

Brewer
JR

Maria Baier,
State Land
Commissioner

IMPORTANT DOCUMENT ENCLOSED

Town of Prescott Valley
Attention: Tom Callahan
7501 E. Civic circle
Prescott Valley, AZ 86314

Date December 9, 2010

Reference No. 17-113618

Enclosed are two original documents for your review and signature.

Please do the following:

- a. All persons named on the document must **sign and date both documents**. If signing for a business, corporation or other entity, state your position within the entity.
- b. **Return both signed documents within 60 days** of the date above to:

Arizona State Land Department
ATTN: Title and Contracts Section
1616 W. Adams
Phoenix, AZ 85007

Please note:

Documents not signed and returned within 60 days will be declared Null and Void and Cancelled.

Any rent due will be billed separately. The rent must be paid prior to the issuance of your document.

Please do not do the following:

- a. **Do not** alter the documents. Alterations void the documents.
- b. **Do not** send copies. The documents are issued on bond paper, which must be returned.
- c. **Do not** have the documents notarized.

If you need assistance, contact:

Agriculture, Grazing, Apiary, Special Land Use Permit, or Homesite:	(602) 542-4625
Land Sale, Right-of-Way, Commercial Lease, or Commercial Land Use Permit:	(602) 542-1704
Accounting or Billing Statements:	(602) 542-2519

Enc: (2)

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

Right of Way

R/W No. 17-113618

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

TOWN OF PRESCOTT VALLEY

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

**ARTICLE 1
SUBJECT LAND**

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2
TERM**

2.1 The term of this Right of Way commences on December 9, 2010 ("Commencement Date"), and expires on December 8, 2020 ("Expiration Date"), provided by unless sooner canceled or terminated as provided herein or as law.



ARTICLE 3
RENT

3.1 Rental shall be payable in advance every year for the above mentioned term in such amount as determined to be due on the basis of appraisals made by the Commissioner.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

Water recharge facility

4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5
CONFORMITY TO LAW

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6
CANCELLATION, TERMINATION AND ABANDONMENT

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

ARTICLE 7
INDEMNITY

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as

“claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 8
RESERVATIONS; RELINQUISHMENTS

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 9
LOCATION, CONSTRUCTION AND MAINTENANCE

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 10
NATIVE PLANTS AND CULTURAL RESOURCES

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection

of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 *et seq.*, or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 11

GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 12
MISCELLANEOUS

12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.

12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.

12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

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LEGAL DESCRIPTION

1. The legal description of this Right of Way is detailed in Exhibit A. Subject to Grantor's rules and policies then in place and as a result of construction related restrictions, Grantor and Grantee may agree to modify the legal description by Grantee submitting "as built" or "proposed realignment" legals, depending on the situation, to the Grantor for Grantor's review. If approved by Grantor and additional acreage is impacted Grantee agrees to pay an appraised or pro-rated charge as the Grantor determines is appropriate. No refund will be made for a reduction in acreage.

DRAINAGE/WASHES

2. If the wash systems are impacted by 1/10 of an acre or greater, Grantee must contact the U.S. Army Corp to determine if the wash(es) are jurisdictional waters of the U.S. If any of the washes are jurisdictional then a 404/401 permit may be required. All federal/state/county/city regulations must be met in accordance to the wash systems (floodway/floodplain), including FEMA Standards.
3. Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land value, including, but not limited to, vegetation, drainage channels, and stream banks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall not cause any ponding upstream or downstream of any drainage crossing.

OTHER PERMITS

4. Grantee shall adhere to all rules, regulations, ordinances, building codes, and permitting processes as promulgated by local jurisdiction, County, State, and Federal agencies, including by way of illustration and not limitation the Arizona Department of Transportation and/or the County Highway Department.
5. Construction of recharge facility cannot take place until all certificates/permits and final approvals (including Underground Storage Facility Permit, Water Storage Permit, Aquifer Protection Permit, and Arizona Pollutant Discharge Elimination System Permit) from Arizona Department of Water Resources ("ADWR") and Arizona Department of Environmental Quality.
6. Grantee shall provide Grantor with copies of the finalized reports/required permits (including Underground Storage Facility Permit)

WELLS

7. The installation of extraction wells is not permitted thru this Right of Way.
8. The installation of monitor wells within this Right of Way boundary is permitted thru this Right of Way. An impact fee of \$5,000.00 will be charged for the installation of each monitor well. Prior to installation of monitor wells Grantee will contact Grantor's Right of Way Section so the impact fee may be assessed.

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9. Grantee shall be responsible for complying with all ADWR rules and regulations pertaining to the construction, use, maintenance, and proper closure or abandonment of the well(s) after monitoring has been completed.
10. Grantee shall be required to submit to Grantor's Water Rights Management Section copies of: Notice of Intent to Drill a Well (after ADWR has assigned a well registration number); Well Drillers Report (log of well filed by the driller); Completion Report (if applicable); Well Capping Report or Abandonment Report.
11. Grantee shall notify Grantor's Water Rights Management Section of any pump test or related testing conducted for the well(s) and will be required to submit copies to Grantor's Water Rights Management Section of all associated lab results.
12. Grantee shall notify Grantor's Water Rights Management Section of any change in the subject well(s) status and/or conditions.
13. Upon completion of the Grantee's monitoring program, Grantee will cap the well(s) in accordance with ARS § 45-594 and A.A.C. R12-15-822.
14. This agreement may be terminated by the State Land Commissioner, if this agreement conflicts with another land use.
15. Grantee shall supply a detailed schedule of the activities at the well (i.e. frequency of sampling, analyses run on samples, updates to Grantor, etc.)

NATIVE PLANTS & NOXIOUS SPECIES

16. If any protected native plants are encountered in this Right of Way, Grantee shall preserve them. Grantee shall acquire a permit from the Department of Agriculture prior to removal of any native plants.
17. Grantee shall comply with all elements of the *Noxious and Invasive Weed Species Management Plan*, dated November 2009 (Revised), which was prepared by Biozone, Inc. for this Right of Way.
18. Grantor shall attempt to use goats rather than herbicides to control weeds.
19. Grantee shall conduct all maintenance activities in a manner that will minimize disturbance to surface features. Grantee agrees to be responsible for any reclamation necessary to restore disturbed areas to a natural condition.
 - a. Grantee shall re-seed (Hydro-Seed) the disturbed areas, including areas where vehicles are parked, with a seed mixture appropriate for the given ecological sites.
 - b. Grantee shall be responsible for controlling weeds along the Right of Way for the duration of the Right of Way term.
20. All vehicles entering the project area will be power washed, including the undercarriage, prior to entering State Trust land to help prevent the introduction of noxious weeds.

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SURFACE LESSEE

21. The term "Surface Lessee" shall mean any lessee of State lands which include the Subject Land, including by way of illustration and not limitation any grazing lessees. Grantee shall provide the Arizona State Land Department written documentation of all such Surface Lessee's consents prior to making any alterations to any existing improvements on the Subject Land.
22. Grantee and its successors agree to notify all Surface Lessees of construction dates at least 15 days prior to beginning construction.
23. Any improvement (i.e. fencing, gates, pipelines, earthen structures, etc) removed or damaged due to construction or maintenance will be replaced and/or reconstructed immediately. Damaged improvements will be replaced or reconstructed with new material. Cost of replacement and reconstruction will be the responsibility of the Grantee.
24. All gates along this Right of Way will be closed at all times to maintain livestock containment.
25. If construction occurs during periods of livestock grazing, Grantee and its successors will take necessary measures to insure livestock protection and containment. This may require temporary fencing, cattle guards or gates.
26. All excess man-made materials or trash resulting from construction will be promptly removed from the site and disposed of properly.
27. All vehicles/equipment entering State Trust land for this Right of Way (construction or maintenance) will be power washed, including the undercarriage, to prevent the spread of noxious weeds.
28. Grantee shall ensure the Surface Lessee and Grantor will continue to have vehicular access to the stock tank and livestock handling facilities located on State Trust land.
29. Grantee may fence the facilities to prevent damage to facilities but not interfere with Additional Condition No. 28.

UNDERGROUND INSTALLATION

30. Material for construction (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State lands without the proper permits and authorization.
31. All rock brought to the surface along with topsoil and overburden from the affected Trust lands shall be salvaged and stockpiled separately in a manner that re-placement shall utilize one hundred (100%) percent of the material upon project completion. Excess rock unsuitable for scattering shall be disposed of in a manner and location authorized by the Grantor.

REHABILITATION

32. In the event the recharge facility ceases to be used, Grantee shall restore this Right of Way and

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remove all ground fences and structures related to the recharge facility. At the option of Grantor, Grantee may also be required to remove the pipeline and other underground appurtenances installed in conjunction with the recharge facility.

33. Grantee shall assume liability for any damage caused to the recharge facility from flooding or any other cause.
34. Grantee shall notify Grantor's Right of Way Section when the recharge facility ceases to operate and reclamation efforts are complete.
35. All equipment shall be removed from the site within seven (7) days of project completion.
36. In the event Grantor determined the affected Trust lands have not been restored and/or rehabilitated to the satisfaction of Grantor, or the surrounding Trust lands have been adversely affected, Grantee shall amend this Right of Way to include affected Trust lands and remit compensation to Grantor in an amount representing the greater of actual damages or three (3) times the contract rent within thirty (30) days.
37. Grantee shall maintain the easement area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of Grantor within ninety (90) days of written notification of non-compliance.
38. Should the project cease, the basins will be tested for pollutants, one test upstream and two tests downstream. Testing will be contracted with a laboratory acceptable to Grantor and the results furnished to Grantor.

TERM

39. An extension of the term of this Right of Way is subject to Paragraph 7(B) of that certain Memorandum of Agreement between Grantor and Grantee recorded on September 10, 2008 in Book 4620, Page 756 of the Yavapai County, Arizona Recorder's Office and all applicable laws, rules and regulations.

DAVA AND ASSOCIATES
310 EAST UNION STREET PRESCOTT, ARIZONA 86303
928 778-7587

A portion of Section 8, Township 14 North, Range 1 East of the Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the south quarter corner of Section 8 as identified by a 2 1/2" brass cap stamped "A.P.S. P.W. RAMEY LS 6177";

thence, along the south line of Section 8, South 89°58'38" East, 398.13 feet to the **POINT OF BEGINNING**, from which point the southeast corner of Section 8, as identified by a 3 1/4" brass cap stamped "YAVAPAI COUNTY LS 35078 2005", is South 89°58'38" East, 2257.47 feet.

Thence, departing the south line of Section 8, North 34°11'23" West, 59.52 feet;

thence, North 28°06'52" West, 596.78 feet;

thence, North 21°51'50" West, 157.54 feet to the north-south mid-section line of Section 8, from which point the south quarter corner of Section 8 is South 01°58'02" West, 722.08 feet;

thence, continuing North 21°51'50" West, 367.07 feet;

thence, North 02°27'42" West, 599.42 feet;

thence, North 03°22'38" West, 389.06 feet;

thence, North 86°37'22" East, 177.44 feet;

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thence, along a curve to the left, having a chord bearing North 48°44'56" East, a chord length of 306.96 feet, a radius of 250.00 feet, a central angle of 75°44'52", and an arc length of 330.51 feet;

thence, North 10°52'30" East, 357.44 feet to the east-west mid-section line of Section 8, from which point the west quarter corner of Section 8, as identified by a brass cap stamped "A.P.S. P.W. RAMEY LS 6177", is North 89°29'58" West, 2,877.40 feet;

thence, continuing North 10°52'30" East, 92.40 feet;

thence, North 42°42'09" East, 47.41 feet;

thence, South 88°18'15" East, 134.68 feet;

thence, South 65°28'02" East, 177.58 feet;

thence, South 44°02'22" East, 162.51 feet;

thence, North 55°30'48" East, 77.43 feet;

thence, North 11°03'22" East, 213.20 feet;

thence, North 03°08'10" East, 154.92 feet;

thence, North 67°43'28" East, 353.10 feet;

thence, North 22°58'13" West, 507.28 feet;

thence, North 00°23'36" East, 217.93 feet;

thence, North 33°55'30" East, 311.62 feet;

thence, North 89°17'31" East, 194.99 feet;

thence, South 53°43'05" East, 183.93 feet;

thence, South 16°38'21" East, 227.20 feet;

thence, South 08°39'52" East, 273.12 feet;

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thence, South 21°48'09" East, 350.61 feet;

thence, South 05°57'29" West, 336.87 feet;

thence, South 64°13'21" East, 221.82 feet;

thence, South 30°19'03" East, 92.22 feet to the east-west mid-section line of Section 8, from which point the east quarter corner of Section 8, as identified by a 2 ½" brass cap stamped "A.P.S. P.W. RAMEY LS 6177", is South 89°29'58" East, 760.41 feet;

thence, continuing South 30°19'03" East, 165.15 feet

thence, South 11°49'21" West, 919.61 feet;

thence, along a curve to the left, having a chord bearing South 10°58'52" East, a chord length of 155.03 feet, a radius of 200.00 feet, a central angle of 45°36'26", and an arc length of 159.20 feet;

thence, South 33°47'05" East, 397.85 feet;

thence, along a curve to the right, having a chord bearing South 12°09'39" East, a chord length of 294.81 feet, a radius of 400.00 feet, a central angle of 43°14'52", and an arc length of 301.93 feet;

thence, South 09°27'47" West, 687.00 feet to the northerly right-of-way line of Superstition Drive as shown on the right-of-way map recorded in Book 45 of Maps and Plats, Pages 10-20 in the Yavapai County Recorder's Office;

thence, along the northerly right-of-way line of Superstition Drive, North 88°19'26" West, 302.19 feet to the westerly termination of the northerly right-of-way line of Superstition Drive;

thence, along the westerly right-of-way line of Superstition Drive, South 01°40'34" West, 117.11 feet to the south line of Section 8, from which point the southeast corner of section 8 is South 89°58'38" East, 884.33 feet;

EXHIBIT A

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thence, along the south line of Section 8, North 89°58'38" West, 1,373.14 feet
to the **POINT OF BEGINNING**.

This description yields 140.58 acres.

I certify that, I, Thomas G. Callahan, am a Registered Land Surveyor in the
State of Arizona, that this description was prepared under my direction and
contains adequate information to allow retracement thereof.



IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

TOWN OF PRESCOTT VALLEY
GRANTEE

By: _____
Date

Authorized Signature Date

(SEAL)

Address

City State Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title _____

Return To: Arizona State Land Department
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007