

RESOLUTION OF THE  
LAW AND ORDER COMMITTEE RESOLUTION

23rd NAVAJO NATION COUNCIL -- First Year, 2015

AN ACTION

RELATING TO LAW AND ORDER; APPROVING THE INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE NAVAJO NATION AND COCONINO COUNTY, ARIZONA

BE IT ENACTED:

Section One. Findings

- A. Navajo Nation Code defines "intergovernmental agreements" as "agreements between the Navajo Nation and another government that involve the sharing of governmental powers, and includes Indian Self-Determination and Education Assistance Act (P. L. 63-638) contracts. Intergovernmental agreements do not include agreements between the Navajo Nation and another government where the Nation or the other government acts in a landowner or commercial capacity." 2 N.N.C. § 110 (J) (2012) see also CJA-03-13, 22nd Navajo Nation Council (2013).
- B. Navajo Nation code states that "[s]tatements of policy, enactments of positive law, intergovernmental agreements, budget resolutions, and reallocations must be reviewed and approved by resolution by the appropriate standing committee(s) and the Navajo Nation Council except as otherwise provided herein." 2 N.N.C. § 164(A) see also CJA-03-13.
- C. The Navajo Nation Council established the Law and Order Committee (LOC) and as such gave the LOC final approval authority of agreements negotiated by public safety programs with state and local governmental agencies, "subject to Naabik'íyáti' approval when required by law." 2 N.N.C. §§ 600 (A) and 601(B) (1) (a) see also CJA-03-13.

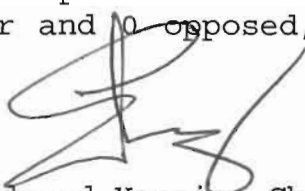
- D. The Navajo Nation Council gave the Naabik'íyáti' Committee authority to authorize, review, approve and accept any and all contracts with the United States, however this authority does not extend to state or local governments. 2 N.N.C. § 701(A) (12).
- E. Since Naabik'íyáti' Committee's authority extends only to contracts with the United States, the Law and Order Committee is final approval for this Intergovernmental Agreement between the Navajo Nation and Coconino County, Arizona.
- F. The Intergovernmental Agreement's purpose is "to provide for the orderly and effective enforcement of the criminal and traffic laws of the Navajo Nation only within the Twin Arrows parcel of Coconino County, State of Arizona; to ensure that, should Navajo Department of Public Safety require additional assistance, then Coconino County Sheriff's Department is empowered to respond effectively upon the Twin Arrows parcel; to prevent any jurisdiction from becoming a sanctuary for violators of the law of another jurisdiction; to prevent inter-jurisdiction flight; and to foster greater respect for the laws of each jurisdiction by the more certain application thereof. EXHIBIT A at sect. III.
- G. Approving the Intergovernmental Agreement supports the effective cooperation and coordination between the Navajo Nation law enforcement agencies and that of state law enforcement agencies. 2 N.N.C. § 600 (C) (7) (2012) see also CJA-03-13.

**Section Two. Approving the Intergovernmental Agreement**

- 1. The Navajo Nation approves the Intergovernmental Agreement between the Navajo Nation and Coconino County, Arizona, as set forth in the documents attached as EXHIBIT A.
- 2. The Navajo Nation authorizes the Navajo Nation President to sign the Intergovernmental Agreement.

**CERTIFICATION**

I hereby certify that the foregoing resolution was duly considered by the Law and Order Committee of the 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 3 in favor and 0 opposed, this 29<sup>th</sup> day of August 2015.



Edmund Yazzie, Chairperson  
Law and Order Committee of the  
23<sup>rd</sup> Navajo Nation Council

Motion: Honorable Kee Allen Begay  
Second: Honorable Otto Tso

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE NAVAJO NATION AND  
COCONINO COUNTY, ARIZONA**



**Section I            Parties**

This law enforcement agreement (hereinafter "AGREEMENT") is entered into by and between the Navajo Nation, a sovereign nation, through the Navajo Division of Public Safety, Navajo Police Department (hereinafter and together "NATION"); and Coconino County, Arizona, by and through the Coconino County Board of Supervisors (a political subdivision of the State of Arizona) and the Coconino County Sheriff's Office (hereinafter and together "COUNTY"). The Nation and County may also be referenced as Parties or Agencies.

**Section II           Territorial Application**

The geographical area covered by this AGREEMENT is only that portion of Navajo Indian Country, as defined in 18 U.S.C. § 1151, within the 405.61 acre "Twin Arrows parcel," as more fully described in Exhibit A, Coconino County, State of Arizona, provided nothing herein shall limit the application of the laws of fresh pursuit to any action undertaken pursuant to this AGREEMENT and each Party acting under the authority of this AGREEMENT may engage in fresh pursuit as allowed by law.

**Section III          Purpose**

This AGREEMENT is entered into to provide for the orderly and effective enforcement of the criminal and traffic laws of the Navajo Nation only within the Twin Arrows parcel of Coconino County, State of Arizona; to ensure that, should Navajo Department of Public Safety require additional assistance, then Coconino County Sheriff's Department is empowered to respond effectively upon the Twin Arrows parcel; to prevent any jurisdiction from becoming a sanctuary for violators of the law of another jurisdiction; to prevent inter-jurisdictional flight; and to foster greater respect for the laws of each jurisdiction by the more certain application thereof. This AGREEMENT is based on mutual respect for and recognition of the inherent sovereignty of the Navajo Nation and the State of Arizona and the laws enacted by each sovereign.

**Section IV          Authorities**

The NATION is duly authorized to enter into this AGREEMENT pursuant to 17 N.N.C. § 102 and 2 N.N.C. § 1353, as amended. COUNTY is authorized to enter into this AGREEMENT pursuant to A.R.S. §11-951, *et seq.*, and A.R.S. § 13-3872.

**Section V           Creation of Third Party Rights or Benefits; Use of Agreement as Evidence**

This AGREEMENT does not create any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a party hereto; nor does it create a duty to respond not otherwise imposed by applicable law. No part of this AGREEMENT may be used as evidence in any court proceeding by any party hereto or any successor, assignee, or subrogee of any party hereto unless the entire AGREEMENT is also received into evidence. Failure to follow the provisions of the AGREEMENT shall not, of itself, constitute a defense, ground for suppression of evidence, or basis for dismissal of any criminal action.

## **Section VI            Scope of Powers**

- A. Pursuant to this AGREEMENT, the NATION hereby grants COUNTY law enforcement deputies those powers necessary to enforce the criminal and traffic laws of the Navajo Nation within the Twin Arrows parcel, including the powers to conduct searches or make arrests for any violations thereof to the full extent as allowed by applicable law, hereinafter referred to as "mutual aid law enforcement certification."
- B. The Parties to this AGREEMENT recognize and acknowledge that NATION officers are certified through Arizona Peace Officer Standards and Training, and thereby independently "possess and exercise all law enforcement powers of peace officers" in the State of Arizona, *see* A.R.S. §13-3874. Nothing in this AGREEMENT diminishes such authority.

## **Section VII            Application for Certification**

- A. The Coconino County Sheriff, or his or her designee, shall complete and submit the NATION's Peace Officer Commission Card form (Exhibit B) for each COUNTY deputy who is qualified for a mutual aid law enforcement certification. A COUNTY deputy is qualified if he or she completes the required training pursuant to Subsection B, satisfactorily meets all requirements on the Peace Officer Commission Card form, and the Coconino County Sheriff, or his or her designee, submits a statement of qualifications that includes post-documentation of Arizona Peace Officer certification and a valid Coconino County law enforcement certification card for each applicant.
- B. COUNTY deputies shall complete a 16-hour training course at the NATION's police academy, or at such other location agreed upon by the Parties, prior to receiving a mutual aid law enforcement certification by the NATION.
- C. The NATION shall, without undue delay, certify each applicant upon determining that the applicant is qualified for mutual aid law enforcement certification. No applicant shall be denied a mutual aid law enforcement certification on the basis of race, creed, sex, or color.
- D. A COUNTY deputy shall remain commissioned under this AGREEMENT unless and until he or she resigns his or her employment as a COUNTY deputy. The COUNTY shall timely notify the NATION of such resignation, and the COUNTY shall return the COUNTY deputy's Navajo mutual law enforcement certification card within ten (10) calendar days of the date of resignation to the official and address shown in Section XXI.

## **Section VIII            Arrest and Custody Procedures**

- A. Indian suspects arrested within the Twin Arrows parcel by any certified COUNTY deputy pursuant to this AGREEMENT shall be immediately taken to the appropriate and nearest NATION detention facility for booking by the NATION.

- B. Non-Indian suspects arrested by NATION officers pursuant to this AGREEMENT shall be taken to the appropriate COUNTY detention facility for booking.
- C. A NATION officer who arrests any non-Indian shall inform the arrestee of his or her rights as required by federal law.
- D. A certified COUNTY deputy who arrests any Indian within the Twin Arrows parcel under any provision of the NATION's criminal laws shall inform the arrestee of his or her rights relating to criminal law under the Navajo Bill of Rights.
- E. A certified COUNTY deputy who, only if authorized by the Bureau of Indian Affairs ("BIA") to enforce federal law, arrests any Indian within the Twin Arrows parcel for any offense under 18 U.S.C. § 1152 or 1153, or any other applicable federal criminal law, shall inform the arrestee of his or her rights as required by federal law. If the certified COUNTY deputy is not federally commissioned by the BIA, he or she shall hold the suspect until a federally commissioned NATION officer or other federally commissioned officer may inform the suspect of his or her rights as required by federal law.
- F. In the event an arrest is made, or could be made, under 18 U.S.C. § 1152 or 1153 or for any federal felony within the Twin Arrows parcel:
  - 1. by a federally commissioned NATION officer, that officer shall immediately notify a NATION Criminal Investigator or FBI Agent who will then proceed with the case; or
  - 2. by a certified COUNTY deputy only if federally commissioned, he or she shall immediately notify a NATION Criminal Investigator or FBI Agent who will then proceed with the case.
- G. A certified COUNTY deputy who arrests any Indian within the Twin Arrows parcel shall notify the NATION's police dispatcher, via police radio, of the arrest, obtain a report number, prepare and submit a complete and accurate NATION arrest/booking report, submit the arrest report to the proper NATION police district immediately for processing, forward said information and documents to the proper NATION Prosecutor's Office, and shall honor any Navajo district court subpoena and summons relating to the arrest.
- H. A NATION officer who arrests a non-Indian pursuant to this AGREEMENT shall notify the nearest sheriff's dispatcher, via police radio, of the arrest, obtain a report number, prepare and submit a complete and accurate sheriff's arrest/booking report, submit the arrest report to the nearest sheriff's facility immediately for processing, forward said information and documents to that county's district attorney, and shall honor any county or magistrate court subpoena and summons relating to the arrest.
- I. Notwithstanding the foregoing subparagraphs A-H, COUNTY Sheriff's deputies are under no obligation to respond to, or further the detain of, or transport the detainees of NATION officer(s) where the only contention is that the detainee is present in Arizona or the United States illegally; the same being a federal civil offense over which neither Party has primary jurisdiction. The only exception pertains where

federal Immigrations and Customs Enforcement [ICE] has issued a prior detainer order to COUNTY authorizing the federal detention of the suspect(s).

#### **Section IX            Investigations**

All investigations, including searches and seizures, conducted within the applicable territory of this AGREEMENT shall be conducted pursuant to applicable Navajo, Arizona and/or federal law.

#### **Section X            Forfeitures**

If, as a result of any investigation within the Twin Arrows parcel in which the NATION and COUNTY participate together and any tangible items of contraband, including money, are seized from an Indian or non-Indian pursuant to the criminal laws of the Navajo Nation or the State of Arizona, the NATION and COUNTY shall share in the distribution of any and all items not otherwise legally destroyed or money forfeited as a result of said investigation. Shares and proceeds from the sale of any and all items, including money, will be distributed based on applicable law and the relative contributions of the participating Agencies. Relative contributions will be cooperatively evaluated and determined by participating Agency heads or their authorized delegates.

#### **Section XI            Crime Statistics**

The Parties agree that crime statistics arising from arrests and investigations conducted pursuant to this AGREEMENT shall be accounted for and maintained by the Agency in whose jurisdiction the offense was committed.

#### **Section XII            Extradition**

Any Indian located within the Twin Arrows parcel who has violated Arizona criminal law and who seeks asylum from prosecution by the State of Arizona shall be extradited pursuant to 17 N.N.C. §§ 1951 *et seq.*, as may be amended, except if the arrest is as a result of fresh pursuit pursuant to Section II of this AGREEMENT.

#### **Section XIII           Citations for Traffic Offenses**

- A. A certified COUNTY deputy who effects a stop for a traffic offense within the Twin Arrows parcel on any Indian may issue a written warning or issue a citation into the appropriate Navajo district court or effect an arrest where permitted by Navajo law.
- B. A NATION officer who effects a stop for a traffic offense within Coconino County, State of Arizona, but outside the Twin Arrows parcel on any non-Indian may issue a verbal or written warning or issue a State of Arizona traffic citation or effect an arrest where permitted by Arizona law.

#### **Section XIV           Supervision and Control of NATION Officers and COUNTY Deputies**

NATION officers remain under the ultimate supervision and control of the NATION, but shall take direction from the ranking COUNTY deputy when NATION officers are exercising authority in assistance of COUNTY deputies. Certified COUNTY deputies shall remain under the ultimate supervision and control of the COUNTY, but shall take direction from the ranking

NATION officer when exercising authority granted pursuant to this AGREEMENT in assistance of NATION officers.

**Section XV Compensation and Benefits of NATION Officers and COUNTY Deputies**

All NATION officers remain employees of the NATION. The NATION shall remain liable for NATION officers' salaries, workers' compensation, and civil liabilities. Each NATION officer shall be deemed to be performing regular duties for the NATION while performing public safety services pursuant to this AGREEMENT. All certified COUNTY deputies remain employees of the COUNTY. The COUNTY shall remain liable for all certified COUNTY deputies' salaries, workers' compensation, and civil liabilities. Each certified COUNTY deputy shall be deemed to be performing regular duties for the COUNTY while performing public safety services pursuant to this AGREEMENT.

**Section XVI Dispute Resolution**

In the event of a dispute, claim or controversy ("dispute") arising out of or related to this AGREEMENT, the Parties, through their chief executive officers, agree to meet as promptly as possible to informally resolve the dispute in good faith. In the event the Parties are unable to reach informal resolution, either Party, or both, may notify the other in writing of intent to terminate the AGREEMENT in accordance with Section XVIII of this AGREEMENT.

**Section XVII Liability**

The NATION is not liable for the acts or failures to act by certified COUNTY deputies. The COUNTY is not liable for the acts or failures to act by NATION officers. As NATION officers operate under an Indian Self-Determination and Education Assistance Act contract with the Bureau of Indian Affairs, the Federal Tort Claims Act is the exclusive remedy for claims arising out of the acts or omissions of the officers taken within the scope of their employment.

**Section XVIII Duration, Modification and Termination of Agreement**

This AGREEMENT is in effect for a period of eighteen (18) months from the date of signing unless modified or terminated as described below. Renewals of this AGREEMENT may be made, each for up to a five-year period, with each renewal being completed and approved at least thirty (30) calendar days prior to the expiration of the preceding period. Any amendment to this AGREEMENT may be adopted by an instrument in writing signed by all Parties to this AGREEMENT subject to approval by the appropriate authorities. The NATION or the COUNTY may terminate this agreement upon written notice of at least thirty (30) calendar days prior to the termination date, by certified, return receipt, postal mail. Such written notice shall be forwarded to the Coconino County Manager and Sheriff of Coconino County, and to the Office of the President and Chief of Police for the NATION. Upon Termination all NATION Peace Officer Commission Cards issued to COUNTY deputies shall immediately expire. Said Cards shall be returned to the NATION. All parties are hereby on notice that this contract is subject to cancellation for Conflicts of Interest pursuant to A.R.S. § 38-511.



**Section XIX Provisions Required in Contracts with Agencies of the State of Arizona**

Notwithstanding any provision of the AGREEMENT to the contrary, the NATION agrees to abide by the following terms and provisions that are required for contracts with the COUNTY, a constituent department of the State of Arizona:

- A. The NATION shall retain all data and other records relating to the performance of the AGREEMENT for a period of five years after the completion of the AGREEMENT. All records shall be subject to inspection and audit by the COUNTY at reasonable times. Upon request, the NATION shall produce a legible copy of any or all such records.
- B. The Parties agree to comply with all applicable state and federal statutes and regulations concerning anti-discrimination practices. This contract is governed by Arizona Executive Order 2009-09.

**Section XX Sovereign Immunity**

The provisions of the Navajo Nation Sovereign Immunity Act, 1 NNC §§ 501, et seq., establish the NATION's invocation of Sovereign Immunity, and the limitations thereof, which are made applicable to this Agreement.

**Section XXI Notices**

All notices and communications required or permitted under this AGREEMENT shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such other address as a Party may hereafter specify in writing):

**NATION:** Chief of Police  
Navajo Police Department  
P.O. Box 3360  
Window Rock, AZ 86515-3360

**COUNTY:** Coconino County Sheriff  
Coconino County Sheriff's Office  
911 East Sawmill Road  
Flagstaff, AZ 86001

**Section XXII Savings Clause**

If any provision of this AGREEMENT is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.

**Section XXIII Entire Agreement.**

This AGREEMENT, including any exhibits or other attachments, constitutes the entire terms, conditions and understandings of the Parties hereto. There are no representations or provisions other than those contained herein.

**Section XXIV Effective Date of Agreement**

This AGREEMENT shall become effective on the date the last signature of the appropriate authorities is affixed below. This AGREEMENT may be executed in up to four counterparts; each to be treated as the original.

**THE NAVAJO NATION:**

\_\_\_\_\_  
Russell Begaye, Navajo Nation President

\_\_\_\_\_  
Date

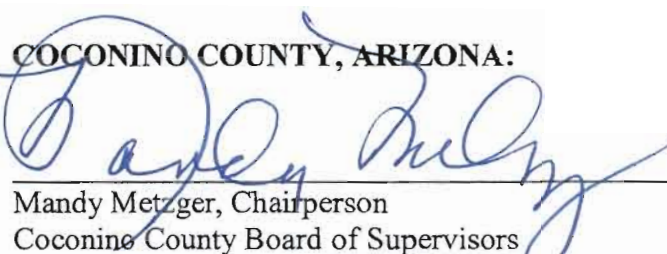




\_\_\_\_\_  
Jesse Delmar, Executive Director  
Navajo Division of Public Safety

\_\_\_\_\_  
Date

**COCONINO COUNTY, ARIZONA:**

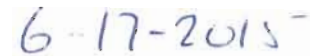
  
\_\_\_\_\_  
Mandy Metzger, Chairperson  
Coconino County Board of Supervisors

\_\_\_\_\_  
Date

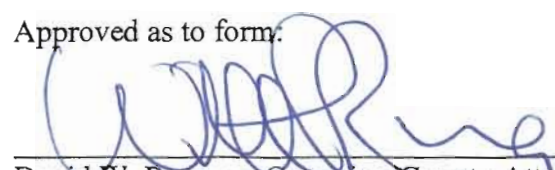


  
\_\_\_\_\_  
Sheriff Bill Pribil, Coconino County

\_\_\_\_\_  
Date



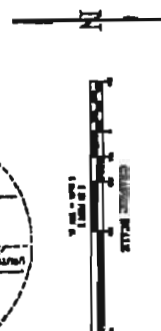
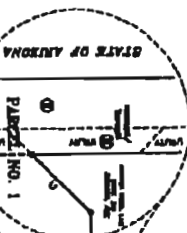
Approved as to form:

  
\_\_\_\_\_  
David W. Rozema, Coconino County Attorney, by  
William P. Ring, Deputy County Attorney

\_\_\_\_\_  
Date



**±405.61 ACRYLS**



**SEC 30**

SEC 29

PARCEL NO. 1  
VACANT

SEC 32

STATE OF ARIZONA

### SURVEY RELATED SCHEMABLE & TYPES

NOTES

## NOTES

NAVAGO INDIAN RESERVATION

**ALTA AGSIN LAND  
TITLE SURVEY**

The WLB Group **WLB** 世界日報



## PARCEL BOUNDARY DESCRIPTION

A portion of the north half of Section 31, and the south half of Section 29, Township 21 North, Range 11 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a set aluminum cap marked "RLS 18215" at the corner common to Sections 29, 30, 31 and 32, Township 21 North, Range 11 East, Gila and Salt River Meridian, Coconino County, Arizona;

Thence North  $00^{\circ}25'51''$  West, 460.17 feet along the west line of said Section 29 to a found  $1/2''$  diameter rebar with plastic cap marked "RLS 18215";

Thence continuing North  $00^{\circ}25'51''$  West, 880.64 feet along said west line of Section 29 to a found  $1/2''$  diameter rebar with plastic cap marked "RLS 18215";

Thence continuing North  $00^{\circ}25'51''$  West, 1297.66 feet along said west line of Section 29 to a found U.S. Government Land Office brass cap at the west quarter corner of said Section 29;

Thence North  $89^{\circ}34'49''$  East, 90.00 feet along the latitudinal mid-section line of said Section 29 to a set  $1/2''$  diameter rebar with plastic cap marked "RLS 18215";

Thence South  $00^{\circ}25'51''$  East, 935.28 feet along a line parallel with and 90.00 feet east of said west line of Section 29 to a set  $1/2''$  diameter rebar with plastic cap marked "RLS 18215";

Thence North  $44^{\circ}11'15''$  East, 99.65 feet to a set  $1/2''$  diameter drill hole with brass tag marked "RLS 18215";

Thence North  $88^{\circ}48'21''$  East, 292.56 feet to a set  $1/2''$  diameter rebar with plastic cap marked "RLS 18215" and a point of curvature;

Thence northeasterly and southeasterly, 142.20 feet along the arc of a 1,500.00 foot radius curve, concave to the southwest, having a central angle of  $05^{\circ}25'53''$ , to a set  $1/2''$  diameter rebar with plastic cap marked "RLS 18215";

Thence South  $85^{\circ}45'46''$  East, 282.63 feet to a set  $1/2''$  diameter rebar with plastic cap marked "RLS 18215" and a point of curvature;

Thence southeasterly and northeasterly, 313.58 feet along the arc of a 310.00 foot radius curve, concave to the northwest, having a central angle of  $57^{\circ}57'30''$ , to a set  $1/2''$  diameter rebar with plastic cap marked "RLS 18215";

Thence North  $36^{\circ}16'45''$  East, 332.86 feet to a set  $1/2$ " diameter rebar with plastic cap marked "RLS 18215" and a point of curvature;

Thence northeasterly and northwesterly, 128.10 feet along the arc of a 120.00 foot radius curve, concave to the northwest, having a central angle of  $36^{\circ}41'55''$ , to a set  $1/2$ " diameter rebar with plastic cap marked "RLS 18215";

Thence North  $00^{\circ}25'11''$  West, 378.02 feet to a point on said latitudinal mid-section line of Section 29 and the south line of ANTELOPE HILLS as recorded in Instrument No. 3438078, RCC, from which a  $1/4$ " diameter rebar with cap marked "WITNESS CORNER" lies North  $00^{\circ}25'11''$  West, 75.00 feet;

Thence North  $89^{\circ}34'49''$  East, 920.62 feet along said latitudinal mid-section line of said Section 29 and said south line of said ANTELOPE HILLS to a found  $1/2$ " diameter rebar with plastic cap marked "RLS 18215" at the southeast corner of said ANTELOPE HILLS and the southwest corner of that parcel described in Docket 1810, Page 456, RCC;

Thence continuing North  $89^{\circ}34'49''$  East, 110.50 feet along said latitudinal mid-section line of said Section 29 and the south line of said parcel described in Docket 1810, Page 456, RCC to a found  $1/2$ " diameter rebar with plastic cap marked "RLS 18215" at the southeast corner of said parcel;

Thence continuing North  $89^{\circ}34'49''$  East, 224.26 feet along said latitudinal mid-section line of said Section 29 and the south line of said parcel to a found  $1/2$ " diameter rebar with plastic cap marked "RLS 18548" at the center quarter corner of said Section 29;

Thence North  $89^{\circ}34'22''$  East, 985.24 feet along said latitudinal mid-section line of said Section 29, the south line of said parcel, and the south line of that parcel described in Docket 1566, Page 60, RCC, to a found U.S. Government Land Office brass cap on the west line of the Navajo Indian Reservation per Executive Order November 14, 1901;

Thence South  $00^{\circ}21'46''$  East, 1299.10 feet along said west line to a found  $1/2$ " diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South  $00^{\circ}21'46''$  East, 1342.25 feet along said west line to a found U.S. Government Land Office brass cap marked "M1-NIR" at the intersection of said west line and the line common to said Sections 29 and 32;

Thence South  $89^{\circ}37'12''$  West, 985.03 feet along the south line of said Section 29 to a found  $1/2$ " diameter rebar with tag marked "RLS 18215" at the south quarter corner of said Section 29;

Thence South  $89^{\circ}36'50''$  West, 184.95 feet along said south line of said Section 29 to a found  $1/2$ " diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 89°36'50" West, 1135.59 feet along said south line of said Section 29 to a found 1/2" diameter rebar with cap marked "RLS 18548";

Thence continuing South 89°38'10" West, 34.93 feet along said south line of said Section 29 to a found 1/2" diameter rebar with cap marked "RLS 18215";

Thence continuing South 89°38'10" West, 967.64 feet along said south line of said Section 29 to a found 1/2" diameter rebar with cap marked "RLS 18215";

Thence continuing South 89°38'10" West, 318.08 feet along said south line of said Section 29 to said set aluminum cap marked "RLS 18215" at said corner common to Sections 29, 30, 31 and 32, Township 21 North, Range 11 East, Gila and Salt River Meridian, Coconino County, Arizona;

Thence South 00°14'09" East, 1442.34 feet along the east line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 00°14'09" East, 1196.29 feet along said east line of Section 31 to a found U.S. Government Land Office brass cap at the east quarter corner of said Section 31;

Thence South 89°38'03" West, 1455.50 feet along the meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 89°38'03" West, 1184.20 feet along said meridional mid-section line of said Section 31 to a found aluminum cap marked "LS 18548" at the center quarter corner of said Section 31;

Thence South 89°37'41" West, 532.09 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 89°37'41" West, 128.83 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with broken aluminum cap;

Thence South 89°41'33" West, 660.12 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with broken aluminum cap;

Thence South 89°36'36" West, 661.07 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°22'23" West, 659.83 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°21'46" West, 659.54 feet to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";