LEGISLATIVE SUMMARY SHEET
Tracking No. 0253-17

DATE: June 27, 2017

TITLE OF RESOLUTION: AN ACTION RELATING TO NAABIK'ÍYÁTI' COMMITTEE; REGARDING 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 approves the purchase of 17,544 acres of land offered for sale by the owner, located in Yavapai County, Arizona. The purchase is under the Land Acquisition Policy and Procedure and with funds available in the Land Acquisition Trust Fund.

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

PROPOSED STANDING COMMITTEE RESOLUTION

23rd NAVAJO NATION COUNCIL -- Third Year, 2017

INTRODUCED BY

(Prime Sponsor)

TRACKING NO. 0253-17

AN ACTION

RELATING TO NAABIK'ÍYÁTI' COMMITTEE; REGARDING 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 FY2017 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.

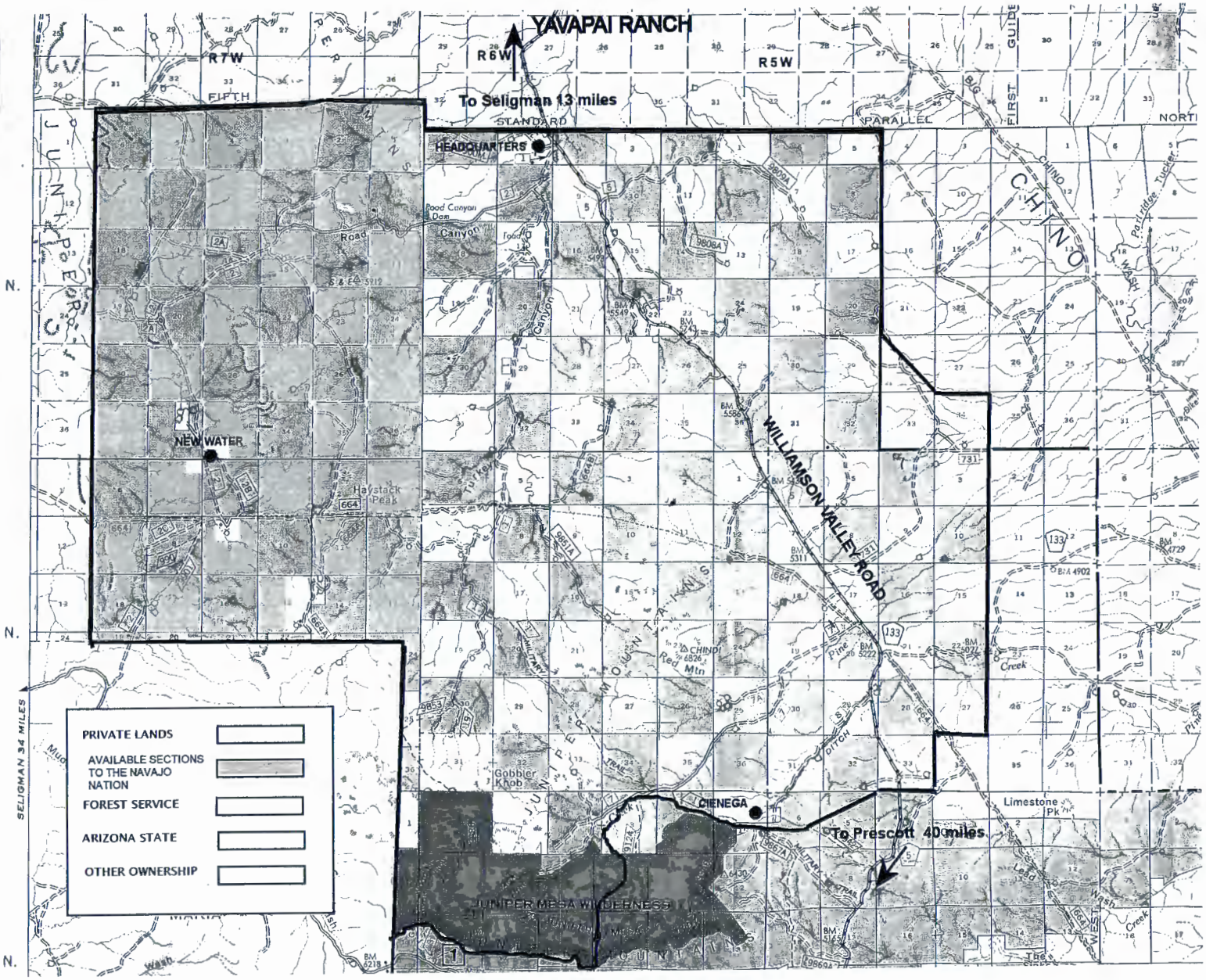
Section Three. Approval

A. The Navajo Nation hereby approves of the purchase of the 17,544.79 acres, more or less, as described in paragraph F above, at $59,700,000 plus any closing costs and expenses, consistent with the general terms of the Real Estate Purchase Agreement.

B. The Navajo Nation hereby approves 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 August 30, 2017, 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.

EXHIBIT A


YAVAPAI RANCH
R7W
R6W
R5W
To Seligman 13 miles
STANDARD
PARALLEL
FIRST
GUIDE
HEADQUARTERS
NEW WATER
Haystack Peak
Canyon
Road
WILLIAMSON VALLEY ROAD
CHINO
Pattridge Tucker
WASH
CHINDI
Red Mtn
Pine
Creek
Gobbler Knob
CIENEGA
To Prescott 40 miles
Limestone Pk
JUNIPER MESA WILDERNESS
SELIGMAN 34 MILES
T. 20 N.
T. 19 N.
T. 18 N.
PRIVATE LANDS
AVAILABLE SECTIONS TO THE NAVAJO NATION
FOREST SERVICE
ARIZONA STATE
OTHER OWNERSHIP

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

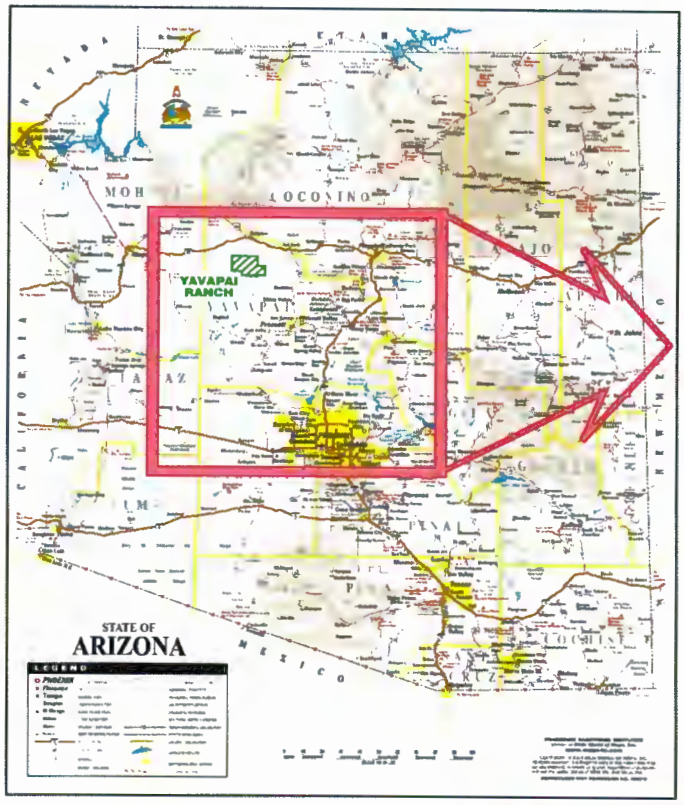
One of the Antelope Valleys

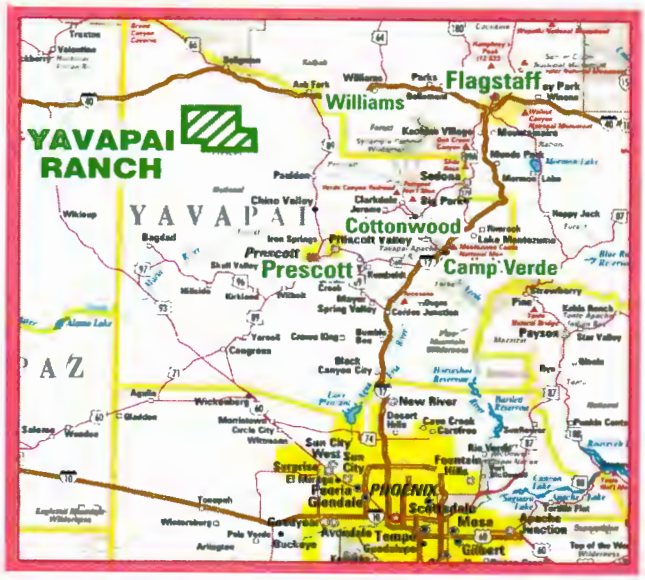
Summer on the Range

Mule Deer

Prehistoric Pictographs

Yavapai Ranch Location





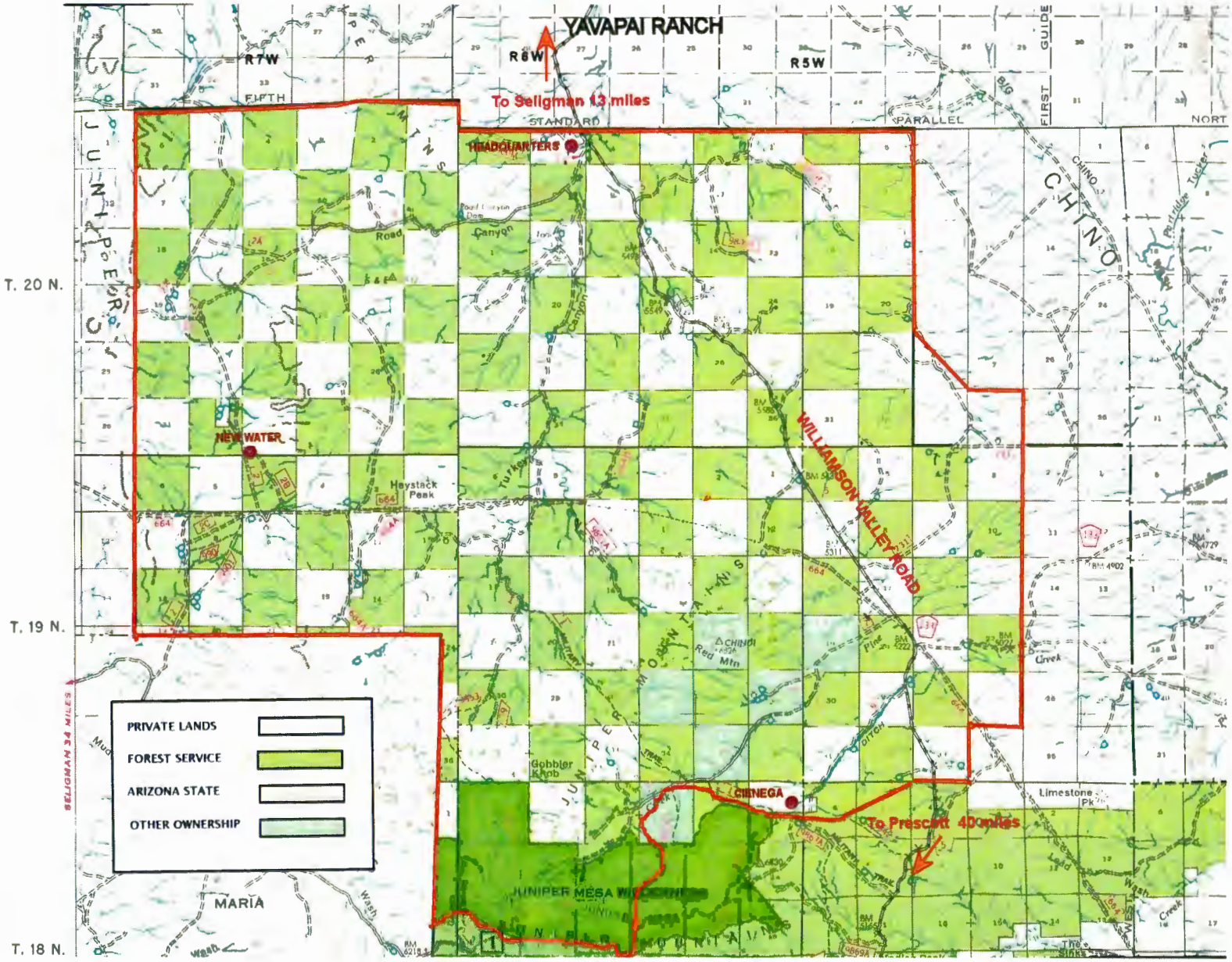

YAVAPAI RANCH
R8W
R7W
R5W
To Seligman 13 miles
HEADQUARTERS
NEW WATER
CIENEGA
To Prescott 40 miles
WILLIAMSON VALLEY ROAD
T. 20 N.
T. 19 N.
T. 18 N.
PRIVATE LANDS
FOREST SERVICE
ARIZONA STATE
OTHER OWNERSHIP
JUNIPER MESA WILDERNESS
SELIGMAN 34 MILES
MARIA
Haystack Peak
Gobbler Knob
Limestone Pk
STANDARD
PARALLEL
FIRST
GUIDE
FIFTH
NORT

EXHIBIT
B

YAVAPAI RANCH

Fred Ruskin

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

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

June 2, 2017

Michael Halona
Email: m_halona@frontiernet.net

Dear Mr. Halona:

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

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

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

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

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

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

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

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

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

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

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

Sincerely yours,

Fred Ruskin,
For the Yavapai Ranch

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

ALTA Commitment

COMMITMENT FOR TITLE INSURANCE

Issued by Yavapai Title Agency, Inc.

123 N. Montezuma
Prescott, AZ 86301
(928) 445-2528

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

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

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

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

Issued through the office of:

Yavapai Title Agency, Inc.

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

Old Republic National Title Insurance Company – Issued by

Yavapai Title Agency, Inc.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Order No.: 08021640-CLA
Your No.: BLM\jh\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**

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.

SCHEDULE B - SECTION I
REQUIREMENTS

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

1. Approval by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.

2. We find no open deeds of trust of record. Please provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.

3. Furnish the name of the Proposed Insured. The right is reserved to make additional exceptions or requirements upon submission of the name of the proposed insured.

4. Record Deed from Vestee to Proposed Insured Owner.

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

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

TAX NOTE:

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

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

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

(Continued)

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

SCHEDULE B – SECTION II
EXCEPTIONS

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

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Taxes and assessments collectible by the County Treasurer not yet due and payable for the following year:

   Year : 2017

2. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.

3. Reservations of rights-of-way for railroad, station grounds, pipe lines and ditches in Deed from Atlantic and Pacific Railroad Company, recorded in Book 41 of Deeds, page 2.

4. Reservations of rights of way for railroad, station grounds, depots, public roads, highways and exceptions and provisions in Deed from Santa Fe Railroad Company, recorded in Book 145 of Deeds, pages 172-173.

5. Easements and rights incident thereto, as set forth in instrument:

   Recorded in Book : 194 of Deeds
   Page : 42
   Purpose : electric transmission line 125 feet in width

6. An easement as shown on instrument recorded in Book 23 of Official Records, page 450.

7. Easements and rights incident thereto, as set forth in instrument:

   Recorded in Book : 730 of Official Records
   Page : 95
   Recorded in Book : 730 of Official Records
   Page : 96
   Purpose : electric lines

8. Liabilities and obligations imposed by reason of Yavapai County Water Improvement District created in Book 4782 of Official Records, page 200.

9. Any terms and conditions, rules or restrictions imposed, upon the right of access to the land described in Schedule A, by the United States of America acting by and through the Forest Service, Department of Agriculture.

10. LACK OF A RIGHT OF ACCESS to and from said land.

11. The effect of Disposition of Hearing regarding PAD as recorded November 29, 2012 in Book 4921 of Official Records, page 758.

END OF SCHEDULE B – SECTION II

Yavapai Title Agency, Inc.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org. If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2006 ALTA Short Form Residential Loan Policy is ultimately issued, the arbitration provisions of the issued policy shall control.

Yavapai Title Agency, Inc.

OLD REPUBLIC TITLE

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

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.

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

Go to www.oldrepublictitle.com (*Contact Us*)

Yavapai Title Agency, Inc.

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

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you 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.

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *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.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market.*

Yavapai Title Agency, Inc.

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

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.

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.

Territory of Oregon
County of Yamhill.

Before me, a Justice of the Peace in and for said County, personally appeared Nathaniel Foster, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 29 day of January A. D. 1857.

J. Edgworth
Justice of the Peace
Yamhill County, O. T.

Recorded at request of S. H. Hennington Feb 1st A. D. 1857 at 11 o'clock A. M. in Book No 1 of Deeds Page 1 and 2 Records of the County of Yamhill

[illegible] Recorder
[illegible] County Recorder

A & C R R Co.

to

Deed

E B & Otis Cummins

This agreement made and entered into this 15th day of October, A. D., 1866, by and between the Atlantic & Pacific Railroad Company, and E. B. Cummins, the owner of the property therein in parties of the first part, and E. B. Cummins, Lola M. Cummins his wife, and Robert Cummins, parties of the second part, Witnesseth:

Whereas, between the first day of January 1856, and the first day of January 1862, there were been a number of contracts made between the Atlantic & Pacific Railroad Company and the said E. B. Cummins for the conveyance of large amounts of land which were granted to the Atlantic & Pacific Railroad Company by the Act of Congress approved July 27th, 1866;

And Whereas The Atlantic & Pacific Railroad Company and the then Grantees, on the tenth day of March 1868, attempting to carry out portions of the contracts

thereto for existing between the Atlantic & Pacific Railroad Company and the said E. B. Penrose, made a deed of conveyance conveying large amounts of said land to the said E. B. Penrose, which were situated in the County of Coconino and Territory of Arizona and which amounted to about 2,33,333.32 acres in the aggregate.

And Whereas, There remains unconveyed of the lands contracted to be conveyed by the said Railroad Company to the said Penrose after the execution of said deed, about 23,034.76 acres.

And Whereas, The Atlantic & Pacific Railroad Company and the receivers of its property, including the present receivers, C. M. Smith, claim and have claimed that in and by the terms of said deed of conveyance there was conveyed to the said E. B. Penrose certain lands and interests in lands which should have been excepted from said conveyance and should have remained the property of the Atlantic & Pacific Railroad Company.

And Whereas, An action was afterwards commenced in the district court of the Fourth Judicial district of the Territory of Arizona entitled for the trial and hearing of causes arising under the constitution and laws of the United States by the then receivers of the property of the Atlantic & Pacific Railroad Company against the said E. B. Penrose, and the said Robert Penrose, to quiet the title of the receivers in and to certain of the real estate which had been, as the receivers claimed, inadvertently and by mistake conveyed to the said E. B. Penrose and by them to the said Robert Penrose.

And Whereas, the said E. B. Penrose claims to have certain claims against the Atlantic & Pacific Railroad Company and its receivers, growing out of breaches of the contracts made between the Atlantic & Pacific Railroad Company and the said E. B. Penrose as aforesaid,

And Whereas, said and all of the parties hereto are desirous of compromising and finally settling the respective claims against each other, and have [illegible] and entered into an agreement whereby the [illegible]

compromised and forever satisfied and settled.-

Now, Therefore, Know all Men by these Presents: That the said parties of the first part, in consideration of the several matters and things hereinbefore recited, and for the purpose of forever settling, satisfying and adjusting all claims and demands heretofore existing between any of the parties hereto, do hereby grant, bargain, sell and convey unto the said E B Perrin and Robert Perrin all that real estate situated in the County of Yavapai and Territory of Arizona, described as follows:

In Township Seventeen (17) North, Range Six (6) West: All of Section Three (3), Six hundred and forty (640) acres, all of Section Four (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 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-seven (27), Six hundred and forty (640) acres, and all of Section Twenty-nine (29), Six hundred and forty (640) acres.

In Township Eighteen (18) North, Range Six (6) West.

All of Section Three (3), Six hundred and forty (640) acres, all of Section Four (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 Fifteen (15), Six hundred and forty (640) acres, all of Section Seventeen (17), Six hundred and forty (640) acres, all of Section Nineteen (19), Six hundred and forty (640) acres, all of Section Twenty-one (21), Six hundred and forty (640) acres, all of Section Twenty-three (23), Six hundred and forty (640) acres.

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

In Township Nineteen (19) North, Range Six (6) West:

All of Section Nineteen (19), 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.

In Township Seventeen (17) North, Range Seven (7), West:

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

In Township Eighteen (18) North, Range Seven (7) West:

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

In Township Nineteen (19) North, Range Seven (7) West: All of Section Three (3), 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 Fifteen (15), Six hundred and forty (640) acres, all of Section Seventeen (17), Six hundred and

forty (640) acres, all that portion outside of the Baca Grant of Section Nineteen (19), One hundred and sixty (160) acres, All that portion outside of the Baca Grant of Section Twenty-one (21), One hundred and sixty (160) acres, all that portion outside of the Baca Grant of Section Twenty-three (23), One hundred and sixty (160) acres, all that portion outside of the Baca Grant of Section Twenty-five (25), One hundred and twenty (120) acres.

In Township (19) North, Range Eight (8) West:

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

In Township Twenty (20) North, Range Eight (8) West:

The South half of Section Thirty-one (31), Three hundred and thirteen and ninety eight one hundredths (313.98) acres, and the South half of Section Thirty three (33), Three hundred and twenty (320) acres.

In Township Seventeen (17) North, Range Nine (9) West:

All that portion of the West half of Section One (1) outside of the Baca 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

In Township Eighteen (18) North, Range Nine (9) West.

All of Section Nineteen (19), Six hundred and forty (640) acres, All of Section Twenty-one (21), Six hundred and forty (640) acres, All of Section Twenty three (23), Six hundred and forty (640) acres, All that portion of the West half of the West half of Section Twenty-four (24) outside of the Bear Grant, one hundred and thirteen and and eighty-eight one hundredths (113.88) acres, All of Section Twenty-seven (27), Six hundred and forty (640) acres, All of Section Twenty-nine (29), Six hundred and forty (640) acres, All of Section Thirty-one (31), Six hundred and forty (640) acres, All of Section Thirty-three (33), Six hundred and forty (640) acres, and All of Section Thirty-five (35), Six hundred and forty (640) acres

In Township Nineteen (19) North, Range Nine (9) West

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

The foregoing lands lie North and West of the Gila and Salt River Principal Base Line and Meridian and contain, as estimated Thirty-nine thousand, Six hundred and Sixty-seven and eighty-six hundredths (39,667.86) acres. A portion of the above described lands are within the Indemnity limits of the Grant to the Atlantic & Pacific Railroad Company, and, also, a portion of the above described lands are unsurveyed; each of the unsurveyed Sections is estimated to contain Six hundred and forty (640) acres.

Also all that certain real estate situate at Williams, Arizona, Territory, and which is now occupied by the Manager of the Prescott Cattle Company, and which is described as follows, to-wit:

Beginning at the corner between Sections Twenty-eight (28), Twenty-Nine (29), Thirty-two (32) and Thirty-three (33), in Township Twenty-two (22) North, Range Two (2) East of the Gila and Salt River Meridian and running Northerly

the line between Sections Twenty-eight (28) and Twenty-nine (29) for a distance of Two hundred and seventy (270) feet, to a point where the line between Sections Twenty-eight (28) and Twenty-nine (29) intersects the North boundary line of the Atlantic & Pacific Railroad Company's Station Ground at Williams, Arizona; thence South, sixty-seven degrees and thirty minutes West, along said Northern boundary line of said Station Grounds, for a distance of Seven hundred and twenty-five (725) feet to a point where the Northern boundary line of said Station Grounds, intersects the line between Sections Twenty-nine (29) and Thirty-two, (32); thence East along the line between Sections Twenty-nine (29) and Thirty-two (32) for a distance of Six hundred and seventy-five (675) feet, to the point of beginning, containing Two and fifteen one hundredths (2.15) 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 lines drawn parallel with and one hundred feet in width on each side of the center line of the railroad, as now constructed, or hereafter to be constructed, and any greater width where necessary permanently to include all their cuts, embankments and ditches, and other works necessary to secure and protect the main line of said railroad, and also reserving the station grounds, if any there be, within the above described lands, except that portion herein described and conveyed at the town of Williams, Arizona. Also reserving the right of way for a pipe line or lines twenty-five feet in width; also the right of way for an open ditch or ditches fifty feet in width and any greater width where necessary to permanently include all cuts, fills and embankments and other works necessary to secure and protect said pipe and ditch lines constructed, or to be constructed, for the purpose of conveying water for the use or uses of said Atlantic and Pacific Railroad from any spring, creek or river, or from any well or reservoir or other source of water supply which it has now, or may hereafter construct or acquire.

To have and to Hold the said premises, with the appurtenances unto the said E.B. Perrin and Robert Perrin,

their heirs and assigns forever.

In consideration of the above and foregoing recitals and agreements on the part of the first parties, the parties of the second part hereby transfer, 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 foreclosure sale to be had under decrees of foreclosure made in the District Court of the Second Judicial District of the Territory of New Mexico, and the District Court of the Fourth Judicial District of the Territory of Arizona, all the following described real estate situated in the County of Coconino and Territory of Arizona, described as follows, to wit:

In Township Twenty (20) North, Range Seven West: All of Section Nineteen (19), Six hundred and twenty-seven and twenty one-hundredths (627.20) acres, all of Section Twenty-one (21), Six hundred and forty (640) acres, all of Section Twenty-nine (29), Six hundred and 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 twenty (320) acres.

In Township Twenty (20) North, Range Eight (8) West:

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

The above described lands lie North and West of the Gila and Salt River Principal Base Line and Meridian and contain Five thousand, one hundred and one and fifty-seven one-hundredths (5,101.57) acres.

Also all that portion of real estate described as follows, to wit:

Beginning at the center of Section Thirty-three (33) in Township Twenty-two (22) North, in Range Two (2) East of the Gila and Salt River Meridian, and running East one thousand (1,000) feet; thence South Two thousand (2,000) feet;

thence West one thousand, six hundred (1,600) feet; thence North Two thousand (2,000) feet; thence East Six hundred (600) feet to the point of beginning, containing Seventy-three and forty-six one-hundredths (73.46) acres, together with all necessary right of way for the purpose of access to the same and for the purpose of laying pipes running from any point on the land last above described to such point at the station at Williams as the said C. H. Smith, Receiver of the Atlantic & Pacific Railroad Company and its properties, or his successor or successors may at any time desire.

Also the North-east quarter of Section Three (3), Township, Twenty-one (21) North, Range One (1) East, Gila and Salt River Base Line and Meridian, containing One hundred and seventy and sixty-one one-hundredths (170.61) acres, and all the right and title the parties of the second part have to the SE ¼ of Section 34 in Township 22 North, Range One (1) East, Gila and Salt River Principal Base Line and Meridian, excluded a portion of Supai Pond as located.

And all 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 4 East, and in the wells known as "Cross Well" on Section 35, Township 22 North, Range 3 East of the Gila and Salt River Principal Base Line and Meridian.

To have and to hold the said premises, with the appurtenances, unto the said C. H. Smith as said Receiver, his 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 Fourth Judicial District in the Territory of Arizona, in the name of said Receiver as aforesaid, shall be dismissed with prejudice, each party paying the cost made by such party in said action.

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

Atlantic & Pacific Railroad Company.
By Albert F. Walker.
President.

Seal

Attest:
H.H. Gardner.
Secretary.

C. N. Smith.
Trustee of the property of the Atlantic & Pacific Railroad Company.

E. P. Perrin
Lila M. Perrin
Robert Perrin

State of New York,
City & County of New York ss.

Be it remembered that on this 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 Albert F. Walker, its President, and H.H. Gardner, its Secretary, who are to me well and personally known as the same persons whose names are subscribed to the foregoing instrument, and they duly acknowledge that they signed, sealed and executed the said instrument of writing as their free and voluntary act, and the free and voluntary act of the said Railroad Company, for the uses and purposes therein set forth.

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

Seal

R. Damm.
Notary Public.
Kings County, N.Y.
Certificate filed in New York County.

My commission expires March 30, 1898.

Book 145 Of Deeds, Pages 172-173

ALSO beginning at a point on the Northerly boundary line of Section Eleven (11), Township Fifteen (15) North, Range Three (3) West of the G. & S. R. M. from which the Northwest (NW) corner of said Section Eleven (11) bears West a distance of Two Thousand Nine Hundred Eighteen (2918) feet more or less; and running thence South 31° 39' East a distance of Four Thousand Four Hundred Thirty One (4431) feet more or less, to a point on the Easterly boundary line of said Section Eleven (11) from which the Southeast (SE) corner of said Section Eleven (11) bears South 0° 25' 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 Three (3) West of the G. & S. R. M. from which the Northwest (NW) corner of said Section Thirteen (13) bears South 89° 32' West a distance of Eight Hundred Fifty (850) feet more or less; and running thence South 31° 39' East a distance of Six Thousand Forty Two (6042) feet more or less, to a point on the Southerly boundary line of said Section Thirteen (13) from which the Southeast (SE) corner of said Section Thirteen (13) bears North 89° 52' West a distance of One Thousand Five Hundred Ninety Seven (1597) feet more or less.

2. Said transmission line and every part thereof shall, where it crosses Vendor's land, be confined to lands within 62½ feet of either side of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining guys and anchorages at greater distances from said center line where reasonably necessary to support said transmission line.

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

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

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

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, 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 $1.65 cancelled HS 11/7/49 B/W) MAR 29 1950

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

Hattie Stringfield
Hattie Stringfield

State of Arizona)
County of Yavapai) SS.

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

F. C. Bauer
Notary Public

(My Commission Expires 1/10/53.) (NOTARIAL SEAL)

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

GRACE CHAPMAN
County Recorder.

By _____
Deputy Recorder.

(SEAL)

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

CONTRACT SYMBOL & NO.
IS1r-1594

THIS CONTRACT, made this 13th day of June, 1949, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, and particularly pursuant to the Act of Congress approved August 30, 1935 (49 Stat., 1028, 1039), between THE UNITED STATES OF AMERICA, hereinafter referred to as United States, and GOLDEN LIVESTOCK COMPANY, a corporation hereinafter collectively referred to as Vendor:

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

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

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

All of Section Seven (7), the South half of Section Five (5), the North half of Section Nine (9), all of Section Eleven (11), the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section Thirteen (13), Township Nineteen (19) North, Range Six (6) West of the Gila and Salt River Meridian.

The Southeast Quarter (SE¼) of Section Seven (7), the Southwest Quarter (SW¼) of Section Seventeen (17), all of Section Twenty-one (21), the Southwest Quarter (SW¼) of Section Twenty-seven (27), Township Nineteen (19) North, Range Five (5) West of the Gila and Salt River Meridian.

The 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 Nineteen (19) North, Range Seven (7) West of the G. & S. R. M. 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' West 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 Nineteen (19) North, Range Seven (7) West of the G. & S. R. M. from which the Southeast (SE) corner of said Section Five (5) bears North 89° 55' East a distance of Eight Hundred Fifty Five (855) feet more or less; and running thence

North 88° 35' 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 Southeast (SE) corner of said Section Five (5) bears South 0° 11' East a distance of Twenty (20) feet more or less.

ALSO the South edge of said transmission line right-of-way enters Section Nine (9) Township Nineteen (19) North, Range Seven (7) West of the G. & S. R. M. at a point on the Westerly boundary line of said Section Nine (9) from which the Northwest (NW) corner of said Section Nine (9) bears North 0° 11' East a distance of Forty Three (43) feet more or less, and runs thence North 88° 35' East a distance of One Thousand Seven Hundred Ninety Six (1796) feet more or less, to a point on the Northerly boundary line of said Section Nine (9) from which the Northeast (NE) corner of said Section Nine (9) bears North 89° 57' East a distance of Three Thousand Three Hundred Eighty Seven (3387) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Three (3) Township Nineteen (19) North, Range Seven (7) West of the G. & S. R. M. from which the Southwest (SW) corner of said Section Three (3) bears South 0° 02' East a distance of One Hundred Forty Four (144) feet more or less; and running thence North 88° 35' East a distance of Five Thousand Three Hundred Eighty One (5381) feet more or less, to a point on the Easterly boundary line of said Section Three (3) from which the Southeast (SE) corner of said Section Three (3) bears South 0° 05' West a distance of Two Hundred Sixty Four (264) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section One (1) Township Nineteen (19) North, Range Seven (7) West of the G. & S. R. M. from which the Southwest (SW) corner of said Section One (1) bears South 0° 10' East a distance of Three Hundred Eighty Eight (388) feet more or less; and running thence North 88° 35' East a distance of Two Thousand Two Hundred Ninety Five (2295) feet more or less; thence North 85° 20' East a distance of Nine Thousand Eight Hundred Sixty Seven (9867) feet more or less, to a point on the Easterly boundary line of Section Seven (7) Township Nineteen (19) North, Range Six (6) West of the G. & S. R. M. from which the Northeast (NE) corner of said Section Seven (7) bears North 0° 03' West a distance of Two Hundred Nine (209) feet more or less.

ALSO the Northerly edge of said Transmission Line right-of-way enters Section Five (5), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. M. at a point on the Southerly boundary line of said Section Five (5) from which the South Quarter (S¼) 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 86° 20' East a distance of Three Hundred Twenty Four (324) feet more or less; and runs thence South 80° 52' East a distance of One Hundred Fifteen (115) feet more or less, to a point on the Southerly boundary line of said Section Five (5) from which the South Quarter (S¼) corner of said Section Five (5) bears South 89° 42' West a distance of Two Hundred Eighty (280) feet more or less.

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

(43)

ALSO beginning at a point on the Westerly boundary line of Section Eleven (11) Township Nineteen (19) North, Range Six (6) West of the G. & S. R. M. from which the West Quarter (W¼) corner of said Section Eleven (11) bears South 0° 01' East a distance of Two Hundred Ninety Six (296) feet more or less; and running thence South 74° 04' East a distance of Five Thousand Four Hundred Seventy Four (5474) feet more or less, to a point on the Easterly boundary line of said Section Eleven (11) from which the East Quarter (E¼) corner of said Section Eleven (11) bears North 0° 17' West a distance of One Thousand Two Hundred Thirty Three (1233) feet more or less.

ALSO beginning at a point on the Northerly boundary line of Section Thirteen (13) Township Nineteen (19) North, Range Six (6) West of the G. & S. R. M. 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) West of the G. & S. R. M. from which the Southwest (SW) corner of said Section Seven (7) bears South 89° 53' West a distance of Two Hundred Eight (208) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Seventeen (17) Township Nineteen (19) North, Range Five (5) West of the G. & S. R. M. from which the West Quarter (W¼) corner of said Section Seventeen (17) bears North 0° 10' West a distance of Six Hundred Seventy Five (675) feet more or less; and running thence South 51° 55' East a distance of Three Thousand One Hundred Ninety One (3191) feet more or less, to a point on the Southerly boundary line of said Section Seventeen (17) from which the South Quarter (S¼) 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 Westerly boundary line of Section Twenty-one (21) Township Nineteen (19) North, Range Five (5) West of the G. & S. R. M. from which the West Quarter (W¼) corner of said Section Twenty-one (21) bears South 0° 02' East a distance of Four Hundred Sixty Eight (468) feet more or less; and running thence South 51° 55' East a distance of One Thousand Twenty Six (1026) feet more or less, and running thence South 35° 36' East Three Thousand Forty Three (3043) feet more or less, to a point on the Southerly boundary line of Section Twenty-one (21) from which the South Quarter (S¼) corner of said Section Twenty-one (21) bears North 89° 57' East a distance of Seventy Four (74) feet more or less.

ALSO beginning at a point on the Westerly boundary line of Section Twenty-seven (27) Township Nineteen (19) North, Range Five (5) West of the G. & S. R. M. from which the Southwest (SW) corner of said Section Twenty-seven (27) bears South 0° 07' West a distance of One Thousand Four Hundred Eighty Two (1482) feet more or less; and running thence South 35° 36' East a distance of One Thousand Eight Hundred Forty Six (1846) feet more or less, to a point on the Southerly boundary line of said Section Twenty-seven (27) from which the Southwest (SW) corner of said Section Twenty-seven (27) bears North 89° 02' West a distance of One Thousand Eighty (1080) feet more or less.

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

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

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, oil and gas pipelines, canals, 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 Four Hundred Forty Five & 40/100 Dollars ($2,445.40); provided, however, that it is understood and agreed that damages to trees, seedlings, vines and crops of whatsoever nature, caused by construction of said transmission line, shall be compensated for separately on the basis of an appraisal to be made by the Bureau of Reclamation at the time said damages occur.
6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, 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 5/13/49 R/W) MAR 29 1950

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

STATE OF Arizona }
County of Maricopa } SS

On this 13th day of June, in the year 1949, before me Joy H. Huddleston, a Notary Public in and for the County and State aforesaid, personally appeared B. Ray Condon and C. A. Clements known to me to be the President and Secretary of the corporation that executed the within instrument, and to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Joy H. Huddleston
Notary Public.

(NOTARIAL SEAL)
My Commission Expires: January 7, 1950.

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 42-44, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By _____
Deputy Recorder.

(SEAL)

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:
That GWENDOLYN H. BARKER DIMITROFF and C. K. B. WILLIAMS, as Trustees for MARK LAFRENZ BARKER, a minor, of the County of Yavapai, State of Arizona, grantors, for and in consideration of the sum of Ten ($10.00) Dollars to them in hand paid by FRANCIS R. DENNISON and SARAH M. DENNISON, 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 300 feet wide, and being the East 557 feet of the Bell No. 2 Placer Mining Claim, and the West 343 feet of the Jickey No. 2 Placer Mining Claim, in the Big Bug Mining District, all lying South of the rail-road on the said claims; the U. S. Patent of said claims being of record in the Office of the County Recorder of Yavapai County, Arizona, in Book 47 of Deeds, at Page 257 thereof, and said tract being more particularly described as follows:

Beginning at a post marked on the Northwest side Pn 2, No. 2 and being Corner No. 2 of said Bell No. 2 Placer Claim, said post is also marked on the Northeast side Jn2, No. 3, and is also Corner No. 3 of the said Jickey No. 2 Placer Claim, both of which claims were patented under U. S. Survey or Lot no. 1263; thence Westerly along the Southerly line of said Jickey No. 2 Placer Claim a distance of 343 feet to a point; thence Northerly at right angles to the last mentioned line to the right-of-way of the P. & B. 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 357 feet from point of beginning; thence Easterly along said Southerly boundary line of said Bell No. 2 Placer Claim, a distance of 557 feet to place of beginning.

Also the whole of the Unpatented Placer Mining Claim, the "Rigby", in said Big Bug Mining District, State and County aforesaid, the Notice of Location of which is of record in the Office of said County Recorder, in Book 26 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 302 thereof.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said grantees, unto their heirs and assigns forever.
And we do hereby bind ourselves and our heirs, executors, administrators to warrant and forever defend, all and singular, the said premises unto the said grantees, unto their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.
WITNESS our hands this 12th day of June, 1950.

Gwendolyn H. Barker Dimitroff
C. K. B. Williams

STATE OF ARIZONA }
County of Yavapai } ss

Before me, the undersigned Notary Public, on this day personally appeared GWENDOLYN H. BARKER DIMITROFF and C. K. B. WILLIAMS, known to me to be the persons whose names are subscribed to the foregoing Warranty Deed, and who acknowledged to me that they are trustees for MARK LAFRENZ BARKER, a minor, and that they executed the foregoing Warranty Deed for the purpose and consideration therein expressed.
GIVEN under my hand and seal of office this 12th day of June, 1950.

Charles C. Stemmer
Notary Public.

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

Filed and recorded at request of Francis R. Dennison June 19 A. D. 1950 at 10:00 o'clock A. M. Book 194 of Deeds Page 44, Records of Yavapai County, Arizona.

GRACE CHAPMAN
County Recorder.

By _____
Deputy Recorder.

(SEAL)

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Book 23 of Official Records, Page 450-461

[illegible]

[illegible]

THIS COPYRIGHT, made this [illegible] day of [illegible], 19[illegible], pursuant to the Act of [illegible] Page 37, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter [illegible] the United States, and [illegible] TAYLOR, [illegible] COMPANY, a corporation, and [illegible] CORPORATION, a corporation,

hereinafter collectively referred to as Vendor:

WITNESSETH:

32092

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 access road, with all culverts, bridges, livestock guards, gates, fences, signs, and devices, use or useful in the operation of said road, through, over and across the following described land situated in the County of [illegible], State of [illegible], to wit:

The [illegible] (1), all of Section Nine (9), the South Half (S½) [illegible] (3), [illegible] (4) North, Range [illegible] (5) [illegible] (6) [illegible] Five (5), [illegible] (7), [illegible] (8), [illegible] (9), [illegible] (10), [illegible] (11), [illegible] (12), [illegible] (13), [illegible] (14), [illegible] (15), [illegible] (16), [illegible] (17) [illegible] Range Five (5) [illegible]

The said [illegible] line shall be and every part thereof where it crosses said land shall be [illegible] as follows:

Beginning at a point in the [illegible] boundary line of Section Seven (7), Township Nineteen (19) [illegible] Seven (7) West of the G. & S. R. R. & M. [illegible] (7) West of the [illegible] (7) hence South [illegible] Eight Hundred Eighty Nine (889) feet more or less [illegible] Eighty Nine (289) [illegible] Hundred Eight (108) feet [illegible] One Hundred Twenty feet thence South [illegible] (632) feet, thence North 00° 00' East [illegible] (7) feet more or less [illegible] point of beginning, containing [illegible] acres more or less.

Also beginning at a point in the [illegible] boundary line of Section Seven (7), Township Nineteen (19) [illegible] Range Seven (7) West of the G. & S. R. R. & M. [illegible] section of said Section Seven (7) hence North 00° 03' East a distance of Two Hundred Sixty-Four (264) feet more or less [illegible] 03' East Two Hundred Six (206) feet thence South [illegible] Eleven (315) feet thence South 89° 15' [illegible] Hundred Twenty Five (125) feet thence South 00° 00' West One Thousand Two Hundred Eighty Five (1285) feet thence South 89° 57' West One Hundred Fifteen (115) feet thence North 00° 00' East Four Hundred Sixteen (416) feet, thence South 89° 04' West One Hundred Sixteen (216) feet, thence North 00° 07' West One Hundred Thirty Nine (139) feet, thence North 68° 35' East Three Thousand Nine Hundred Twelve (3912) feet more or less to the point of beginning, containing 1.6 acres more or less.

Also beginning at a point in the [illegible] boundary line of Section Nine (9), Township Nineteen (19) [illegible] Range Seven (7) West of the G. & S. R. R. & M. [illegible] Section Nine (9) bears North 00° 11' [illegible] Three (283) feet more or less [illegible] Hundred Fifty One (151) feet [illegible] Forty Two (242) feet [illegible] (241) feet thence North 27° 48' [illegible] feet thence North 86° 35' [illegible] 17° 48' West One Hundred Forty Eight (148) feet [illegible] East Three Hundred Forty Four (344) feet [illegible] Two Hundred Eighty One (281) feet thence North 70° 18' [illegible] Sixty Two (162) feet, thence North 50° 31' [illegible] North 89° 57' East Seventy Nine (79) feet, thence North 54° 21' [illegible] Hundred Thirty Nine (139) feet, thence South 76° 18' West One Hundred

Checked as to Engineering Data
Date [illegible]

Ninety Five (185) feet; thence South [illegible] West Two Hundred Eighty One (281) feet; thence South [illegible] West [illegible] (330) feet; thence South [illegible] West Two Hundred Fifty Nine (259) feet; thence South 83° [illegible] West [illegible] (90) feet; thence North 87° 22' West One Hundred Twenty (120) feet; thence North 88° 11' West Fifty Four (54) feet; [illegible] beginning, containing [illegible] acres more or less.

Also beginning at a point on the Westerly boundary line of Section One (1), Township Eleven (11) North, Range Seven (7) East of the G. & S. R. B. & M., from which the Southwest corner of said Section One (1) bears South 00° 10' West [illegible] Hundred Fourteen (314) feet; thence [illegible] West [illegible] Eleven (211) feet; thence North [illegible] East Two Hundred Ninety Seven (297) feet; thence [illegible] Hundred Fifty Six (356) feet; thence South 10° 27' West [illegible] Hundred Thirty Six (236) feet; thence South [illegible] (36) feet; thence North 80°24' East Fifty Five (55) feet; thence North [illegible] East Two Hundred Fifty Seven (257) feet; thence North [illegible] East Fifty Five (55) feet; thence North 86° 20' East Five Hundred Thirty Three (533) feet; thence South 52° 03' East Four Hundred Eighty Seven (487) feet; thence North 82° 07' East Two Hundred Twelve (212) feet; thence South 80° 42' East Two Hundred Thirty Three (233) feet; thence North 85° 33' East Two Hundred Forty (240) feet; thence North 65° 16' East Two Hundred Fifty Four (254) feet; thence North 05° 00' East Seventeen (17) feet; thence North 85° 00' East Fifty (50) feet; thence South 05° 00' East Thirteen (13) feet; thence South 82° 23' East Ten (10) feet; thence South 62° 39' East Three Hundred Eighty Two (382) feet to the Easterly boundary line of said Section One (1); thence South 00° 02' West Fifty Six (56) feet; thence North 62° 39' West Three Hundred Ninety Nine (399) feet; thence North 82° 23' West Fourteen (14) feet; thence South 65° 16' West Two Hundred Thirty Six (236) feet; thence South 85° 33' West Two Hundred Sixty Five (265) feet; thence North 80° 22' West Two Hundred Seventy Eight (278) feet; thence South 82° 07' West Two Hundred Twenty Five (225) feet; thence North 52° 03' West Five Hundred Four (504) feet; thence North 86° 11' West One Hundred Sixty Five (165) feet; thence South 81° 00' West Three Hundred Seventy Seven (377) feet; thence South 49° 19' West Four Hundred Fifty Seven (457) feet; thence South 80° 14' West Ninety One (91) feet; thence North 52° 42' West One Hundred Twenty Seven (127) feet; thence North 10° 27' West Two Hundred Thirty (230) feet; thence South 89° 35' West Three Hundred Ten (310) feet; thence South 88° 35' West One Thousand Seventy Seven (1077) feet; thence South 88° 32' West One Thousand One Hundred (1100) feet; thence South 87° 51' West One Hundred Nineteen (119) feet more or less, to the point of beginning, containing 4.2 acres more or less.

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[illegible]

Also beginning at a point in Section Seven (7), [illegible] (19) North, Range Six (6) West of the G. & S. R. B. & M., [illegible] the Northwest corner of said Section Seven (7) [illegible] distance of Two Thousand Two Hundred Seven (2207) feet more or less, and running thence North 86° 30' East Sixty (60) feet, thence North 3° 30' West Two Hundred Forty Five (245) feet, thence North 86° 30' East Two Hundred Thirty Six (236) feet, thence North 3° 30' West One Hundred Eleven (111) feet, thence North 86° 05' East One Hundred Twenty Six (126) feet, thence South 3° 33' West One Hundred Forty Six (146) feet, thence South 86° 30' East One Hundred Fifty Six (156) feet, thence South 3° 33' West One Hundred Forty Two (142) feet, thence South 86° 30' East Two Hundred Sixty Two (262) feet, thence North 3° 33' East Four Hundred Seventy Eight (478) feet, thence North 86° 35' West Two Hundred Sixty Nine (269) feet more or less, to the point of beginning containing 1.4 acres more or less.

Also beginning at a point in Section Seven (7), Township Eighteen (19) North, Range Six (6) West of the G. & S. R. B. & M., [illegible] the Northwest corner of said Section Seven (7) [illegible] distance of Two Thousand Two Hundred Seven (2207) feet more or less, and running thence North 86° 30' East Sixty (60) feet, thence North 3° 30' West Two Hundred Forty Five (245) feet, thence North 86° 30' East Two Hundred Thirty Six (236) feet, thence North 3° 33' West One Hundred Eleven (111) feet, thence North 86° 05' East One Hundred Twenty Six (126) feet, thence South 3° 33' West One Hundred Forty Six (146) feet, thence South 86° 30' East One Hundred Fifty Six (156) feet, thence South 3° 33' West One Hundred Forty Two (142) feet, thence South 86° 30' East Two Hundred Sixty Two (262) feet, thence North 3° 33' East Four Hundred Seventy Eight (478) feet, thence North 86° 35' West Two Hundred Sixty Nine (269) feet more or less, to the point of beginning containing 1.4 acres more or less.

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Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. B. & M., from which the Northwest corner of said Section Seven (7) bears North [illegible] West a distance of Two Thousand One Hundred Eighteen (2118) feet more or less, and running thence South [illegible] West Two Hundred Eighty Four (284) feet; thence South [illegible] West One Hundred Thirty One (131) feet; thence South [illegible] West Two Hundred Eighty Three (283) feet; thence South [illegible] West Forty Two (42) feet; thence South [illegible] West Five Hundred Twenty Nine (529) feet more or less, to the point of beginning, containing [illegible] acres more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. B. & M., from which the Northwest corner of said Section Seven (7) bears North [illegible] West a distance of [illegible] (1156) feet more or less, and running thence South [illegible] West Forty Six (46) feet; thence South 39° 27' East Twenty Eight (28) feet; thence South 61° 36' East One Hundred Fifty Four (154) feet; thence South [illegible] West One Hundred Four (104) feet; thence South 53° 18' West One Hundred Sixty (160) feet; thence North 37° 08' West One Hundred Fifty Four (154) feet; thence North 24° 08' East Seventy Six (76) feet; thence South 75° 37' West Sixty Two (62) feet; thence North 50° 18' West Seventy Three (73) feet; thence North 86° 20' East Seven Hundred Twenty Two (722) feet; thence South 53° 18' West Sixty Two (62) feet; thence North 86° 23' West Two Hundred Seventy Nine (279) feet; thence South 83° 04' West One Hundred Seventy Five (175) feet; thence South 54° 08' West One Hundred Ninety Four (194) feet; thence South 37° 08' West Two Hundred Ninety Eight (298) feet; thence North 52° 18' West One Hundred Seventy Two (172) feet; thence South 85° 39' West Sixty Nine (69) feet; thence North 61° 36' West One Hundred Eighty Two (182) feet; thence North 29° 27' West Sixty Six (66) feet more or less, to the point of beginning, containing 1.3 acres more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. B. & M., from which the Northwest corner of said Section Seven (7) bears North 82° 23' West a distance of Two Thousand One Hundred Eighteen (2118) feet more or less, and running thence South 86° 20' West Two Hundred Thirty Eight (238) feet; thence North 43° 46' East Thirty Three (33) feet; thence North 83° 16' East Ninety One (91) feet; thence South 80° 52' East One Hundred Twenty Seven (127) feet more or less, to the point of beginning, containing 0.1 acre more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. B. & M., from which the Northwest corner of said Section Seven (7) bears North 61° 36' East a distance of One Thousand Seven Hundred Sixty Six (1766) feet more or less, and

[illegible] (50) feet; thence South 23° 48' West Sixty (60) feet; thence [illegible] Eighty Five (185) [illegible] (32.2) feet; thence [illegible] 24° 24' East One Hundred [illegible] (125) feet; thence [illegible] Seventy Six (76) feet; thence North 89° 40' East Fifty Nine (59) feet more or less, to the point of beginning, containing 0.3 acre more or less.

Also beginning at a point in Section Seven (7), Township Nineteen (19) North, Range Six (6) West of the Gn. & Sa. R. R. M., from which the Northwest corner of said Section Seven (7) bears North 61° 53' West a distance of Six Hundred Fifty Four (654) feet more or less; thence South 45° 06' West One Hundred Sixteen (116) feet; thence South 59° 13' West One Hundred Thirty Six (136) feet; thence North 55° 13' West Ninety Eight (98) feet; thence South 48° 28' West Forty Two (42) feet; thence South 78° 06' West One Hundred Thirty Four (134) feet; thence North 14° 24' West One Hundred Thirty Five (135) feet; thence North [illegible] (50) feet; thence South 10° 06' East Seventy Eight (78) feet; thence North [illegible] Sixty Nine (69) feet; thence North [illegible] (48) feet; thence North 44° 48' East Fifty Three (53) feet; thence North [illegible] Four (4) feet; thence North 86° 20' East Fifty Two (52) feet; thence South 87° 38' East Thirty (30) feet; thence South [illegible] feet; thence South 35° 13' East Fifty Two (52) feet; thence North [illegible] East Ninety Six (96) feet; thence North 45° 20' East Fifty Nine (59) feet; thence North 86° 20' East Seventy Six (76) feet more or less, to the point of beginning, containing 0.7 acre more or less.

Also beginning at a point in the Westerly boundary line of Section Five (5), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. B. & M., from which the Southwest corner of said Section Five (5) bears South 00° 01' East a distance of One Hundred Seventy Seven (177) feet more or less; and running thence North 00° 01' West Fifty Five (55) feet; thence South 56° 13' East Two Hundred Thirty Eight (238) feet; thence South 19° 30' East Two Hundred Six (206) feet; thence South 89° 50' West Seventy Six (76) feet; thence [illegible] One Hundred Forty (140) feet; thence North 46° 31' West Two Hundred Nine (209) feet more or less, to the point of beginning, containing [illegible] acres more or less.

Also beginning at a point in the Westerly boundary line of Section Nine (9), Township Nineteen (19) North, Range Six (6) West of the G. & S. R. B. & M., from which the Northwest corner of said Section Nine (9) bears North 00° 02' West a distance of Three Hundred Seventy Six (376) feet more or less; and running thence South 81° 09' East Three Hundred Seventy Five (375) feet; thence South 00° 53' East One Thousand Sixty Four (1064) feet; thence South 17° 16' West Forty Four (44) feet; thence North 80° 52' West One Thousand Four Hundred Seventy Three (1473) feet; thence North 00° 02' West Twenty Two (22) feet more or less, to the point of beginning, containing 0.8 acres more or less.

Checked as to Legality Date
Dwight Wilcox
Engineer

Also beginning at a point in Section Nine (9), Township Nineteen (19) North, Range Six (6) West of the [illegible] which the Northeast corner of said Section Nine (9) [illegible] North 57° 16' West a distance of Two Thousand Four Hundred [illegible] (2[illegible]) feet more or less [illegible] South 79° 14' East Three Hundred Fifty Four (354) feet [illegible] North 80° 52' West Four Hundred Fifty Two (452) feet more or less, to the point of beginning, containing 0.[illegible] acre more or less.

Also beginning at a point in Section Nine (9), Township Nineteen (19) North, Range Six (6) West of the [illegible] which the Northeast corner of said Section Nine (9) [illegible] North 57° 16' West a distance of Two Thousand Four Hundred [illegible] (2[illegible]) feet more or less [illegible] South 79° 14' East Two Hundred Sixty (260) feet more or less [illegible] South 80° 52' West Four Hundred Fifty Two (452) feet more or less, to the point of beginning, containing 0.[illegible] acre more or less.

Also beginning at a point in Section Eleven (11), Township Nineteen (19) North, Range Six (6) West of the [illegible] which the East Quarter (E¼) corner of said Section Eleven (11) [illegible] South 56° 27' West a distance of Two Hundred Ninety Two (292) feet more or less [illegible] (3619) feet thence North [illegible] East Fifty Four (54) feet [illegible] 75° 17' West One Thousand Eight Hundred Ninety Three (1893) feet [illegible] North 73° 06' West Eight Hundred Ninety One (891) feet [illegible] 28' West Seven Hundred Eighty Two (782) feet [illegible] South 55° 18' West One Hundred Ten (110) feet more or less, to the point of beginning, containing 1.1 acres more or less.

Also beginning at a point in Section Eleven (11), Township Nineteen (19) North, Range Six (6) West of the [illegible] which the East Quarter (E¼) corner of said Section Eleven (11) [illegible]

[illegible]

[illegible] Section Twenty Seven (27), Township Nineteen (19) North, Range Five (5) West of the G. & S. R. B. & M., from which the Southeast 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' West One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 54° 11' East Thirty Six (36) feet; thence South 35° 13' East One Thousand Fifty Nine (1059) feet; thence South 65° 12' East Four Hundred Twenty One (421) feet; thence South 35° 36' East One Hundred Fifty Seven (157) feet; thence South 13° 18' West Three Hundred Three (303) feet; thence North 89° 52' West Sixty Nine (69) feet; thence North 13° 19' West Two Hundred Sixty Three (263) feet; thence North 35° 36' West One Hundred Forty Seven (147) feet; thence North 65° 12' West Two Hundred Ninety Nine (299) feet; thence South 46° 18' West Eighty Six (86) feet; thence South 54° 11' West Four Hundred Fifty Nine (459) feet; thence North 89° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1.0 acres more or less.

Also beginning at a point in the Southerly boundary line of Section Twenty Seven (27), Township Nineteen (19) North, Range Five (5) West of the G. & S. R. B. & M., from which the Southeast 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' West One Thousand Seven Hundred Twenty Seven (1727) feet; thence South 54° 11' East Thirty Six (36) feet; thence South 35° 13' East One Thousand Fifty Nine (1059) feet; thence South 65° 12' East Four Hundred Twenty One (421) feet; thence South 35° 36' East One Hundred Fifty Seven (157) feet; thence South 13° 18' West Three Hundred Three (303) feet; thence North 89° 52' West Sixty Nine (69) feet; thence North 13° 19' West Two Hundred Sixty Three (263) feet; thence North 35° 36' West One Hundred Forty Seven (147) feet; thence North 65° 12' West Two Hundred Ninety Nine (299) feet; thence South 46° 18' West Eighty Six (86) feet; thence South 54° 11' West Four Hundred Fifty Nine (459) feet; thence North 89° 52' West Twenty Seven (27) feet more or less, to the point of beginning, containing 1.0 acres more or less.

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Checked at to Engineering Data
Engineer

2. The grant [illegible] the right to enter upon [illegible] operate, control and [illegible] remove objects interfering therewith. [illegible] the right to use said premises for any purpose consistent with the [illegible] privileges above granted [illegible] any of the equipment [illegible] of pipelines [illegible] hereinbefore granted shall not [illegible] shall use due care in the construction and maintenance [illegible] mission line access roads.

3. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, [illegible] canals, laterals, ditches, electrical [illegible] and telephone lines crossing any part of the [illegible]

4. In complete consideration for the [illegible] the United States agrees to pay Pacificorp the [illegible] Dollars ($[illegible]) [illegible] that it is understood and agreed that damages to crops, buildings, [illegible] and crops of whatsoever nature, caused by construction of said transmission line access road shall be [illegible] of an appraisal to be made by the [illegible] said damage claims.

[illegible] shall be [illegible] to any [illegible] that any other [illegible] shall not be construed to extend to this contract if made with a corporation or company 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 By [illegible]

YAVAPAI RANCH COMPANY,
a corporation,
By [illegible] President
By [illegible] Secretary

[illegible] LIVESTOCK COMPANY,
a corporation,
By [illegible] President
By [illegible] Secretary

STATE OF ARIZONA }
County of MARICOPA } ss.

On this 20th day of July, in the year 1953, 19[illegible], before me [illegible], a Notary Public in and for the County and State aforesaid, personally appeared [illegible], known to me to be the President and Secretary of the corporation that executed the within instrument, and [illegible] 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.

[illegible]

[illegible] expires
[illegible] 9, 1954

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[illegible]

STATE OF [illegible]
County of [illegible]

On this [illegible] [illegible]
[illegible]
a Notary Public in and for [illegible]
appeared [illegible]
President and [illegible]
executed the [illegible]
within instrument on behalf of [illegible]
to me that such [illegible]
[illegible]

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

Book 730 of Official Records, Page 95

UTILITY EASEMENT

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

The premises through and across which this easement is granted are situated in Yavapai 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, Yavapai County, Arizona.

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

Commencing at the South Quarter Corner of said Section 17; thence West, along the South Line of said Section 17, 20.00 feet to the Point of Beginning: Thence from said Point of Beginning North 00° 17' West 5293.58 feet to a Point on the North Line of said Section 17.

STATE OF ARIZONA, County of Yavapai 11430
I do hereby certify that the within instrument was filed and recorded at the request of Yavapai Title Company
on March 14 A.D. 1972 at 7:20 o'clock P.M. Book 730 Official Records
Page 95 Records of Yavapai County, Arizona.
WITNESS my hand and official seal the day and year first above written.
Helen R. Whitehead, County Recorder
By Jeri Elliott Deputy

Together with the right to operate, repair, replace, maintain, and remove said lines and appurtenant facilities from said premises, to add to or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Company may interfere with the construction or endanger the operation of said lines and/or facilities, with access to said easement and egress therefrom to permit normal operations of the Company in connection with said lines and/or facilities, and to permit the installation of the wires, fixtures, conduits, or cables of any other company within the boundaries of this easement.

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

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

Dated 3-7-72

E. Ray Cowden
Ruth Reed Cowden
Ruth Reed Cowden

WITNESS:
Richard Hughes

STATE OF Oregon
County of Wasco } ss.

This instrument was acknowledged before me this 7th day of March 1972
by E. Ray Cowden and Ruth Reed Cowden
(Name)

IN WITNESS WHEREOF I hereunto set my hand and official seal.
Francis L. McKenzie
Notary Public

My Commission Expires:
1-2-74

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Official Records
Page 96

BOS Folder

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

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

Book 4782 of Official Records, Page 200

ORDER OF ESTABLISHMENT

YAVAPAI RANCH DOMESTIC WATER IMPROVEMENT DISTRICT

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

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

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

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

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

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

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

AND IT IS HEREBY ORDERED:

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

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

Yavapai Ranch Domestic Water Improvement District

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

Frederic L. Ruskin
Mary K. Ruskin
Bill Feldmeier

4. That election dates shall be the first Tuesday after the first Monday in November of even-numbered years, commencing in November of 2012 for members of the District's Board of Directors; and for any other elections as prescribed by A.R.S. §16-225.

5. That, in the event that privately-held lands within the district become federal lands as the result of a land exchange with the United States Forest Service, the district shall deannex such lands upon written request from the United States Forest Service.

6. That, in accordance with A.R.S. §48-915, the District is hereby authorized to incur expenses for which the District will be liable.

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

YAVAPAI COUNTY BOARD OF SUPERVISORS

A.G. "Chip" Davis, Chairman

ATTEST:

Julie Ayers, Clerk

SEAL

Exhibit

AREA OF THE PROPOSED YAVAPAI RANCH
DOMESTIC WATER IMPROVEMENT DISTRICT

Township	Section #	Acreage	Part	Owner	Tax Parcel
T 18N R 6W	5	680.92	all=lots 1-8, S1/2N1/2, S1/2	YRLP	300-46-004
T 18N R 7W	1	238.72	all=lots 1-5, SE1/4NE1/4 &E1/2 SE1/4	YRLP	300-47-001
T 19N R5W	3	609.4	all=lots 1-4, S 1/2N1/2 &S1/2	YRLP+NYLLC	300-51-002A
	5	608.28	all=lots 1-4, S 1/2N1/2 &S1/2	YRLP+NYLLC	300-51-002A
	7	654.84	all=lots 1-4, E 1/2W1/2 & E1/2	YRLP+NYLLC	300-51-002A
	9	640	all	YRLP+NYLLC	300-51-002A
	15	640	all	YRLP	300-51-002D
	17	640	all	YRLP	300-51-002D
	21	640	all	YRLP	300-51-002D
	27	640	all	YRLP	300-51-002D
	33	620.72	all=lots 1-4, N 1/2S1/2 &N1/2	YRLP	300-51-002D
T19N R6W	1	585.04	all=lots 1-4,S1/2N1/2 &S1/2	YRLP+NYLLC	300-52-001A
	3	585.76	all=lots 1-4,S1/2N1/2 &S1/2	YRLP+NYLLC	300-52-001A
	5	586.4	all=lots 1-4,S1/2N1/2 &S1/2	YRLP+NYLLC	300-52-001A
	7	853.64	all=lots 1=12 & E1/2	YRLP	300-52-001C
	9	640	all	YRLP	300-52-001C
	11	640	all	YRLP	300-52-001C
	13	640	all	YRLP	300-52-001C
	15	640	all	YRLP	300-52-001C
	17	640	all	YRLP	300-52-001C
	19	835.6	all=lots 1=12 & E1/2	YRLP	300-52-001C
	21	640	all	YRLP	300-52-001C
	29	640	all	YRLP	300-52-001C
	31	838.4	all=lots 1-14,NE1/4 & N1/2SE1/4	YRLP	300-52-001C
	33	640.36	all=lots 1-4, N1/2 &N1/2S1/2	YRLP	300-52-001C
T19N R 7W	1	645.24	all=lots 1-4, S1/2N1/2 & S1/2	YRLP+NYLLC	301-04-001G
	3	645.48	all=lots 1-4, S1/2N1/2 & S1/2	YRLP+NYLLC	301-04-001G
	5	564.59	lots3-4, S1/2N1/2 & S1/2	YRLP+NYLLC	301-04-001G
	7	630.88	all= lots 1-4 , E½ & E½W½	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
	33	640	all	YRLP+NYLLC+BF +FLR+MKR	301-08-002B
	34	640	all	YRLP+NYLLC	301-08-002B

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 ½	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 ½	YRLP+NYLLC	301-07-001E
	21	640	all	YRLP+NYLLC	301-07-001E
	23	627.11	lots 1 &2, N ½, SE ¼ & E ½ of SW ¼.	YRLP+NYLLC	301-07-001D
	25	640	all	YRLP+NYLLC	301-07-001E
	27	580.37	lots 1-4, NW¼, & S½	YRLP+NYLLC	301-07-001E
	29	640	all	YRLP+NYLLC	301-07-001E
	31	835.7	all= lots 1-12 inclusive & E ½	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 ½	YRLP+NYLLC	301-06-001A
	3	756.57	all= lots 1-12 and S ½	YRLP+NYLLC	301-06-001A
	5	712.53	all= lots 1-4 inclusive, S½N½ & S ½	YRLP+NYLLC	301-06-001A
	7	625.8	all= lots 1-4 inclusive, E½W½ & E ½	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, E½W½, & E½;	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, E½W½ & E ½	YRLP+NYLLC	301-06-001A
	32	80	W½NE¼	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 & S½N½ & S½.

T. 18 N., R.7 W.,

sec. 1: all, consisting of Lots 1,2,3,4,5, SE¼NE¼ & E½SE¼.

T. 19 N., R.5 W

secs. 3 & 5: all, each consisting of lots 1-4, inclusive, & S½N½, & S½;
sec. 7: all, each consisting of lots 1-4, inclusive, E½W½ & E½ ;
sec. 9, 15, 17, 21 & 27: all of each;
sec. 33: all, consisting of lots 1-4 inclusive, N½, N½S½ .

T. 19 N., R. 6 W.,

secs 1, 3 & 5: all of each, each consisting of lots 1-4, inclusive, & S½N½, & S½
secs. 7: all, consisting of lots 1-12 inclusive, & E½;
secs.9, 11, 13, 15, 17, all of each;
sec. 19: all, consisting of lots 1-12 inclusive, & E½;
secs. 21 & 29: all of each;
sec. 31 all, consisting of lots 1-14 inclusive, & NE¼, N½SE¼;
sec. 33: all, consisting of lots 1-4, N½ & N½S½.

T. 19 N., R.7 W.

secs. 1 & 3: all, each consisting of lots 1-4, inclusive, & S½N½ , & S½ .
sec. 5 lots3-4, S1/2N1/2 & S1/2
sec. 7, all, consisting of lots 1-4 inclusive, E½ & E½W½ ;
secs, 9 all less NE1/4NW1/4;
secs,11, and 13 all of each;
sec. 15 w½
sec. 17 all;
sec. 19 & 21 all, each consisting of lots 1-4 inclusive'
sec. ,23 lots 1-3 inclusive
sec. 25 all, consisting of lots 1-4 inclusive;

T. 20N., R5 W.

sec. 5, all, consisting of lots 1-4 inclusive, & S½ .
sec. 7, all, consisting of lots 1-4, E½W½ & E½;
sec. 17, all;
sec. 19, all, consisting of lots 1-4, E½W½ & E½;
sec. 29, all;
sec. 31 all, consisting of Lots 1-4, E½W½ & E½;
secs. 33 & 34 all of each.

T. 20N., R6 W

sec. 1: all, consisting of lots 1-4 inclusive,& S ½ ;.
sec. 3: all, consisting of lots 1-4 inclusive,& S ½ ;
sec. 7: all, consisting of lots 1-12 inclusive and E ½;
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 ½
secs. 21 : all;
sec. 23: all, consisting of lots 1&2, N½, SE¼ & E½ of SW¼.
sec. 25: all;
sec. 27 all, consisting of lots 1- 4 inclusive, NW ¼, and S ½ .
sec. 29 ; all;
sec. 31 all, consisting of lots 1-12 inclusive & E ½ .
secs. 33 & 35 all of each.

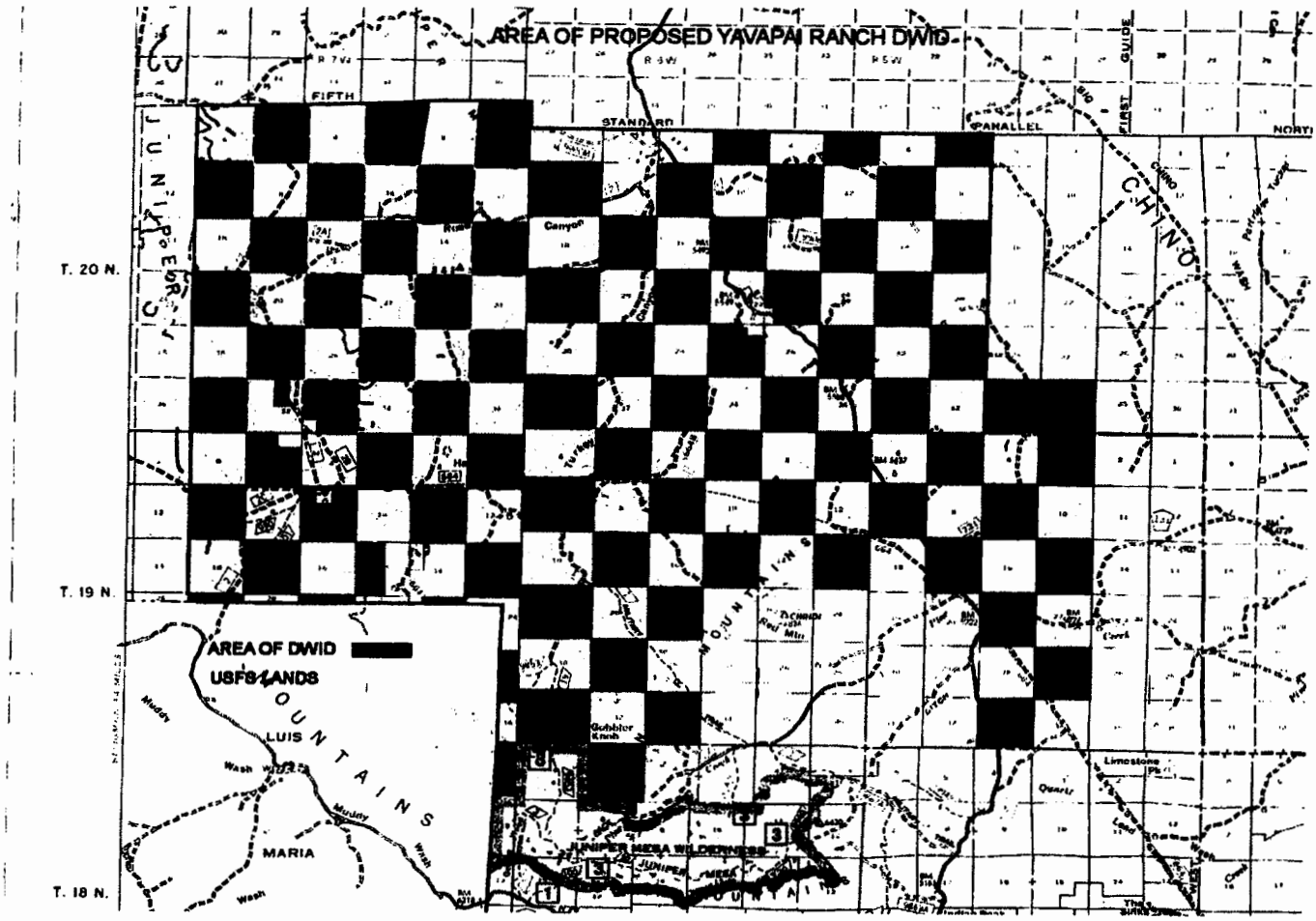
T. 20N., R7 W

sec. 1: all, consisting of lots 1-12 and S ½;
sec. 3: all, consisting of lots 1-12 and S ½;
sec. 5: all, consisting of lots 1-4 inclusive, S ½N ½, S ½ ;

;

sec. 7: all, consisting of lots 1,2,3 &4, E ½W½ , & E½;
sec. 9, 11.13.15, &17: all of each;
sec. 19: all, consisting of lots 1,2,3 &4, E½W½, & E½;
sec. 21, 23, 25, 27, and 29: all of each;
sec. 31: all, consisting of lots 1,2,3 &4, E½W½, & E½;
sec . 32: W½NE¼;
sec. 33: all except SW¼SW ¼;
sec. 35: all.

Exhibit B



2|4

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

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

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

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

YAVAPAI COUNTY PLANNING
BOARD HEARING AGENDA ITEM

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

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

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

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

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.

EXHIBIT
tabbies
C

THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

Memorandum

Date: June 21, 2017

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

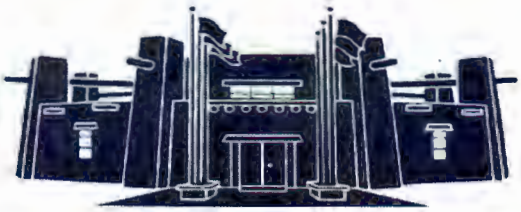
From: Robert Willie, Accounting Manager
Office of the Controller

Subject: Land Acquisition- May 31, 2017

Per the request made by your office the Office of Controller has calculated the unaudited balance of the Land Acquisition fund as of May 31, 2017. The unaudited Unreserved amount available for use in the fund balance is $163,706,537. There is currently is a budget within the business unit 415000 of $5,183,022 that is available for purchase of Real Property.

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

Office of Legislative Counsel
Telephone: (928) 871-7166
Fax # (928) 871-7576



Honorable LoRenzo Bates
Speaker
23rd Navajo Nation Council

MEMORANDUM

TO: Hon. Walter Phelps
23rd Navajo Nation Council

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

DATE: June 28, 2017

SUBJECT: AN ACTION RELATING TO NAABIK'ÍYÁTI' COMMITTEE; REGARDING 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, 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. **Please note** the memorandum from the Office of the Controller regarding the available funds in the Land Acquisition Fund.

The Office of Legislative Council confirms the appropriate standing committee review based on the standing committee's powers outlined in 16 N.N.C. § 4. 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: _0253-17_____ SPONSOR: Walter Phelps

TITLE: An Action Relating To Naabik'iyati' Committee; Regarding 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*: July 7, 2017 at 5:00pm**

Digital comments may be e-mailed to 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.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0253-17

SPONSOR: Honorable Walter Phelps

TITLE: An Action Relating To Naabik'íyáti' Committee; Regarding 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: July 7, 2017 at 5:00 pm

5 DAY Comment Period Ended: July 12, 2017

Digital Comments received:

Comments Supporting	***None***
Comments Opposing	***1. Shirley A. Peaches, MPH, CHSP, RS*** ***2. Ed Becenti***
Inclusive Comments	***1. Trina Bently, Legal Secretary/Office Manager - Yavapia-Apache Nation*** ***2. Robin Silver, M.D. – Center for Biological Diversity***

Latoya Bruce
Policy Analyst
Office of Legislative Services
7/13/17 10:06am
Date/Time

Navajo Nation Proposed Legislation No. 0253-17 Relating to the Proposed Acquisition of 17,544.79 Acres of Land Located within Yavapai County, Arizona which is commonly known as "Yavapai Ranch"

Trina Bentley <tbentley@yan-tribe.org>

Tue 7/11/2017 4:34 PM

To: comments <comments@navajo-nsn.gov>;

Cc: Anthony Canty <acanty@yan-tribe.org>; Jane Russell-Winiecki <jrussell-winiecki@yan-tribe.org>; Tanya Lewis <tlewis@yan-tribe.org>;

Importance: High

1 attachment

YAN Chairwoman to Navajo Nation re Yavapai Ranch Acquisition.pdf;

Speaker Bates:

Attached please find correspondence from Chairwoman of the Yavapai-Apache Nation Jane Russell-Winiecki regarding the Navajo Nation Proposed Legislation No. 0253-17 Relating to the Proposed Acquisition of 17,544.79 Acres of Land Located within Yavapai County, Arizona which is commonly known as "Yavapai Ranch." The original will not follow by mail.

Thank you.

Trina Bentley
Legal Secretary/Office Manager

Yavapai-Apache Nation
Office of the Attorney General
2400 West Datsi Street
Camp Verde, Arizona 86322
Phone: 928-567-1040
Fax: 928-567-1063
Website: www.yavapai-apache.org

YAVAPAI-APACHE NATION

Executive Office

Chairwoman Jane Russell-Winiecki

Vice Chairman Lawrence Jackson Sr.

2400 West Datsi Street, Camp Verde, AZ 86322

Phone (928)567-1021 **Fax (928)567-3994**

July 11, 2017

Via U.S. Mail and Facsimile: (928) 871-4025

Russell Begaye, President
NAVAJO NATION OFFICE OF THE PRESIDENT
AND VICE-PRESIDENT
P.O. Box 7440
Window Rock, Arizona 86515

Via U.S. Mail and Email: comments@navajo-nsn.gov

Lorenzo Bates, Speaker
Council Delegates
NAVAJO NATION COUNCIL
c/o Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, Arizona 86515

Re: Navajo Nation Proposed Legislation No. 0253-17 Relating to the Proposed Acquisition of 17,544.79 Acres of Land Located within Yavapai County, Arizona which is commonly known as "Yavapai Ranch"

Dear President Begaye, Speaker Bates and Council Delegates:

As Chairwoman of the Yavapai-Apache Nation, I wanted to reach out to you regarding Navajo Nation Proposed Legislation No. 0253-17, titled "An Action Relating to Naabik'iyati' Committee; Regarding 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" ("Proposed Legislation").

The Yavapai-Apache Nation's Reservation is located along the Verde River near Camp Verde and Clarkdale, Arizona, and our aboriginal territory extends throughout the land that is contemplated by the Proposed Legislation. Notably, these lands, which are known as "Yavapai Ranch," constitute a large checkerboard of sections of land within the current Prescott National Forest, which makes them difficult to develop without substantial federal involvement.

Much of the Yavapai Ranch lands are located within the Verde River Watershed, which provides a critical water supply to our Reservation and sustains the riparian habitat that is home to numerous wildlife species, including the Bald Eagle. For these reasons, it is important to our Nation that any development that might be undertaken within this checkerboard area be undertaken with great care and consideration for the ongoing health and vitality of the Verde River watershed.

In 1999, our Nation purchased six (6) checkerboard sections of the Yavapai Ranch lands from the owner of Yavapai Ranch, with the intent of exchanging those lands to the Prescott National Forest for other lands that are located near our Reservation at Camp Verde, in order to provide housing, economic development, and much-needed space for our Tribal members. At the time, the owner of the Yavapai Ranch also intended to conclude a land exchange with the Prescott National Forest under the Northern Arizona Land Exchange and Verde River Basin Partnership Act of 2005, P.L. 109-110, 119 Stat. 2351, but the exchange was not completed.

Recently, the Yavapai-Apache Nation was notified that the Prescott National Forest had prepared an Environmental Assessment ("EA") in contemplation of issuing reciprocal easements on Forest Service land for the Yavapai Ranch lands that are the subject of the Proposed Legislation. To my knowledge, the Nation was not consulted on that proposed project, and thus, by letter dated June 1, 2017, I requested formal consultation on the proposed action. To date, such a consultation has not yet been arranged with the Forest Service in response to our request.

In the spirit of Tribal government-to-Tribal government cooperation, we felt that our comments and insight might be helpful to the Navajo Nation in contemplating the Proposed Legislation. If you would like to call or meet to discuss this matter further, please do not hesitate to contact me to arrange a time. My Executive Assistant, Ms. Tanya Lewis can be contacted for such arrangements at (928) 567-1021, email: tlewis@yan-tribe.org.

Yours Truly,

YAVAPAI-APACHE NATION

Jane Russell-Winiecki

Jane Russell-Winiecki

Comments on Legislation 0253-17

Shirley Peaches <speaches2000@gmail.com>

Wed 7/12/2017 4:09 PM

To: comments <comments@navajo-nsn.gov>;

1 attachment

Comments to Legislation 0253 17.pdf;

Yá'át'ééh Honorable Council Delegates:

Attached are my comments on Legislation 0253-17. Thank you very much.

Sincerely,

Shirley A. Peaches

July 12, 2017

Shirley A. Peaches
P.O. Box 144
Flagstaff, AZ 86002
(928) 225-9674

SUBJECT: Vote NO to **Legislation No: 0253-17**

Yá'át'ééh Honorable Council Delegates:

COMMENTS on Legislation 0253-17

Passing Legislation No: 0253-17 to purchase Yavapai Ranch by the Navajo Nation will be a costly and historic mistake. Yavapai Ranch has been the center of controversy for more than a decade. It is controversial because (1) its development will require the pumping of groundwater that will harm the Upper Verde River, and (2) its development cannot take place without the granting of a federal property easement from the U.S. Forest Service.

A potential purchase price of $59,700,000 is based on the potential of a development of 12,500 homes and 95 acres of commercial development, but currently the development of Yavapai Ranch is only speculative at best. If the Navajo Nation is going to spend this much money the 12,500 homes and 95 acres of commercial development should already be in place. Since there is no development then the purchase price should be substantially less than $59,700,000. Who was the appraiser of this land? Does he or she have a valid license to do the appraisal? Does the Council have the appraisal report? A second appraisal by a certified Appraiser is in order. I believe that you were not given the full information and the necessary documentations to thoroughly review this potential purchase.

In addition, the Upper Verde River is threatened by Yavapai Ranch development. Yavapai Ranch development is highly controversial because the groundwater pumping necessary to support the development's 12,500 homes and 95 acres of commercial development will contribute to the continued demise of the Upper Verde River.

The primary source of surface flow to the Upper Verde River comes from the groundwater of the Upper Verde Watershed. Base flow in the Upper Verde watershed is already decreasing owing to excessive deficit groundwater pumping in the watershed.

The Upper Verde River provides essential habitat for multiple federally listed endangered species. The Upper Verde River is central to the cultural and religious practices of the Yavapai Apache Nation.

Most of the Upper Verde River is found on the Prescott National Forest. The rare, irreplaceable and invaluable Upper Verde riparian area is the heart of the Prescott National Forest.

To facilitate Yavapai Ranch development, the Prescott National Forest's is currently attempting to grant federal easement property to facilitate massive Yavapai Ranch private development to

the detriment of the Prescott National Forest's own federal public property. Such an action is obviously not in the public interest.

Development of Yavapai Ranch is not possible without theft of federal reserved water from the Prescott National Forest itself, the Yavapai-Apache Nation and the Fort McDowell Yavapai Nation. In addition, Salt River Project claims rights to Verde River water. In addition, both the Yavapai-Apache Nation and the Fort McDowell Yavapai Nation have cultural and religious interest in preserving the Verde River.

Prescott National Forest easements for Yavapai Ranch are the lynch pin for massive new groundwater dependent development that will negatively impact the upper Verde River. This massive Yavapai Ranch development and groundwater pumping will not be possible without Forest Service federal property easement.

In summary, with a NO vote we eliminate any further demise of the Upper Verde River and do not have to consider federal easement of the property. It is obviously not in the public interest for the Prescott National Forest to grant a lynchpin property easement for a development that will (1) harm the riparian heart of Prescott National Forest, (2) violate federal reserved water rights, (3) harm Endangered Species, and (4) betray the cultural and spiritual interests of the Yavapai-Apache Nation and Fort McDowell Yavapai Nation.

Please vote "NO" to Legislation No: 0253-17.

Ahe'hee shi Nataani.

Sincerely,

Shirley A. Peaches, MPH, CHSP, RS
Member of the Navajo Nation – Navajo Mountain Chapter constituent

Comment

Ed Becenti <rezztone@yahoo.com>

Wed 7/12/2017 4:58 PM

To:comments <comments@navajo-nsn.gov>;

Vote NO on Legislation 0253-17...we need more input from the Navajo public...ahe'hee.

LEGISLATION NO. 0253-17: PURCHASE OF YAVAPAI RANCH IS ILL ADVISED

'Robin Silver' <rsilver@biologicaldiversity.org>

Thu 7/13/2017 12:17 AM

To: comments <comments@navajo-nsn.gov>;

2 attachments

20170712 NAVAJO NATION LEGISLATION 0253-17 COMMENTS CBD.pdf; 20170515 yavapai ranch EA DRAFT comments CBD FINAL.pdf;

Robin Silver, M.D.
Co-Founder and Board Member
Center for Biological Diversity
PO Box 1178
Flagstaff, AZ 86002
Phone: 602-799-3275
FAX: 928-222-0077
Email: rsilver@biologicaldiversity.org
WEB: www.biologicaldiversity.org

CENTER *for* BIOLOGICAL DIVERSITY

July 12, 2017

Executive Director
Office of Legislation Services
P.O Box 3390
Window Rock, AZ 86515
comments@navajo-nsn.gov

Dear Executive Director,

LEGISLATION NO. 0253-17: PURCHASE OF YAVAPAI RANCH IS ILL ADVISED

The Center for Biological Diversity ("Center") is a non-profit, public interest, conservation organization with more than 1.3 million members and online activists dedicated to the protection of endangered species and wild places and to the fulfillment of the continuing educational goals of our membership and the general public in the process. On behalf of our 1.3 million members and online activists, please accept the following comments and attachments regarding Legislation No. 0253-17 to approve purchase of the Yavapai Ranch by the Navajo Nation.

Executive Summary

Yavapai Ranch has been the center of controversy for more than a decade. Yavapai Ranch is so controversial because increased water extraction from the Ranch will further harm the Upper Verde River. Yavapai Ranch development cannot take place without the granting of a federal property easement from the U.S. Forest Service. Yavapai Ranch's securing this federal property easement is highly unlikely because granting of this easement is not in the public interest. The sponsors of Legislation No. 0253-17 have obviously not done their due diligence prior to presentation to the Council for vote.

Increased Yavapai Ranch groundwater extraction will further harm the Upper Verde River.

Water from the Yavapai Ranch wells comes from the Big Chino aquifer. The Big Chino aquifer is directly connected to the Upper Verde River. The Big Chino aquifer the source of the base flow, or the surface water stream flow during the dry times of the year, for the Upper Verde River.

In the words of the Arizona Department of Water Resources,

> "Groundwater outflow from the Big Chino Sub-basin occurs as base flow in the Verde River..."
>
> (http://www.azwater.gov/AzDWR/StatewidePlanning/WaterAtlas/CentralHighlands/Hydrology/VerdeRiver.htm)

The connection between the Big Chino aquifer and the Upper Verde River is well established. See, for example:

> Ford, J.R. 2002, Big Chino Valley ground water as the source of the Verde River: in Ground Water/Surface Water Interactions, July 1-3, 2002, American Water Resources Association summer specialty conference, 6 p.; and,
>
> Wirt, L., 2005, The Verde River headwaters, Yavapai Count, Arizona in Wirt, Laurie, DeWitt, Ed, and Langenheim, V.E., eds., Geologic Framework of Aquifer Units and Ground-Water Flowpaths, Verde River Headwaters, North-Central Arizona: U.S Geological Survey Open-File Report 2004-1411, 33 p.

Base flow in the Verde River immediately downstream of the Big Chino aquifer (at the USGS Paulden gage) has already been declining. See, for example:

> Blasch, K.W., Hoffmann, J.P., Graser, L.F., Bryson, J.R., and Flint, A.L., 2006, Hydrogeology of the upper and middle Verde River watersheds, central Arizona: U.S. Geological Survey Scientific Investigations Report 2005–5198,102 p., 3 plates.; V. 2, May 04, 2007.; and,
>
> Garner, B.D., Pool, D.R., Tillman, F.D., and Forbes, B.T., 2013, Human effects on the hydrologic system of the Verde Valley, central Arizona, 1910–2005 and 2005–2110, using a regional groundwater flow model: U.S. Geological Survey Scientific Investigations Report 2013–5029, 47 p.

The Upper Verde River provides essential habitat for multiple federally listed endangered species. The Upper Verde River is central to the cultural and religious practices of the Yavapai Apache Nation.

Most of the Upper Verde River is found on the Prescott National Forest. The rare, irreplaceable and invaluable Upper Verde riparian area is the heart of the Prescott National Forest.

Yavapai Ranch development cannot take place without the granting of a federal property easement from the U.S. Forest Service.

A potential purchase price of $59,700,000 is grossly inflated as it must be based on the seller's point that the property has "very attractive development rights" (Exhibit B: Correspondence, Yavapai Ranch to Michael Halona, RE: attached Preliminary Title Report on the West Side Parcel, June 2, 2017.) as the Yavapai Ranch's cattle herd "is [only] about 1,000 mother cows." (Exhibit A: THE YAVAPAI RANCH, Seligman, Arizona.)

Yavapai Ranch's "very attractive development rights" are speculative at best. In order to develop Yavapai Ranch, the Ranch must secure federal easement property as the Ranch roads are too narrow for increased traffic. No granting of federal easement property, no Yavapai Ranch development.

Granting of federal easement property by the Forest Service will result in Ranch development and increased groundwater pumping that will destroy the rare, irreplaceable and invaluable Upper Verde River which is the heart of the Prescott National Forest. Such an action is obviously not in the public interest.

Conclusion

In today's Prescott Daily Courier article, "Navajo Nation may buy Yavapai Ranch for $60M, Possible deal would sell only 17,500 acres," Yavapai Ranch owner and seller Fred Ruskin's defense of the proposed sale falls short,

> "Potential buyers might like the fact that part of the property has been approved by the Yavapai County Board of Supervisors for a planned area development. Other reasons might be...the 20 wells that exist outside the boundaries of the Arizona's Active Management Areas regulations that govern water use."

The fact that the Yavapai County Board of Supervisors have approved a planned area development does not change the fact that the Ranch does not have enough water nor roads for any substantive development to take place. Increased extraction of the Ranch's groundwater for development will result in the theft of federal water rights belonging to the Prescott National Forest and diminution of water necessary for the survival of the threatened and endangered species and their critical Upper Verde River habitat.

The fact that the Ranches "20 wells exist outside the boundaries of Arizona's Active Management Areas" is irrelevant when federal interests are involved. When Federal water rights are involved, as they are here with respect to Yavapai Ranch groundwater pumping, Arizona state legal authorities now also include Robin Silver, M.D., et al., v. Pueblo del Sol Water Company, et al., et al (Arizona Supreme Court No. CV-16-0294-PR; Arizona Court of Appeals Division One No. 1 CA-CV 14-0811; Superior Court in Maricopa County Nos. LC2013-000264-001, LC2013-000271-001, and LC2013-000272-001 [Consolidated]).

Today's Prescott Daily Courier also reports,

> "Benjamin Bennett, a member of the Navajo Nation Council and vice chair of the Resources and Development Committee, was quick to say water is a valuable mineral. That may or may not be one of the reasons the Tribe is interested in the property.
>
> "Obviously, we'd be looking at expanding our land base, and the other thing is, in lieu of the shutdown in a couple of years of the Navajo Generating Station. We need to start creating our own opportunities," Bennett said.
>
> He also mentioned as options a land exchange and commercial development. He said the nearly $60 million appraisal appears high for land that would only be used to run livestock."

At least Councilman Bennett recognizes that the proposed purchase price of "$60 million appraisal appears high for land that would only be used to run livestock." However, by not knowing if the Nation is interested in Yavapai Ranch for such an astronomical price because "water is a valuable," or that the purchase is for "land exchange and commercial development," Councilman Bennett acknowledges that there is no justification for Yavapai Ranch purchase. The sponsors of Legislation No. 0253-17 to approve purchase of the Yavapai Ranch by the Navajo Nation have not done their due diligence.

Currently, the U.S. Forest Service is undertaking an evaluation of Yavapai Ranch's request for federal easement property to pursue development of 12,500 homes and 95 acres of commercial development. Please see our attached comments on the April 2017, Prescott National Forest Chino Valley Ranger District's Northeast Portion of Yavapai Ranch: Reciprocal Easements and Improvements Project Draft Environmental Assessment. Hopefully these will also help the Nation reject Legislation No. 0253-17 as the ill-conceived scheme that it is.

Now that there is a concrete purchase proposal under consideration by the Nation for Yavapai Ranch, we expect that the Forest Service will suspend all easement property activity until this new information is fully presented and evaluated.

Please let us know if we can provide any further information to help prevent the Nation from making this costly and historic mistake. The Center's contact for this proceeding will be Dr. Robin Silver, email: rsilver@biologicaldiversity.org; mail: Robin Silver, M.D., PO Box 1178, Flagstaff, AZ 86002; or phone: 602-799-3275.

Sincerely,

Robin Silver, M.D.
Co-Founder and Board Member

CENTER *for* BIOLOGICAL DIVERSITY

May 15, 2017

OmeroTorres
Chino Valley District Ranger,
735 N Hwy 89, Chino Valley, AZ 86323
FAX: 928-777-2208
Email: comments-southwestern-prescott-chinovalley@fs.fed.us.

Prescott National Forest Acting Supervisor Jessie Berner
FAX: +1 (928) 443-8208

USFS Region 3 Regional Forester Cal Joiner
FAX: +1 (505) 842-3110

Dear Messrs. Torres and Joiner, and Ms. Berner,

RE: 1. Yavapai Ranch Reciprocal Easement

2. Prescott NF sacrifices it invaluable core Upper Verde River riparian area to facilitate Yavapai Ranch development.

The Center for Biological Diversity ("Center") is a non-profit, public interest, conservation organization with more than 1.2 million members and online activists dedicated to the protection of endangered species and wild places and to the fulfillment of the continuing educational goals of our membership and the general public in the process.

Maricopa Audubon Society is a non-profit organization dedicated to the enjoyment of birds and other wildlife with a primary focus on the protection and restoration of southwestern riparian habitat through fellowship, education, and community involvement. Maricopa Audubon is a chapter of the National Audubon Society. Maricopa Audubon has over 2,300 members, primarily in central Arizona.

Please accept the following comments on the April 2017, Prescott National Forest Chino Valley Ranger District's Northeast Portion of Yavapai Ranch: Reciprocal Easements and Improvements Project Draft Environmental Assessment ("draft Environmental Assessment").

Executive Summary

Most of the Upper Verde River is found on the Prescott National Forest. The rare, irreplaceable and invaluable Upper Verde riparian area is the heart of the Prescott National Forest.

The Upper Verde River is threatened by the Yavapai Ranch development. The Yavapai Ranch development is a highly controversial development because the groundwater pumping necessary to support the development's 12,500 homes and 95 acres of commercial development will contribute to the continued demise of the Upper Verde River.

The primary source of surface flow to the Upper Verde River comes from the groundwater of the Upper Verde Watershed. Base flow in the Upper Verde watershed is already decreasing owing to excessive deficit groundwater pumping in the watershed.

The April 2017, draft Environmental Assessment fails, pursuant to law and science, to adequately present and to professionally evaluate the proposed granting of federal property easements to Yavapai Ranch. The hydrological study used to justify the draft Environmental Assessment's central tenant of minimal hydrological effect is fundamentally flawed. In addition, the Forest Service has still not fully released the data upon which the Forest Service's foundational hydrological study is based.

The draft Environmental Assessment fails to acknowledge and address Yavapai Ranch's harm to federally protected Endangered Species and Critical Habitat. The Upper Verde River provides essential habitat for multiple federally listed endangered species. The Upper Verde River is central to the cultural and religious practices of the Yavapai Apache Nation.

The Prescott National Forest's attempts to promote and facilitate a massive private development to the detriment of the Prescott National Forest's own federal public property. Such an action is obviously not in the public interest.

The draft Environmental Assessment fails to acknowledge and address Yavapai Ranch's theft of federal water. Development of Yavapai Ranch is not possible without theft of federal reserved water from the Prescott National Forest itself, the Yavapai-Apache Nation and the Fort McDowell Yavapai Nation. In addition, Salt River Project claims rights to Verde River water.

The Prescott National Forest issued the Record of Decision for its new Forest Plan in June 2015. As a first test of the Forest Service's application of its new plan, the Prescott National Forest fails to adhere to its own new Forest Plan protection pledge for the protection of riparian areas and threatened and endangered species.

The draft Environmental Assessment insults and violates the National Environmental Policy Act's (NEPA's) prohibition of piecemeal project evaluation. The draft Environmental Assessment insults and violates NEPA's requirement for a cumulative effects analysis for all proposed, significant federal projects.

Prescott National Forest easements for Yavapai Ranch are the lynch pin for massive new groundwater dependent development that will negatively impact the upper Verde River. This massive Yavapai Ranch development and groundwater pumping will not be possible without Forest Service federal property easement.

In summary no federal property easements, no further demise of the Upper Verde River. It is obviously not in the public interest for the Prescott National Forest to grant a lynchpin property easement for a development that will harm the riparian heart of Prescott National Forest merely to aide another rich developer.

The hydrological study used to justify the draft Environmental Assessment's central tenant of minimal hydrological effect is fundamentally flawed. In addition, the Forest Service has still not fully released the data upon which the Forest Service's foundational hydrological study is based.

The draft Environmental Assessment states,

> "During the comment period on the first Environmental Assessment in 2014, the Forest Service received numerous comments regarding the need for a more thorough analysis of the impacts of the developments on water resources. Subsequently, a qualitative and semi-quantitative modelling [sic] analysis was performed and it concluded that the cumulative effects to the Verde River would be minimal, with less than 1% average flow loss." (pdf page #59)

In spite of being the centerpiece of the rationalization for the Forest Service's granting of federal property easements to Yavapai Ranch, this report (Congdon 2017) was not released with the draft Environmental Assessment. The complete data upon which this report is based has still not been released in spite of our filing an April 17, 2017, Freedom of Information Act (FOIA) request for the complete data.

Obviously, a thorough reviews and evaluation of this report is not possible without the complete data upon which this report is based; however, several glaring in adequacies are immediately apparent.

Congdon (2017)

1. **fails to evaluate an accurately sized project.** Congdon (2017) evaluates "an expected 7496 units at maximum build-out." This ignores the clear language of project's August 9, 2012, Yavapai County approved, Yavapai Ranch Planned Area Development agreement (PAD) and the public news coverage of the project. The November 6, 2012, Prescott Courier reports, "The Yavapai County Board of Supervisors approved a proposal Monday for 12,500 homes and 96 acres of commercial development..." ("Approved: County gives green light to Yavapai Ranch development plan, November 6, 2012, https://www.dcourier.com/news/2012/nov/06/approved-county-gives-green-light-to-yavapai-ranc/ "). The PAD states, "This PAD envisions only 6,500 residential units spread throughout the approximate 51,000 acres Ranch (plus additional units planned in the future Village Centers) [page i]....The Village Centers will be a mixture of commercial and residential uses. Commercial uses within the Village Centers will be limited to a maximum of 95 acres. Residential uses within the Village Centers shall be limited to a maximum of 6,000 units." (page 14)
2. **fails to include climate change in its modeling.** Ironically, the U.S. Forest Service Southwest Region has even produced A Guide for Addressing Climate Change in Forest Plan Revisions for Southwestern National Forests and National Grasslands, USDA U.S. Forest Service Southwest Region, May 2010. This guide states, "The decision document should clearly articulate how climate change was considered in the land management planning process, specifically relative to the current conditions and trends [page 10]...Currently there appears to be broad agreement among climate modelers that the Southwestern U.S.is experiencing a

drying tend that will continue well into the latter part of 21st century (IPCC 2007; Seager et al. 2007) [page 12]."

3. **fails to include cumulative effects in its modeling**. ADWR has already permitted 3638 wells in the Upper Verde River watershed ("Wells 55 Registry," downloaded, on May 11, 2017, from http://gisdata-azwater.opendata.arcgis.com/) May 11, 2017) without regard to the fact that the wells are intercepting groundwater that would otherwise supply baseflow to the Upper Verde River. The Prescott pipeline itself proposes the pumping of , the City of Prescott issued and published a request for proposal (RFP) for the transmission of groundwater pumped from the Big Chino Valley to the City of Prescott. (City of Prescott 2001) Prescott plans to remove between 8,700 and 14,000 acre-feet per year of groundwater each year from the Big Chino Valley (ADWR 2000a). And then there is the Longview Energy Exchange Pumped Storage Hydroelectric Project which will use up to 1,920 acre-feet/year of locally pumped groundwater.

4. **failed to include a risk/uncertainty analysis.** Ironically, in another similarly corrupt Forest Service hydrological evaluation regarding Rosemont Mine on the Coronado National Forest, the U.S. Geological Survey (USGS) recommended use of the "Monte Carlo approach to improve prediction uncertainly." Joe Gurrieri and Roger Congdon of the Forest Service Washington Office Groundwater Program recommended against USGS recommendations stating that "the method used in the Rosemont modeling, Sensitivity Analysis, is a rigorous and acceptable technique for evaluating uncertainty." (Memorandum; to Coronado National Forest Supervisor Jim Upchurch; from USFS Groundwater Program, WO, Joe Gurrier and Roger Congdon; Subject: Evaluation of Additional Groundwater Modelling Tasks Suggested by USGS for the Rosemont Mine Project The Forest Service Forest Service, March 31, 2015.) However, Sensitivity Analysis does not assess uncertainty as no effort is made to maintain model calibration during sensitivity. And sensitivity adjustments are highly subjective. Conduction of a formal uncertainty analysis as suggested by USGS (Monte Carlo Constrained Maximization/Minimization method of Doherty et al., 2010) can provide the most important result of conveying a range of impact predictions. Such a range of impact predictions are critical to informed decision making.

5. **failed to evaluate Yavapai Ranch's effects, together with cumulative effects, etc. on an appropriate span of the Upper Verde River.** Congdon (2017) cherry picks "...the Verde River was simulated, from the upper perennial reaches to its confluence with Fossil Creek." Obviously this extended reach was simulated in an unabashed attempt to minimize the effects of Yavapai Ranch's groundwater pumping on the Upper Verde. Compare Congdon (2017) with Kroopnick (2014) [Application of the Northern Arizona Regional Groundwater Flow Model (NARGFM) to the Upper Verde River - Potential Future declines due to additional groundwater extraction, Peter Kroopnick, PhD., RG., December 2, 2014.]:

> "New simulations using NARGFM [USGS' Northern Arizona Regional Groundwater Flow Model] show that the cumulative effect of continuing drought, increased water demand, and extraction of 12,000 ac-ft/yr of groundwater from the Big Chino Valley indicates a loss of base flow to the

Verde River at the Paulden streamgage of 12.8 cfs between 2005 and 2110. Inasmuch as the base flow at the Paulden streamgage in 2005 was ~19 cfs, this would leave only 6.2 cfs in the river at the streamgage by 2110."

And,

6. **fails to include any evidence of recalibration of the Northern Arizona Regional Groundwater Model specific to the area of evaluation in Congdon (2017).**

The draft Environmental Assessment should not have been released without Congdon (2007) and the full data upon which Congdon (2007) is based.

The draft Environmental Assessment fails to acknowledge and address Yavapai Ranch's harm to federally protected Endangered Species and Critical Habitat. The Upper Verde River provides essential habitat for multiple federally listed endangered species.

Present Endangered Species listed and located in the Upper Verde River include Northern Mexican Gartersnake and Narrow-headed Gartersnake (79 FR 38678), and Spikedace (77 FR 10810). The Upper Verde River is Critical Habitat for Spikedace and Loach Minnow (77 FR 10810). It is proposed Critical Habitat for Northern Mexican Gartnersnake and Narrow-headed Gartersnake (78 FR 41550).

As a first test of the Forest Service's application of its new plan, the Prescott National Forest fails to adhere to its own new Forest Plan protection pledge for the protection of riparian areas and threatened and endangered species.

A stated goal in the current Forest Plan is to "Manage for a diverse, well distributed pattern of habitats for wildlife populations and fish species in cooperation with states and other agencies." (page 13) The Forest can only grants easements for road and utility access if the "impact on the forest is acceptable as a result." (page 44)

The June 2015, Record of Decision for the Prescott National Forest Land and Resource Management Plan states,

> "This revised plan provides forest-specific guidance and information for project and activity decision making and will guide all resource management activities on the forest for the next 10 to 15 years...The purpose of the original forest reserves, now part of the Prescott NF, was to protect and conserve water supplies for communities of central Arizona." (page 1")

And,

> "My decision highlights the importance of the Forest Service's responsibility for providing for healthy watersheds and water." (page 16)

In the June 6, 2016, Appeal Decision for the revised Prescott National Forest Land and Resource Management Plan; from Reviewing Officer for the Chief Brian Ferebee; to Southwestern Region Regional Forester, states,

> "The importance of riparian habitat on the Prescott NF was recognized early in the planning process for the Revised Forest Plan. In considering which issues drove the need for change in the plan revision, two of the five identified by the Forest were related to aquatics; "2. Retain or improve watershed integrity to provide desired water quality, quantity, and timing of delivery" and "4. Provide desired habitat for native fish species. (FEIS Vol. 1, page 6)." [page 7]

And,

> "Regional guidance regarding climate change includes a 1/13/09 white paper entitled "Climate Change Considerations in Land Management Plan Revisions". The Regional Guidance Paper advises Forests to discuss the role of climate change in plan documents, including integrating climate change information in appropriate plan sections and utilizing best available scientific information." (page 12)

The draft Environmental Assessment confirms our fear that the new Forest Plans are nothing more than impotent procedural formalities.

The draft Environmental Assessment fails to acknowledge and address Yavapai Ranch's theft of federal water.

Yavapai Ranch development groundwater pumping will intercept water that belongs to the Prescott National Forest, the Yavapai Apache Nation, the Ft. McDowell Yavapai Nation, and Salt River Project. The connectivity of the Big Chino aquifer and the Upper Verde River is not disputable. (Montgomery and Harshbarger [1992]; USGS_Wirt and Hjalmarson [2000]; USGS_Wirt, DeWitt and Langenheim [2005]; Timmons and Springer [2006]; USGS_Blasch et al. [2006]; Blasch and Bryson [2007]; USDA RMRS_Neary et al. [2012]; USGS_Garner et al [2013]; Kroopnick (2014)].

Prior studies already document diminishment of Upper Verde River aquifer discharge and future predicted base flow diminishment in the upper Verde River owing to excessive groundwater pumping [Montgomery and Harshbarger (1992); USGS_Wirt and Hjalmarson (2000); USGS_Blasch et al. (2006); Blasch and Bryson (2007); USDA RMRS_Neary et al. (2012); USGS_Garner et al (2013); Kroopnick (2014)]. USDA RMRS_Neary et al. (2012) address the expected effects of climate change ("Future climate change of increased aridity in the Southwest will probably affect baseflow on the UVR to a greater extent than in the past.") and Prescott's proposed Big Chino groundwater pumping. USDA RMRS_Neary et al. also reinforce USGS_Wirt and Hjalmarson (2000)'s finding that "groundwater discharge to the UVR [Upper Verde River] has declined in the past 20 to 30 years due to a number of natural and human-caused impacts on the aquifers...The most important implication of the Wirt and Hjalmarson (2000) report is that continued urbanization and use of the Big Chino aquifer may have substantial negative impacts on baseflows of the UVR [Upper Verde River]."

Federal law and federal legal rulings confirm (1) the scientific reality that groundwater and surface water are connected and, (2) the priority of congressionally established federal water rights.[1] These facts have been clearly established since 1976.

In 1976, the U.S. Supreme Court decided a landmark case, *Cappaert v. United States*. Groundwater pumping intercepting and denying water *necessary* to satisfy Federal reserved water rights was unequivocally no longer legal, even if protected by State law.[2] In *Cappaert v. United States*, the U.S. Supreme Court stopped the groundwater pumping of Nevada farmers that was intercepting and depleting surface water belonging to the federal government and that was necessary for the survival of the endangered Devil's Hole Pupfish.[3]

The U.S. Supreme Court has re-confirmed the findings of *Cappaert v. U.S.* two times since 1976.[4] In *Kansas v. Colorado*, 115 S. Ct. 1995, the U.S. Supreme Court curtailed Colorado groundwater pumpers from pulling water from the aquifer in the Arkansas River Valley in Colorado upstream of the border with Kansas.[5]

In the second case confirming *Cappaert v. U.S.*, *Nebraska v. Wyoming*, 115 S. Ct. 1033, 1937 (1995), the U.S. Supreme Court addressed groundwater pumping in Wyoming that had been intercepting and depleting flows in the North Platte River.[6]

Arizona water law is also on point for these proceedings. Gila III states:

> "P20 Although the Ninth Circuit, in its *Cappaert* opinion, expressly determined that the reserved rights doctrine extends to groundwater, [(*See United States v. Cappaert, 508 F.2d 313, 317 (9th Cir. 1974).]* the Supreme Court found it unnecessary to reach that question, explaining that the water in the pool was surface water. *Cappaert, 426 U.S. at 142.* Yet upon evidence that "federal water rights were being depleted because ... the 'groundwater and surface water are physically interrelated as integral parts of the hydrologic cycle,'" the Court held that "the United States can protect its water from subsequent diversion, whether the diversion is of surface or groundwater." *Id. at 142-43(quoting* C. Corker, *Groundwater Law, Management and Administration,* National Water Commission Legal Study No. 6, p. xxiv (1971))...
>
> P27 It is apparent from the case law that we may not withhold application of the reserved rights doctrine purely out of deference to state law. Rather, we may not defer to state law where to do so would defeat federal water rights...
>
> P30 Under the "reasonable use" doctrine, Arizona has consumed far more groundwater than nature can replenish. *See* ARIZONA DEP'T WATER

[1] Cappaert v. United States 426 U.S. 128 [1976].
[2] Ibid.
[3] Ibid.
[4] Glennon and Maddock 1994. Glennon and Maddock 1997. Kansas v. Colorado, 115 S. Ct. 1995. Maddock 1993. Nebraska v. Wyoming, 115 S. Ct. 1033, 1937 (1995).
[5] Kansas v. Colorado, 115 S. Ct. 1995. Glennon and Maddock 1997.
[6] Glennon and Maddock 1997. Nebraska v. Wyoming, 115 S. Ct. 1033, 1937 (1995).

RESOURCES, ARIZONA WATER RESOURCES ASSESSMENT:VOL. 1, INVENTORY AND ANALYSIS 9 (1994); Philip R. Higdon & Terence W. Thompson, *The 1980 Arizona Groundwater Management Code,1980 Ariz. St. L.J. 621, 623.* The Department of Water Resources presented evidence to the trial court in this case of streams in transition from perennial to intermittent within the San Pedro and Upper San Pedro watersheds, of others nearing an ephemeral character, and of others in geographical "retreat." *See ARIZONA DEP'T WATER RESOURCES, GILA RIVER SYSTEM GROUNDWATER-SURFACE WATER INTERACTION STUDY* 31-32 (1987). Within the Lower Gila River watershed, groundwater tables have been so lowered as to sever the connection between ground and surface water. *See* Leshy & Belanger, *supra,* at 665-66. Some Indian reservations have been entirely "dewatered" by off-reservation pumping.*See Gila River Pima-Maricopa Indian Community v. United States, 9 Cl. Ct. 660, 665-66 (1986)* (federal inaction and lack of tribal resources have enabled off-reservation developers to pump aquifers underlying some Indian reservations dry before the tribes could exercise their opportunity to pump groundwater). We therefore cannot conclude that deference to Arizona's law--and to the opportunity it extends all landholders to pump as much groundwater as they can reasonably use--would adequately serve to protect federal rights…

P31 For the foregoing reasons, we hold that the trial court correctly determined that the federal reserved water rights doctrine applies not only to surface water but to groundwater. We decide this issue in the abstract at this time as a necessary step in determining the scope of interests to be encompassed by this adjudication. We do not, however, decide that any particular federal reservation, Indian or otherwise, has a reserved right to groundwater. A reserved right to groundwater may only be found where other waters are inadequate to accomplish the purpose of a reservation…

P36 In our view, Cappaert provides an explicit answer to that question. First, *Cappaert* tells us that "determination of reserved water rights is not governed by state law but derives from the federal purpose of the reservation." *426 U.S. at 145.* Second, it tells us that "the United States can protect its water from subsequent diversion, whether the diversion is of surface or groundwater."*Cappaert, 426 U.S. at 143*...

P37 What *Cappaert* holds with respect to the protection of surface waters, our discussion in Part III enables us to apply to the protection of groundwater as well. We have held that the federal reserved right extends to groundwater when groundwater is necessary to accomplish the purpose of a federal reservation. We similarly hold that once a federal reservation establishes a reserved right to groundwater, it may invoke federal law to protect its groundwater from subsequent diversion to the extent such protection is necessary to fulfill its reserved right…

P38 We thus affirm the trial court's conclusion that federal reserved rights holders enjoy greater protection from groundwater pumping than do holders of state law rights. We do not, however, read the case law to require a zero-impact standard of protection for federal reserved rights. The Supreme Court has repeatedly acknowledged that the reserved rights doctrine "reserves only that amount of water necessary to fulfill the purpose of the reservation, no more." *Cappaert, 426 U.S. at 141;see also United States v. New Mexico, 438 U.S. at 700 n.4 (1978).* In *Cappaert,* the Court affirmed an injunction "appropriately tailored ... to minimal need, curtailing pumping only to the extent necessary to preserve an adequate water level at Devil's Hole." *Id., 426 U.S. at 141.* If injunctions should ultimately prove necessary in this case, they shall likewise be appropriately tailored to minimal need…

P41… As Leshy and Belanger wrote in summary of *Cappaert,* "For federal law, the question is one of hydrology, not legal compartmentalization." *20 Ariz. St. L.J. at 734…*

P43 We answer issues 4 and 5 as follows: Federal reserved rights extend to groundwater to the extent groundwater is necessary to accomplish the purpose of a reservation. Holders of federal reserved rights enjoy greater protection from groundwater pumping than do holders of state law rights to the extent that greater protection may be necessary to maintain sufficient water to accomplish the purpose of a reservation."

(IN RE THE GENERAL ADJUDICATION OF ALL RIGHTS TO USE WATER IN THE GILA RIVER SYSTEM AND SOURCE, Supreme Court Nos. WC-90-0001-IR, WC-90-0002-IR, WC-90-0003-IR, WC-90-0004-IR, WC-90-0005-IR, WC-90-0006-IR, WC-90-0007-IR (Consolidated) & WC-79-0001, WC-79-0002, WC-79-0003, WC-79-0004 (Consolidated); SUPREME COURT OF ARIZONA, *195 Ariz. 411;989 P.2d 739;1999 Ariz.*, November 19, 1999 , Filed [GILA III])

When Federal water rights are involved, as they are here with respect to Yavapai Ranch groundwater pumping, Arizona state legal authorities now also include Robin Silver, M.D., et al., v. Pueblo del Sol Water Company, et al., et al (Arizona Supreme Court No. CV-16-0294-PR; Arizona Court of Appeals Division One No. 1 CA-CV 14-0811; Superior Court in Maricopa County Nos. LC2013-000264-001, LC2013-000271-001, and LC2013-000272-001 [Consolidated]).

The draft Enviromental Assessment encourages and justifies theft of federal water.

The draft Environmental Assessment insults and violates NEPA's prohibition of piecemeal project evaluation and NEPA's requirement for a cumulative effects analysis for all proposed, significant federal projects.

The National Environmental Policy Act ("NEPA") requires the preparation of an EA to describe "the environmental impacts of the proposed action and alternatives" in order to determine the next steps taken by an agency to comply with NEPA. 40 C.F.R. § 1508.9 (2014). The impacts that must be considered in an EA include direct, indirect, and cumulative effects of the proposed action. 40 C.F.R. §§ 1508.7, 1508.8. Cumulative impact analysis requires identification and discussion of "the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions" regardless of who undertakes such action. 40 C.F.R. § 1508.7.

NEPA (40 C.F.R. 1508.27) also states,

> "(a)...the significance of an action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality...Both short- and long-term effects are relevant...(b)...The following should be considered in evaluating intensity:...(1)...A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial...(3)... wetlands...ecologically critical areas...(4) The degree to which the effects on the quality of the human environment are likely to be highly controversial...(6) The degree to which the action may establish a precedent for future actions with significant effect or represents a decision in principle about a future consideration...(7) Whether the action is related to other actions with individually insignificant but cumulatively significant impacts. Significance exists if it is reasonable to anticipate a cumulatively significant impact on the environment. Significance cannot be avoided by terming an action temporary or by breaking it down or by breaking it down into small component parts..."

The Prescott National Forest must provide a "hard look" at the cumulative effects of a proposed action, including quantified and detailed information, even when preparing an EA. *See, e.g., Ctr. for Envtl. Law and Policy v. U.S. Bureau of Reclamation*, 655 F.3d 1000, 1007 (9th Cir. 2011).

Instead to insult law and process, the draft Environmental Assessment states,

> "Cumulative Effects...Within and around the general area of the Yavapai Ranch there are few visitors and little development." (page 12)

And,

> "For reasonably foreseeable future actions, the development of the private parcels is the only known proposal. A Planned Area Development (PAD) was submitted to and approved by Yavapai County for housing developments across much of the private property on Yavapai Ranch. The PAD includes six individual communities, or "villages"; three with village centers. The total number of residences proposed in the PAD is 6,500 for all six combined." (page 13)

CONCLUSION

We look forward to receiving the full data upon which the foundational report (Congdon [2017]) for the draft Environmental Assessment. If the Forest Service decides to proceed without prior release of this data, we look forward to the objection/appeal process.

Please include the Center for Biological Diversity in all proceedings involving the Prescott National Forest and the proposed Yavapai Ranch development. The Center's contact for this project will be, Dr. Robin Silver via email: rsilver@biologicaldiversity.org; via mail: Robin Silver, M.D., PO Box 1178, Flagstaff, AZ 86002; via phone: 602-799-3275; or via email: rsilver@biologicaldiversity.org.

Sincerely,

Robin Silver, M.D.
Co-Founder and Board Member

23rd NAVAJO NATION COUNCIL
NAABIK'ÍYÁTI' COMMITTEE REPORT
Third Year 2017

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

NAVAJO LEGISLATIVE BILL #0253-17

An Action Relating to Naabik'íyáti' Committee; Regarding 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
Co-Sponsored by: Honorable Otto Tso

Has had it under consideration and reports the same **WAS TABLED**

Respectfully Submitted,

Honorable Kee Allen Begay, Jr., Chairman Pro Tem
NAABIK'ÍYÁTI' COMMITTEE

25 JULY 2017

TABLING MOTION:

Motion to Table for 60 days; Review Land Appraisal

Motioned by: Honorable Davis Filfred
Seconded by: Honorable Raymond Smith, Jr.

Vote: 14 in Favor, 01 Opposed (Chairman Pro Tem Kee Allen Begay, Jr., Not Voting)

MAIN MOTION:

Motioned by: Honorable Lee Jack, Sr.
Seconded by: Honorable Seth Damon

Vote:

23nd Navajo Nation Council
Naabik'iyati' Committee

Date: July 25, 2017

TABLE 0253-17 - 60 Days

Motion: Davis Filfred

Second: Raymond Smith

ALL DELEGATES:

	Yea	Nay
BATES, LoRenzo		
BEGAY, Kee Allen Jr.		
BEGAY, Norman M.	✓	
BEGAY, Steven	✓	
BEGAYE, Nelson		
BENNETT, Benjamin L.	✓	
BROWN, Nathaniel		
CHEE, Tom T.	✓	
CROTTY, Amber K.		
DAMON, Seth	✓	
DANIELS, Herman	✓	
FILFRED, Davis	✓	
HALE, Jonathan L.		
JACK, Lee Sr.	✓	
PERRY, Jonathan		
PETE, Leonard H.		
PHELPS, Walter	✓	
SHEPHERD, Alton Joe		
SLIM, Tuchoney Jr.	✓	
SMITH, Raymond Jr.	✓	
TSO, Otto		✓
TSOSIE, Leonard	✓	
WITHERSPOON, Dwight	✓	
YAZZIE, Edmund	✓	
GRAND TOTAL	14	1

BY COMMITTEE:

	Yea	Nay	TOTAL
BFC:			
CHEE, Tom T.			
DAMON, Seth			
JACK, Lee Sr.			
SLIM, Tuchoney Jr.			
WITHERSPOON, Dwight			
TSOSIE, Leonard			
HEHSC:			
BEGAY, Norman M.			
BEGAY, Steven			
BEGAYE, Nelson			
BROWN, Nathaniel			
CROTTY, Amber K.			
HALE, Jonathan L.			
LOC:			
BEGAY, Kee Allen Jr.			
DANIELS, Herman			
SMITH, Raymond Jr.			
TSO, Otto			
YAZZIE, Edmund			
RDC:			
BENNETT, Benjamin L.			
FILFRED, Davis			
PERRY, Jonathan			
PETE, Leonard H.			
PHELPS, Walter			
SHEPHERD, Alton Joe			
SPEAKER:			
BATES, LoRenzo			
(Votes only in a tie)			
GRAND TOTAL			

CERTIFICATION:

Speaker Protem

23rd Navajo Nation Council
Naabik'iyati' Committee

Date: July 25, 2017

Legislation # 0253-17

Motion: Lee Jack Sr.

Second: Seth Damon

ALL DELEGATES:

	Yea	Nay
BATES, LoRenzo		
BEGAY, Kee Allen Jr.		
BEGAY, Norman M.		
BEGAY, Steven		
BEGAYE, Nelson		
BENNETT, Benjamin L.		
BROWN, Nathaniel		
CHEE, Tom T.		
CROTTY, Amber K.		
DAMON, Seth		
DANIELS, Herman		
FILFRED, Davis		
HALE, Jonathan L.		
JACK, Lee Sr.		
PERRY, Jonathan		
PETE, Leonard H.		
PHELPS, Walter		
SHEPHERD, Alton Joe		
SLIM, Tuchoney Jr.		
SMITH, Raymond Jr.		
TSO, Otto		
TSOSIE, Leonard		
WITHERSPOON, Dwight		
YAZZIE, Edmund		
GRAND TOTAL		

BY COMMITTEE:

	Yea	Nay	TOTAL
BFC:			
CHEE, Tom T.			
DAMON, Seth			
JACK, Lee Sr.			
SLIM, Tuchoney Jr.			
WITHERSPOON, Dwight			
TSOSIE, Leonard			
HEHSC:			
BEGAY, Norman M.			
BEGAY, Steven			
BEGAYE, Nelson			
BROWN, Nathaniel			
CROTTY, Amber K.			
HALE, Jonathan L.			
LOC:			
BEGAY, Kee Allen Jr.			
DANIELS, Herman			
SMITH, Raymond Jr.			
TSO, Otto			
YAZZIE, Edmund			
RDC:			
BENNETT, Benjamin L.			
FILFRED, Davis			
PERRY, Jonathan			
PETE, Leonard H.			
PHELPS, Walter			
SHEPHERD, Alton Joe			
SPEAKER:			
BATES, LoRenzo			
(Votes only in a tie)			
GRAND TOTAL			

CERTIFICATION:

Speaker Protem