule Deer

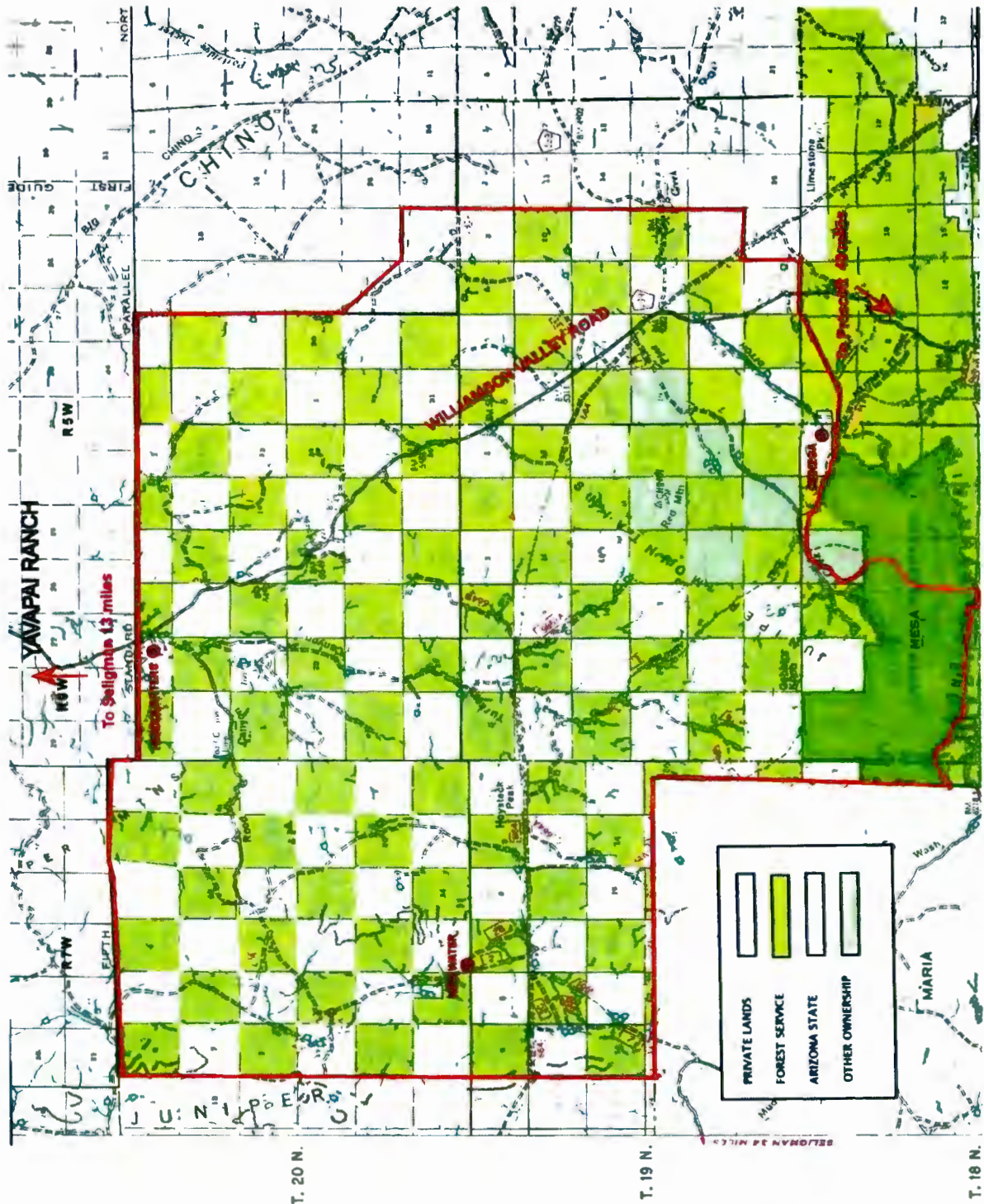


Prehistoric Pictographs

## 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.

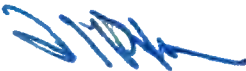
Reservation 7 is an easement for a small 120v line, , providing power to the northern part of the ranch.

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.

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

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

**SCHEDULE B - SECTION I  
REQUIREMENTS**

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

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

**NOTE:**

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

Limited Liability Company:  
Person and designation

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

**TAX NOTE:**

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

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

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

(Continued)

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

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

**SCHEDULE B – SECTION I – REQUIREMENTS - continued**

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

NONE.

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

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

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

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

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

**END OF SCHEDULE B – SECTION I**

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

Order No.: 08021640-CLA  
Your No.: -BLMjh12  
06/02/2017\12

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

Go to [www.oldrepublictitle.com](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.

[illegible]

Records at separate  
 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 83

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6. ea  
mouley, sea

21150000

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2. A.1. Policy Committee

I have agreed that I will on 1. closed up to  
 this 10<sup>th</sup> day of October. On a 18<sup>th</sup> day and between the  
 Atlantic & Pacific a good deal of work was done  
 I was off the property the night of the 20<sup>th</sup> of the month 1861.  
 and to the 2<sup>nd</sup> of the month for the Robert  
 Cooper, father of it was sent to a sister.

Haines told us of a day a January  
 1886, and the first day of January 189 there are but a  
 second and third day and the rest of the day  
 | (Haines told us) the said day for the day of the day  
 of large amounts of land in it was good to the Atlantic  
 Pacific Railroad Co. of the day the day of the day of the day  
 July 20th, 1886

1. Chapman died at the same time as the cold day, of March 1894, attempting to carry out portions of the same.



therefore counting between the Atlantic & Pacific Railroad Company and the said E. B. Penner, made a deed of conveyance conveying large amounts of said land to the said E. B. Penner, which were situated in the State of Colorado and Territory of Arizona, and which is a deed about 232, 133.37 acres in the aggregate.

And whereas, These remains unexecuted of the deeds executed to be conveyed by the said Railroad Company to the said Penner after the execution of said deed, about 23, 133.37 acres.

And whereas, The Atlantic & Pacific Railroad Company and the various officers and agents, including the present manager, E. H. Smith, claim and have received the in and by the terms of said deed of conveyance or have been conveyed to the said E. B. Penner certain lands and interests in lands which should have been received from said company and which have entered the property of the Atlantic & Pacific Railroad Company.

And whereas, An action is on foot in the courts of the State of Colorado for the Federal District of the Territory of Colorado setting aside the deed and conveyance of the said company made to the said Penner and leave of the record also by the same reason of the property of the Atlantic & Pacific Railroad Company against the said E. B. Penner, and the said about 23, 133.37 acres of the said company and the said Penner, to grant the said company and the said Penner of the said estate with the said company and the said Penner, and by the said company and the said Penner and by the said Penner to the said Robert Penner.

And whereas, the said E. B. Penner claims to have certain claims against the Atlantic & Pacific Railroad Company and the reason, reason of the same is that the said Penner made between the Atlantic & Pacific Railroad Company and the said E. B. Penner as aforesaid,

And whereas, each and all of the parties hereto are desirous of said conveying and favor settling the respective claims and interests of the said company and the said Penner and entered into an agreement whereby the

compensed and forever satisfied and released.

Now, Therefore, Know all men by these Presents  
That he said parties 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  
parties hereto, do hereby grant, bargain sell and convey unto  
said H.B. Perrin and Robert Perrin all that real estate  
situated in the County of Yavapai and Territory of Arizona,  
described as follows.

In Township Sixteenth <14> North, Range Sixty-  
fourth: All of Section Three <3>, Six hundred and forty  
<640> acres, all of Section Five <5>, Six hundred and  
forty <640> acres, all of Section Seven <7>, Six hundred  
and forty <sup><640></sup> acres, all of Section Nine <9> Six hundred  
and forty <640> acres, all of Section Eleven <11>, Six  
hundred and forty <sup><640></sup> acres, all of Section Thirteen <13>, Six  
hundred and forty <640> acres, all of Section  
Fifteen <15>, Six hundred and forty <640> acres, all of Section  
Seventeen <17>, Six hundred and forty <640> acres, all of  
Section Nineteen <19>, Six hundred and forty <640>  
acres, all of Section Twenty-one <21> Six hundred and  
forty <640> acres all of Section Twenty-three <23>  
Six hundred and forty <640> acres, all of Section  
Twenty-five <25>, Six hundred and forty <640> acres and  
all of Section Twenty-seven <27>, Six hundred and forty  
<640> acres

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

All of Section Three <3>, Six hundred and forty  
<640> acres, all of Section Five <5>, Six hundred and  
forty <640> acres, all of Section Seven <7>, Six hundred  
and forty <sup><640></sup> acres, all of Section Nine <9> Six hundred and  
forty <640> acres, all of Section Eleven <11>, Six hundred  
and forty <640> acres, all of Section Thirteen <13>, Six hundred  
and forty <640> acres all of Section Fifteen <15>, Six hundred  
and forty <640> acres, all of Section Seventeen <17>, Six  
hundred and forty <640> acres, all of Section Nineteen <19>, Six  
hundred and forty <640> acres, all of Section Twenty-one <21>  
<640> acres, all of Section Twenty-three <23>, Six hundred and  
forty <640> acres, all of Section Twenty-five <25>, Six hundred  
and forty <640> acres, all of Section Twenty-seven <27>, Six  
hundred and forty <640> acres, 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, all of Section Thirty-five <35>, Six  
hundred and forty <640> acres, all of Section Thirty-seven <37>, Six  
hundred and forty <640> acres, all of Section Thirty-nine <39>, Six  
hundred and forty <640> acres, all of Section Forty-one <41>, Six  
hundred and forty <640> acres, all of Section Forty-three <43>, Six  
hundred and forty <640> acres, all of Section Forty-five <45>, Six  
hundred and forty <640> acres, all of Section Forty-seven <47>, Six  
hundred and forty <640> acres, all of Section Forty-nine <49>, Six  
hundred and forty <640> acres, all of Section Fifty-one <51>, Six  
hundred and forty <640> acres, all of Section Fifty-three <53>, Six  
hundred and forty <640> acres, all of Section Fifty-five <55>, Six  
hundred and forty <640> acres, all of Section Fifty-seven <57>, Six  
hundred and forty <640> acres, all of Section Fifty-nine <59>, Six  
hundred and forty <640> acres, all of Section Sixty-one <61>, Six  
hundred and forty <640> acres, all of Section Sixty-three <63>, Six  
hundred and forty <640> acres, all of Section Sixty-five <65>, Six  
hundred and forty <640> acres, all of Section Sixty-seven <67>, Six  
hundred and forty <640> acres, all of Section Sixty-nine <69>, Six  
hundred and forty <640> acres, all of Section Seventy-one <71>, Six  
hundred and forty <640> acres, all of Section Seventy-three <73>, Six  
hundred and forty <640> acres, all of Section Seventy-five <75>, Six  
hundred and forty <640> acres, all of Section Seventy-seven <77>, Six  
hundred and forty <640> acres, all of Section Seventy-nine <79>, Six  
hundred and forty <640> acres, all of Section Eighty-one <81>, Six  
hundred and forty <640> acres, all of Section Eighty-three <83>, Six  
hundred and forty <640> acres, all of Section Eighty-five <85>, Six  
hundred and forty <640> acres, all of Section Eighty-seven <87>, Six  
hundred and forty <640> acres, all of Section Eighty-nine <89>, Six  
hundred and forty <640> acres, all of Section Ninety-one <91>, Six  
hundred and forty <640> acres, all of Section Ninety-three <93>, Six  
hundred and forty <640> acres, all of Section Ninety-five <95>, Six  
hundred and forty <640> acres, all of Section Ninety-seven <97>, Six  
hundred and forty <640> acres, all of Section Ninety-nine <99>, Six  
hundred and forty <640> acres, all of Section One Hundred <100>, Six  
hundred and forty <640> acres

South half, South-east quarter of the North-west quarter  
and South-east quarter of the South-east quarter of  
Section Twenty, town 27 > Four hundred & 400 > acres,  
all of Section Twenty-nine 29 >, Six hundred and forty  
> 600 > acres, all of Section Thirty one 31 >, Six hundred and  
forty > 600 > acres, all of Section Thirty-two 32 >, Six hundred and  
forty > 600 > acres, and all of Section Thirty-five 35 >, Six  
hundred and forty > 600 > acres.

In Township Nineteen 19 > North, Range Six 6 >  
West

All of Section Nineteen 19 >, Six hundred and  
forty > 600 > acres, all of Section Twenty-one 21 >, Six  
hundred and forty > 600 > acres, all of Section Twenty-two  
22 >, Six hundred and forty > 600 > acres.

In Township Nineteen 19 > North, Range  
Seven 7 > West

All that portion of the South half of the South half  
of Section One 1 >, not included in the Pace Grant, One  
hundred and fifty > 150 > acres, and that portion of the South  
half of the South half of Section Thirteen 13 >, not  
included in the Pace Grant, One hundred and fifty  
> 150 > acres.

In Township Eighteen 18 > North, Range  
Seven 7 > West

All that portion of the South half of the South  
half of Section One 1 >, not included in the Pace  
Grant, One hundred and fifty > 150 > acres, and that  
portion of the South half of the South half of Section  
Thirteen 13 >, not included in the Pace Grant, One  
hundred and fifty > 150 > acres, and all that portion  
of the South half of the South half of Section Twenty-five  
25 >, not included in the Pace 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 > 600 > acres, all of Section Seven 7 > Six hundred  
and forty > 600 > acres, all of Section Ten 10 > Six hundred and  
forty > 600 > acres, all of Section Thirteen 13 > Six hundred and  
forty > 600 > acres, all of Section Sixteen 16 > Six hundred and  
forty > 600 > acres, all of Section Nineteen 19 > Six hundred and

partly 640 acres, all that portion outside of the Pass Grant of Section Nineteen <19>, One hundred and sixty <160> acres, all that portion outside of the Pass Grant of Section Twenty-one <21>, One hundred and sixty <160> acres, all that portion outside of the Pass Grant of Section Twenty-three <23>, One hundred and sixty <160> acres, all that portion outside of the Pass Grant of Section Twenty-five <25>, One hundred and sixty <160> acres.

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

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

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

The South half of Section Thirteen <13>, Three hundred and thirty-eight and seventy-eight one hundredths <338.98> acres and the South half of Section Thirteen <13>, Three hundred and thirty-eight and seventy-eight one hundredths <338.98> acres.

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

All that portion of the West half of Section One <1> outside of the Pass Grant, One hundred and sixty <160> acres, all of Section Three <3>, Six hundred and forty <640> acres, all of Section Five <5>, Six hundred and forty <640> acres, all of Section Seven <7>, Six hundred and forty <640> acres, all of Section Nine <9>, Six hundred and forty <640> acres, all of Section Eleven <11>, Six hundred and forty <640> acres, all of Section Thirteen <13>, Six hundred and forty <640> acres, all of Section Fifteen <15>, Six hundred and forty <640> acres, all of Section Seventeen <17>, Six hundred and forty <640> acres.



Acres

In Township Eighteen  $\angle 11^{\circ}$  North, Range Nine  
 $\angle 9^{\circ}$  West.

All of Section Nineteen  $\angle 19^{\circ}$ , Six hundred and  
forty  $\angle 640^{\circ}$  acres, all of Section Twenty, one  $\angle 21^{\circ}$ , Six  
hundred and forty  $\angle 640^{\circ}$  acres, all of Section Twenty, two  
22 Six hundred and forty  $\angle 640^{\circ}$  acres, all that portion of  
the West half of the West half of Section Twenty, four  $\angle 40^{\circ}$   
outside of the Bosa Grant, one hundred and thirty and  
eighty eight one-hundredths  $\angle 113.88^{\circ}$  acres, all of Section  
Twenty, seven  $\angle 27^{\circ}$ , Six hundred and forty  $\angle 640^{\circ}$  acres  
all of Section Twenty, nine  $\angle 29^{\circ}$  Six hundred and forty  $\angle 640^{\circ}$   
acres, all of Section Thirty, one  $\angle 31^{\circ}$ , Six hundred and forty  $\angle 640^{\circ}$   
acres, all of Section Thirty, two  $\angle 32^{\circ}$  Six hundred and forty  
 $\angle 640^{\circ}$  acres, and all of Section Thirty, four  $\angle 34^{\circ}$ , Six hundred  
and forty  $\angle 640^{\circ}$  acres.

In Township Nineteen  $\angle 19^{\circ}$  North, Range Nine  
 $\angle 9^{\circ}$  West.

The East half of Section One  $\angle 1^{\circ}$  Three hundred  
and twenty  $\angle 320^{\circ}$  acres, and the West half of Section  
Thirteen  $\angle 13^{\circ}$  Three hundred and twenty  $\angle 320^{\circ}$  acres.

The foregoing lands lie to the North and West of the  
Gila and Salt River Mexican Cattle Range and Mexican  
and Indian, as estimated Thirties, nine thousand, six  
hundred and sixty-one and eighty six hundredths  
 $\angle 39,661.86^{\circ}$  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  
line, as estimated to contain Six hundred and forty  $\angle 640^{\circ}$   
acres.

Also all that certain real estate interests at Holloman,  
Arizona Territory, and which is now occupied by the manager  
of the Gila and Salt River Mexican Cattle Range, and which is described as  
follows to wit:

Beginning at the corner between Section Twenty,  
eight  $\angle 18^{\circ}$ , Twenty, nine  $\angle 29^{\circ}$ , Thirty, two  $\angle 32^{\circ}$  and Thirty  
three  $\angle 33^{\circ}$ , in Township Twenty, two  $\angle 22^{\circ}$  North, Range Two,  $\angle 2^{\circ}$   
West of the Gila and Salt River Mexican and running North

the line between Section Twenty-eight <28> and Twenty-nine <29>  
for a distance of two hundred and seventy <270> feet to a point  
where the line between Section Twenty-eight <28> and Twenty-nine  
<29> intersects the North boundary line of the Atlantic &  
Pacific Railroad Company. Station Ground at Hillman,  
Arizona; thence South, eight seven degrees and thirty  
minutes West, along said North boundary line of said  
Station Ground, for a distance of seven hundred and  
twenty-five <725> feet to a point where the North boundary  
line of said Station Ground, 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 one hundred and seventy-five  
<175> feet, the sum of the containing Two and  
fifteen one hundredths <215> acres.

Reserving however to the 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 permanently to include all turn 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 lines twenty-five  
feet in width; also the right of way to an 8" in diameter  
or less 4" by 6" width and any greater width where  
necessary to permanently include all cuts, fills and embankments  
and other works necessary to secure and protect said  
pipe and ditch lines constructed, or to be constructed, for the  
purpose of conveying water for the use or uses of said  
Atlantic and Pacific Railroad from any spring, creek or river  
or from any well or reservoir or other source of water supply which  
it has now or may hereafter construct or acquire.

Taken and to hold the said premises, with the  
appurtenances unto the said A.B. Penner and Robert Penner

their heirs and assigns forever

In consideration of the above and foregoing recitals and agreements as the fact of the first parties, the fact of the second fact hereby transfers, sell, assign, bargain and convey to E. H. Smith, as Receiver of the Atlantic and Pacific Railroad Company and its property, in trust for the benefit of whomsoever may purchase the said Railroad and its property, hereafter at the power clause, all 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 Coconino and Territory of Arizona, described as follows, to wit:

In Township Twenty, 20 North, Range Seven West:

All of Section Nineteen 19, Six hundred and twenty-seven <sup>section</sup> and twenty one hundredths 627.20 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, the North half of Section Thirty-one 31, Three hundred and fourteen and thirty-seven one hundredths 314.37 acres and the North half of Section Thirty-three 33, Three hundred and seventy 370 acres.

In Township Twenty, 20 North, Range Eight 18 West:

All of Section Twenty, 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 Pass Lane and Mountain and contain Two thousand, one hundred and fifty-seven one 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 Two 22 East of the Gila and Salt River Mountain, and running S. 61° E. 1,000 feet; thence South Two thousand 20,000 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 running from any point on the land last above described to such point at the station at Williams on the said C. & N. Route, Reservoir of the Atlantic & Pacific Railroad Company and its prospects, or his successor or successors may at any time desire.

Also the North-east quarter of Section Three & 3<sup>rd</sup> Township, Twenty-one & 21<sup>st</sup> North, Range one & 1<sup>st</sup> East, Hills and Salt River Pass, Lea and Meridian, containing one hundred and seventy-one one-hundredths & 1,700.00 acres, and all the right and title the portion of the second part above to the S. E. 1/4 of Section 34 in Township 22 North, Range one & 1<sup>st</sup> East, Hills and Salt River Principal Base Line and Meridian as well as a portion of Super Canal as located.

As to the surplus water not used by the parties 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 Well" in Section 35, Township 21 North, Range 3 East of the Hills and Salt River Principal Base Line and Meridian.

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

It is mutually agreed between all the parties hereto that upon the execution and delivery of these presents in quadruplicate, each quadruplicate having the same force and effect as the original, all matters of difference between any of the parties hereto shall be and become fully settled, satisfied and ended, and that the action commenced and pending in the District Court of the United States District in the Territory of Arizona, in the name of said Reservoir 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.

attest:  


H. H. Gardner,  
 Secretary.

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

C. H. Smith

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

E. P. Carran  
 Esq. M. Carran  
 Robert Carran

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 to me they signed sealed as I expected to said instrument of writing as their free and voluntary act, and as free a & voluntary act of the said Railroad Company, for the uses and purposes therein set forth.

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



attest:  
 Notary Public.  
 Kings County N.Y.  
 Certificate filed in No. 11  
 York County.

My commission expires March 30, 1898.



SANTA FE PACIFIC R. R. CO.

Deed File No. 23563

Return to ASST. SECRETARY TOPEKA, KANSAS

Form 1728 ARIZONA.

APPROVED BY JEREMIAH SCHLICHTER.

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 ESTATE OF J. J. BISHOP of the County of State of party of the second part, and hereinafter designated the second party first

FURTHER, 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 West:

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 acres, and section thirteen, containing six hundred forty acres.

Containing in the aggregate two thousand, five hundred seventy and seventy-two hundredths acres, reserving and excepting, however, from the said real property above described, and from the operation of this deed, any portion or portions of the said property above described, if any such there be, which are situated within two lines drawn parallel to and distant from each other two hundred feet, and each distant one hundred feet from the center line of the railroad of The 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 purposes 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, at any time hereafter, desire to construct

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

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

And the said first party doth hereby covenant with the said second party, its successors heirs and assigns, that it is lawfully seized of the aforesaid real property and that the same is free and clear of all incumbrances whatsoever, and that it will forever warrant and defend the title to the said real property unto the said second party, its successors heirs and assigns, against all persons lawfully claiming or to claim the same, except taxes that may have been levied since January 2, 1917, provided, however, that it is expressly understood and agreed between the parties hereto that in case the title to any of such land intended hereby to be conveyed should fail, or the second party should be evicted therefrom or from any portion thereof, by any person or persons holding title paramount to the title so intended hereby to be conveyed, that then and in such event, the measure of damages or account thereof, as well as for the breach of any covenant of warranty contained in this deed, whether expressed or implied, shall be such sum, and no more, as will be produced by multiplying the number of acres to which such title shall have failed by the average price per acre paid by the second party to the first party for the whole of said real property; and in no event shall the amount of damages which the second party shall be entitled to receive or recover from the first party, on account of any breach or breach in the covenant or covenants contained in this deed, whether expressed or implied, exceed the said sum of three thousand, eight hundred fifty-six and 04/100 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. B. Stacey, President.

ATTEST:

E. L. Copeland,

Assistant Secretary.

(U.S. T. S. 2593. \$4.00

S. F. L. 2 P. 20 012/201

STATE OF CALIFORNIA,

County of Cook, ) ss.

J. B. Stacey

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)

Edmund F. Willard

My commission expires October 4, 1922.

Notary Public.

STATE OF CALIFORNIA,

County of Platte, ) ss.

E. L. Copeland,

This instrument was acknowledged before me, this 1st day of June, 1922, by ~~XXXXXXXXXX~~, as the Assistant Secretary of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation.

(NOTARIAL SEAL)

Geo. B. Holmes

My commission expires January 18th, 1923.

Notary Public.

Filed and Recorded at request of Arizona Livestock Co., Jan 27, A. D. 1928, at 4:30 o'clock P. M., Book 145 of Deeds, Pages 172-173, Records of Yavapai County, Arizona.

(SEAL)

FRANK CHAPMAN,

County Recorder.

By ~~XXXXXXXXXX~~  
Deputy Recorder.



... beginning at a point on the northerly boundary line of Section Eleven (11), Township Fifteen (15) North, Range Seven (7) East of the G. & S. R. R. from which the Northeast (NE) corner of said Section Eleven (11) bears North 31° 30' East a distance of Two Thousand Nine Hundred Eighty (2980) feet more or less; and running thence South 51° 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. R. R. from which the Northeast (NE) corner of said Section Thirteen (13) bears North 30° 25' East a distance of Eight Hundred Fifty (850) feet more or less; and running thence South 51° 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 30° 25' East a distance of One Thousand Five Hundred Fifty Five (1555) feet more or less.

2. Said transmission line, whether by wire or cable, to it crosses Vendor's land, be confined to lands within 500 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 cultivate, 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 damages 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 damages occur.

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 canceled FEB 11/7/49 R/W)

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

Nattie Stringfield  
Nattie Stringfield

State of Arizona } ss.  
County of Yavapai }

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

F. C. Bauer  
Notary Public

My Commission Expires 1/10/55.)

(NOTARIAL SEAL)

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

GRACE CHAPMAN  
County Recorder.

By S. A. McWilliams  
Project Engineer.

(SEAL)

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

CONTRACT SYMBOL & NO.  
161-1004

THIS CONTRACT, made this 13th day of June, 1949, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 284) and acts amendatory thereof or supplementary thereto, and particularly pursuant to the Act of Congress approved August 20, 1936 (49 Stat., 1033, 1034), 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 Southwest Quarter (SW 1/4) of Section Seven (7), the Northeast Quarter (NE 1/4) of Section Eleven (11), 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.

A center 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. R. R. 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. R. R. from which the Southeast (SE) corner of said Section Five (5) bears North 30° 25' East a distance of Eight Hundred Fifty Five (855) feet more or less; and running thence

North 38° 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 Nine (9) 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 Nine (9) from which the Northwest (NW) corner of said Section Nine (9) bears North 0° 11' East a distance of Forty Three (43) feet more or less, and runs thence North 89° 35' East a distance of One Thousand Seven Hundred Sixty Six (1766) feet more or less, to a point on the Easterly boundary line of said Section Nine (9) from which the Northeast (NE) corner of said Section Nine (9) bears North 89° 37' 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 One Hundred Forty Four (144) feet more or less; and running thence North 89° 35' 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 North 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 North 0° 10' East a distance of Three Hundred Eighty Eight (388) feet more or less; and running thence North 89° 35' East a distance of Two Thousand Two Hundred Fifty Five (2255) feet more or less; and running thence North 89° 35' 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' East a distance of Two Hundred Nine (209) feet more or less.

ALSO the Northerly edge of said Transmission Line right-of-way enters Section Five (5), Township Nineteen (19) North, Range Six (6) 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 89° 42' East a distance of One Hundred Fifty Eight (158) feet more or less; and runs thence North 89° 20' East a distance of Three Hundred Twenty Four (324) feet more or less; and runs thence South 89° 35' East a distance of One Hundred Fifteen (115) feet more or less, to a point on the Southerly boundary line of said Section Five (5) from which the South Quarter (SQ) corner of said Section Five (5) bears South 89° 42' East a distance of Two Hundred Eighty (280) feet more or less.

ALSO beginning at a point on the Easterly boundary line of Section Nine (9) Township Nineteen (19) North, Range Six (6) East of the G. & S. R. R. from which the Northeast (NE) corner of said Section Nine (9) bears North 0° 08' East a distance of Four Hundred Fifty Nine (459) feet more or less; and running thence South 89° 35' East a distance of Five Thousand Three Hundred Sixty (5360) feet more or less, to a point on the Easterly boundary line of said Section Nine (9), from which the Northeast (NE) corner of said Section Nine (9) bears North 0° 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 North 0° 01' East a distance of Two Hundred Sixty Six (266) 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° 45' East a distance of Three Hundred Ten (310) feet more or less; and running thence South 74° 04' East a distance of Five Hundred Thirty Seven (537) feet more or less, to a point on the Southerly boundary line of Section Seven (7) Township Nineteen (19) North, Range Five (5) East of the G. & S. R. R. from which the Southwest (SW) corner of said Section Seven (7) bears North 89° 35' East 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' East a distance of Six Hundred Seventy Five (675) feet more or less; and running thence South 31° 35' 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 89° 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 31° 35' East a distance of One Thousand Twenty Six (1026) feet more or less, and running thence South 31° 35' East Three Thousand Forty Three (3043) feet more or less, to a point on the Southerly boundary line of said Section Twenty-one (21) from which the South Quarter (SQ) corner of said Section Twenty-one (21) bears North 89° 37' 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' East a distance of One Thousand Four Hundred Eighty Two (1482) feet more or less; and running thence South 35° 35' East a distance of One Thousand Eight Hundred Forty Six (1846) feet more or less, to a point on the Southerly boundary line of said Section Twenty-seven (27) from which the Southwest (SW) corner of said Section Twenty-seven (27) bears North 89° 35' East a distance of One Thousand Eighty (1080) feet more or less.

2. Said transmission line and every part thereof shall, where it crosses private land, be confined to lands within the right of way or other side of the heretofore described center line, except that the United States shall have the right and privilege of placing and maintaining signs and obstructions 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. The United States reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which shall 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, oil and gas pipelines, canals, laterals, ditches, other electrical transmission lines and telegraph and telephone lines covering any part of the above described land.



B. As complete consideration for the above grant of easement, the United States agrees to pay Under the sum of Ten Thousand Four Hundred Forty Five & 40/100 Dollars (\$10,445.40); provided, however, that it is understood and agreed that damages to trees, seedlings, vines and crops of whatever nature, caused by construction of said transmission line, shall be compensated for separately on the basis of an appraisal to be made by the Bureau of Reclamation at the time said damages occur.

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 4/13/68 R/C)

MAY 29 1960

THE UNITED STATES OF AMERICA  
By S. A. McWilliams  
Project Engineer  
CONIX LIVERSTOCK 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 1960, before me, Jay A. 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 this day and year in this certificate first above written.

(NOTARIAL SEAL)

Jay A. Huddleston  
Notary Public.

My Commission Expires: January 7, 1962.

Filed and recorded at request of Bureau of Reclamation June 19 A. D. 1960 at 2:00 o'clock A. M. Book 194 of Deeds Pages 42-44, Records of Yavapai County, Arizona.

By S. A. McWilliams  
Project Engineer

(SEAL)

GRACE CHAPMAN  
County Recorder.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That GREGORY H. BARKER DIMITROFF and G. E. E. 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 FRANKLIN KERNICK and SARAH M. KERNICK, his wife, of the same place, grantees, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said grantees, all that certain premises situate in Yavapai County, Arizona, and described as follows, to-wit:

A tract of land approximately 1,000 feet long and 800 feet wide, and being the East 667 feet of the Bell No. 2 Placer Mining Claim, and the East 667 feet of the Jolly No. 2 Placer Mining Claim, in the Big Bag Mining District, all lying North 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 436 thereof, and said tract being more particularly described as follows:

Beginning at a point marked on the Northwest side of N. 2, No. 2 and being Corner No. 2 of said Bell No. 2 Placer Claim, said point is also marked on the Northwest side of Jolly No. 2, and is also Corner No. 2 of the said Jolly No. 2 Placer Claim, both of which claims were patented under U. S. Survey or Lot No. 1863; thence Easterly along the southerly line of said Jolly No. 2 Placer Claim a distance of 667 feet to a point; thence southerly at right angles to the last mentioned line to the right-of-way of the P. & E. R. R.; thence 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 of Arizona; 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 we do hereby bind ourselves and our heirs, executors, administrators to warrant and forever defend, all and singular, the said premises unto the said grantees, unto their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

WITNESS our hand this 18th day of June, 1960.

Gregory H. Barker Dimitroff  
G. E. E. Williams

STATE OF ARIZONA } ss  
County of Yavapai }

Before me, the undersigned Notary Public, on this day personally appeared GREGORY H. BARKER DIMITROFF and G. E. E. 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 my hand and seal of office this 18th day of June, 1960.

Charles C. Stomer  
Notary Public.

My Commission Expires: May 21st, 1962. (NOTARIAL SEAL)

Filed and recorded at request of Francis R. Donelson June 19 A. D. 1960 at 10:00 o'clock A. M. Book 194 of Deeds Page 44, Records of Yavapai County, Arizona.

By S. A. McWilliams  
Project Engineer

(SEAL)

GRACE CHAPMAN  
County Recorder.

THIS OFFENSE, under Title \_\_\_\_\_, Chapter \_\_\_\_\_, of \_\_\_\_\_, 19 \_\_\_\_  
pertains to the Act of Congress approved June 27, 1906 (34 Stat., 301) and  
acts constituting thereof or implementing thereof, between THE UNITED STATES  
OF AMERICA, hereinafter referred to as United States, and \_\_\_\_\_

hereinafter collectively referred to as Vendors

**WATER-RESISTANT**

32092

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

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

[illegible]







Highly Five (185) South thence 12° 30' West Ten Hundred Fifty  
One (186) South thence 22° 00' West Three Hundred Twenty (187)  
South thence South 78° 20' West Ten Hundred Fifty One (188) South  
thence South 82° 50' West Eight Hundred Fifty (189) South thence South  
07° 50' West One Hundred Forty Three (190) South thence South 00° 11'  
West Fifty Four (54) East more or less, to the point of beginning,  
containing 2.7 acres more or less.

Also beginning at a point in the westerly boundary line of  
Section One (1), Township Eleven (17) North, Range Seven (7) West  
of the G. & N. R. R., from which the northern corner of said  
Section One (1) thence South 00° 00' East a distance of Three Hundred  
Fourteen (14) feet more or less, and thence thence North 00° 10' West  
Eleven (11) South thence North 80° 35' West Ten Hundred Fifty  
Ninety Seven (157) South thence North 80° 30' West Three Hundred Fifty  
Six (156) South thence South 20° 17' West One Hundred Fifty One (151)  
South thence South 38° 40' West Fifty One (152) South thence South 00° 20'  
West Fifty Five (55) South thence North 25° 15' West One Hundred Fifty  
Seven (157) South thence North 82° 00' West Fifty Five (55) South thence  
North 80° 00' West Five Hundred Thirty Three (533) South thence South  
50° 03' West Four Hundred Eighty Seven (187) South thence North 82° 00'  
West Ten Hundred Twelve (122) South thence South 80° 22' West Ten Hundred  
Thirty Three (133) South thence North 80° 33' West Ten Hundred Fifty (150)  
South thence North 65° 10' West Ten Hundred Fifty Four (154) South thence  
North 05° 00' West Seventeen (17) South thence South 65° 20' West Fifty  
(50) South thence South 05° 00' West Thirteen (13) South thence South  
82° 23' West Ten (10) South thence South 68° 30' West Three Hundred  
Eighty Two (182) East to the westerly boundary line of said Section One  
(1), thence South 00° 00' West Fifty Six (56) South thence North 82° 30'  
West Three Hundred Ninety Nine (399) South thence North 82° 23' West  
Fourteen (14) South thence South 65° 10' West Ten Hundred Fifty Six  
(156) South thence South 65° 33' West Ten Hundred Fifty Five (155) South  
thence North 80° 20' West Ten Hundred Seventy Eight (178) South thence  
South 80° 07' West Ten Hundred Twenty Five (125) South thence North  
52° 40' West Five Hundred Four (504) South thence North 80° 11' West  
One Hundred Fifty Five (155) South thence South 82° 00' West Ten  
Hundred Seventy Seven (177) South thence South 40° 20' West Four Hundred  
Fifty Seven (457) South thence North 80° 20' West Ninety One (91) South  
thence North 52° 40' West One Hundred Twenty Seven (127) South thence  
North 10° 27' West Ten Hundred Thirty (130) South thence South 80° 25'  
West Three Hundred Ten (310) South thence South 80° 25' West One Hundred  
Seventy Seven (177) South thence South 80° 30' West One Hundred One  
Hundred (1100) South thence South 87° 51' West One Hundred Thirteen (113)  
East more or less, to the point of beginning, containing 4.2 acres more  
or less.

BOOK 20 PAGE 127

BOOK 20 PAGE 452







[illegible][illegible]

Also beginning at a point in Section Seven (7), Township Eleventh North, Range Six (6) West of the G. & N. R. & L., from which the Northeast corner of said Section Seven (7) bears North 82° 23' East a distance of Ten Thousand One Hundred Eighty (1128) feet more or less; and running thence South 36° 20' East Ten Hundred Thirty Eight (138) feet, thence North 51° 45' East Thirty Three (33) feet, thence North 83° 15' East Ninety One (91) feet, thence South 83° 25' East One Hundred Twenty Seven (127) feet more or less, to the point of beginning, containing G.I. more or less 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. & N., from which the Northeast corner of said Section Six (6) bears North 51° 36' East a distance of One Thousand Seven Hundred Sixty Six (1766) feet more or less; and



running thence North 61° 50' East for 100 feet to a point (100) thence  
thence North 75° 45' East for 100 feet to a point (101) thence North  
65° 51' East for 100 feet to a point (102) from which or near, to the point  
of beginning, containing 0.3 acre more or less.

Also beginning at a point in the Northwest corner of Section Seven (7), Township Eleven (11) North, Range Six (6) East of the G. & N. R. R. & N. R. R. from which the Northwest corner of said Section Seven (7) bears North 61° 50' East a distance of 100 feet to a point (103) from which or near, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in the Northwest corner of Section Seven (7), Township Eleven (11) North, Range Six (6) East of the G. & N. R. R. & N. R. R. from which the Northwest corner of said Section Seven (7) bears North 61° 50' East a distance of 100 feet to a point (104) from which or near, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in Section Seven (7), Township Eleven (11) North, Range Six (6) East of the G. & N. R. R. & N. R. R. from which the Northwest corner of said Section Seven (7) bears North 61° 50' East a distance of 100 feet to a point (105) from which or near, to the point of beginning, containing 0.3 acre more or less.



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. & N., from which the Northwest corner of said Section Seven (7) bears North  $0^{\circ} 00'$  East a distance of Seven Hundred Thirty Seven (737) feet more or less and running thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet 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. & N., from which the Northwest corner of said Section Seven (7) bears North  $45^{\circ} 30'$  East a distance of Two Hundred Forty Four (244) feet more or less and running thence South  $85^{\circ} 30'$  East Fifty Seven (57) feet thence North  $10^{\circ} 00'$  East Sixty (60) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet 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. & N., from which the Southwest corner of said Section Five (5) bears South  $00^{\circ} 00'$  East a distance of One Hundred Twenty Seven (127) feet more or less and running thence North  $00^{\circ} 00'$  East Fifty Five (55) feet thence South  $85^{\circ} 30'$  East One Hundred Thirty Five (135) feet thence South  $85^{\circ} 30'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet thence South  $0^{\circ} 00'$  East One Hundred Thirty Five (135) feet 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. & N., from which the Northwest corner of said Section Nine (9) bears North  $00^{\circ} 00'$  East a distance of Three Hundred Seventy Six (376) feet more or less and running thence South  $81^{\circ} 00'$  East Three Hundred Seventy Five (375) feet thence South  $00^{\circ} 00'$  East One Thousand Sixty Five (165) feet thence South  $81^{\circ} 00'$  East Forty Four (44) feet thence South  $00^{\circ} 00'$  East One Thousand Four Hundred Seventy Three (1473) feet thence South  $00^{\circ} 00'$  East Twenty Two (22) feet more or less, to the point of beginning, containing 0.8 acre more or less.

20 sec 131

23 sec 456







Also beginning at a point in the westerly boundary line of Section Twenty One (21), Township Nineteen (19) North, Range Five (5) East of the G. & S. N. & E. Co., from which the North Quarter (1/4) corner of said Section Twenty One (21) bears North 89° 52' West a distance of One Thousand One Hundred Fifty Seven (1157) feet more or less; and running thence North 35° 36' East One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 54° 11' East Thirty Six (36) feet; thence North 35° 36' East One Thousand Fifty Five (1055) feet; thence South 65° 42' East Four Hundred Twenty One (421) feet; thence South 25° 36' East One Hundred Fifty Seven (157) feet; thence South 43° 48' East Three Hundred Three (303) feet; thence North 69° 52' West Fifty Nine (59) feet; thence North 43° 49' East Two Hundred Sixty Three (263) feet; thence North 25° 36' East One Hundred Forty Seven (147) feet; thence North 65° 42' West Two Hundred Sixty Nine (269) feet; thence South 40° 13' East Fifty Nine (59) feet; thence North 69° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1/4 acre more or less.

Also beginning at a point in the westerly boundary line of Section Twenty One (21), Township Nineteen (19) North, Range Five (5) East of the G. & S. N. & E. Co., from which the North Quarter (1/4) corner of said Section Twenty One (21) bears North 89° 52' West a distance of One Thousand One Hundred Fifty Seven (1157) feet more or less; and running thence North 35° 36' East One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 54° 11' East Thirty Six (36) feet; thence North 35° 36' East One Thousand Fifty Five (1055) feet; thence South 65° 42' East Four Hundred Twenty One (421) feet; thence South 25° 36' East One Hundred Fifty Seven (157) feet; thence South 43° 48' East Three Hundred Three (303) feet; thence North 69° 52' West Fifty Nine (59) feet; thence North 43° 49' East Two Hundred Sixty Three (263) feet; thence North 25° 36' East One Hundred Forty Seven (147) feet; thence North 65° 42' West Two Hundred Sixty Nine (269) feet; thence South 40° 13' East Fifty Nine (59) feet; thence North 69° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1/4 acre more or less.

Also beginning at a point in the westerly boundary line of Section Twenty One (21), Township Nineteen (19) North, Range Five (5) East of the G. & S. N. & E. Co., from which the North Quarter (1/4) corner of said Section Twenty One (21) bears North 89° 52' West a distance of One Thousand One Hundred Fifty Seven (1157) feet more or less; and running thence North 35° 36' East One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 54° 11' East Thirty Six (36) feet; thence North 35° 36' East One Thousand Fifty Five (1055) feet; thence South 65° 42' East Four Hundred Twenty One (421) feet; thence South 25° 36' East One Hundred Fifty Seven (157) feet; thence South 43° 48' East Three Hundred Three (303) feet; thence North 69° 52' West Fifty Nine (59) feet; thence North 43° 49' East Two Hundred Sixty Three (263) feet; thence North 25° 36' East One Hundred Forty Seven (147) feet; thence North 65° 42' West Two Hundred Sixty Nine (269) feet; thence South 40° 13' East Fifty Nine (59) feet; thence North 69° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1/4 acre more or less.

Also beginning at a point in the westerly boundary line of Section Twenty Seven (27), Township Nineteen (19) North, Range Five (5) East of the G. & S. N. & E. Co., from which the Southwest corner of said Section Twenty Seven (27) bears North 89° 52' West a distance of One Thousand One Hundred Fifty Seven (1157) feet more or less; and running thence North 35° 36' East One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 54° 11' East Thirty Six (36) feet; thence North 35° 36' East One Thousand Fifty Five (1055) feet; thence South 65° 42' East Four Hundred Twenty One (421) feet; thence South 25° 36' East One Hundred Fifty Seven (157) feet; thence South 43° 48' East Three Hundred Three (303) feet; thence North 69° 52' West Fifty Nine (59) feet; thence North 43° 49' East Two Hundred Sixty Three (263) feet; thence North 25° 36' East One Hundred Forty Seven (147) feet; thence North 65° 42' West Two Hundred Sixty Nine (269) feet; thence South 40° 13' East Fifty Nine (59) feet; thence North 69° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1/4 acre more or less.

Also beginning at a point in the westerly boundary line of Section Twenty Seven (27), Township Nineteen (19) North, Range Five (5) East of the G. & S. N. & E. Co., from which the Southwest corner of said Section Twenty Seven (27) bears North 89° 52' West a distance of One Thousand One Hundred Fifty Seven (1157) feet more or less; and running thence North 35° 36' East One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 54° 11' East Thirty Six (36) feet; thence North 35° 36' East One Thousand Fifty Five (1055) feet; thence South 65° 42' East Four Hundred Twenty One (421) feet; thence South 25° 36' East One Hundred Fifty Seven (157) feet; thence South 43° 48' East Three Hundred Three (303) feet; thence North 69° 52' West Fifty Nine (59) feet; thence North 43° 49' East Two Hundred Sixty Three (263) feet; thence North 25° 36' East One Hundred Forty Seven (147) feet; thence North 65° 42' West Two Hundred Sixty Nine (269) feet; thence South 40° 13' East Fifty Nine (59) feet; thence North 69° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1/4 acre more or less.

20 pgs 133  
23 pgs 458

Checked by the Surveying Office  
Doubleday



THIS PAGE WILL NOT REPRODUCE

2. The grant of easement herein contained shall include the right to enter upon said premises, to erect, construct, maintain, operate, control and use said transmission line across said land to connect electric lines with the line. Under license the right to use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or obstruct any of the easement of the land, including the right of ingress and egress, shall not be subject to the easement of said transmission line across said land.

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

4. As complete consideration for and value of the easement the United States agrees to pay to the owner of the land the sum of one hundred and twenty dollars (\$120.00) provided, however, that it is understood and agreed that damages 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 equivalent to be made by the Bureau of Reclamation, the same said damages being...



3. The parties hereto, by signing the foregoing instrument shall be deemed to have agreed to pay, at this amount, or to any amount that may arise hereon, the this obligation shall not be considered to extend to this contract if made with a description of property for its personal benefit.

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

THE UNITED STATES OF AMERICA

JUL 23 1953

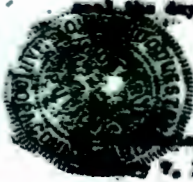
YANKEE BANK CORP.,  
a corporation

COMMONWEALTH BANK, INC.,  
a corporation

By E. R. Canfield for E. R. Canfield Agent  
By Calvin for Calvin Agent  
STATE OF ARIZONA  
County of NAVJO

On this 22nd day of July, in the year 1953, before me, John R. Sullivan, a Notary Public in and for the County and State aforesaid, personally appeared E. R. Canfield & Co. Inc., known to me to be the President and Secretary of the corporation that executed the within instrument, and to 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.



John R. Sullivan  
Notary Public

20-135

23-135



THIS PAGE WILL NOT REPRODUCE

STATE OF ALABAMA  
County of JEFFERSON

On this 10th day of January 1964  
John M. [illegible]  
a Notary Public in and for the State of Alabama, personally  
appeared [illegible]  
President and Secretary of [illegible]  
executed the above instrument, and  
within instrument as being of the legal age and sound mind  
to be that said instrument is true.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my seal this 10th day of January 1964.

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

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

The West Half of Section Seventeen (17), Township Twenty (20) North, Range Seven (7) West of the Gila and Salt River Base and Meridian, Tougepi 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 Tougepi. 11499  
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. 1975 at 9:30 a.m. The fee 750 was paid.  
Page 95  
Record of Tougepi County, Arizona  
Witness my hand and official seal this one and one day of March 1975.  
James E. Condon 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 or facilities at any reasonable time, and to begin operations any time or place that in the judgment of the Company may interfere with the construction or operation of said lines and/or facilities, with access to said easement and across therefrom to permit access of the Company to its property in connection with said lines and or facilities, and to permit the installation of its poles, fixtures, conductors, or cables of any other company within the boundaries of this easement.

Grantor shall not erect or construct or permit to be erected or constructed any building or other structure or do any 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.

Date 3-7-75

Richard H. Hinkle

STATE OF Arizona  
County of Tougepi

This instrument was acknowledged before my this 19 day of March 1975  
by E. Ray Condon and Ruth Reed Condon  
(Grantor)

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

My Commission Expires 6-1-76 Book 730 Page 95



Book 730 of  
Official Records  
Page 96

Bos folder

B: 4782 P: 200 12/10/2010 04:12:54 PM OR  
Ana Mayman-Trujillo  
OFFICIAL RECORDS OF YAVAPAI COUNTY \$9.00  
YAVAPAI CO BO OF SUPERVISORS 2010-4432907

B: 4782 P: 200 12/10/2010 04:12:54 PM OR  
\$9.00 Page 1 of 7 2010-4432907  
BOOK NO. 4782 PAGE 200 FILE NO. 2010-4432907

Book 4782 of Official Records, Page 200

## ORDER OF ESTABLISHMENT

### YAVAPAI RANCH DOMESTIC WATER IMPROVEMENT DISTRICT

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

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

WHEREAS, this 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  | lots 3-4, S1/2N1/2 & S1/2             | YRLP+NYLLC    | 301-04-001G |
|            | 7         | 630.88  | all= lots 1-4, E 1/2 & E 1/2W 1/2     | YRLP+NYLLC    | 301-04-001G |
|            | 9         | 600     | all less NE1/4NW1/4                   | YRLP+NYLLC    | 301-04-001G |
|            | 11        | 640     | all                                   | YRLP+NYLLC    | 301-04-001G |
|            | 13        | 640     | all                                   | YRLP+NYLLC    | 301-04-001D |
|            | 15        | 480     | W1/2                                  | YRLP+NYLLC    | 301-04-001G |
|            | 17        | 640     | all                                   | YRLP+NYLLC    | 301-04-001G |
|            | 19        | 97.17   | all=lots 1-4                          | YRLP+NYLLC    | 301-04-001G |
|            | 21        | 91.39   | all=lots 1-4                          | YRLP+NYLLC    | 301-04-001G |
|            | 23        | 57.22   | lots 1-3                              | YRLP          | 301-04-001D |
|            | 25        | 20.15   | all=lots 1-4                          | YRLP          | 301-04-002  |
| T20N R5W   | 5         | 392.14  | all= lots 1-4 & S1/2                  | YRLP+NYLLC    | 301-08-002A |
|            | 7         | 655.28  | all=lots 1-4, E1/2W1/2 & E 1/2        | YRLP+NYLLC    | 301-08-002A |
|            | 17        | 640     | all                                   | YRLP+NYLLC    | 301-08-002A |
|            | 19        | 654.12  | all=lots 1-4, E1/2W1/2 & E 1/2        | YRLP+NYLLC    | 301-08-002A |
|            | 29        | 640     | all                                   | YRLP+NYLLC    | 301-08-002A |
|            | 31        | 653.68  | all=lots 1-4, E1/2W1/2 & E 1/2        | YRLP+NYLLC    | 301-08-002B |
|            |           |         |                                       | YRLP+NYLLC+BF |             |
|            | 33        | 640     | all                                   | +FLR+MKR      | 301-08-002B |
|            | 34        | 640     | all                                   | YRLP+NYLLC    | 301-08-002B |

RECORDED MEMO: LEGIBILITY  
 QUESTIONABLE FOR GOOD REPRODUCTION



AREA OF THE PROPOSED YAVAPAI RANCH  
 DOMESTIC WATER IMPROVEMENT DISTRICT

| Township  | Section # | Acreage  | Part   | Owner      | Tax Parcel  |
|-----------|-----------|----------|--|------------|-------------|
| T20N R6W  | 1         | 391.87   | all= lots 1-4 & S1/2                         | YRLP+NYLLC | 301-07-001C |
|           | 3         | 389.2    | all= lots 1-4 & S1/2                         | YRLP+NYLLC | 301-07-001C |
|           | 7         | 846.22   | all= lots 1-12 inclusive and E 1/2           | YRLP+NYLLC | 301-07-001E |
|           | 9         | 640      | all  | YRLP+NYLLC | 301-07-001C |
|           | 11        | 640      | all  | YRLP+NYLLC | 301-07-001C |
|           | 13        | 640      | all  | YRLP+NYLLC | 301-07-001C |
|           | 15        | 640      | all  | YRLP+NYLLC | 301-07-001E |
|           | 17        | 640      | all  | YRLP+NYLLC | 301-07-001E |
|           | 19        | 843.52   | all= lots 1-12 inclusive and E 1/2           | YRLP+NYLLC | 301-07-001E |
|           | 21        | 640      | all  | YRLP+NYLLC | 301-07-001E |
|           | 23        | 627.11   | lots 1 & 2, N 1/2, SE 1/4 & E 1/2 of SW 1/4. | YRLP+NYLLC | 301-07-001D |
|           | 25        | 640      | all  | YRLP+NYLLC | 301-07-001E |
|           | 27        | 580.37   | lots 1-4, 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, S1/2NW1/2 & S 1/2   | YRLP+NYLLC | 301-06-001A |
|           | 7         | 625.8    | all= lots 1-4 inclusive, E1/2NW1/2 & 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, E1/2NW1/2, & 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, E1/2NW1/2 & 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. 20 N., R. 5 W.**

**sec. 5, all, consisting of lots 1-4 inclusive, & S $\frac{1}{2}$ .  
sec. 7, all, consisting of lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$  & E $\frac{1}{2}$ ;  
sec. 17, all;  
sec. 19, all, consisting of lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$  & E $\frac{1}{2}$ ;  
sec. 29, all;  
sec. 31 all, consisting of Lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$  & E $\frac{1}{2}$ ;  
secs. 33 & 34 all of each.**





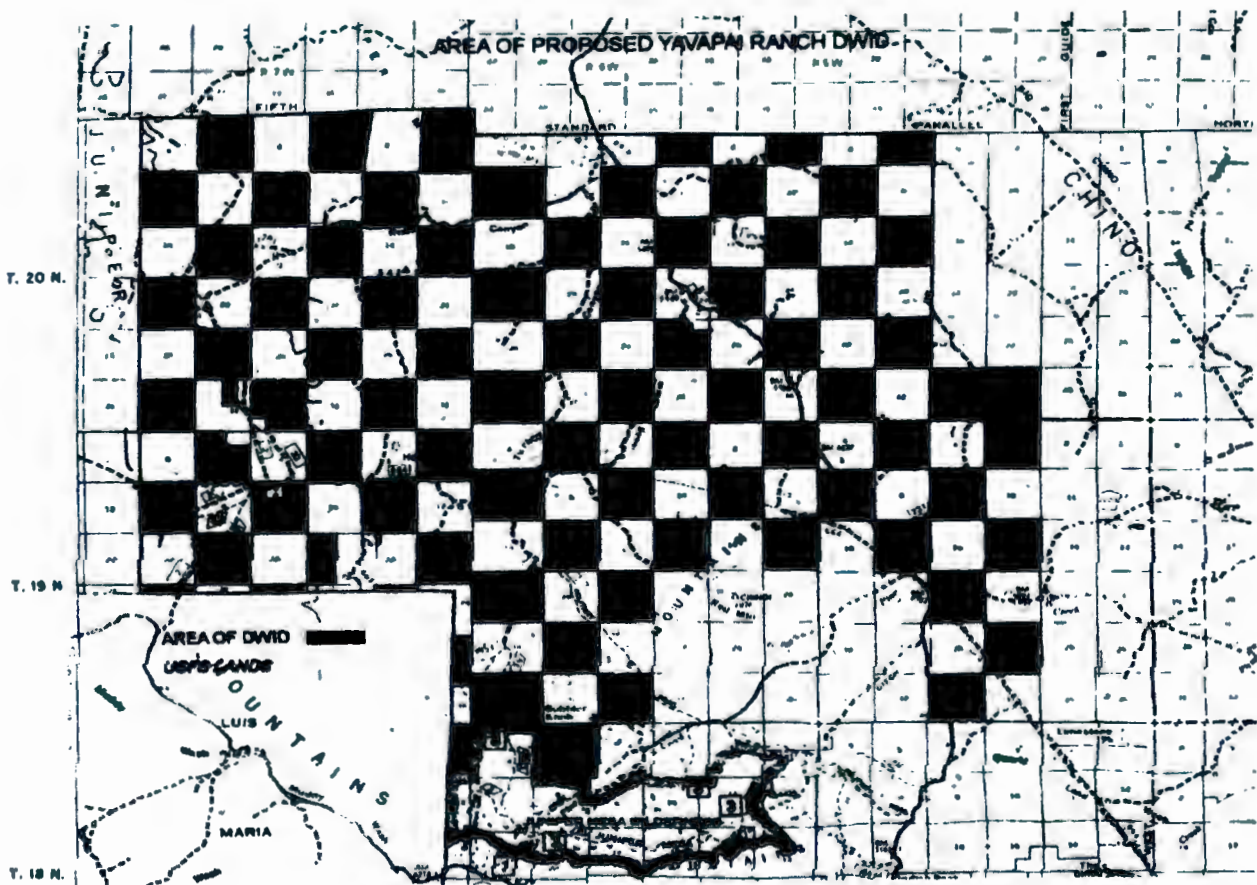
**T. 20N., R6 W**

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

**T. 20N., R7 W**

sec. 1: all, consisting of lots 1-12 and S  $\frac{1}{2}$  ;  
sec. 3: all, consisting of lots 1-12 and S  $\frac{1}{2}$  ;  
sec. 5: all, consisting of lots 1-4 inclusive, S  $\frac{1}{2}$  N  $\frac{1}{2}$ , S  $\frac{1}{2}$  ;  
;  
sec. 7: all, consisting of lots 1,2,3 &4, E  $\frac{1}{2}$  W $\frac{1}{2}$  , & E $\frac{1}{2}$  ;  
sec. 9, 11,13,15, &17: all of each;  
sec. 19: all, consisting of lots 1,2,3 &4, E $\frac{1}{2}$  W $\frac{1}{2}$ , & E $\frac{1}{2}$  ;  
sec. 21, 23, 25, 27, and 29: all of each;  
sec. 31: all, consisting of lots 1,2,3 &4, E $\frac{1}{2}$  W $\frac{1}{2}$ , & E $\frac{1}{2}$  ;  
sec . 32: W $\frac{1}{2}$  NE $\frac{1}{4}$ ;  
sec. 33: all except SW $\frac{1}{4}$  SW  $\frac{1}{4}$ ;  
sec. 35: all.

Exhibit B



RECORDERS MEMO: LEGIBILITY  
QUESTIONABLE FOR GOOD REPRODUCTION

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

S: 4921 P: 758 11/29/2012 02:09:00 PM DISP  
Leslie M. Hoffman  
OFFICIAL RECORDS OF YAVAPAI COUNTY 30.00  
YAVAPAI CO DEVELOPMENT SERV 2012-0000015

S: 4921 P: 758 11/29/2012 02:09:00 PM DISP  
30.00 Page 1 of 2 2012-0000015

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

**YAVAPAI COUNTY PLANNING  
BOARD HEARING AGENDA ITEM**

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

**Applicant: Yavapai Ranch LP and Northern Yavapai LLP**

**Agent: Michael Withey**

**Project: Yavapai Ranch**

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

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

1. Zoning Map Change from RCU-2A (Residential; Rural; 2 acre min lot size) to a PAD (Planned Area Development) zoning district in accordance with the PAD proposal dated August 9, 2012, and attached exhibits and in accordance with all applicable codes, regulations and ordinance requirements.
2. Minor General Plan Amendment approval.
3. The Development Agreement approved on July 3, 2000, is revoked pursuant to the agreement of the applicant and the county through a resolution passed by the Board of Supervisors concurrent with the approval.
4. Overall housing density for the project shall not exceed 12,500 dwelling units (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>                        |                              |
| Nonspendable:                               |                              |
| Permanent fund principal                    | -                            |
| NINGE long-term receivables                 | 36,932,882                   |
| Committed for:                              |                              |
| 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<br>of Investments | 2,321,972                  |
| Other revenue                                       | 30,097                     |
| Statutory allocation of current year revenues       | 3,263,209                  |
|   | <b><u>8,648,887</u></b>    |
| <b>Expenditures:</b>                                |                            |
| Personnel   | 28,885                     |
| Travel  | 13,992                     |
| Lease & Rental                                      | 273,297                    |
| Contractual Services                                | 219,438                    |
| Capital Outlay                                      | 30,286,028                 |
| Other Expenses                                      | 196,416                    |
|   | <b><u>31,017,835</u></b>   |
| <b>Excess/deficit of revenues over expenditures</b> | <b><u>(22,368,948)</u></b> |

(1) - Fund balance



RS5BU500  
NN0002  
RWILLIE

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

5/24/2018

11:17:36

| Account<br>Range            | Original<br>Budget | Revised<br>Budget | Actuals       | Encumbrances | Budget<br>Available | % Expended<br>of Total |
|-----------------------------|--------------------|-------------------|---------------|--------------|---------------------|------------------------|
| 00530 LAND ACQUISITION FUND |                    |                   |               |              |                     |                        |
| 415000 LAND ACQUISITION     |                    |                   |               |              |                     |                        |
| 2000 Expenses               |                    |                   |               |              |                     |                        |
| 2001 Personnel Expenses     | 57,024.00          | 57,876.00         | 26,547.98     |              | 31,328.02           | 45.87                  |
| 3000 Travel Expenses        | 31,370.00          | 31,370.00         | 13,789.34     |              | 17,580.66           | 43.96                  |
| 4000 Supplies               | 2,616.00           | 3,616.00          |               | 1,142.66     | 2,473.34            | 31.60                  |
| 5000 Lease & Rental         | 450,000.00         | 450,000.00        | 249,963.99    |              | 200,036.01          | 55.55                  |
| 5500 Communications & Util  | 2,418.00           | 1,566.00          |               |              | 1,566.00            |                        |
| 6000 Repairs & Maintenance  | 1,000.00           | 3,129.00          |               |              | 3,129.00            |                        |
| 6500 Contractual Services   | 403,200.00         | 1,027,595.24      | 403,843.98    | 380,027.33   | 243,723.93          | 76.28                  |
| 7000 Special Transactions   | 5,415.00           | 5,415.00          | 700.66        |              | 4,714.34            | 12.94                  |
| 9000 Capital Outlay         | 10,046,476.00      | 32,530,072.00     | 30,286,028.03 | 11,168.74    | 2,232,873.23        | 93.14                  |
| 2000 Expenses               | 10,999,519.00      | 34,110,639.24     | 30,980,873.98 | 392,338.73   | 2,737,426.53        | 91.97                  |
| 415000 LAND ACQUISITION     | 10,999,519.00      | 34,110,639.24     | 30,980,873.98 | 392,338.73   | 2,737,426.53        | 91.97                  |
| 00530 LAND ACQUISITION FUND | 10,999,519.00      | 34,110,639.24     | 30,980,873.98 | 392,338.73   | 2,737,426.53        | 91.97                  |



United States  
Department of  
Agriculture

Forest  
Service

Prescott National Forest

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

File Code: 5400  
Date: March 19, 2018

Dear Mr. Ruskin:

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

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

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

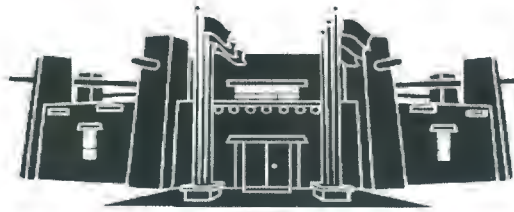
I look forward to working with you as we continue to seek solutions.

Sincerely,

DALE A DEITER  
Forest Supervisor

cc: Tracy Parker – R3 Director of Lands and Minerals





## 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 Council 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**

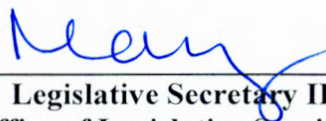
**TITLE: An Action Relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for the Purchase of Property offered for sale to the Navajo Nation by the Owner of 17,544.79 Acres, More or Less, Located within Yavapai County, Arizona**

**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> |



**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  
Begay, NM  
BeGaye, N  
Bennett  
Brown

Chee  
Crotty  
Damon  
Daniels  
Filfred

Jack  
Pete  
Phelps  
Shepherd  
Slim

Smith  
Tso  
Witherspoon  
Yazzie

**Nay : 2**

Perry

Tsosie

**Excused : 0**

**Not Voting : 2**

Hale

Bates

# **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**

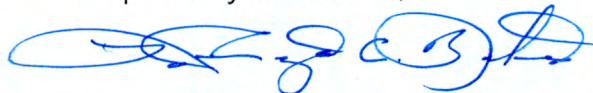
An Action relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for the Purchase of Property offered for sale to the Navajo Nation by the Owner of 17,544.79 Acres, More or Less, Located within Yavapai County, Arizona

*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

Special Session

11/20/2018

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  
Begay, NM  
BeGaye, N  
Bennett  
Brown

Chee  
Crotty  
Damon  
Daniels

Filfred  
Hale  
Jack  
Kieyoomia

Phelps  
Slim  
Smith  
Yazzie

## **Nay : 4**

Tso

Tsosie

Shepherd

Pete

## **Excused : 0**

## **Not Voting : 2**

Bates

Perry

# **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

Naa'bik'iyati Committee

12/18/2018

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

Legislation 0308-18 Approving

SEC Phelps

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**

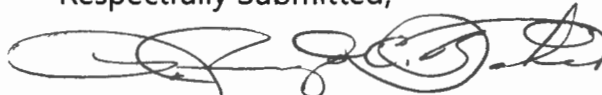
An Action relating to the Navajo Nation Council; Approving the Expenditure of Fund Principal for the Purchase of Property offered for sale to the Navajo Nation by the Owner of 17,544.79 Acres, More or Less, Located within Yavapai County, Arizona

*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