



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Doyel Shamley
Vice Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY LIBRARY DISTRICT**

November 7, 2017

**Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS' MEETING
November 7, 2017**

1. Discussion and possible renewal of the contract with Jourdan Brown, RN to provide clinical services as a subcontractor. This has been budgeted in FY 2017/2018 budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS' MEETING
November 7, 2017**

1. Discussion and possible approval to close District libraries on Friday, November 24, 2017 and Saturday November 25, 2017 due to low demand for library services on this holiday weekend.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
November 7, 2017**

1. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 17, 2017 to November 7, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated October 3, 2017, October 10, 2017 and October 17, 2017.

Treasurer's Office:

- *C. Request approval of a "Certificate of Removal" and Abatement of Taxes" pursuant to ARS 42-18351 (1). Total taxes to be abated: three hundred-eleven dollars and 76 cents (\$311.76); total interest to be abated eighty-eight dollars and 07 cents (\$88.07); total fees to be abated: zero, for a total of three hundred ninety-nine dollars and 83 cents (\$399.83). The list of parcels to be abated is available on the county website or in the County Managers Office.

Community Development:

- *D. Request approval of a Conditional Use Permit allowing Verizon Wireless to place a 125' rusticated monopole wireless communications tower within a 30' x 30' compound on a 120-acre parcel near highway 180/191. Property is located on private land south of Springerville, Arizona on Picnic Creek Road, parcel 104-26-003C. The Planning and Zoning Commission unanimously approved the Conditional Use Permit on October 5, 2017.
2. Michael Latham, Presiding Superior Court Judge and Doyel Shamley, District III Supervisor: Discussion and possible approval for the purchase of property located at 351 N. Butler Street, Eagar, Arizona, parcel 104-11-026A in the amount of seventy-three thousand dollars (\$73,000). The property is the future site of the proposed Legacy Teen Center in Round Valley.
 3. Apache County Schools Business Consortium: Discussion and possible approval to enter into a three-year agreement for professional services with Infinity Communications and Consulting. This agreement is for Category One E-rate consulting services and all costs are paid by the Apache County Schools Business Consortium.

4. Malena Bazarro, Economic Development, District III: Presentation and updates on Community Development Block Grant projects and Hazardous Fuels Reduction projects in the County.
5. Engineering Department: Discussion and possible approval to purchase parcel 104-26-002E located south of the Round Valley Road Yard. The property will be used to store road material, probation equipment and firewood. This property will replace the current state land lease. Purchase price is eighty-one thousand, five hundred ten dollars. (\$81,510.00).
6. Engineering Department: Discussion and possible approval of the Affidavit of Non-Collusion and Navajo Nation Debarment & Suspension form for the Apache County IGA with Navajo Nation Division of Transportation regarding the N-203 & Kin Dah Lichi'i Olta' School road project, a partnership between the Navajo Division of Transportation (NDOT) and Apache County District II for school bus route improvement (the IGA was approved by the Board of Supervisors on October 10, 2017).
7. Engineering Department/District III: Discussion and possible approval of proposed reorganization of District III and Engineering Department as follows: Eliminate the District III Road Manager position (range 62) and replace with a Field Operations Manager (range 50); Engineering Department will eliminate the County Surveyor position (range 62) and create a Senior Project Engineer (range 62). There will be no salary increases and will result in a net savings of twenty-four thousand three hundred ninety-seven dollars (\$24,397).
8. Doyel Shamley, District III: Update on Concord Blue Energy regarding woody-biomass facility and construction in Apache County.
9. Notification of meetings where two or more members of the Apache County Board of Supervisors may be in attendance:

The Arizona Counties Association (AACo) Annual Conference November 14-17, 2017 at the Crowne Plaza Resort, 1 North San Marcos Place, Chandler, Arizona.

Eastern Arizona Counties meeting on November 15, 2017 at 3:00 p.m. at the County Supervisors Association, 1905 W. Washington Street in Phoenix.

The Small Counties Forum meeting on November 15, 2017 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

The County Supervisors Association meeting on November 16, 2017 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street in Phoenix.

10. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

11. Work Session to discuss the following issues: 2017 Salary Study, personnel and policy issues, lobbyist services, county manager duties and recruitment process, sponsorship of County legislative bills, Emergency Management services, Apache County goals and strategic planning, update on Veteran Affairs, update on firewood cutting and splitting equipment, and Apache County economic development. Work session will be held immediately following the Board meeting in the County Manager's Conference Room, 2nd Floor, 75 W. Cleveland Street, in St. Johns, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted 11/2/17 at 11:30 a.m. p.m. by BB


Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Chris Sexton, Director ACPHSD

Date/Signature: 10/03/17

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the contract with Jourdan Brown, RN to provide clinical services as a subcontractor, This is budgeted in the FY 17/18 budget.

BOS Meeting Date Requested ~~10/17/18~~ 11-7-17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review x

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Kimberly Penrod

From: Ryan Patterson
Sent: Tuesday, October 17, 2017 5:01 PM
To: Kimberly Penrod
Subject: RE: Emailing: brown contract, brown

Please accept as signature.

-----Original Message-----

From: Kimberly Penrod
Sent: Monday, October 16, 2017 1:13 PM
To: Josh Covey <JCovey@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: FW: Emailing: brown contract, brown

Josh and Ryan,

Have you had a chance to review. This is our standard Nurse Contract. It has been budgeted for Fy18.

Kimberly

-----Original Message-----

From: Kimberly Penrod
Sent: Wednesday, October 4, 2017 11:23 AM
To: 'Josh Covey' <JCovey@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Chris Sexton <csexton@co.apache.az.us>; Clea Keller <ckeller@co.apache.az.us>
Subject: Emailing: brown contract, brown

Josh and Ryan,

Please review and sign. We want to put this on the 10/17/17 agenda, so I would like your response by 10/10/17.

Thx,

Kimberly

Your message is ready to be sent with the following file or link attachments:

brown contract
brown

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Jourdan Brown RN

This agreement is entered into between the Apache County Public Health Services District, hereafter referred to as Department and Jourdan Brown hereafter referred to as Subcontractor as follows:

NOW THEREFORE, the county and the subcontractor agree on the following terms and conditions.

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis and IM contraceptives
- Sign the clinic record.
- Observe vaccine/prophylaxis recipients for immediate reaction or complications.
- Administer pregnancy, HIV, and SDT tests and document.
- Administrative duties include audit patient medical records, filing, and data entry.
- Administer, document, and read TB tests.
- Administer STD screenings.
- Sexual health and Family Planning screening and counseling.
- Appropriate and effective documentation as required on each patient encounter.

Qualifications

Subcontractors must have a current license by the State of Arizona as a physician, physician's assistant, nurse practitioner, nurse, or paramedic.

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **\$30.00 per hour**, an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week or \$4000.00 annually from the initiation of the contract.

At the end of the first month that this agreement is in effect and at the end of each month when services are provided, the Subcontractor will submit to the Department a record of services provided. The record of services will include specific time worked each day and shall be dated and signed by the Subcontractor. The Department will submit an Authorization for Payment to the Apache County Finance Department. Payment will be made directly to the Subcontractor in accordance with Apache County's standard procedures for processing payments. If the subcontractor attends training required by the contract, travel time will be reimbursed at the hourly rate, in excess of one half hour for one way travel only, as well as actual time in attendance in a training session.

GENERAL REQUIREMENTS

1. General Requirements

This agreement is entered into in accordance with Arizona Revised Statutes §11-251 paragraph 18 and the following general requirements.

- a. The Subcontractor shall maintain all licenses, permits and authority necessary to do business and render services under this agreement throughout the term of this Agreement. The Subcontractor shall provide the Department with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the Department and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
- b. In providing services hereunder, the Subcontractor is an independent service provider. The Subcontractor shall not be deemed an employee of the Department and shall not be entitled to any benefits provided to Department employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
- c. The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Other contracts

The Department may perform additional work related to this contract or award other contracts for such work. The Subcontractor shall cooperate fully with such other Subcontractors and /or Department employees in the scheduling of and coordination of its own work with such additional work. The Subcontractor shall afford other Subcontractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work as scheduled by any other Subcontractor or by Department employees. This section shall be included in all contracts with which this Subcontractor will be

required to cooperate. The Department shall equitably enforce this Section as to all Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

4. Termination of Contract

The Department and the Subcontractor may terminate this contract under the following conditions:

- a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
 1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
 2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
- b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- d. The termination, or renewal, date of this contract is October 31st, 2019.
- e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

- a. The Director, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the Director determines that the Subcontractor has failed to perform any requirement.
- b. The Subcontractor shall continue the performance of this contract to the extent not terminated.

- c. If this contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Subcontractor to transfer title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.
- d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

6. Confidentiality of Records

The Subcontractor shall establish and maintain procedures and controls that comply with Arizona Administrative Code (A.A.C.) §R9-1-311 through §R9-1-315 regarding disclosure of information and records. No medical information contained in its records or obtained from the Department or from others in carrying out its functions under this contract shall be used or disclosed by it, its agents, officers, employees of Subcontractors except as is essential to the performance of the contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this contract, or of any employer of such person shall be made available for any political or commercial purpose. Information, the source of which is a Federal agency, or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

7. Non-Discrimination

Subcontractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this agreement.

8. Record Retention

The Department and Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit by the Arizona Department of Health Services, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the Director, shall be retained by the Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

- a. Subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract automobile liability insurance coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$100,000 combined single limit or \$100,000 Bodily Injury, \$100,000 Property Damage.

Subcontractor shall provide Department with current certificates of insurance. Subcontractor shall provide to the Department written guarantee of thirty (30) days written notice to the Department of cancellation, non-renewal or material change.

- b. To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).

10. Travel

Subcontractor will not be reimbursed for travel to or from clinics.

The subcontractor will be paid for training required by this contract as follows: travel will be reimbursed at the hourly rate, in excess of one-half hour for one way travel only, as well as actual time in attendance in a training session.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. The Subcontractor shall not assign any right or interest in this Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Effective Date: November 1, 2017

Expiration Date: October 31, 2019

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Department:

Chairman, Board of Supervisors

Date _____

For and on behalf of the Department:


Apache County Health Director

Date _____

Attorney

Date _____

Subcontractor:



Jourdan Brown RN

Date 10/2/17

Contract Nurses for Clinical Services
Apache County Public Health Services District

Approval of Jourdan Brown, RN

Background

The Clinical Services Division is responsible for four grant funded programs: Immunizations, Family Planning/Well Woman Services, STD Testing, Education, & Treatment, and Tuberculosis Control. To administer these programs, the nursing personnel staff and operate two clinics. In Springerville the clinic is open Monday through Thursday from 6:30 AM to 5:30 PM and every other Wednesday in St. Johns from 1:00 PM to 4:00 PM. In addition to staffing the clinics during the usual business schedule, the clinical services division is also involved in many community outreach programs including TB testing at community businesses, flu shots at communities and businesses in our county, and attending various meetings and trainings to keep current on public health related topics.

With only one full time nurse and one 32 our per week nurse, there are times when it is necessary to call in additional staff to accommodate all the needs of the community. It is my goal to maintain a pool of fully trained nurses that can be called upon when there is a need that exceeds what can be handled by the two current nursing positions. Many, if not all of the nurses in this pool, are currently employed in our community by the White Mountain Regional Medical Center. By using nurses from this pool, I feel confident that they are up to date on current nursing practices and protocols and can step in with little or no disruption to service.

Pros

By having a contract with Jourdan Brown, there is a greater opportunity to meet all the Public Health needs of the community, when the demand exceeds the capacity of the two current RNs employed by Apache County.

Should either of the current nurses experience an illness or injury, there is a back-up that has already been trained that could step in to continue "business as usual".

Con

By calling in an additional nurse, the budget of the Clinical Services is impacted. The current rate of pay for a Contract nurse is \$30/hr.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 10/23/2017

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to close District libraries on Friday, November 24th and Saturday, November 25th due to low demand for library services on this holiday weekend.

BOS Meeting Date Requested: November 7, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials RP

Apache County Library District
Agenda Item for Board Meeting of November 7, 2017

Discussion and possible approval to close District libraries on Friday, November 24th and Saturday, November 25th due to low demand for library services on this holiday weekend.

On Friday the 24th, the closures would be in Alpine, Round Valley, and St. Johns. On Saturday, the closures would be in Greer, Round Valley, and St. Johns.

Employees understand that they must take vacation or personal time for these days.

Pros

- It is not cost effective to have the libraries open on these days as the patronage does not justify the cost of electricity, heating, etc.
- Allows employees to spend holiday time with family and friends, possibly even allow for travel.
- (Because public service hours are continuous throughout the year for employees at these libraries, they seldom get a long weekend, or even a full weekend, or more than a day for holidays.)
- Wi-Fi is still available outside the library buildings 24/7.
- Access to library's digital resources are still available.

Cons

- Access to the library's physical services are not available.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Finance

Date/Signature:

Sh CAL

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of demands as distributed to the Apache County Board of Supervisors between October 17, 2017 to November 7, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 11/7/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059042	10/17/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	1,019.06
Open	NBAZ - Warrant Clearing Account	Check	1059043	10/17/2017	Accounts Payable	APACHE COUNTY FSA	235.21
Open	NBAZ - Warrant Clearing Account	Check	1059044	10/17/2017	Accounts Payable	APACHE COUNTY HSA	3,596.67
Open	NBAZ - Warrant Clearing Account	Check	1059045	10/17/2017	Accounts Payable	APACHE COUNTY MEDICAL	162,824.30
Open	NBAZ - Warrant Clearing Account	Check	1059046	10/17/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	155,872.71
Open	NBAZ - Warrant Clearing Account	Check	1059047	10/17/2017	Accounts Payable	ASRS LEGACY EORP	1,089.96
Open	NBAZ - Warrant Clearing Account	Check	1059048	10/17/2017	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1059049	10/17/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	101,980.74
Open	NBAZ - Warrant Clearing Account	Check	1059050	10/17/2017	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1059051	10/17/2017	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.54
Open	NBAZ - Warrant Clearing Account	Check	1059052	10/17/2017	Accounts Payable	CORRECTIONS OFFICER RET PLAN	7,426.99
Open	NBAZ - Warrant Clearing Account	Check	1059053	10/17/2017	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,698.23
Open	NBAZ - Warrant Clearing Account	Check	1059054	10/17/2017	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1059055	10/17/2017	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1059056	10/17/2017	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1059057	10/17/2017	Accounts Payable	INTERNAL REVENUE SERVICE	423.06
Open	NBAZ - Warrant Clearing Account	Check	1059058	10/17/2017	Accounts Payable	NATIONWIDE	19,005.00
Open	NBAZ - Warrant Clearing Account	Check	1059059	10/17/2017	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1059060	10/17/2017	Accounts Payable	NATIONWIDE TRUST FSB	767.00
Open	NBAZ - Warrant Clearing Account	Check	1059061	10/17/2017	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1059062	10/17/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,699.10
Open	NBAZ - Warrant Clearing Account	Check	1059063	10/17/2017	Accounts Payable	PUBLIC SAFETY SHERIFF RET	44,109.23
Open	NBAZ - Warrant Clearing Account	Check	1059064	10/17/2017	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1059065	10/17/2017	Accounts Payable	SECURITY BENEFIT GROUP	1,580.00
Open	NBAZ - Warrant Clearing Account	Check	1059066	10/17/2017	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,962.25
Open	NBAZ - Warrant Clearing Account	Check	1059067	10/18/2017	Accounts Payable	24 HOUR GAS-N-GO	40.04
Open	NBAZ - Warrant Clearing Account	Check	1059068	10/18/2017	Accounts Payable	4IMPRINT	1,979.02
Open	NBAZ - Warrant Clearing Account	Check	1059069	10/18/2017	Accounts Payable	AGUERO, ROBIN R	241.37
Open	NBAZ - Warrant Clearing Account	Check	1059070	10/18/2017	Accounts Payable	ALLEGRA	2,248.72
Open	NBAZ - Warrant Clearing Account	Check	1059071	10/18/2017	Accounts Payable	ALSCO INC	337.63
Open	NBAZ - Warrant Clearing Account	Check	1059072	10/18/2017	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,076.48
Open	NBAZ - Warrant Clearing Account	Check	1059073	10/18/2017	Accounts Payable	AMAZON COM INC	1,215.99
Open	NBAZ - Warrant Clearing Account	Check	1059074	10/18/2017	Accounts Payable	AMERICAS BEST VALUE INN	284.72
Open	NBAZ - Warrant Clearing Account	Check	1059075	10/18/2017	Accounts Payable	ANDA INC	377.20
Open	NBAZ - Warrant Clearing Account	Check	1059076	10/18/2017	Accounts Payable	APPLEGATE, TAMARA WILHELM	39.59
Open	NBAZ - Warrant Clearing Account	Check	1059077	10/18/2017	Accounts Payable	ARCHER MANUFACTURING	2,280.00
Open	NBAZ - Warrant Clearing Account	Check	1059078	10/18/2017	Accounts Payable	ARIZONA BUILDING OFFICIALS	800.00
Open	NBAZ - Warrant Clearing Account	Check	1059079	10/18/2017	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	13,825.72
Open	NBAZ - Warrant Clearing Account	Check	1059080	10/18/2017	Accounts Payable	ASHTONS REPAIR INC	621.89
Open	NBAZ - Warrant Clearing Account	Check	1059081	10/18/2017	Accounts Payable	AT&T	48.15
Open	NBAZ - Warrant Clearing Account	Check	1059082	10/18/2017	Accounts Payable	AUTO SAFETY HOUSE LLC	890.79
Open	NBAZ - Warrant Clearing Account	Check	1059083	10/18/2017	Accounts Payable	AZ ASSOCIATION OF SUPERIOR COURT CLERKS	100.00
Open	NBAZ - Warrant Clearing Account	Check	1059084	10/18/2017	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	60,648.33
Open	NBAZ - Warrant Clearing Account	Check	1059085	10/18/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	128.61
Open	NBAZ - Warrant Clearing Account	Check	1059086	10/18/2017	Accounts Payable	AZ STATE LAND DEPARTMENT	100.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059087	10/18/2017	Accounts Payable	AZLGEEBT	900.00
Open	NBAZ - Warrant Clearing Account	Check	1059088	10/18/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	62.10
Open	NBAZ - Warrant Clearing Account	Check	1059089	10/18/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	296.36
Open	NBAZ - Warrant Clearing Account	Check	1059090	10/18/2017	Accounts Payable	BAZURTO, MALENA GENEVIEVE	121.48
Open	NBAZ - Warrant Clearing Account	Check	1059091	10/18/2017	Accounts Payable	BEGAY, MARLEITA	424.98
Open	NBAZ - Warrant Clearing Account	Check	1059092	10/18/2017	Accounts Payable	BEGAY, SARAH MAE	130.00
Open	NBAZ - Warrant Clearing Account	Check	1059093	10/18/2017	Accounts Payable	BENDER, JUDITH A	8,350.00
Open	NBAZ - Warrant Clearing Account	Check	1059094	10/18/2017	Accounts Payable	BEVINGTON, SHANE E	364.00
Open	NBAZ - Warrant Clearing Account	Check	1059095	10/18/2017	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	83.86
Open	NBAZ - Warrant Clearing Account	Check	1059096	10/18/2017	Accounts Payable	BLACK DIAMOND AUTO GLASS II	163.19
Open	NBAZ - Warrant Clearing Account	Check	1059097	10/18/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	657.53
Open	NBAZ - Warrant Clearing Account	Check	1059098	10/18/2017	Accounts Payable	BOND, DELOS	7.78
Open	NBAZ - Warrant Clearing Account	Check	1059099	10/18/2017	Accounts Payable	BOOTH BARN	194.57
Open	NBAZ - Warrant Clearing Account	Check	1059100	10/18/2017	Accounts Payable	BOOTH, TYLER	14.90
Open	NBAZ - Warrant Clearing Account	Check	1059101	10/18/2017	Accounts Payable	BRADCO	5,452.50
Open	NBAZ - Warrant Clearing Account	Check	1059102	10/18/2017	Accounts Payable	CANDLEWOOD SUITES TUCSON	77.31
Open	NBAZ - Warrant Clearing Account	Check	1059103	10/18/2017	Accounts Payable	CASTILLO, ANALESE	609.84
Open	NBAZ - Warrant Clearing Account	Check	1059104	10/18/2017	Accounts Payable	CDW GOVERNMENT LLC	11,109.93
Open	NBAZ - Warrant Clearing Account	Check	1059105	10/18/2017	Accounts Payable	CELLULAR ONE NE AZ	364.92
Open	NBAZ - Warrant Clearing Account	Check	1059106	10/18/2017	Accounts Payable	CENGAGE LEARNING INC	50.68
Open	NBAZ - Warrant Clearing Account	Check	1059107	10/18/2017	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1059108	10/18/2017	Accounts Payable	CLYDE, VICTOR J	600.00
Open	NBAZ - Warrant Clearing Account	Check	1059109	10/18/2017	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	48.00
Open	NBAZ - Warrant Clearing Account	Check	1059110	10/18/2017	Accounts Payable	COVERT TRACK GROUP INC	647.70
Open	NBAZ - Warrant Clearing Account	Check	1059111	10/18/2017	Accounts Payable	COVEY, JOSHUA T	66.84
Open	NBAZ - Warrant Clearing Account	Check	1059112	10/18/2017	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	141.69
Open	NBAZ - Warrant Clearing Account	Check	1059113	10/18/2017	Accounts Payable	CROSBY, FERRIN	240.13
Open	NBAZ - Warrant Clearing Account	Check	1059114	10/18/2017	Accounts Payable	DATABANK IMX LLC	10,251.84
Open	NBAZ - Warrant Clearing Account	Check	1059115	10/18/2017	Accounts Payable	DEDMAN, JOSEPH Junior	147.00
Open	NBAZ - Warrant Clearing Account	Check	1059116	10/18/2017	Accounts Payable	DELL COMPUTER CORPORATION	1,433.58
Open	NBAZ - Warrant Clearing Account	Check	1059117	10/18/2017	Accounts Payable	DEMCO	446.02
Open	NBAZ - Warrant Clearing Account	Check	1059118	10/18/2017	Accounts Payable	DIAMOND C FEEDS	104.70
Open	NBAZ - Warrant Clearing Account	Check	1059119	10/18/2017	Accounts Payable	DIAMOND DRUGS INC	3,566.93
Open	NBAZ - Warrant Clearing Account	Check	1059120	10/18/2017	Accounts Payable	DIAMOND MEDICAL SUPPLY	127.94
Open	NBAZ - Warrant Clearing Account	Check	1059121	10/18/2017	Accounts Payable	DISH NETWORK	135.96
Open	NBAZ - Warrant Clearing Account	Check	1059122	10/18/2017	Accounts Payable	DISH NETWORK	137.57
Open	NBAZ - Warrant Clearing Account	Check	1059123	10/18/2017	Accounts Payable	DISH NETWORK	151.13
Open	NBAZ - Warrant Clearing Account	Check	1059124	10/18/2017	Accounts Payable	DISH NETWORK	88.48
Open	NBAZ - Warrant Clearing Account	Check	1059125	10/18/2017	Accounts Payable	DOUBLE RADIIUS	1,461.78
Open	NBAZ - Warrant Clearing Account	Check	1059126	10/18/2017	Accounts Payable	DUGDALE, BEN	311.37
Open	NBAZ - Warrant Clearing Account	Check	1059127	10/18/2017	Accounts Payable	ELECTRONIC CENTER INC	2,172.00
Open	NBAZ - Warrant Clearing Account	Check	1059128	10/18/2017	Accounts Payable	EMERY K LA BARGE ATTORNEY AT LAW	1,017.50
Open	NBAZ - Warrant Clearing Account	Check	1059129	10/18/2017	Accounts Payable	EMPIRE MACHINERY	3,782.24
Open	NBAZ - Warrant Clearing Account	Check	1059130	10/18/2017	Accounts Payable	ERHART, ANNA COLETTE	142.19
Open	NBAZ - Warrant Clearing Account	Check	1059131	10/18/2017	Accounts Payable	ERNIES FIRE EXTINGUISHER	500.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059132	10/18/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	5,308.57
Open	NBAZ - Warrant Clearing Account	Check	1059133	10/18/2017	Accounts Payable	FRONTIER	141.34
Open	NBAZ - Warrant Clearing Account	Check	1059134	10/18/2017	Accounts Payable	FRONTIER	70.58
Open	NBAZ - Warrant Clearing Account	Check	1059135	10/18/2017	Accounts Payable	FRONTIER	77.36
Open	NBAZ - Warrant Clearing Account	Check	1059136	10/18/2017	Accounts Payable	FRONTIER	149.81
Open	NBAZ - Warrant Clearing Account	Check	1059137	10/18/2017	Accounts Payable	FRONTIER	101.07
Open	NBAZ - Warrant Clearing Account	Check	1059138	10/18/2017	Accounts Payable	FRONTIER	1,298.21
Open	NBAZ - Warrant Clearing Account	Check	1059139	10/18/2017	Accounts Payable	FRONTIER	213.28
Open	NBAZ - Warrant Clearing Account	Check	1059140	10/18/2017	Accounts Payable	FRONTIER	134.67
Open	NBAZ - Warrant Clearing Account	Check	1059141	10/18/2017	Accounts Payable	FRONTIER	154.56
Open	NBAZ - Warrant Clearing Account	Check	1059142	10/18/2017	Accounts Payable	FRONTIER	156.01
Open	NBAZ - Warrant Clearing Account	Check	1059143	10/18/2017	Accounts Payable	FRONTIER	745.98
Open	NBAZ - Warrant Clearing Account	Check	1059144	10/18/2017	Accounts Payable	FRONTIER	68.31
Open	NBAZ - Warrant Clearing Account	Check	1059145	10/18/2017	Accounts Payable	GALL'S INC	897.68
Open	NBAZ - Warrant Clearing Account	Check	1059146	10/18/2017	Accounts Payable	GALLEGOS, OLIVIA SELENE	13.00
Open	NBAZ - Warrant Clearing Account	Check	1059147	10/18/2017	Accounts Payable	GRAINGER	58.64
Open	NBAZ - Warrant Clearing Account	Check	1059148	10/18/2017	Accounts Payable	GREEN, GREGORY	758.64
Open	NBAZ - Warrant Clearing Account	Check	1059149	10/18/2017	Accounts Payable	GREEN, HUNTER	73.84
Open	NBAZ - Warrant Clearing Account	Check	1059150	10/18/2017	Accounts Payable	GREER COMMUNITY FACILITIES	814.34
Open	NBAZ - Warrant Clearing Account	Check	1059151	10/18/2017	Accounts Payable	GROWMAIL	1,038.92
Open	NBAZ - Warrant Clearing Account	Check	1059152	10/18/2017	Accounts Payable	HALL, ZENICA LURENE	800.69
Open	NBAZ - Warrant Clearing Account	Check	1059153	10/18/2017	Accounts Payable	HATCH CONSTRUCTION	2,288.04
Open	NBAZ - Warrant Clearing Account	Check	1059154	10/18/2017	Accounts Payable	HIGH COUNTRY SIGNS LLC	1,036.25
Open	NBAZ - Warrant Clearing Account	Check	1059155	10/18/2017	Accounts Payable	HILL AZ GROCERY STORE	278.18
Open	NBAZ - Warrant Clearing Account	Check	1059156	10/18/2017	Accounts Payable	HILL AZ GROCERY STORE	67.48
Open	NBAZ - Warrant Clearing Account	Check	1059157	10/18/2017	Accounts Payable	HILLYARD/FLAGSTAFF	2,358.46
Open	NBAZ - Warrant Clearing Account	Check	1059158	10/18/2017	Accounts Payable	HOME DEPOT	923.74
Open	NBAZ - Warrant Clearing Account	Check	1059159	10/18/2017	Accounts Payable	HONEA, GENEVA	369.19
Open	NBAZ - Warrant Clearing Account	Check	1059160	10/18/2017	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	220.00
Open	NBAZ - Warrant Clearing Account	Check	1059161	10/18/2017	Accounts Payable	HUBBELL, ROCHELLE	266.62
Open	NBAZ - Warrant Clearing Account	Check	1059162	10/18/2017	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	2,821.00
Open	NBAZ - Warrant Clearing Account	Check	1059163	10/18/2017	Accounts Payable	INTAB INC	1,099.79
Open	NBAZ - Warrant Clearing Account	Check	1059164	10/18/2017	Accounts Payable	INTERIOR COMPLEMENTS	1,130.53
Open	NBAZ - Warrant Clearing Account	Check	1059165	10/18/2017	Accounts Payable	J TYLER AND COMPANY	357.98
Open	NBAZ - Warrant Clearing Account	Check	1059166	10/18/2017	Accounts Payable	JENSON, STEVENE	289.00
Open	NBAZ - Warrant Clearing Account	Check	1059167	10/18/2017	Accounts Payable	JONES, DENNISE L	289.00
Open	NBAZ - Warrant Clearing Account	Check	1059168	10/18/2017	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	2,137.50
Open	NBAZ - Warrant Clearing Account	Check	1059169	10/18/2017	Accounts Payable	KIRK, TOMMY	141.49
Open	NBAZ - Warrant Clearing Account	Check	1059170	10/18/2017	Accounts Payable	KONICA MINOLTA	645.00
Open	NBAZ - Warrant Clearing Account	Check	1059171	10/18/2017	Accounts Payable	LESLEIE, LATISHA D	1,860.00
Open	NBAZ - Warrant Clearing Account	Check	1059172	10/18/2017	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	438.20
Open	NBAZ - Warrant Clearing Account	Check	1059173	10/18/2017	Accounts Payable	LEWIS-SMITH, JAYMIE LYNNE	39.60
Open	NBAZ - Warrant Clearing Account	Check	1059174	10/18/2017	Accounts Payable	MACKENZIE, ROBERT ANDREW	37.61
Open	NBAZ - Warrant Clearing Account	Check	1059175	10/18/2017	Accounts Payable	MADRID, MICHAEL E	312.54
Open	NBAZ - Warrant Clearing Account	Check	1059176	10/18/2017	Accounts Payable	MCCARTHY, CHRIS	219.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059177	10/18/2017	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	6,294.00
Open	NBAZ - Warrant Clearing Account	Check	1059178	10/18/2017	Accounts Payable	MCI	41.67
Open	NBAZ - Warrant Clearing Account	Check	1059179	10/18/2017	Accounts Payable	MOORE, ALANE M	52.00
Open	NBAZ - Warrant Clearing Account	Check	1059180	10/18/2017	Accounts Payable	NAVAJO SANITATION INC	37.80
Open	NBAZ - Warrant Clearing Account	Check	1059181	10/18/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	13,739.49
Open	NBAZ - Warrant Clearing Account	Check	1059182	10/18/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,085.55
Open	NBAZ - Warrant Clearing Account	Check	1059183	10/18/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	12,152.64
Open	NBAZ - Warrant Clearing Account	Check	1059184	10/18/2017	Accounts Payable	O'REILLY AUTO PARTS	673.56
Open	NBAZ - Warrant Clearing Account	Check	1059185	10/18/2017	Accounts Payable	OKAES RV SERVICE	210.20
Open	NBAZ - Warrant Clearing Account	Check	1059186	10/18/2017	Accounts Payable	OCTOPUS CAR WASH INC	28.95
Open	NBAZ - Warrant Clearing Account	Check	1059187	10/18/2017	Accounts Payable	OFFICE DEPOT	30.63
Open	NBAZ - Warrant Clearing Account	Check	1059188	10/18/2017	Accounts Payable	ONLINE STORES INC	230.26
Open	NBAZ - Warrant Clearing Account	Check	1059189	10/18/2017	Accounts Payable	OTERO, MARY ELLEN D	33.17
Open	NBAZ - Warrant Clearing Account	Check	1059190	10/18/2017	Accounts Payable	OVERDRIVE INC	236.11
Open	NBAZ - Warrant Clearing Account	Check	1059191	10/18/2017	Accounts Payable	PACIFIC PONDEROSA CO INC	12,685.47
Open	NBAZ - Warrant Clearing Account	Check	1059192	10/18/2017	Accounts Payable	PADILLA, DEBBIE L	604.75
Open	NBAZ - Warrant Clearing Account	Check	1059193	10/18/2017	Accounts Payable	PATERSON, DENNIELLE	25.13
Open	NBAZ - Warrant Clearing Account	Check	1059194	10/18/2017	Accounts Payable	PERFECT PRINTZ LLC	231.67
Open	NBAZ - Warrant Clearing Account	Check	1059195	10/18/2017	Accounts Payable	PITNEY BOWES	166.63
Open	NBAZ - Warrant Clearing Account	Check	1059196	10/18/2017	Accounts Payable	PLATT DDS, RANDOLPH	206.00
Open	NBAZ - Warrant Clearing Account	Check	1059197	10/18/2017	Accounts Payable	PRICE, CHRISTOPHER	872.54
Open	NBAZ - Warrant Clearing Account	Check	1059198	10/18/2017	Accounts Payable	PROFORCE LAW ENFORCEMENT	119.13
Open	NBAZ - Warrant Clearing Account	Check	1059199	10/18/2017	Accounts Payable	PTS OF AMERICA LLC	4,935.00
Open	NBAZ - Warrant Clearing Account	Check	1059200	10/18/2017	Accounts Payable	QUALITY INN NAVAJO NATION CAPITAL	261.03
Open	NBAZ - Warrant Clearing Account	Check	1059201	10/18/2017	Accounts Payable	QUILL CORP	5,745.28
Open	NBAZ - Warrant Clearing Account	Check	1059202	10/18/2017	Accounts Payable	QUINN, NANCY	510.19
Open	NBAZ - Warrant Clearing Account	Check	1059203	10/18/2017	Accounts Payable	R&S NORTHEAST LLC	55.16
Open	NBAZ - Warrant Clearing Account	Check	1059204	10/18/2017	Accounts Payable	REIDHEAD SAND AND ROCK	1,296.12
Open	NBAZ - Warrant Clearing Account	Check	1059205	10/18/2017	Accounts Payable	ROMERO, DAVID JULIAN	634.26
Open	NBAZ - Warrant Clearing Account	Check	1059206	10/18/2017	Accounts Payable	RUSH TRUCK CENTER	596.54
Open	NBAZ - Warrant Clearing Account	Check	1059207	10/18/2017	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1059208	10/18/2017	Accounts Payable	SAFETY KLEEN	436.07
Open	NBAZ - Warrant Clearing Account	Check	1059209	10/18/2017	Accounts Payable	SAFEMWAY INC	105.78
Open	NBAZ - Warrant Clearing Account	Check	1059210	10/18/2017	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1059211	10/18/2017	Accounts Payable	SANDOVAL, PATRICK J	391.00
Open	NBAZ - Warrant Clearing Account	Check	1059212	10/18/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	2,033.85
Open	NBAZ - Warrant Clearing Account	Check	1059213	10/18/2017	Accounts Payable	SHELL OIL	1,454.47
Open	NBAZ - Warrant Clearing Account	Check	1059214	10/18/2017	Accounts Payable	SHI INTERNATIONAL CORP	319.98
Open	NBAZ - Warrant Clearing Account	Check	1059215	10/18/2017	Accounts Payable	SHUMWAY, TRACY	135.79
Open	NBAZ - Warrant Clearing Account	Check	1059216	10/18/2017	Accounts Payable	SIERRA PROPANE	127.78
Open	NBAZ - Warrant Clearing Account	Check	1059217	10/18/2017	Accounts Payable	SLOAN, TERRIE J	227.58
Open	NBAZ - Warrant Clearing Account	Check	1059218	10/18/2017	Accounts Payable	SPARKLETT'S WATER	231.67
Open	NBAZ - Warrant Clearing Account	Check	1059219	10/18/2017	Accounts Payable	ST JOHNS GLASS	565.22
Open	NBAZ - Warrant Clearing Account	Check	1059220	10/18/2017	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	93.50
Open	NBAZ - Warrant Clearing Account	Check	1059221	10/18/2017	Accounts Payable	ST JOHNS UNITED DRUG	60.56

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059222	10/18/2017	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1059223	10/18/2017	Accounts Payable	STRADLING, CHERYL	1,080.86
Open	NBAZ - Warrant Clearing Account	Check	1059224	10/18/2017	Accounts Payable	STRADLING-COLLINS, SUEAN	490.13
Open	NBAZ - Warrant Clearing Account	Check	1059225	10/18/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	293.42
Open	NBAZ - Warrant Clearing Account	Check	1059226	10/18/2017	Accounts Payable	THE LIBRARY STORE INC	143.64
Open	NBAZ - Warrant Clearing Account	Check	1059227	10/18/2017	Accounts Payable	THE POUR STATION	177.00
Open	NBAZ - Warrant Clearing Account	Check	1059228	10/18/2017	Accounts Payable	THE UNIVERSITY OF ARIZONA	6,250.00
Open	NBAZ - Warrant Clearing Account	Check	1059229	10/18/2017	Accounts Payable	THOMSON REUTERS WEST	867.60
Open	NBAZ - Warrant Clearing Account	Check	1059230	10/18/2017	Accounts Payable	TIMBER MESA FIRE AND MEDICAL DISTRICT	1,351.87
Open	NBAZ - Warrant Clearing Account	Check	1059231	10/18/2017	Accounts Payable	TJP COMMUNICATIONS	2,505.25
Open	NBAZ - Warrant Clearing Account	Check	1059232	10/18/2017	Accounts Payable	TOWERING HOUSE EVENT SERVICES LLC	99.75
Open	NBAZ - Warrant Clearing Account	Check	1059233	10/18/2017	Accounts Payable	TOWN OF SPRINGERVILLE	72.27
Open	NBAZ - Warrant Clearing Account	Check	1059234	10/18/2017	Accounts Payable	TOSIE, ALBERT FRANCIS	585.00
Open	NBAZ - Warrant Clearing Account	Check	1059235	10/18/2017	Accounts Payable	TOSIE, CRAIG	121.45
Open	NBAZ - Warrant Clearing Account	Check	1059236	10/18/2017	Accounts Payable	UDALL, W JEFFORY	447.49
Open	NBAZ - Warrant Clearing Account	Check	1059237	10/18/2017	Accounts Payable	UNITED PARCEL SERVICE	22.62
Open	NBAZ - Warrant Clearing Account	Check	1059238	10/18/2017	Accounts Payable	UNITED RENTALS	2,468.73
Open	NBAZ - Warrant Clearing Account	Check	1059239	10/18/2017	Accounts Payable	VALLEJOS, ASIANO M	11.15
Open	NBAZ - Warrant Clearing Account	Check	1059240	10/18/2017	Accounts Payable	VALLEY AUTO PARTS	3,903.90
Open	NBAZ - Warrant Clearing Account	Check	1059241	10/18/2017	Accounts Payable	VERIZON WIRELESS	2,223.03
Open	NBAZ - Warrant Clearing Account	Check	1059242	10/18/2017	Accounts Payable	WAL-MART COMMUNITY	224.28
Open	NBAZ - Warrant Clearing Account	Check	1059243	10/18/2017	Accounts Payable	WALKER, CARLA	6.73
Open	NBAZ - Warrant Clearing Account	Check	1059244	10/18/2017	Accounts Payable	WALKER, VERLYN DEAN	62.00
Open	NBAZ - Warrant Clearing Account	Check	1059245	10/18/2017	Accounts Payable	WASTE MANAGEMENT OF AZ	122.40
Open	NBAZ - Warrant Clearing Account	Check	1059246	10/18/2017	Accounts Payable	WESTERN DRUG COMPANY	10.00
Open	NBAZ - Warrant Clearing Account	Check	1059247	10/18/2017	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,506.54
Open	NBAZ - Warrant Clearing Account	Check	1059248	10/18/2017	Accounts Payable	WOODLAND BUILDING CENTER	1,646.42
Open	NBAZ - Warrant Clearing Account	Check	1059249	10/18/2017	Accounts Payable	WRIGHT EXPRESS FSC	287.61
Open	NBAZ - Warrant Clearing Account	Check	1059250	10/19/2017	Accounts Payable	AZ DEPT OF REVENUE	2,599.53
Open	NBAZ - Warrant Clearing Account	Check	1059251	10/19/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	30,257.76
Open	NBAZ - Warrant Clearing Account	Check	1059252	10/19/2017	Accounts Payable	CLYDE, VICTOR J	322.08
Open	NBAZ - Warrant Clearing Account	Check	1059253	10/19/2017	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	460.00
Open	NBAZ - Warrant Clearing Account	Check	1059254	10/19/2017	Accounts Payable	SANDOVAL, PATRICK J	26.00
Open	NBAZ - Warrant Clearing Account	Check	1059255	10/19/2017	Accounts Payable	SHEPHERD, ALTON JOE	104.01
Open	NBAZ - Warrant Clearing Account	Check	1059256	10/23/2017	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1059257	10/25/2017	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1059258	10/25/2017	Accounts Payable	ALLEGRA	451.88
Open	NBAZ - Warrant Clearing Account	Check	1059259	10/25/2017	Accounts Payable	ALLREDS WESTERN WEAR	40.36
Open	NBAZ - Warrant Clearing Account	Check	1059260	10/25/2017	Accounts Payable	ALSCO INC	322.30
Open	NBAZ - Warrant Clearing Account	Check	1059261	10/25/2017	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	16.57
Open	NBAZ - Warrant Clearing Account	Check	1059262	10/25/2017	Accounts Payable	AMAZON COM INC	2,584.12
Open	NBAZ - Warrant Clearing Account	Check	1059263	10/25/2017	Accounts Payable	AMERICAN JAIL ASSOCIATION	595.00
Open	NBAZ - Warrant Clearing Account	Check	1059264	10/25/2017	Accounts Payable	AMERICAS BEST VALUE INN	213.54
Open	NBAZ - Warrant Clearing Account	Check	1059265	10/25/2017	Accounts Payable	AMIGO CHEVROLET	6,649.59
Open	NBAZ - Warrant Clearing Account	Check	1059266	10/25/2017	Accounts Payable	ANDA INC	104.40

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059267	10/25/2017	Accounts Payable	ANDERSON, CHARLIA	524.30
Open	NBAZ - Warrant Clearing Account	Check	1059268	10/25/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	205.12
Open	NBAZ - Warrant Clearing Account	Check	1059269	10/25/2017	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1059270	10/25/2017	Accounts Payable	ASHTONS REPAIR INC	406.98
Open	NBAZ - Warrant Clearing Account	Check	1059271	10/25/2017	Accounts Payable	AT&T MOBILITY	116.66
Open	NBAZ - Warrant Clearing Account	Check	1059272	10/25/2017	Accounts Payable	ATHERLEY, KENDRA E	128.88
Open	NBAZ - Warrant Clearing Account	Check	1059273	10/25/2017	Accounts Payable	AUL, THENNETTA LYNN	29.57
Open	NBAZ - Warrant Clearing Account	Check	1059274	10/25/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	115.00
Open	NBAZ - Warrant Clearing Account	Check	1059275	10/25/2017	Accounts Payable	AZ REPUBLIC	377.92
Open	NBAZ - Warrant Clearing Account	Check	1059276	10/25/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	2,435.00
Open	NBAZ - Warrant Clearing Account	Check	1059277	10/25/2017	Accounts Payable	AZ SUPREME COURT	427.80
Open	NBAZ - Warrant Clearing Account	Check	1059278	10/25/2017	Accounts Payable	AZ SUPREME COURT	2,590.00
Open	NBAZ - Warrant Clearing Account	Check	1059279	10/25/2017	Accounts Payable	BASAMANIA, DARLAM	315.00
Open	NBAZ - Warrant Clearing Account	Check	1059280	10/25/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	16.26
Open	NBAZ - Warrant Clearing Account	Check	1059281	10/25/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	1,445.74
Open	NBAZ - Warrant Clearing Account	Check	1059282	10/25/2017	Accounts Payable	BEGAY, CODY DON	224.24
Open	NBAZ - Warrant Clearing Account	Check	1059283	10/25/2017	Accounts Payable	BEGAY, DERRICK ALAN	127.99
Open	NBAZ - Warrant Clearing Account	Check	1059284	10/25/2017	Accounts Payable	BEGAY, SARAH MAE	115.00
Open	NBAZ - Warrant Clearing Account	Check	1059285	10/25/2017	Accounts Payable	BIG MIKES RENTAL SALES AND SERVICE	124.40
Open	NBAZ - Warrant Clearing Account	Check	1059286	10/25/2017	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	412.71
Open	NBAZ - Warrant Clearing Account	Check	1059287	10/25/2017	Accounts Payable	BILLY, BERTRUM J	134.82
Open	NBAZ - Warrant Clearing Account	Check	1059288	10/25/2017	Accounts Payable	BILTMORE PSYCHIATRIC GROUP	500.00
Open	NBAZ - Warrant Clearing Account	Check	1059289	10/25/2017	Accounts Payable	BLACK DIAMOND AUTO GLASS II	157.74
Open	NBAZ - Warrant Clearing Account	Check	1059290	10/25/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	403.78
Open	NBAZ - Warrant Clearing Account	Check	1059291	10/25/2017	Accounts Payable	BRADCO	29,203.11
Open	NBAZ - Warrant Clearing Account	Check	1059292	10/25/2017	Accounts Payable	BROWN, JUSTIN	134.82
Open	NBAZ - Warrant Clearing Account	Check	1059293	10/25/2017	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	180.18
Open	NBAZ - Warrant Clearing Account	Check	1059294	10/25/2017	Accounts Payable	C AND K HOSE COMPANY	156.18
Open	NBAZ - Warrant Clearing Account	Check	1059295	10/25/2017	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	25,393.01
Open	NBAZ - Warrant Clearing Account	Check	1059296	10/25/2017	Accounts Payable	CELLULAR ONE NE AZ	1,468.22
Open	NBAZ - Warrant Clearing Account	Check	1059297	10/25/2017	Accounts Payable	CHAVEZ, LILLIAN	130.00
Open	NBAZ - Warrant Clearing Account	Check	1059298	10/25/2017	Accounts Payable	CHEVRON USA INC	1,722.71
Open	NBAZ - Warrant Clearing Account	Check	1059299	10/25/2017	Accounts Payable	CMI INC	17,146.25
Open	NBAZ - Warrant Clearing Account	Check	1059300	10/25/2017	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	780.55
Open	NBAZ - Warrant Clearing Account	Check	1059301	10/25/2017	Accounts Payable	CZARNYSZKA, SUEANNE K	390.12
Open	NBAZ - Warrant Clearing Account	Check	1059302	10/25/2017	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	69.60
Open	NBAZ - Warrant Clearing Account	Check	1059303	10/25/2017	Accounts Payable	DEDMAN, JOSEPH Junior	254.00
Open	NBAZ - Warrant Clearing Account	Check	1059304	10/25/2017	Accounts Payable	DEMATTEO, JOHN JOSEPH	130.00
Open	NBAZ - Warrant Clearing Account	Check	1059305	10/25/2017	Accounts Payable	DESCHAMPS, CAROLYN MARIE	30.88
Open	NBAZ - Warrant Clearing Account	Check	1059306	10/25/2017	Accounts Payable	DIAMOND C FEEDS	101.46
Open	NBAZ - Warrant Clearing Account	Check	1059307	10/25/2017	Accounts Payable	ELECTRONIC CENTER INC	112.23
Open	NBAZ - Warrant Clearing Account	Check	1059308	10/25/2017	Accounts Payable	EMPIRE MACHINERY	17,487.56
Open	NBAZ - Warrant Clearing Account	Check	1059309	10/25/2017	Accounts Payable	ERHART, ANNA COLETTE	30.90
Open	NBAZ - Warrant Clearing Account	Check	1059310	10/25/2017	Accounts Payable	FERRRELLGAS	54.44
Open	NBAZ - Warrant Clearing Account	Check	1059311	10/25/2017	Accounts Payable	FILEONG INC	3,920.60

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059312	10/25/2017	Accounts Payable	FLEET PRIDE	681.60
Open	NBAZ - Warrant Clearing Account	Check	1059313	10/25/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	245.74
Open	NBAZ - Warrant Clearing Account	Check	1059314	10/25/2017	Accounts Payable	FRANK'S SUPPLY COMPANY INC	433.12
Open	NBAZ - Warrant Clearing Account	Check	1059315	10/25/2017	Accounts Payable	FRONTIER	110.93
Open	NBAZ - Warrant Clearing Account	Check	1059316	10/25/2017	Accounts Payable	FRONTIER	95.39
Open	NBAZ - Warrant Clearing Account	Check	1059317	10/25/2017	Accounts Payable	FRONTIER	426.41
Open	NBAZ - Warrant Clearing Account	Check	1059318	10/25/2017	Accounts Payable	FRONTIER	951.21
Open	NBAZ - Warrant Clearing Account	Check	1059319	10/25/2017	Accounts Payable	FRONTIER	133.40
Open	NBAZ - Warrant Clearing Account	Check	1059320	10/25/2017	Accounts Payable	FRONTIER	68.31
Open	NBAZ - Warrant Clearing Account	Check	1059321	10/25/2017	Accounts Payable	FRONTIER	327.60
Open	NBAZ - Warrant Clearing Account	Check	1059322	10/25/2017	Accounts Payable	FRONTIER	73.88
Open	NBAZ - Warrant Clearing Account	Check	1059323	10/25/2017	Accounts Payable	FRONTIER	217.10
Open	NBAZ - Warrant Clearing Account	Check	1059324	10/25/2017	Accounts Payable	FRONTIER	267.41
Open	NBAZ - Warrant Clearing Account	Check	1059325	10/25/2017	Accounts Payable	FRONTIER	364.45
Open	NBAZ - Warrant Clearing Account	Check	1059326	10/25/2017	Accounts Payable	FRONTIER	134.62
Open	NBAZ - Warrant Clearing Account	Check	1059327	10/25/2017	Accounts Payable	FRONTIER	5.10
Open	NBAZ - Warrant Clearing Account	Check	1059328	10/25/2017	Accounts Payable	FRONTIER	56.82
Open	NBAZ - Warrant Clearing Account	Check	1059329	10/25/2017	Accounts Payable	FRONTIER	25.48
Open	NBAZ - Warrant Clearing Account	Check	1059330	10/25/2017	Accounts Payable	FRONTIER	242.50
Open	NBAZ - Warrant Clearing Account	Check	1059331	10/25/2017	Accounts Payable	FRONTIER	831.23
Open	NBAZ - Warrant Clearing Account	Check	1059332	10/25/2017	Accounts Payable	FRONTIER	4,522.93
Open	NBAZ - Warrant Clearing Account	Check	1059333	10/25/2017	Accounts Payable	GALL'S INC	2,454.75
Open	NBAZ - Warrant Clearing Account	Check	1059334	10/25/2017	Accounts Payable	GALLUP LUMBER & SUPPLY	159.95
Open	NBAZ - Warrant Clearing Account	Check	1059335	10/25/2017	Accounts Payable	GALLUP WATER WORKS	79.25
Open	NBAZ - Warrant Clearing Account	Check	1059336	10/25/2017	Accounts Payable	GARCIA JR., RUBEN C	52.00
Open	NBAZ - Warrant Clearing Account	Check	1059337	10/25/2017	Accounts Payable	GFOA GOVERNMENT FINANCE OFFICERS ASSOC	425.00
Open	NBAZ - Warrant Clearing Account	Check	1059338	10/25/2017	Accounts Payable	GMCO CORPORATION	7,467.32
Open	NBAZ - Warrant Clearing Account	Check	1059339	10/25/2017	Accounts Payable	GOLIGHTLY TIRE	1,362.73
Open	NBAZ - Warrant Clearing Account	Check	1059340	10/25/2017	Accounts Payable	GRAVES PROPANE CO INC	146.79
Open	NBAZ - Warrant Clearing Account	Check	1059341	10/25/2017	Accounts Payable	HANCOCK, PAUL	16.91
Open	NBAZ - Warrant Clearing Account	Check	1059342	10/25/2017	Accounts Payable	HATCH MOTOR COMPANY INC	471.97
Open	NBAZ - Warrant Clearing Account	Check	1059343	10/25/2017	Accounts Payable	HERNANDEZ, ALTAL	160.00
Open	NBAZ - Warrant Clearing Account	Check	1059344	10/25/2017	Accounts Payable	HILL AZ GROCERY STORE	530.01
Open	NBAZ - Warrant Clearing Account	Check	1059345	10/25/2017	Accounts Payable	HILL AZ GROCERY STORE	260.57
Open	NBAZ - Warrant Clearing Account	Check	1059346	10/25/2017	Accounts Payable	HOME DEPOT	2,643.00
Open	NBAZ - Warrant Clearing Account	Check	1059347	10/25/2017	Accounts Payable	HUCKLEBERRY NOTARY BONDING INC	141.95
Open	NBAZ - Warrant Clearing Account	Check	1059348	10/25/2017	Accounts Payable	INGRAM LIBRARY SERVICES	2,898.33
Open	NBAZ - Warrant Clearing Account	Check	1059349	10/25/2017	Accounts Payable	JJ KELLER & ASSOCIATES	231.42
Open	NBAZ - Warrant Clearing Account	Check	1059350	10/25/2017	Accounts Payable	LANDER, CLIFFORD NOEL	420.51
Open	NBAZ - Warrant Clearing Account	Check	1059351	10/25/2017	Accounts Payable	LATHAM, MICHAEL	403.32
Open	NBAZ - Warrant Clearing Account	Check	1059352	10/25/2017	Accounts Payable	LEO, FREDDIE	134.82
Open	NBAZ - Warrant Clearing Account	Check	1059353	10/25/2017	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	39.21
Open	NBAZ - Warrant Clearing Account	Check	1059354	10/25/2017	Accounts Payable	LOOMIS	620.89
Open	NBAZ - Warrant Clearing Account	Check	1059355	10/25/2017	Accounts Payable	LOWES COMPANIES INC	100.50
Open	NBAZ - Warrant Clearing Account	Check	1059356	10/25/2017	Accounts Payable	MAJESTIC MUSIC LLC	1,304.20

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059357	10/25/2017	Accounts Payable	MCCARTHY, CHRIS	110.81
Open	NBAZ - Warrant Clearing Account	Check	1059358	10/25/2017	Accounts Payable	MISSION UNIFORM & LINEN	196.17
Open	NBAZ - Warrant Clearing Account	Check	1059359	10/25/2017	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	7,279.46
Open	NBAZ - Warrant Clearing Account	Check	1059360	10/25/2017	Accounts Payable	NAVAJO SANITATION INC	215.25
Open	NBAZ - Warrant Clearing Account	Check	1059361	10/25/2017	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	90.00
Open	NBAZ - Warrant Clearing Account	Check	1059362	10/25/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	394.46
Open	NBAZ - Warrant Clearing Account	Check	1059363	10/25/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	267.63
Open	NBAZ - Warrant Clearing Account	Check	1059364	10/25/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	635.22
Open	NBAZ - Warrant Clearing Account	Check	1059365	10/25/2017	Accounts Payable	NAVAJO WESTERNERS	154.25
Open	NBAZ - Warrant Clearing Account	Check	1059366	10/25/2017	Accounts Payable	NAVAPACHE CHEM DRY	226.80
Open	NBAZ - Warrant Clearing Account	Check	1059367	10/25/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	3,804.55
Open	NBAZ - Warrant Clearing Account	Check	1059368	10/25/2017	Accounts Payable	NEWMAN SIGNS INC	747.56
Open	NBAZ - Warrant Clearing Account	Check	1059369	10/25/2017	Accounts Payable	NOEL'S INC	66.56
Open	NBAZ - Warrant Clearing Account	Check	1059370	10/25/2017	Accounts Payable	OCTOPUS CAR WASH INC	15.95
Open	NBAZ - Warrant Clearing Account	Check	1059371	10/25/2017	Accounts Payable	OFFICE DEPOT	138.61
Open	NBAZ - Warrant Clearing Account	Check	1059372	10/25/2017	Accounts Payable	OKANOGAN TRAIL CONSTRUCTION	43,268.00
Open	NBAZ - Warrant Clearing Account	Check	1059373	10/25/2017	Accounts Payable	ORIENTAL TRADING COMPANY	118.86
Open	NBAZ - Warrant Clearing Account	Check	1059374	10/25/2017	Accounts Payable	ORKIN PEST CONTROL	555.45
Open	NBAZ - Warrant Clearing Account	Check	1059375	10/25/2017	Accounts Payable	PERFECT PRINTZ LLC	1,370.22
Open	NBAZ - Warrant Clearing Account	Check	1059376	10/25/2017	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	450.00
Open	NBAZ - Warrant Clearing Account	Check	1059377	10/25/2017	Accounts Payable	QUALITY CARQUEST	377.68
Open	NBAZ - Warrant Clearing Account	Check	1059378	10/25/2017	Accounts Payable	QUILL CORP	5,392.16
Open	NBAZ - Warrant Clearing Account	Check	1059379	10/25/2017	Accounts Payable	RB LASTING IMPRESSION	200.00
Open	NBAZ - Warrant Clearing Account	Check	1059380	10/25/2017	Accounts Payable	RDO EQUIPMENT CO	52.81
Open	NBAZ - Warrant Clearing Account	Check	1059381	10/25/2017	Accounts Payable	RICOH USA INC	378.86
Open	NBAZ - Warrant Clearing Account	Check	1059382	10/25/2017	Accounts Payable	ROMERO, DAVID JULIAN	22.69
Open	NBAZ - Warrant Clearing Account	Check	1059383	10/25/2017	Accounts Payable	RUSH TRUCK CENTER	6,173.16
Open	NBAZ - Warrant Clearing Account	Check	1059384	10/25/2017	Accounts Payable	SAFE KIDS WORLDWIDE	50.00
Open	NBAZ - Warrant Clearing Account	Check	1059385	10/25/2017	Accounts Payable	SAFETY KLEEN	373.74
Open	NBAZ - Warrant Clearing Account	Check	1059386	10/25/2017	Accounts Payable	SAFEWAY INC	33.93
Open	NBAZ - Warrant Clearing Account	Check	1059387	10/25/2017	Accounts Payable	SANDOVAL, PATRICK J	426.21
Open	NBAZ - Warrant Clearing Account	Check	1059388	10/25/2017	Accounts Payable	SHIRLEY, JOE Junior	158.36
Open	NBAZ - Warrant Clearing Account	Check	1059389	10/25/2017	Accounts Payable	SIERRA PROPANE	218.37
Open	NBAZ - Warrant Clearing Account	Check	1059390	10/25/2017	Accounts Payable	SMALLEY, DEBRA STUART	535.00
Open	NBAZ - Warrant Clearing Account	Check	1059391	10/25/2017	Accounts Payable	SOUTHWEST ROCK PRODUCTS LLC	14,431.87
Open	NBAZ - Warrant Clearing Account	Check	1059392	10/25/2017	Accounts Payable	ST JOHNS CITY	160.14
Open	NBAZ - Warrant Clearing Account	Check	1059393	10/25/2017	Accounts Payable	ST JOHNS GLASS	268.52
Open	NBAZ - Warrant Clearing Account	Check	1059394	10/25/2017	Accounts Payable	STAUFFER, MONICA	195.04
Open	NBAZ - Warrant Clearing Account	Check	1059395	10/25/2017	Accounts Payable	STUMP, BILLY	134.82
Open	NBAZ - Warrant Clearing Account	Check	1059396	10/25/2017	Accounts Payable	SUN GLASS LLC	171.12
Open	NBAZ - Warrant Clearing Account	Check	1059397	10/25/2017	Accounts Payable	SW ECOLOGY LLC	5,160.31
Open	NBAZ - Warrant Clearing Account	Check	1059398	10/25/2017	Accounts Payable	SWEETLANDS COMPLETE AUTO	1,666.72
Open	NBAZ - Warrant Clearing Account	Check	1059399	10/25/2017	Accounts Payable	TEEC NOS POS TRADING CO	20.00
Open	NBAZ - Warrant Clearing Account	Check	1059400	10/25/2017	Accounts Payable	THE POUR STATION	22.50
Open	NBAZ - Warrant Clearing Account	Check	1059401	10/25/2017	Accounts Payable	THOMAS, JEREL	130.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1059402	10/25/2017	Accounts Payable	THOMSON REUTERS WEST	674.35
Open	NBAZ - Warrant Clearing Account	Check	1059403	10/25/2017	Accounts Payable	TJP COMMUNICATIONS	200.00
Open	NBAZ - Warrant Clearing Account	Check	1059404	10/25/2017	Accounts Payable	TOTSONI, RAYMOND	76.46
Open	NBAZ - Warrant Clearing Account	Check	1059405	10/25/2017	Accounts Payable	TRINITY SERVICES GROUP INC	896.00
Open	NBAZ - Warrant Clearing Account	Check	1059406	10/25/2017	Accounts Payable	TRUCK WORKS HOLDINGS LLC	14,512.89
Open	NBAZ - Warrant Clearing Account	Check	1059407	10/25/2017	Accounts Payable	TSO, THOMAS C	191.72
Open	NBAZ - Warrant Clearing Account	Check	1059408	10/25/2017	Accounts Payable	TSOISE, ALBERT FRANCIS	540.00
Open	NBAZ - Warrant Clearing Account	Check	1059409	10/25/2017	Accounts Payable	UDALL, SHERWOOD BOWEN	11.99
Open	NBAZ - Warrant Clearing Account	Check	1059410	10/25/2017	Accounts Payable	UNIFIRST CORPORATION	113.96
Open	NBAZ - Warrant Clearing Account	Check	1059411	10/25/2017	Accounts Payable	US IMAGING INC	1,277.55
Open	NBAZ - Warrant Clearing Account	Check	1059412	10/25/2017	Accounts Payable	US POSTMASTER	116.00
Open	NBAZ - Warrant Clearing Account	Check	1059413	10/25/2017	Accounts Payable	US POSTMASTER	60.00
Open	NBAZ - Warrant Clearing Account	Check	1059414	10/25/2017	Accounts Payable	VALLEY AUTO PARTS	796.32
Open	NBAZ - Warrant Clearing Account	Check	1059415	10/25/2017	Accounts Payable	VERIZON WIRELESS	896.12
Open	NBAZ - Warrant Clearing Account	Check	1059416	10/25/2017	Accounts Payable	WAITE, DELANA	129.66
Open	NBAZ - Warrant Clearing Account	Check	1059417	10/25/2017	Accounts Payable	WATCHMAN, ARTREMOS	134.82
Open	NBAZ - Warrant Clearing Account	Check	1059418	10/25/2017	Accounts Payable	WOOD, ANTONIA	14.00
Open	NBAZ - Warrant Clearing Account	Check	1059419	10/25/2017	Accounts Payable	XEROX CORP	87.26
Open	NBAZ - Warrant Clearing Account	Check	1059420	10/25/2017	Accounts Payable	YAZZIE, DERRICK	51.72
Open	NBAZ - Warrant Clearing Account	Check	1059421	10/25/2017	Accounts Payable	YOUNGS FUTURE TIRE	172.00
Open	NBAZ - Warrant Clearing Account	Check	1059422	10/25/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	441.20
Open	NBAZ - Warrant Clearing Account	Check	1059423	10/25/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	249.39
Open	NBAZ - Warrant Clearing Account	Check	1059424	10/25/2017	Accounts Payable	CROWNE PLAZA SAN MARCOS RESORT	780.29
Open	NBAZ - Warrant Clearing Account	Check	1059425	10/26/2017	Accounts Payable	KEEPER OF THE STATIONARY	1,028.46
Open	NBAZ - Warrant Clearing Account	Check	1059426	10/26/2017	Accounts Payable		80.40

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

10/30/17



Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of minutes dated October 3, 2017, October 10, 2017 and October 17, 2017.

BOS Meeting Date Requested 11/7/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
October 17, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr. and Vice Chairman Doyel Shamley. Also present was Interim County Manager/Clerk of the Board Ryan Patterson. Supervisor Alton Shepherd and County Attorney Michael Whiting participated via the telephone.

Chairman Shirley called to order the Board of Supervisors meeting at 8:36 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Robert Mackenzie led the Pledge of Allegiance.

SueAn Collins-Stradling gave the invocation.

Mr. Patterson presented the consent agenda items A-E. **Mr. Shepherd moved approval, Seconded by Mr. Shamley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 3, 2017 to October 17, 2017. Payee Amount AMERICAN FAMILY LIFE ASSURANCE 1,019.06 APACHE COUNTY HAS 3,196.67 APACHE COUNTY MEDICAL 163,471.60 APACHE COUNTY TAX WITHHOLDING 142,116.02 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 97,212.96 COLONIAL LIFE AND ACCIDENT INS 1,253.54 CORRECTIONS OFFICER RET PLAN 6,825.37 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,048.39 EORP LEGACY 1,288.26 NATIONWIDE 1,955.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,699.10 PUBLIC SAFETY SHERIFF RET 41,625.17 SECURITY BENEFIT GROUP 1,550.00 SUPPORT PAYMENT CLEARINGHOUSE 1,942.90 ADAIR FUNERAL HOMES INC 1,168.20 ASHTONS REPAIR INC 4,460.65 AZ BRAKE & CLUTCH SUPPLY 1,009.12 BRADCO 21,831.93 BROWN'S PARTSMaster INC 1,852.79 BURBANK, ROANN 1,527.24 CDW GOVERNMENT LLC 3,157.64 COVEY, JOSHUA T 2,100.00 CURTIS, ROGER STUART 1,032.00 EMPIRE MACHINERY 19,564.20 FRONTIER 4,463.87 HILLYARD/FLAGSTAFF 2,236.41 HOME DEPOT 1,150.40 LATHAM, MICHAEL 1,885.60 MOUNTAIN COMFORT HEATING AND COOLING 2,754.50 NATIONAL BANK OF ARIZONA 1389 1,601.45 NATIONAL BANK OF ARIZONA 0085 2,619.95 NATIONAL BANK OF ARIZONA 0301 2,764.35 NAVAJO TRIBAL UTILITY AUTHORITY 1,224.34 QUILL CORP 4,332.49 SANOFI PASTEUR INC 4,015.07 SCHINDLER ELEVATOR CORPORATION 6,570.14 SECURUS TECHNOLOGIES INC 1,043.71 SEQIRUS USA INC 1,134.29 SHIRLEY, JOE Junior 1,108.15 SW ECOLOGY LLC 2,830.76 THE LAW OFFICE OF ELIZABETH M HALE 1,676.40 TJP COMMUNICATIONS 3,789.42 TRINITY SERVICES GROUP INC 14,668.11 TYCO INTEGRATED SECURITY LLC 11,878.46 VERIZON WIRELESS 1,257.61 YOUNG, JOSEPH 1,363.56 OKANOGAN TRAIL CONSTRUCTION 30,930.00 ALLEGRA 3,171.04 APPLE INC 2,388.20 ATS ARMOR LLC 1,670.90 AZ COUNTIES INSURANCE POOL 9,200.10 AZLGEBT 315,597.07 BRADCO 20,746.67 BREWER LAW OFFICE PLLC 8,500.00 COVEY, JOSHUA T 1,458.52

CRESCENT ELECTRIC SUPPLY CO 2,159.47 EMPIRE MACHINERY 1,632.94 FRONTIER 1,779.03 HAMBLIN LAW OFFICE PLC 8,500.00 I-29 TRAILER SALES 1,521.25 INGRAM LIBRARY SERVICES 2,958.48 LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 LEXIPOL LLC 8,468.00 MASS TRANSCRIPTIONS 2,349.30 MOORE LAW FIRM PLLC 1,391.96 NACO 1,430.00 NAVOPACHE ELECTRIC COOPERATIVE 8,752.34 NORTHEAST ARIZONA TRAINING CENTER INC 6,250.00 OVERDRIVE INC 6,670.89 PACIFIC PONDEROSA CO INC 1,260.56 PATTERSON, DANA BRYCE 8,500.00 PERFECT PRINTZ LLC 1,790.73 PRO PETROLEUM 17,179.93 PROFORCE LAW ENFORCEMENT 1,554.32 QUILL CORP 4,556.22 S R ROBERTS INC 1,541.50 SCHIFF, LAURENCE 1,200.00 SECURUS TECHNOLOGIES INC 1,016.43 ST JOHNS CITY 10,026.46 THE AARONS COMPANY LLC 3,000.00 VALLEY AUTO PARTS 2,074.50 WRIGHT EXPRESS FSC 2,961.35 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated September 19, 2017. Personnel Items: C. Building & Maintenance: Request approval to extend the temporary employment of Lane Wilkins for an additional 90 days. Community Development: D. Discussion and possible approve of a conditional use permit allowing Navopache Electric Cooperative, LLC (NEC) to construct a 240' steel lattice communication tower, replacing an existing 40' steel monopole communication tower. The tower is located on private property in the new sub-station located within the Tucson Electric Power (TEP) Springerville Generating sub-station Township: 11, Range: 30, Section: 34. The Planning and Zoning commission unanimously approved the Conditional Use Permit on September 14, 2017. Treasurer's Office: E. Discussion and possible approval of settlement stipulation, to abate interest of one hundred twenty dollars and 38 cents (\$120.38) and collect the levied tax charge of two hundred seventy-three dollars and 58 cents. (\$273.58) on parcel 105-18 025C/Account P9650135 for year of 2014. Vote was unanimous.

Devon Brown, Community Development Director, requested approval to reduce the \$500 Conditional Use Permit application fee for Holly Williams to install a 60' ham radio tower on her property. Mr. Brown recommended a reduced fee of \$50.00. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brannon Eagar, Chief Deputy Sheriff, on behalf of Emergency Management, requested approval of the updated Hazardous Mitigation Plan. Chief Eagar stated a copy of the plan has been posted on the County website or in the County Manager's Office. Chief Eagar stated FEMA has approved the plan and has been adopted by the incorporated cities within Apache County and sent of additional information to the Board yesterday. Mr. Shepherd stated he has not had time to review the supporting documents that were just sent out and felt there is some language in the plan that could be better articulated and is thinking about tabling the plan until he had time to go over the plan with Chief Eagar and have Interim County Manager Patterson seek input from all three districts. Mr. Shamley stated the Board has until October 31, 2017 to approve the plan and asked if not approved by that date, would the projects be jeopardized. Ferrin Crosby, County Engineer, stated if not approved by the 31st, this would cause the county to lose its grant eligibility. Mr. Crosby stated currently, there are two grant applications, the Red Clay Wash and Tanner Springs Projects. A Discussion was held regarding the hard deadline of the plan's submission. Mr. Shamley stated he has questions that have not been answered but does not want to jeopardize the projects that the cities have applied for. Mr. Shepherd stated the plan can be

approved and revamped up to a year but he is wanting to articulate some of the language and clarify where these projects are because the county goes all the way to the Utah State line and his district has not been involved with emergency management and Chief Eagar hasn't come to District II to discuss this plan and he would like an additional week to review and make the proper changes to make it a better document. Chief Eagar stated that the Plan is a living document with continuous evaluation and revision so any time after official approval, the document may be revised and is not necessary to send back to FEMA for review. Chief Eagar stated the items that Mr. Shepherd would like to change can be done without sending it back through the review process. Chief Eagar stated if we adopt a plan that is different than what has been already approved at FEMA, we will have to go back through the process, which will take an additional 30-60 days and the grants will be affected. Sheriff Dedman stated a lot of man hours have been spent on the plan and is a good plan, and if it needs to be revised it can be and requested the plan be approved so the grant applications can be moved forward.

Paul Ramsey, St. Johns City Manager, requested the plan be approved; there are several communities that have time and effort invested in mitigating some of the issues facing the cities. Mr. Ramsey stated one of the projects in St. Johns is the river basin and the project to address the flooding issue is in this plan. Mr. Ramsey stated he supports the plan and if the not approved, the projects will be at risk. Chairman Shirley stated the plan needs to be approved; it is a living document that can be changed as we move forward and recommended approval as presented today. **Mr. Shamley moved to approve the plan with the items recently emailed that were not included in the initial backup material and with the condition there is a work session held within the first two weeks of November. Mr. Shirley seconded the motion.** Mr. Shepherd stated he appreciates the time and effort put into the plan and he didn't receive the other document until yesterday afternoon so he hasn't had time to look the documents over. Mr. Shepherd stated no one has come to District II to meet with him regarding the mitigation plan and he just does not want to approve the plan and then not hear from anyone. Mr. Shepherd stated he has concerns when a state of emergency is declared, the county isn't working with the Navajo Nation resulting in lost reimbursement funds. Mr. Shepherd stated the emergency services department needs to be revamped and is hoping the sheriff will take some time to come meet with him and listen to his suggestions because to date, that hasn't happened. Chief Eagar stated the plan does cover the roads and public easement within the Navajo Nation and he works directly with Mr. Crosby on the road projects that need to be done and there is a need to better communicate with Mr. Crosby and the Board. Mr. Shepherd stated he wants a work session to discuss emergency management issues.

Marleita Begay, County Treasurer, stated this is a good example of a lack of communication so she is hoping the other elected officials are sitting at the table to understand what is going on in all three districts. Mrs. Begay requested the Board approve the plan so the funding for grants isn't jeopardized.

Chairman Shirley stated the motion includes a work session be held the first part of November. Mr. Shamley stated the reason he added the work session to the motion was because he has issues with not getting information and communication from emergency management regarding fire restrictions. Mr. Shamley stated he has the same issues Mr. Shepherd has, so the work session will mandate someone come and answer his questions. Mr. Shamley stated he didn't

even know about the project in his own district, but he can't let Springerville and Eagar suffer by not approving the plan and affecting their grant funding. Mr. Shepherd stated he appreciates the other Board members leadership and working together is the only way we can get through these types of issues. Mr. Shepherd stated grants are based on procedures that are put in place and there is no guarantee his projects will be funded just because this plan is approved today that is why he wants the plan to be the best it can be, that is why he wants to continue working on the plan through the upcoming year. Vote was unanimous. Chairman Shirley directed Mr. Patterson to schedule the work session for the first part of November.

Brannan Eagar, chief Deputy Sheriff, on behalf Emergency Management requested approval to accept an Emergency Management Performance Grant award (number EMF-2017-EP-00008-S01) of two hundred two thousand, nine hundred eighty-six dollars (\$202,986.00) from the Arizona Department of Emergency & Military Affairs, Division of Emergency Management. Chief Eagar stated this grant has a cost share of 50% federal funds and 50% local funds on all eligible expenditures and the grant performance period is July 1, 2017 through June 30, 2018. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Mr. Shepherd asked if the County has received this grant in prior years. Chief Eagar state yes for at least the past seven years. Mr. Shepherd asked if audits were done on the grant. Chief Eagar stated yes, audits are done by the state every year. Mr. Shepherd requested copies the audits be sent to him because half of the cost is provided by county funds. Chief Eagar and Mr. Shepherd held a discussion regarding where the funding comes from to cover the county's portion. Mr. Shepherd stated this is his first year as a supervisor so he is wanting to learn about the performance grants enhance the county as a whole because so the audit should show line items and the expenditures as well as a breakdown of each of the districts for the past 7 years. Mr. Shamley stated he would also like to receive copies of the audits. Mr. Shamley stated he had emailed questions to Chief Eagar yesterday and had not received answers. Chief Eagar held a discussion on where the funding comes from to cover the county's portion. Chief Eagar clarified the match come from. Mr. Shamley stated his questions are not being answered. Chairman Shirley stated better communication can be worked on and everyone needs to work together for the sake of the constituents. Mr. Shepherd asked if the matching funds have been budgeted for in FY2018. Mr. Patterson responded that the matching funds are budgeted within the sheriff's office budget. Vote was unanimous. Chairman Shirley stated there are questions that need to be answered and requested Sheriff Dedman and Chief Eagar work together to get those answers for the board member.

Mr. Patterson requested approval of a contract with Realauction.com, LLC to conduct the sale of Tax Deed Property via an online auction. Mr. Patterson stated the vendor has been used previously by the county. **Mr. Shepherd moved approval, seconded by Mr. Shamley** Vote was unanimous.

Mr. Patterson requested approval of the back-tax parcels to be offered at public auction. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Patterson presented notification of a tour of the Tucson Electric Power Plant, 1200 County Road #4162, Springerville, Arizona, following the Board meeting at approximately 10:30 a.m. on October 17, 2017. The County Supervisors Association Summit to be held at the Talking

Stick Resort, 9800 E. Talking Stick Way, Scottsdale, Arizona on October 24, 2017 through October 26, 2017, and the Northern Arizona Council of Governments (NACOG) meeting on October 26, 2017 at 9:00 a.m. at the High Country Conference Center, 201 West Butler Avenue, Flagstaff, Arizona where two or more members of the Board of Supervisors may be in attendance. No action was needed.

There was no one wanting to address the Board during call to the public.

Mr. Shepherd moved to adjourn, seconded by Mr. Shamley. Vote was unanimous.

Approved this 7th day of November 2017.

Joe Shirley Jr.
Chairman of the Board

Ryan Patterson
Interim Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
October 10, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr., Vice Chairman Doyel Shamley and Supervisor Alton Shepherd. Also present were Chief Deputy County Attorney Michael Whiting and Assistant Clerk of the Board Beth Bond. County Attorney Michael Whiting participated via the telephone.

Chairman Shirley called to order the Board of Supervisors meeting at 2:01 p.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Chairman Shirley presented the item for possible action regarding the appointment of an Interim Clerk of the Board/County Manager. Mr. Shamley stated there are three individuals that come to his mind that would be fit to do the job. Mr. Shamley stated Beth Bond seems to know the most about that office working there so long but he isn't even sure if she is interested in being the interim Clerk/Manager. Mr. Shamley stated there is Ferrin Crosby and Ryan Patterson as well, so those are the three he thought about that are the easiest to ask if they can take that additional workload on in the short term. MR. Shepherd stated he also has contemplated on this and he wants to continue with no delays and the process of filling the position permanently but financially that is where his main concern is; that we have place someone in the interim that is already within the county system that knows the finances so we continue on time with payments and overlooking all the operations for the county. Mr. Shepherd stated his recommendation would be Ryan Patterson and if he was interested. Chairman Shirley stated there were three individuals recommended, Mrs. Bond, Mr. Patterson and Mr. Crosby. Chairman Shirley asked Mrs. Bond if she was interested in the position. asked Mrs. Bond if she was interested. Mrs. Bond stated she agrees with Mr. Shepherd's recommendation of Mr. Patterson and is willing to help and support him with whatever he needs. Chairman Shirley asked Mrs. Bond if she was declining the position. Mrs. Bond stated yes. Chairman Shirley asked Mr. Crosby if he was interested in the position. Mr. Crosby stated he will do whatever the Board would like him to do; it is a short-term solution and he is comfortable with anyone who has been mentioned. Mr. Crosby stated he isn't declining the position but will do whatever the Board needs him to do. Chairman Shirley asked Mr. Patterson if he was interested in the position. Mr. Patterson stated he works at the pleasure of the Board and as such will do whatever the Board requests. Mr. Patterson is also very comfortable with any of the other two named. Mr. Shepherd stated now that he heard from the three individuals. He thinks someone with a string background in finance is pivotal going forward until the permanent position can be filled. **Mr. Shepherd made the motion to appoint Ryan Patterson as interim Clerk/County Manager. Mr. Shamley seconded the motion.** Vote was unanimous

Mr. Shepherd, on behalf of District II, requested approval of an Intergovernmental Agreement (IGA) between the Navajo Nation and Apache County N-203 & Kin Dah Lichi'i Olta' School road project, a partnership between the Navajo Division of Transportation (NDOT) and Apache County District II for school bus route improvement. Mt. Shepherd stated the agreement establishes the IGA and the County has worked with the Navajo Nation and the County Attorney

on all the issues. County Engineer Ferrin Crosby stated there were some edits made since the agreement was sent out in the backup material and outlined the changes. Mr. Crosby stated this will be the model for future IGA's that are anticipated in the future and any future projects would be amendments to this IGA with its own scope of work; it would still come before the attorney for review and the Board for approval and whoever the partnering agency whether it be NDOT or BIA, we just wouldn't have to hash out all the language. Mr. Whiting stated he reviewed the IGA. Mr. Shamley moved to approve, seconded by Mr. Shepherd. Mr. Shamley stated he has been working on the Aspen Loop Agreement for the past two years and that was going to be the master agreement but with this IGA before us today, he is glad to see and this will be the master agreement. Mr. Shamley stated he has been waiting on permits for drainage so if the agreement is approved today, his could be an added project with a scope of work. Mr. Crosby stated yes; if the Board engages the edits he presented today but if the Board approves the initial agreement then no, it would have to be its own IGA. Mr. Shirley stated Mr. Shamley's motion encompasses the edits recommended by Mr. Crosby. Vote was unanimous.

Mr. Shamley moved to adjourn the meeting, seconded by Mr. Shepherd. Vote was unanimous.

Approved this 7th day of November 2017

Joe Shirley, Jr.
Chairman of the Board

Ryan Patterson
Interim Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

October 3, 2017

Ganado, Arizona

Present were: Chairman Joe Shirley, Jr., Vice Chairman Doyel Shamley and Supervisor Alton Joe Shepherd. Also present, County Manager/Clerk of the Board Delwin Wengert, and County Attorney Michael Whiting.

Chairman Shirley called to order the Board of Supervisors meeting at 8:32 a.m. at the Ganado Road Yard Conference Room Highway 264 Mile Marker 446.8, Ganado, Arizona and welcomed all in attendance.

Mr. Arviso gave the invocation.

Ferrin Crosby led the Pledge of Allegiance.

Chairman Shirley called for the Public Health Services District items.

Chris Sexton, Health Director, requested approval of the renewal contract with Hostyle Takeover Cleaning Services to clean the Apache County Public Health Services District office in Ganado. Mr. Sexton stated the contract will be effective July 1, 2017 through June 30, 2019 at fifty-five dollars (\$55.00) per week. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chris Sexton, Mr. Sexton, Health Director, requested approval of the Arizona Nutrition Network Supplemental Nutrition Assistance Program (AzNN SNAP-Ed) Subaward Agreement Modification number three. Mr. Sexton stated this is year three of the contract totaling two hundred thousand, nine hundred thirty-three dollars and forty cents (\$200,933.40). The budget for year one was sixty thousand, nine hundred thirty-three dollars and forty cents (\$60,933.40), year two remains at seventy thousand dollars (\$70,000.00), and year three at seventy thousand dollars (\$70,000.00), totaling two hundred thousand, nine hundred thirty-three dollars and forty cents (\$200,933.40). Mr. Sexton stated just under sixty-one thousand dollars (\$61,000.00) was spent in year one, so there was a de-obligation of funds for FY16. The combined total is a reflection of what was spent in year one, plus the total budget of seventy thousand dollars (\$70,000.00) for both year two and three. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Chris Sexton, Health Director, submitted the Clinical Services Quarterly update for the fourth quarter. No action was needed or taken.

Chris Sexton, Health Discussion and possible approval to convert the current full-time 40 hour a week Administrative Assistant I position to a full-time 32 hour a week Administrative Assistant in the Public Fiduciary department. Mr. Sexton explained the reason for change is for someone that can step into the Public Fiduciary position if needed. Mr. Sexton stated the Public Fiduciary

is behind on audits and reports so this position will help. Mr. Sextons stated the funding for the position will come from the Health Department; there are funds available for a vehicle and will forgo buying a new vehicle this year to cover the cost of the position. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Shepherd moved to adjourn the Public Health Services District meeting, seconded by Mr. Shamley. Vote was unanimous.

Chairman Shirley called for the regular agenda items.

Ferrin Crosby, County Engineer, requested a public hearing, discussion and possible approval to adopt Road N3114 into the Apache County Road Maintenance System by resolution. **Mr. Shamley moved approval seconded by Mr. Shepherd.** Vote was unanimous. Mr. Crosby stated if approved, this would become a county maintained road and would have the obligation to maintain and safe for the traveling public. Mr. Crosby stated the road is about a mile long and if approved, the upgrades would be done in phases to get the road up to standards, due to budgetary restraints. Mr. Crosby stated the upgrades could be done in a short timeframe and does.

Margaret Langtagne, a resident of Vernon since 2006, stated that road is the only legal access for many residents in the area and will benefit greatly from N3114 being a county maintained road. Mrs. Langtagne also read letters from two other residents that were in support of the acceptance of the road.

Pamela Bianco, a resident of Vernon stated she has owned property since 2006 and N3114 is impassable much of the year and requested approval of N3114 to make it a year-round safe passable road for the residents. Mr. Bianco provided pictures of the road for the Board's review.

Marianne McQuire, a resident of Vernon, stated she is concerned with emergency personnel reaching her in an emergency situation due to the condition of the road and has listed he home for sale and the buyers love the area but the road is a deal breaker. Mrs. McQuire urged the Board to approve the adoption of N3114.

There was no one else wanting to address the Board. Mr. Shamley moved to close the public hearing, seconded by Mr. Shepherd. Vote was unanimous. Mr. Shepherd stated he appreciated those who traveled to Ganado to address the item. **Mr. Shepherd stated the entire county has roads just like this and always look to our expert personnel in each of the districts to improve the lives and betterment of the people and infrastructure and moved to approve, seconded by Mr. Shamley.** Chairman Shirley, Mr. Crosby and Mr. Whiting held a discussion regarding the process to add a road into the County system.

Marleita Begay, County Treasurer, stated the approval of the road today sets a precedence for Apache County and she wants to know the process between BIA, NDOT, Apache County and the community because she is from District II and there are issues regarding a road that is not a county road. Mrs. Begay stated there should not be roads that are segregated because we are all citizens of Apache County. Mr. Shamley stated roads are a big topic ant all his chapter house meeting and the problem is, if it is an NDOT road, his crews get chased off because it's their

road, so an answer from then Navajo Nation would be nice. Mr. Shepherd stated this is an issue that needs to be looked into and understanding the regulations that go along with the trust lands and he has a good working relationship with all the other entities so it will be a good discussion top bring everyone to the table for a discussion. Vote was unanimous.

Resolution #2017-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, ADOPTING ONE COUNTY ROAD INTO THE APACHE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROAD N3114

WHEREAS, in accordance with the provisions of A.R.S. §28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges this road, was laid out, opened and constructed without cost to the County prior to June 13, 1990; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Road N3114 be adopted into the Apache County Road Maintenance system and be maintained as public roadway. From station 0+00 at the intersection of CR3148 and N3114 continuing easterly along N3114 a distance of approximately 5345.00 feet to station 53+45. To be known henceforth as County Road #3114.

PASSED, ADOPTED AND APPROVED at Ganado, Arizona on October 3, 2017.

APACHE COUNTY BOARD OF SUPERVISORS
/s/ Dr. Joe Shirley Jr.
Chairman of the Board

ATTEST:
/s/ Delwin Wengert, Clerk of the Board

Mr. Wengert requested approval of the demands as distributed to the Apache County Board of Supervisors between September 19, 2017 to October 3, 2017. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Payee Amount AMERICAN FAMILY LIFE ASSURANCE 1,085.03 APACHE COUNTY HSA 3,171.67 APACHE COUNTY MEDICAL 163,518.90 APACHE COUNTY TAX WITHHOLDING 143,879.60 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 96,680.71 COLONIAL LIFE AND ACCIDENT INS 1,281.28 CORRECTIONS OFFICER RET PLAN 6,981.22 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,396.19 EORP LEGACY 1,288.26 NATIONWIDE 1,955.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,699.10 PUBLIC SAFETY SHERIFF RET 53,053.10 SUPPORT PAYMENT CLEARINGHOUSE 1,942.91 ADHS AZ HEALTH CARE COST 22,400.00 ALLEGRA 8,048.64 ARIZONA STATE FORESTRY DIVISION 11,151.01 AVAYA COMMUNICATIONS 1,603.62 AZ COUNTIES INSURANCE POOL 1,787.90 AZ DEPT OF REVENUE 1,804.86 AZ STATE LAND DEPARTMENT 1,200.00 BAUMAN HOME AND

AUTO INC 2,110.85 BRADCO 33,235.16 CDW GOVERNMENT LLC 2,215.24 COURTESY CHEVROLET 91,365.82 D & H PETROLEUM & ENVIRONMENTAL SERVICES 1,056.90 DIAMOND DRUGS INC 6,296.08 EMPIRE MACHINERY 4,531.71 FLEET PRIDE 22,636.04 FRONTIER 1,051.92 GALL'S INC 1,739.66 GALLUP CUSTOM TINTING 1,705.93 GOVERLAN INC 1,200.00 HAMBLIN LAW OFFICE PLC 8,500.00 HAWKER AND EVANS ASPHALT CO 12,738.98 HILLYARD/FLAGSTAFF 3,850.83 HOME DEPOT 2,956.75 INGRAM LIBRARY SERVICES 2,813.89 JOHNSON APPRAISAL GROUP PLLC 1,245.33 LATHAM, MICHAEL 1,080.60 MERRILL, DAYSON 1,149.91 MO MONEY ASSOCIATES LLC 7,816.28 NATIONAL BUSINESS FURNITURE 8,051.01 NAVAJO TRIBAL UTILITY AUTHORITY 1,433.51 NAVOPACHE ELECTRIC COOPERATIVE 4,552.84 PIMA COUNTY MEDICAL 2,300.00 PITNEY BOWES 1,680.94 QUALITY READY MIX INC 2,685.65 QUILL CORP 3,868.75 RDO EQUIPMENT CO 14,014.00 REIDHEAD SAND AND ROCK 1,619.88 RICHARD M SAMUELS PHD PLC 3,500.00 ROCKWERX INC 5,975.00 SAFETY KLEEN 1,243.16 SANOFI PASTEUR INC 3,377.73 SECURUS TECHNOLOGIES INC 1,110.08 SOUTHERN FOLGER DETENTION EQUIPMENT CO 1,375.00 ST JOHNS CITY 6,302.80 SUMMIT HEALTHCARE MEDICAL ASSOCIATES 1,114.00 TATES AUTO CENTER OF GALLUP 2,783.75 THOMSON REUTERS WEST 1,490.22 VERIZON WIRELESS 1,474.19 WOODLAND BUILDING CENTER 2,834.35 CRIBS FOR KIDS INC 1,759.73 HOLGATE, JOE 1,917.70 AMAZON COM INC 3,477.85 AZ BRAKE & CLUTCH SUPPLY 1,433.51 AZ STATE LIBRARY ARCHIVES & PUBLIC RECORDS 8,362.02 AZ SUPREME COURT 19,500.00 AZ SUPREME COURT 2,625.00 AZ SUPREME COURT 3,750.00 BRADCO 4,206.47 CATERPILLAR FINANCIAL SERVICES CORPORATION 59,420.69 CHANGEPOINT INTEGRATED HEALTH 9,900.00 CONTINENTAL COMPUTERS 1,490.40 EM WHITING HOMESTEAD INC 5,130.00 ERNIES FIRE EXTINGUISHER 12,900.00 GOLDTOOTH PRECISION SOLUTIONS INC 1,312.50 GUINN, RICHARD C 1,650.00 HOME DEPOT 4,300.77 INGRAM LIBRARY SERVICES 1,041.57 JOHNSON, CASSANDRA MAE 1,825.00 KONICA MINOLTA 5,352.38 LATHAM, MICHAEL 5,260.89 NATIONAL BUSINESS FURNITURE 1,865.32 NAVAJO TRIBAL UTILITY AUTHORITY 1,315.40 NAVOPACHE ELECTRIC COOPERATIVE 12,032.27 NORCHEM DRUG TESTING LABORATORY 1,354.70 ORIENTAL TRADING COMPANY 1,847.16 PENA, NATASHA 1,825.00 PITNEY BOWES RESERVE ACCOUNT 5,000.00 QUILL CORP 2,590.37 RICHARD M SAMUELS PHD PLC 3,500.00 RIM COUNTRY MECHANICAL 5,577.00 RUSH TRUCK CENTER 1,828.96 SOURCEHOV 1,308.00 STAPLES CREDIT PLAN 3,213.83 SW ECOLOGY LLC 4,444.68 THOMSON REUTERS WEST 1,426.92 TJP COMMUNICATIONS 2,415.94 US POSTMASTER 1,500.00 VANDEMARK, RACHEL 4,002.87 VERIZON WIRELESS 1,827.77

Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. Vote was unanimous.

Brandon Eagar, Chief Deputy Sheriff, on behalf of Emergency Management, requested approval of the updated Emergency Operations Plan and a copy of the Emergency Operations Plan is available on the County website and in the County Manager's Office. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shepherd stated he would like this as a topic on an upcoming work session because the mitigation plan does not serve all of Apache County and he is working on several grants and the audits are disallowing up to move forward with the grants and he is wanting to know when we will be able to get through those audits. Mr. Shepherd stated

the mitigation plan needs to be looked at for the entire county. Mr. Shepherd stated there needs to be a discussion on how to get around the Navajo Nation requirements and be able to respond to emergencies throughout Apache County and the process needs to be improved. Chief Eagar stated the Mitigation Plan is a separate plan from the Emergency Response Plan which is before the board for consideration today and is aware District II has submitted a couple applications and if the mitigation plan is approved, and the audits are up to date, that will allow those applications to move forward. Mr. Shamley stated if there is a work session on this issue, that would provide the Board with the information on the process when the Board enacts a declaration of emergency because right now, we can't do anything until the Navajo Nation declares a state of emergency. Mr. Shepherd stated it needs to be made an easier process so the reimbursement can be collected. Mr. Shamley stated on the work session agenda today is an item for Apache County goals and he would entertain laying out our objectives and concerns during that work session so we can begin working on a solution. Chief Eagar stated that would be good because his office needs that coordination due to the fiscal tracking associated with reimbursements during an emergency. Vote was unanimous.

Mr. Wengert requested approval of a letter of support respectfully requesting the Congress of the United States to immediately provide full funding for the Payment-In-Lieu-of-Taxes for Fiscal Year 2018 and the Secure Rural Schools Program for Fiscal Years 2016 and 2017. Mr. Wengert stated if the Secure Rural School funding isn't passed, the County will lose approximately \$800,000 which will be passed on to the school districts that have forests within their boundaries and the PILT will drop \$336,000 which is a portion of the County's general fund. Mr. Shamley moved approval to send the letters, seconded by Mr. Shepherd. Vote was unanimous.

Chairman Shirley opened the floor for call to the public.

Isabell Shondee, a resident of Apache County expressed her concern with North Mesa road, a BIA road and wanted to know who was responsible for maintaining the roads because it needs to be paved for safety issues. Ms. Shondee stated she is hoping BIA, NDOT and the County work together to fix the road in a future project. Chairman Shirley stated this resident is in District II so he will leave that up to Mr. Shepherd's office to follow up.

There was no one else wanting to address the Board during call to the public.

Mr. Shepherd moved to go into executive session regarding the item for a possible executive session for personnel matters pursuant to A.R.S. 38-431.03 (A)(1) and/or for legal advice pursuant to A.R.S. 38-431.03(A)(3), discussion and possible action of continued employment of the Apache County Manager and Clerk of the Board, Delwin Wengert, including possible changes to the terms of employment ranging from a raise in salary to potential discipline, up to and including termination of employment. Mr. Shamley seconded the motion. Mr. Wengert requested he be allowed to go into executive session to see what the issues are. Chairman Shirley granted Mr. Wengert's request. Vote was unanimous.

Executive session was held.

Chairman Shirley reconvened the meeting.

Mr. Shepherd moved to end the executive session, seconded by Mr. Shamley. Vote was unanimous.

Mr. Shepherd moved to table the items regarding discussion and possible action of continued employment of the Apache County Manager and Clerk of the Board, Delwin Wengert, including possible changes to the terms of employment ranging from a raise in salary to potential discipline, up to and including termination of employment. Mr. Shamley seconded the motion. Vote was unanimous.

Mr. Shirley stated he would not be able to attend the work session since he had to head to another meeting. Mr. Shepherd recommended to postpone and reschedule the work session since he also had another meeting to get to. **Mr. Shepherd moved to defer the work session, seconded by Mr. Shamley.** Marleita Begay, County Treasurer, stated she was not aware of the work session today and asked the elected officials be invited when the work session is rescheduled. Vote was unanimous.

Mr. Shepherd moved to adjourn, seconded by Mr. Shamley. Vote was unanimous.

Approved this 7th day of November 2017.

Joe Shirley, Jr.
Chairman of the Board

Ryan Patterson
Interim Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2015

Submitter's Name: (Individual, Organization, or County Department)

Apache County Treasurer

Date/Signature: 10/24/2017

M. Begay

Describe in detail what you want to say to the Board and what action you want the Board to take:

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1). Total tax to be abated: 311.76. Total Interest to be abated: 88.07; Total fees to be abated: 0. For a total of 399.83. For a list of parcels included in the abatement, see the attached backup.

BOS Meeting Date Requested November 7, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

Beth Bond

From: David Romero
Sent: Tuesday, October 24, 2017 7:34 AM
To: Beth Bond
Cc: Joe Young; Marleita Begay
Subject: Treasurer Agenda for 11/7/2017
Attachments: 2017_10_24_07_24_45.pdf

Beth,
Attached is an abatement agenda that we would like to see as a consent agenda for 11/7/2017. Please let me know if anyone has questions.

Thank you.



David Romero

Chief Deputy Treasurer

Apache County

P : (928)337.7629 Fax: (928)337.4686

C : (480)734.5162

dromero@co.apache.az.us

"Investing and Protecting Our Financial Future"



Apache County Treasurer Certificate of Removal and Abatement

November 7, 2017

AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	ARS
240	M0400046	20130069B	JAMES L PETERS	SERIAL: ZA6445/6 YEAR: 1988 MAKE: ZIEMAN SIZE: 24X60 Section: 8 Township: 9N Range: 29E COM SW COR N1520.28' TO POB NELY370.87 NELY 590.96 NELY468.86' WLY TO W4 COR SEC 8 SLY TO POB & BEG CW 1/16 COR S 55.04' E231.65' SELY81.59' E111.27' NELY310' NWLY550' NWLY416.98' TO N/S 1/16 LINE S TO CW 1/16 COR AND THE POB NE 1/16 COR SEC 8 S TO A POINT 472.64' NORTH CE 1/16 COR W 100' NWLY 518.91' SWLY417.17' NWLY682.55' NWLY67.69' E TO NE 1/16 COR AND POB BEG SE COR SEC 8 W1320' S1320' W1320' S1320' W1748.16' N 169.24' NMMJ V. J.A.C. G.A. M	2011	\$ 91.74	\$ 88.07	\$ -	\$ 179.81	42-18351(1)
241	R0007469	105010011	WENIMA DEVELOPMENT L		2017	\$ 220.02	\$ -	\$ -	\$ 220.02	42-18351(1)
Sub-Total of Personal Property					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Apache County Treasurer
Certificate of Removal and Abatement

Total \$ 311.76 \$ 88.07 \$ - \$ 399.83

Dr. Joe Shirley Jr.
Board Chairman

Date

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number M0400046
Assessed To

Parcel 20130069B
PETERS JAMES L
HC 30 BOX 2535
CONCHO, AZ 85924-9454

Legal Description

Situs Address

SERIAL: ZA6445/6 YEAR: 1988 MAKE: ZIEMAN SIZE: 24 X 60

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2011	\$91.74	\$88.07	\$0.00	\$0.00	\$179.81
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Tax Charge					\$179.81
Grand Total Due as of 10/24/2017					\$179.81

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to www.co.apache.az.us/treasurer

To pay by phone with a live operator call 1-888-891-6064

Interest the 1st of every month

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0007469

Parcel 105010011

Legal Description

Situs Address

Section: 8 Township: 9N Range: 29E COM SW COR N1520.28' TO POB NELY370.87' NELY 390.96' NELY468.86' WLY TO W4 COR SEC 8 SLY TO POB & BEG CW 1/16 COR S 55.04' E231.65' SELY81.59' E111.27' NELY310' NWLY350' NWLY416.98' TO N/5 1/16 LINE S TO CW 1/16 COR AND THE POB NE 1/16 COR SEC 8 S TO A POINT 472.... Additional Legal on File

Account: R0007469
 WENIMA DEVELOPMENT LLC
 603 S COLCORD ST #1A
 PAYSON, AZ 85547

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2017	\$220.02	\$0.00	\$0.00	\$0.00	\$0.00	\$220.02
2016	\$208.64	(\$208.64)	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$200.06	(\$200.06)	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$195.90	(\$195.90)	\$15.67	\$5.00	(\$20.67)	\$0.00
2013	\$178.52	(\$178.52)	\$14.28	\$5.00	(\$19.28)	\$0.00
2012	\$182.98	(\$182.98)	\$21.42	\$35.29	(\$56.71)	\$0.00
2011	\$206.34	\$0.00	\$5.50	\$10.32	(\$222.16)	\$0.00
2010	\$240.24	\$0.00	\$6.40	\$12.01	(\$258.65)	\$0.00
2009	\$259.21	\$0.00	\$6.92	\$12.96	(\$279.09)	\$0.00
2008	\$11,149.63	\$0.00	\$1,858.27	\$557.48	(\$13,565.38)	\$0.00
Total Tax Charge						\$220.02
Lien						
2014 Lien: 105010011_00087434	\$216.57	\$0.00	\$21.66	\$0.00	(\$238.23)	\$0.00
2013 Lien: 105010011_00087434	\$197.80	\$0.00	\$39.56	\$0.00	(\$237.36)	\$0.00
2012 Lien: 105010011_00087434	\$145.13	\$0.00	\$35.07	\$0.00	(\$180.20)	\$0.00
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Lien						\$0.00
GRAND TOTAL						\$220.02
Grand Total Due as of 10/23/2017						\$220.02

Tax Billed at 2017 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY FLOOD CONTROL	0.0008450000	\$3.26	Total	\$0	\$0
Taxes Billed 2017	0.0008450000	\$3.26			

Tax Billed at 2017 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
WHITE MTN HEALTH CARE DIST	0.0045500000	\$17.55	AGRICULTURAL	\$54,889	\$8,233
APACHE COUNTY FD ASSISTANCE	0.0008240000	\$3.18	REAL PROPERTY		
APACHE COUNTY LIBRARY DIST	0.0030940000	\$11.94	Total	\$54,889	\$8,233
APACHE COUNTY LIBRARY BOND	0.0012210000	\$4.71			

Statement of Taxes Due

APACHE COUNTY TREASURER

Authority	Tax Rate	Amount
APACHE COUNTY JAIL DIST	0.0019960000	\$7.70
APACHE COUNTY JAIL DIST - J	0.0008970000	\$3.46
APACHE COUNTY PUBLIC HEALTH	0.0025000000	\$9.65
NORTHERN AZ VIT	0.0005000000	\$1.93
APACHE COUNTY POST SECONDAR	0.0014000000	\$5.40
SD #10 BUDGET OVERRIDES	0.0026630000	\$10.27
APACHE COUNTY JR COLLEGE TU	0.0037500000	\$14.47
SD #10 CLASS B BONDS	0.0007820000	\$3.02
Taxes Billed 2017	0.0241770000	\$93.28

Tax Billed at 2017 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY	0.0058570000	\$22.60	AGRICULTURAL REAL PROPERTY	\$25,719	\$3,858
APACHE COUNTY SCHOOL EQUALI	0.0048750000	\$18.81			
SD #10 ROUND VALLEY UNIFIED	0.0180400000	\$69.60	Total	\$25,719	\$3,858
SD #10 MINIMUM SCHOOL TAX	0.0032330000	\$12.47			
Taxes Billed 2017	0.0320050000	\$123.48			

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to www.co.apache.az.us/treasurer

To pay by phone with a live operator call 1-888-891-6064

Interest the 1st of every month

Apache County Assessor
 PO Box 770
 St. Johns, AZ 85936

ANNUAL NOTICE OF VALUE
 THIS IS NOT A TAX BILL



OWNER:

WENIMA DEVELOPMENT LLC
 603 S COLCORD ST #1A
 PAYSON AZ 85547

Rodger Dahozy
 Apache County Assessor

Key Code: DJQKSX7K



Tax Year: 2016	Account Number: R0007469	Parcel Number 105-01-0011	Notice Date: 02/26/2015	Petition Deadline: 04/27/2015
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Dear Property Owner:

In accordance with A.R.S. § 42-19006 the County Assessor is required to send you an annual Notice of Value for your property. The Assessor is pleased to announce you now have the option to receive your Notice of Value via e-mail. To register for e-notification please log on to <http://www.co.apache.az.us/Departments/Assessor/Assessor.htm>, complete a parcel information search to locate your account. Click Verify E-Mail on the left hand side of the page. Enter your Key Code (printed at the top of this Notice), e-mail address and hit Submit. If you need assistance or have any questions please contact the Assessor's office and we will be glad to assist you.

FULL CASH VALUE (FCV): Full Cash Value for property tax purposes means the value determined as prescribed by statute. If no statutory method is prescribed, full cash value is synonymous with Market Value. Market Value is the estimate of value that is derived annually by using standard appraisal methods and techniques.

LIMITED PROPERTY VALUE (LPV): Limited Property Value is the basis for the assessment of property taxes. Limited Property Value is constrained in the amount by which it can be increased each year and it cannot exceed the Full Cash Value.

For **IMPORTANT INFORMATION** regarding legislative changes affecting limited property value please see the reverse side of the Notice. The **LIMITED PROPERTY** assessed value is divided by 100 and is multiplied by the tax rate to determine property taxes owed. This is not a tax bill. The Treasurer will send you the tax bill in September.

Legal Description: COM 8W COR SEC 8 T8N R28E N123.23' TO POB HELY370.87 HELY 896.84 HELY488.31' WLY TO W4 COR SEC 8 SLY TO POB & BEG CW 1/16 COR 8 SE84' E231.67' SELY31.31' E111.27' HELY311' NWLY555' NWLY416.54' TO NS 1/16 LNE 8 TO CW 1/16 COR AND THE POB ME 1/16 COR SEC 8 S TO A POINT 473.64' NORTH CE 1/16 COR W 180' NWLY 518.81' SWLY 417.17' NWLY 283.85' NWLY 187.09' TO ME 1/16 COR AND POB BEG BE COR SEC 8 W1339' W1339' W1339' W1748.18' N 128.33' NWLY 468.84' N 147.32' NWLY 706.75' NWLY 123.03' W143.80' NWLY 798.80' NWLY 283.84' NWLY 187.11' NWLY 109.17' NWLY 191.11' HELY ALONG CURVE 417.27' HELY 184.45' HELY 417.27' HELY 423.33' HELY ALONG A CURVE 310.84' HELY 248.36' NWLY 114.80' HELY 237.41' HELY 284.78' ELY 101.84' WLY 724.16' SLY 330' HELY 448' SLY 482.85' SELY 283.21' SELY 287.84' TO EAST BORDER OF SEC 8 SOUTH TO BE COR SEC 8 & THE POB ELY FOR N SW4, SEC 8 LOTS WITHIN NW1/4 VLS AMND. LOTS 93-112 & TRACT M.

FULL CASH VALUE				
2015 Value			2016 Value	
	Legal Class	Value	Legal Class	Value
Land	02.R	23,328	02.R	54,889
Buildings				
FCV	02.R	23,328	02.R	54,889

LIMITED PROPERTY VALUE								
2015 Value					2016 Value			
	Legal Class	Value	Asst Ratio	Assessed Value	Legal Class	Value	Asst Ratio	Assessed Value
LPV	02.R	23,328	.160	3,732	02.R	24,494	.150	3,674

If you disagree with your property's Full Cash Value or Legal Class, you may file a petition with the County Assessor within 60 days of the Notice Date. A PETITION FOR REVIEW OF REAL PROPERTY VALUATION, with filing instructions, can be obtained from the Assessor's Office by telephone, at www.co.apache.az.us, by mail or in person. Completed petitions for the Notice of Value must be filed with the County Assessor by the PETITION DEADLINE listed on the front of this notice. United States Postal Service postmark is evidence of the date the petition is filed.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE of claims ("Agreement") is entered into by and between Apache County, a political subdivision of the State of Arizona (the "County") and Wenima Development, LLC an Arizona limited liability company ("Claimant").

WITNESSETH:

WHEREAS, Claimant disputes the assessed classification made by the County in reference to certain property owned by Claimant both currently, and in previous years; and

WHEREAS, the County believes that Claimant's demand that County return previously paid taxes is legally insufficient; and

WHEREAS, the parties wish to settle all disputes which may exist between them; and

WHEREAS, the parties have agreed to certain settlement terms; and

WHEREAS, the parties have agreed to enter into this Settlement Agreement and General Release,

NOW, THEREFORE, for the consideration established in this Agreement, the sufficiency of which is hereby agreed to by the parties, the parties agree as follows:

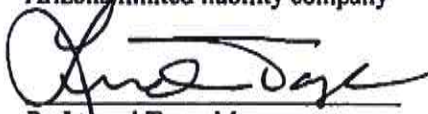
- A. The County and Claimant agree that Claimant's real property located near Springerville, Arizona and described in Exhibit A hereto (the "Real Property"), shall be classified as Agricultural for the current year, and for all years since 2003. County and Claimant agree that County has previously refunded Claimant with overpayment of taxes for tax years 2010, 2011, 2012, such amount representing the excess real property tax based for those years due to Claimant's property not being classified as Agricultural. Additionally, County and Claimant agree that for the tax years 2003, 2004, 2005, 2006, 2007, 2008, and 2009, Claimant shall be credited the difference between the amount actually taxed, and the amount that would have been taxed had the Real Property been classified as Agricultural, that amount equaling \$76,629.37. This amount shall be credited to future tax bills that become due and owing by Claimant, but shall not be refunded in cash. County's obligation to credit said amount shall be forgiven in its entirety in the event Claimant sells or otherwise becomes dispossessed of the entirety of the Real Property. The credit contemplated in this agreement is a negotiated settlement, and does not run with the land. However, as long as claimant retains ownership of any portion of the Real Property, and the property is used for agricultural purposes or in the same manner as its current use, the Real Property shall continue to be classified as agricultural.
- B. Claimant for himself, his heirs, executors, administrators, assigns, and successors, agrees as follows:

1. To forever fully release, remise, acquit and discharge the County, Apache County, and its and their predecessors and successors, and its agents, attorneys, employees and assigns (hereafter collectively referred to as ("Releases")), and covenant not to sue or otherwise institute or cause to be instituted or any way participate in (except at the request of the County) legal or administrative proceedings against Releases with respect to any matter, including, without limitation, any matter arising out of or connected with any dispute relating to property classification or valuation for the tax year 2013 or earlier and causes of action of every nature, kind and description, in law, equity, or otherwise which heretofore do or may exist.
 2. That it is waiving any rights it may have had or now has to pursue any and all remedies available to it under any cause of action in relation to the classification of the Real Property for 2013 or any preceding years.
 3. That Claimant will not, except as may be mandated by statutory or regulatory requirements or as may be required by legal process, disclose to others the fact or terms of this settlement, the amounts or terms referred to in this Agreement, or the fact of settlement or the existence of a dispute, including the facts giving rise to the dispute. Claimant understands that this covenant of non-disclosure is a material inducement to the County for the making of this settlement and that, for the breach thereof the County will be entitled to pursue its legal and equitable remedies, including, without limitation, the right to seek injunctive relief.
 4. Nothing in this Section B shall prevent either party to initiate a court action or otherwise sue to enforce the provisions of this Agreement.
- C. The County and Claimant, for itself, any owner or member, any heirs, executors, administrators, assigns, and successors, jointly agree as follows:
1. That nothing contained in this Agreement shall constitute or be treated as an admission by County or Claimant of liability, of any wrongdoing, or of any violation of law.
 2. That if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce all remaining provisions to the extent permitted by law.
 3. That this Agreement shall bind and benefit Claimant's members, owners, administrators, successors, assigns, and each of them; it shall also bind and benefit the County and its successors and assigns.
 4. That this Agreement shall be deemed to have been entered into in the State of Arizona and shall be construed and interpreted in accordance with the laws of that state.
 5. That each party hereby agrees that, even in the event facts or laws used to reach the settlement constituting the basis of this Agreement may change, or be revealed to be different than currently understood, this Agreement shall be and will remain effective notwithstanding any such difference in fact or change in law.

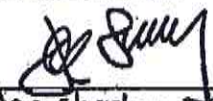
6. That this Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

7. That they have read and understand this Agreement, and that they affix their signatures hereto voluntarily and without coercion.

Wenima Development, LLC, an
Arizona limited liability company


By Leonard Toye, Manager

Apache County, a political subdivision
of the State of Arizona


By Joe Shirley Jr.
Its chairman

LEGAL DESCRIPTION

PARCEL NO. 1:

That portion of Section 8 and 17, Township 9 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap stamped "¼ S.8/S.9-1986 LS 13014;
THENCE: S 02°38'49" W Measured, (South 02°38'29" West Record) along the East line of said Section 8, a distance of 1839.68 feet (Measured) (1839.55 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped -LS 13014, being the POINT OF BEGINNING;
THENCE: Continuing S 02°38'59" W Measured, (South 02°38'29" West Record) along said East line, 745.68 feet Measured, 745.52 feet (Record) to the Southeast corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap stamped "T.8 N. R.29 E. S.8/S.9-S.17/ S.16-1986 LS 13014",
THENCE: S 89°24'16" W Measured, (South 89°50'00" West Record) along the South line of said Section 8, a distance of 1329.40 feet Measured, (1329.25 feet Record) to the East 1/16 corner common to said Section 8 and 17, being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped E-1/16 S.8/S.17-LS 13014;
THENCE: S 00°00'57" E 1307.14 feet Measured (South 00°00'10" East 1305.65 feet Record) to the North East 1/16 corner of said Section 17 being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped NE1/16 S.17- LS 13014;
THENCE: S 89°28'45" W 1330.97 feet Measured (South 89°25'43" West 1330.85 feet Record) to the Center North 1/16 corner of said Section 17, being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped C-N1/16 S.17-LS 13014;
THENCE: S 00°05'56" W 1304.51 feet Measured (South 00°04'25" West 1304.65 feet Record) to the center of said Section 17, being a 5/8" Rebar with a 2" Aluminum Cap stamped "T.9 N. R.29 E. C-¼ S.17-1 LS 13014";
THENCE: S 89°28'36" W Measured (South 89°28'20" West Record) along the East-West midsection line of said Section 17, a distance of 1773.50 feet Measured (1773.06 feet Record) to the Southwest corner of Lot 194, Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona being a 5/8" Rebar;
THENCE: N 00°15'47" West 169.41 feet Measured (North 00°31'40" West 169.24 feet Record) to the back angle point corner of Lot 193 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;
THENCE: N 29°19'21" W 445.25 feet Measured (North 29°11'19" West-Deed 445.64 feet North 29°19'11" West-Plat Record) to the NW corner of Lot 190 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;
THENCE: N 04°03'59" E 147.73 feet Measured (North 04°07'31" East 147.32 feet Record) to the NW corner of Lot 189 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;
THENCE: N 20° 31'08" W 707.00 feet Measured (North 20° 36'30" West 706.78 feet Measured) to the SW corner of Lot 168 (NW corner of Lot 189 Record), of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 37°19'06" W 122.93 feet Measured (North 37°19'54" West 123.03 feet Record) to the SW corner of Lot 169 (SE corner of Lot 169 Record) of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 89°29'40" W 161.62 feet Measured (North 89°13'25" West 162.59 feet Record) to the SW corner of Lot 170 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 15°51'29" W 290.98 feet Measured (North 15°42'24" West 290.09 feet Record) to the NW corner of Lot 172 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 14°46'31" E 253.07 feet Measured (North 14°44'00" East 252.94 feet Record) to the NW corner of Lot 174 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 29°11'59" E 187.02 feet Measured (North 29°16'05" East 187.12 feet Record) to the NW corner of Lot 176 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 01°44'27" E 60.27 feet Measured (North 01°41'24" East 60.45 feet Record) to the NW corner of Lot 177 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 04°26'21" East 109.40 feet Measured (North 04°29'15" East 109.17 feet Record) to NW corner of Lot 178 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 15°03'42" W 90.96 feet Measured (North 15°04'25" East 91.10 feet Record) to the SW corner of Lot 134 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857 and a PC of a non-tangent curve to the right, concave to the SE, having a central angle of 25° 40' 43", a radius of 931.52 feet (Measured & Record) and a radial bearing into the PC of N 89°42'20" W;

THENCE: Northeasterly along the arc of said curve, 417.49 feet Measured (417.52 feet Record) to the NW corner of Lot 131 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 29°02'52" E 104.49 feet Measured (North 29°10'58" East 104.45 feet Record) to the Northwest corner of said Lot 130, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 17°17'15" E 427.65 feet Measured (North 17°13'48" East 472.83 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 48°07'32" E 423.43 feet Measured (North 48°10'38" East 423.33 feet Record) to a 1/2" Rebar with a Brass Tag Stamped RLS 13014 and the most Westerly corner of Parcel No. 2 described in Docket 755, page 147 and being a point on a non-tangent curve to the left, concave to the NE, having a central angle of 08° 04' 05", a radius of 1500.00 feet (Measured & Record) and a radial bearing into the PC of S 32°17'42" W;

THENCE: Southeasterly along the arc of said curve, 211.22 feet Measured (210.64 feet Record);

THENCE: N 50°51'50" E 345.26 feet Measured (North 50°55'38" East 345.26 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 38°38'45" W 114.26 feet Measured (North 38°34'57" West 114.05 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 61°36'28" E 527.53 feet Measured (North 61°32'15" East 527.41 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 25°01'37" E 394.90 feet Measured (North 24°55'07" East 394.78 feet Record) to the most Southwesterly corner of Parcel No. 1 described in Docket 755, page 147, to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 84°57'50" E 102.66 feet Measured (North 84°51'36" East 102.68 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: S 80°01'39" E 723.95 feet Measured (South 80°02'20" East 724.77 feet Record) to the center of the cul-de-sac on Jeremy's Point as shown on the plat of said Wenima Village Amended, being a 1/2" Rebar with Plastic cap Stamped TABOR-RLS 19857;
THENCE: N 50°14'56" E 198.20 feet Calculated (North 50°14'53" East 198.20 feet Record) to the NW corner of that Parcel 2, as described in the instrument recorded in Book 930, Pages 447-449;
THENCE: S 07°45'19" E along the Westerly line of said Parcel 2, a distance of 299.97 feet Calculated (S 07°45'19" E 300.00 feet Record) to the SW corner of said Parcel 2;
THENCE: N 50°14'53" E along the Southerly line of said Parcel 2, a distance of 439.97 feet Calculated (North 50°14'53" East 440.00 feet Record) to the SE corner said Parcel 2;
THENCE: N 07°45'19" E along the Easterly line of said Parcel 2, a distance of 299.97 feet Calculated (N 07°45'19" E 300.00 feet Record) to the NE corner of said Parcel 2;
THENCE: N 50°14'56" E 42.59 feet Calculated Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 58°53'44" E 341.96 feet Measured (North 58°54'47" E 341.78 feet Record) to a point on the Westerly line of that Parcel No. 1 as described in the instrument recorded in Book 765, Pages 355--358, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: S 31°05'02" E, along said Westerly line, 60.03 feet Measured (South 31°05'13" East 60.00 feet Record) to the SW corner of said Parcel No. 1 and a point on the Northwesterly line that Parcel No. 2 as described in the instrument recorded in Docket 932, Pages 41-42, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: S 58°54'01" W, along said Northwesterly line, 341.94 feet Measured (South 58°54'47" West 341.78 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: S 07°45'17" E, along the Westerly line of said Parcel No. 2, a distance of 300.68 feet Measured (South 07°45'19" East 300.81 feet Record) to the NE corner of that Parcel No. 1 as described in the instrument recorded in Docket 932, Pages 41-42, being a 1/2" Rebar with Brass Tag Stamped RLS 24516;
THENCE: S 50°16'13" W, along the Northwesterly line of said Parcel No. 1, a distance of 301.16 feet Measured (S 50°14'53" W 301.23 feet Record) to the NW corner of said Parcel No. 1, being a 1/2" Rebar with Brass Tag Stamped RLS 24516;
THENCE: S 07°45'19" E, along the Westerly line of said Parcel No. 1, a distance of 506.22 feet Measured (South 07°45'19" East 506.25 feet Record) to a point on the centerline of Wenima Way of Wenima Village Amended, according to Book 8 of Townsite Maps, Pages 2 through 7, records of Apache County, being the SW corner of said Parcel No. 1 and a 1/2" Rebar with Brass Tag Stamped RLS 24516;

THENCE: N 68°06'04" E (Record & Measured) along said centerline of Wenima Way, 270.99 feet Measured (271.00 feet Record) to a point on the Westerly line of that Parcel No. 2, as described in the instrument recorded in Docket 932, Pages 41-42;

THENCE: S 18°42'37" E along said Westerly line, 490.68 feet Measured (South 18°42'52" East 490.78 feet Record), to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 70°44'46" E along the Southerly line of said Parcel No. 2, a distance of 643.72 feet Measured (South 70°45'10" East 643.92 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 76°56'27" E along said Southerly line, 1267.96 feet Measured (North 76°55'57" East 1267.65 feet Record) to the **POINT OF BEGINNING**.

AND that portion of Wenima Way, Daniel Drive and Courtney Lane of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within Parcel No. 1 as described in the instrument recorded in Book 932, Pages 41-42, A.C.R.;

AND that portion of Wenima Way, Meadow Lane, Pueblo Lane and Jeremy's Point of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within that Parcel as described in the instrument recorded in Docket 708, Pages 208-216, A.C.R.;

AND that portion of Daniel Drive and Courtney Lane of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within Parcel No. 2 as described in the instrument recorded in Book 930, Pages 447-449, A.C.R.;

EXCEPT Lots 93 through 112 and Tract M, Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona;

EXCEPT that Parcel as described in the instrument recorded in Document 2001-10106 of records of Apache County, Arizona;

ENCLOSES 12,475,193. SQ.FT. / 286.39 ACRES

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 2

That portion of the SW ¼ of the NW ¼ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

BEGINNING at the West quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped "T.9 N. R.29 E. ¼ S.7/S.8-1986 LS 13014;

THENCE: N 89°38'16" E Measured (North 89°38'03" East Record) along the East-West midsection line of said Section 8, a distance of 812.97 feet Measured (812.87 feet Record) to a point which bears S 89°38'27" W a distance of 526.08 feet Measured (South 89°38'03" West a distance of 525.43 feet Record) from the Center West 1/16 corner of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped "MUTH LS 13014;

THENCE: S 57°24'55" W, leaving said East-West midsection line, 468.31 feet Measured (South 57°24'55" West 468.86 feet Record) to a 5/8" Rebar-NO ID;

THENCE: S 22°04'51" W 591.10 feet Measured (South 22°04'51" West 590.96 feet Record) a 1/2" Rebar with a Brass Tag Stamped RLS 24516;

THENCE: S 38°19'04" W 370.86 feet Measured (South 38°21'18" West 370.86 feet Record) to a point on the West line of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 01°46'56" E, along said West line, 1086.31 feet Measured (North 01°49'10" East 1086.30 feet Measured) to the **POINT OF BEGINNING**.

ENCLOSES 363,447. SQ.FT. / 8.34 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 3

That portion of the NW ¼ and the SW ¼ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped "T.9 N. R.29 E. ¼ S.7/S.8-1986 LS 13014;

THENCE: N 89°38'20" E 1339.05 feet Measured (North 89°38'03" East 1338.30 feet Record) to the Center West 1/16 corner of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped "S.8 CW 1/16 LS 13014 and the **POINT OF BEGINNING**;

THENCE: N 01°59'59" East Measured (North 02°01'25" East Record) along the North-South 1/16 line of said Section 8, a distance of 920.88 feet Measured (920.54 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014 and which bears S 01°59'26" W a distance of 380.04 feet Measured (South 02°01'25" West a distance of 380.04 feet Record) from the North West 1/16 corner of said Section 8;

THENCE: S 27°26'06" East Measured, leaving said North-South 1/16 line, 417.02 feet Measured (South 27°25'53" East 416.98 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: S 43°57'18" E 549.96 feet Measured (South 43°58'37" East 550.00 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: S 37°34'06" W 309.98 feet Measured (South 37°32'54" West 310.00 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: S 89°24'09" W 111.27 feet Measured (South 89°26'38" West 111.27 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: N 70°18'29" W 81.42 feet Measured (North 70°21'28" West 81.59 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: N 87°24'33" W 231.85 feet Measured (North 87°27'17" West 231.65 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 02°39'14" E 54.71 feet Measured (North 02°01'23" East 55.04 feet Record) to the POINT OF BEGINNING.

ENCLOSES 314,657. SQ.FT. / 7.22 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 4

That portion of the SOUTH 1/2 of the NORTH 1/2 of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

BEGINNING at the NE 1/16th corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped NE 1/16 S.8 LS 13014;
THENCE: S 02°25'48" W 821.77 feet Measured (South 02°26'05" West 822.51 Record) to the NE corner of that Parcel No. 1 as described in the instrument recorded in Book 783, Pages 431-436, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 89°24'32" W 100.20 feet Measured (North 88°52'16" West 100.00 feet Record) to the East corner of that Parcel described in the instrument recorded in Book 783, Pages 444-447, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 36°59'02" W, along the Northeasterly line of said Parcel, 518.89 feet Measured (North 37°00'21" East 518.91 feet Record) to the North corner of said Parcel being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: S 65°28'18" W, along the Northwesterly line of said Parcel, 416.73 feet Measured (South 65°26'56" West 417.17 feet Record) to the West corner of said Parcel being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 49°29'24" W 741.64 feet Measured (North 49°28'18" West 741.66 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: N 12°21'06" E 93.02 feet Measured (North 45°14'41" West 67.69 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
 THENCE: N 89°45'14" E 1370.30 feet Measured (North 89°45'28" East 1370.59 feet Record) to the **POINT OF BEGINNING**.

ENCLOSES 659,640. SQ.FT. / 15.14 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

AND

ALONG with a Sixty Foot (60') Easement for Road and Utilities located within the E. 1/2 of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 8;

THENCE: N 02°25'48" E 473.43 feet Measured (North 02°26'05" East 472.64 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 89°24'32" W 30.00 feet Measured (North 88°52'16" West 30.00 feet Record) to the **POINT OF BEGINNING** of the centerline of said Sixty Foot (60')

Easement, lying thirty feet (30') on each side of the following described centerline;

THENCE: S 02°25'48" W 456.82 feet Measured (South 02°26'05" West 456.32 feet Record);

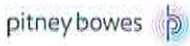
THENCE: S 57°31'15" W 674.44 feet Measured (South 57°31'41" West 674.43 feet Record) to a point on the Westerly line of that parcel described in the instrument recorded in Docket 783, Pages 431-436, A.C.R. and being the **END** of said centerline.

The sidelines of said Sixty Foot (60") Easement shall commence and terminate at the adjoiningers.

Project No. 12-069



EXPIRES 09-30-2017



WSCA/NASPO FMV Lease Option C Agreement Account #10

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
APACHE COUNTY	866000385

Sold-To: Address
 70 W 3RD S , SAINT JOHNS, AZ, 85936, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Zenica Hall	(928) 337-7500	0012425748

Bill-To: Address
 PO BOX 428 , SAINT JOHNS, AZ, 85936-0428, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Zenica Hall	(928) 337-7500	0012152049	zhall@co.apache.az.us

Ship-To: Address
 70 W 3RD S , SAINT JOHNS, AZ, 85936, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Zenica Hall	(928) 337-7500	0012425748

PO #
 NA

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES	SENDPRO C200, C300, C400
1	1E35	4" White Label Printer w/lifter base
1	1FXA	1FXA DM Series INVIEW Dashboard
1	1H00	CSD Commercial PSD
1	2H00	C Series Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAV	Cost Acctg Accounts Level (25)
1	APB1	COST ACCOUNTING DEVICES (2)
1	APKN	ACCOUNT LIST IMPORT/EXPORT
1	C400	SendPro C400
1	CAAA	Cost Accounting Bronze plan
1	DM3RKL	RETURN KIT FOR DM300 - LARGE
1	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker

1	HZ86002	SCALE OPENING COVER
1	MP00098	KIT-BACKLIT SCALE MOUNTED GRAPHICAL DISP
1	MP82	C Series Remote Display Scale
1	PTJ1	Postal Shipping
1	PTJA	SendPro Basic 1 User
1	PTJN	SINGLE USER ACCESS
1	PTK1	WEB BROWSER INTEGRATION
1	PTK2	CSD2 Integration
1	SJS4	C400 SOFTGUARD
1	STDSLA	Standard SLA-Equipment Service Agreement (for SENDPRO C200, C300, C400)
1	ZH02	10 LB WEIGHING OPTION FOR MP82 SCALE
1	ZH24	MANUAL WEIGHT ENTRY
1	ZH27	HZ02 65 LPM SPEED
1	ZHC4	SENDPRO C400 BASE SYSTEM IDENTIFIER
1	ZHD5	USPS RATES WITH METERED LETTER
1	ZHD7	E CONF SERVICES FOR METERED LTR. BDL
1	ZHD8	E CONF SERVICES FOR STAMPED LTR. BDL
1	ZHD9	RETAIL GROUND LOR

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 135.11	\$ 405.33

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897
State/Entity's Contract #

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information


Danloy Rowe	danloy.rowe@pb.com
Account Rep Name	Email Address

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Community Development

Date/Signature: 10/23/17 

Describe in detail what you want to say to the Board and what action you want the Board to take:

Consent Agenda - Consideration and possible approval of a Conditional Use Permit (C.U.P.) allowing Verizon Wireless to place a 125' rusticated monopole wireless communications tower within a 30'x 30' compound on a 120-acre parcel near highway 180/191. Property is located on private land south of Springerville, AZ on Picnic Creek road. A.P.N. 104-26-003C. The Planning & Zoning commission unanimously approved the C.U.P on October 5, 2017. Planning & Zoning recommends approval.

BOS Meeting Date Requested: November 7, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials 

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER
2017-34 Verizon cell tower Picnic Creek RdAPPLICANT/PROPERTY OWNER
Reg Destree for Verizon WirelessPUBLIC HEARING DATE
November 7, 2017PROPERTY ADDRESS/LOCATION
2342 E. Picnic Creek Rd, Eagar AZ

BRIEF SUMMARY OF REQUEST

Verizon Wireless wants to put up a 125 ft monopole cell tower on Picnic Creek hill that overlooks Round Valley. Its placement is far from any homes other than the property owner's home. The monopole would be rusticated and all attachments will be painted brown to reduce visual impacts.

This location was chosen to fill in the coverage gap between Nelson Reservoir and Eagar.

See attached maps

MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Residential/Agricultural	Ag General; National Forest	House, barn	120 Acres

STAFF RECOMMENDATION

COMPATIBILITY with the COMPREHENSIVE PLAN

The area is technically in the Community Village character area, but the unique characteristics of the property make it more of an isolated vista overlooking town. Placing a tower there has no apparent conflict with the Comprehensive Plan

PROPERTY INFORMATION

This large parcel, with its isolation due to steep topography, surrounded by national forest, and hilltop location make it a suitable property for a communication tower.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

Structures over 35 feet are allowed in the Ag General Zone only through a Conditional Use Permit, which allows the Commission and Board of Supervisors to establish conditions that protect the health, safety, and welfare of surrounding properties and community.

Recommendation - Approve

The Planning & Zoning Commission unanimously recommended approval of this project after reviewing the application and questioning the applicant during the public hearing. Surrounding neighbors were notified, but none responded; and no objections from the public were brought up at the public hearing. Verizon's agent, Reg Destree, will be at the Board of Supervisor's meeting in case the Board has any questions about this project.



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Reg Destree for Verizon Wireless
 Mailing Address Destree Development
22831 N. 21st St
Phoenix, AZ 85024
 Contact Person Reg Destree
 Phone (602) 349-6930 Fax _____
 Email reg.destree@rlsusa.com

PROPERTY INFORMATION

Assessor's Parcel # 104-26-003C
 Township 8N Range 29E Section 12
 Subdivision _____
 Unit # _____ Lot # _____
 Address/Location 2342 E. Picnic Creek Rd
Eagar, AZ 85925
 Existing Zoning AG
 Existing Land Use Home/Stables
 Lot Size 120 Acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
Placement of new 125' rusticated
monopole wireless communications
facility within 30' x 30' compound

Temporary Use: ___ Yes X No

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property.
- Seventeen copies of all plans and drawings.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant Reg Destree Date 8/24/17

Signature of Property Owner (if not the applicant)
 Please See Attached LOA Date _____

OFFICE USE ONLY

Received By Spearce Date 8/24/17
 Receipt # 154826 Fee 500.00
 Permit # 2017-34
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions (see attachments) Denied
 Resolution # _____ Date _____
 Chairman _____ Date _____

BOARD ACTION

Approved with Conditions (see attachments) Denied
 Ordinance # _____ Date _____
 Supervisor _____ Date _____

April 19, 2016



The materials available at this web site are for informational purposes only and do not constitute a legal document.

LETTER OF AUTHORIZATION

APPLICATION FOR ZONING/BUILDING PERMITS/LAND USE ENTITLEMENTS

Site Name: AZ3 Big Foot

Property Address: 2342 E. Picnic Creek Road, Eagar, AZ 85925

Assessor's Parcel Number: APN 104-26-003C

I, Robert H. White, as Co-Trustee of the Robert and Kelley White Family Trust,

the owner of the above described property, authorize Reg Destree, Reliant Land Services, Inc. and/or Verizon Wireless, their employees, representatives, agents, and/or consultants, to act as an agent on my behalf for the sole purpose of consummating any building and land-use permit applications, or any other entitlements necessary for the purpose of constructing and operating a wireless telecommunications facility. All costs of such entitlements shall be paid by Verizon Wireless. I understand that any application may be denied, modified, or approved with conditions, and that such conditions or modifications must be complied with prior to issuance of building permits.

I, Robert H. White, as Co-Trustee of the Robert and Kelley White Family Trust, authorize Apache County to enter and inspect the wireless telecommunications facility.

I further understand that signing of this authorization in no way creates an obligation to Lease of any kind.

Signature of Property Owner: By: 

Name: Robert H. White

Title: Co-Trustee

Date: 7-28-17

PROJECT NARRATIVE
FOR
Verizon Wireless AZ3 Big Foot

2342 E. Picnic Creek Rd
Eagar, AZ 85925
APN: 104-26-003C
Jurisdiction: Apache County
Zoning: AG



Submitted by:
Reg Destree
Destree Development, LLC
22831 N. 21st St
Phoenix, AZ 85024
602-349-6930 (mobile)
602-453-0002 (fax)
destreedevlopment@gmail.com

August 21st, 2017

Purpose of Application

As part of its ongoing effort to maintain the pre-eminent wireless network in Apache County, Verizon Wireless is proposing to place a new wireless telecommunications facility on private land near Highway 180/191 just south of Springerville. This site will provide much-needed coverage along this stretch of the Highway heading south toward the Nelson Reservoir. It is also expected to help with capacity in Springerville and coverage along US-60 toward the border with New Mexico.

Due to topography in the area and the locations of the existing Verizon Wireless sites there is a substantial dead zone in the network along Highway 180/191 from Springerville south to Alpine. This proposed new wireless facility will help travelers on the Highway as well as residents and travelers in the area near Springerville and heading down toward Nelson Reservoir.

Site Description

The subject parcel is a 120 acre parcel with one home, stables and a few out-buildings. This parcel is owner-occupied. The nearest homes other than the one on this site are over 2,000' to the west. This is the last private parcel before the National Forest. This is very similar to the site that was approved north of Nutrioso last year and in fact is the last private parcel before that site in Nutrioso when heading south on the highway.

The proposed location is near the landowner's home on the mesa and about 200' from the east property line which is National Forest. This location was selected as it is the most effective in covering south along Hwy 180/191 toward the reservoir. It is also as far north and east as the site could be located to stay away from the highway to reduce visibility. Due to the location and topography, the top of the pole may be visible from both directions on the highway but the ground enclosure will not.

Site History

Verizon Wireless has been working on providing coverage along 180/191 for several years between Springerville and Nutrioso. Verizon has been making a push to fill in holes in its network in rural areas such as this in the last couple of years. The original proposed location of this site was over 1 mile to the east but it was completely within undeveloped National Forest. This location was selected as it was the closest, and really only, parcel that could provide any coverage south through the canyon toward the Nelson Reservoir. This location is part of an overall plan Verizon has been working on to provide coverage down to Nutrioso and eventually through Alpine all the way to the border with New Mexico.

Description of Proposal

The proposed site development includes placement of 12 panel antennas and a microwave dish on a new 125' rusticated monopole. The panel antennas are used for coverage to communicate with phones and other devices and the microwave dish is used to provide backhaul to the site in case there is not sufficient phone or fiber service in this area. The 125' height is a trade-off between maximized coverage to the south and aesthetics. Due to the topography and the coverage need, Verizon's antennas will actually be at 120' centerline on the tower. The pole will be structurally capable of handling additional carriers and have usable space available. The pole is proposed as a rusticated/weathered steel and all attachments will be painted brown to match. This will be a similar design to the site being built at the fire station on the north side of Greer.

The proposed pole is located about 2,000' from the Highway 180/191 ROW, it is 200' from the property line to the east and 1,200' from the parcel to the south, both of which are Federal Land, over 1,200' from the north property line and about 1,000' from the northwest property line.

The Verizon radio equipment will be on a small outdoor platform. The site will not have an emergency diesel back-up generator when built but will likely have one added for network reliability within a few years of site construction. The will be enclosed with a 30' x 30' compound surrounded by a faux-wood composite fence.

Access to the site will come from Picnic Creek Road, up the hill on the landowner's driveway and then through his property. Backhaul will likely be via microwave dish unless there is viable fiber service available on the property.

The site will take about 45 days to construct and once complete will be visited approximately once per month for maintenance. This development is unoccupied and does not involve water or sewer. There will not be any changes to existing watercourses or an impact on off-site discharge of rainwater. Impacts on neighbors will be minimal from a visual perspective.



Citizen Participation Plan

In addition to the required public hearings I have sent a Citizen Participation Letter to all properties within 300' of the parcel. Due to the shape of the parcel this did actually end up covering the handful of residences within ½ mile of this site. I will provide information regarding any neighbor contacts that I receive and will make myself available to drive up and meet on site to go over the proposal if need be.

Conclusion

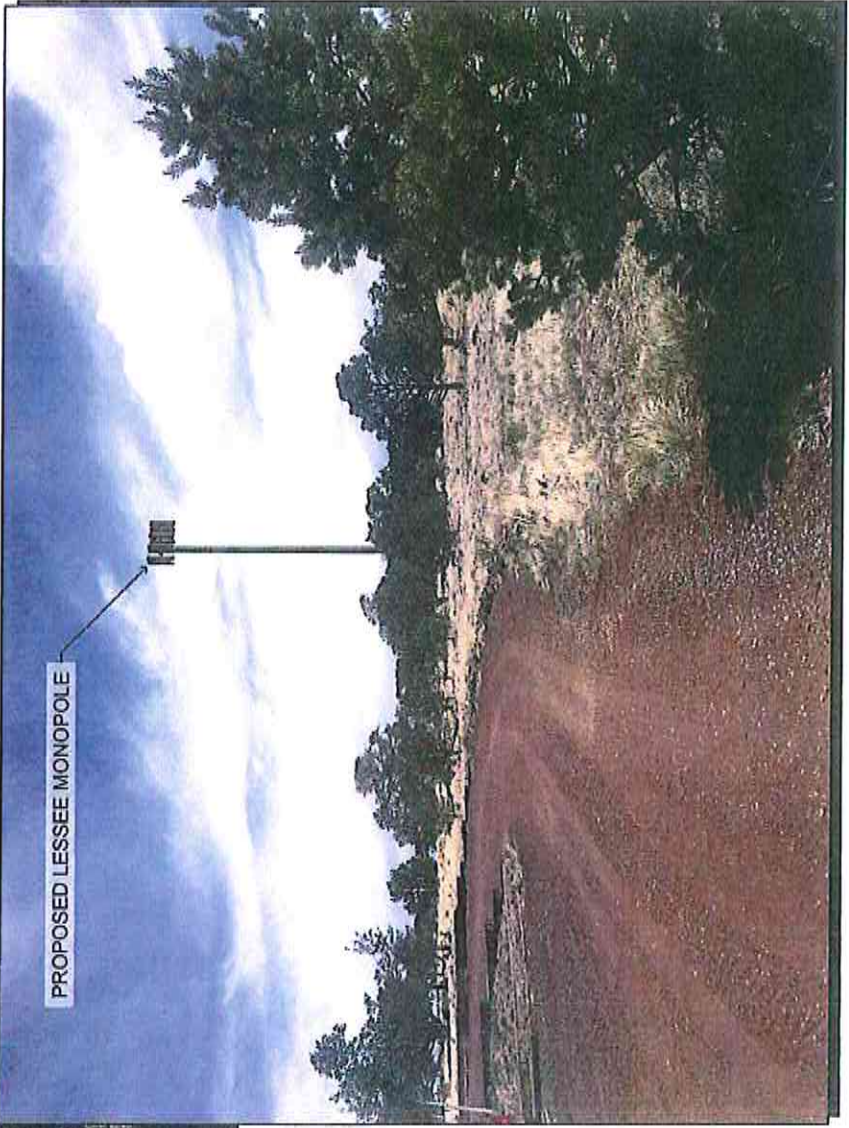
This type of facility requires a Conditional Use Permit in Apache County. This proposal meets the letter and intent of the Ordinance and Verizon Wireless is requesting a Conditional Use Permit of this proposed site for the maximum length of time available. This site will benefit travelers along the Highway south toward Nelson Reservoir (especially in emergency situations) as well as residents and visitors in the area of Springerville.

EXISTING VIEW



AZ3 BIG FOOT
2342 E. PICNIC CREEK RD.
EAGAR, AZ 85925

PROPOSED VIEW



PROPOSED LESSEE MONOPOLE

verizon
128 W. GEMINI DR., TEMPE, AZ 85283

**BK DESIGN
INCORPORATED**
3100 N. 3RD. AVE. PHOENIX, AZ 85013
P: (480) 284-1412

- VIEW LOOKING NORTH -

All renderings and drawings are proposed and are considered an artist's rendering for conceptual purposes only. The dimensions, specifications, and materials contained in this presentation are proposed only and merely representative in nature.



FIELD BY: JAM
 DRAWN BY: CLK
 CHECKED BY: JAM

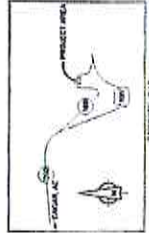
REVISIONS

NO.	DATE	DESCRIPTION
2	06/01/13	FINAL PRELIMINARY
1	06/03/13	PRELIMINARY



PROJECT NO: 090011747
 SITE NAME: A-2 BIGFOOT ALTA
 SITE ADDRESS: 2340 E PHOENIX CREEK ROAD, EAGAR, AZ 85525

SHEET TITLE: TOPOGRAPHIC SURVEY
 SHEET NO: LS-1
 REVISION:



LESSONS LEARNED, CORRECTIONS
 A TRACT OF LAND LIES WITHIN THE JURISDICTION OF COCHISE COUNTY, ARIZONA AND PIMA COUNTY, ARIZONA. THE BOUNDARIES BETWEEN THE TWO COUNTIES ARE SHOWN ON THE ATTACHED MAP. THE BOUNDARIES BETWEEN THE TWO COUNTIES ARE SHOWN ON THE ATTACHED MAP. THE BOUNDARIES BETWEEN THE TWO COUNTIES ARE SHOWN ON THE ATTACHED MAP.

SCHEDULE DESCRIPTION
 1.1.1. IN THE EVENT OF A CHANGE IN THE CLIENT'S REQUIREMENTS, THE CLIENT SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION AND APPROVALS TO THE SURVEYOR. THE SURVEYOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION AND APPROVALS TO THE CLIENT.

FIELD WORK DESCRIPTION
 1. THE SURVEYOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF ARIZONA. THE SURVEYOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION AND APPROVALS TO THE CLIENT.

PROJECT DATA
 1. THE SURVEYOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF ARIZONA. THE SURVEYOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION AND APPROVALS TO THE CLIENT.

REVISIONS
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CORRECTION TABLE

DATE	DESCRIPTION	REASON	DATE	DESCRIPTION
06/01/13	1.1.1.1	1.1.1.1	06/01/13	1.1.1.1
06/01/13	1.1.1.2	1.1.1.2	06/01/13	1.1.1.2
06/01/13	1.1.1.3	1.1.1.3	06/01/13	1.1.1.3
06/01/13	1.1.1.4	1.1.1.4	06/01/13	1.1.1.4
06/01/13	1.1.1.5	1.1.1.5	06/01/13	1.1.1.5
06/01/13	1.1.1.6	1.1.1.6	06/01/13	1.1.1.6
06/01/13	1.1.1.7	1.1.1.7	06/01/13	1.1.1.7
06/01/13	1.1.1.8	1.1.1.8	06/01/13	1.1.1.8
06/01/13	1.1.1.9	1.1.1.9	06/01/13	1.1.1.9
06/01/13	1.1.1.10	1.1.1.10	06/01/13	1.1.1.10

PROJECT DATA
 1. THE SURVEYOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF ARIZONA. THE SURVEYOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION AND APPROVALS TO THE CLIENT.



SURVEY DETAIL SHEET LS-2

GRAPHIC SCALE
 1" = 200'

NORTH DECLINATION
 089° 33'

REVISIONS
 1. THE SURVEYOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND THE STATE OF ARIZONA. THE SURVEYOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION AND APPROVALS TO THE CLIENT.



YOUR CURRENT STATE AZ BIDDING PROCESS

DESCRIPTION	DATE
APPLICANT	
APPLICANT	
APPLICANT	
APPLICANT	

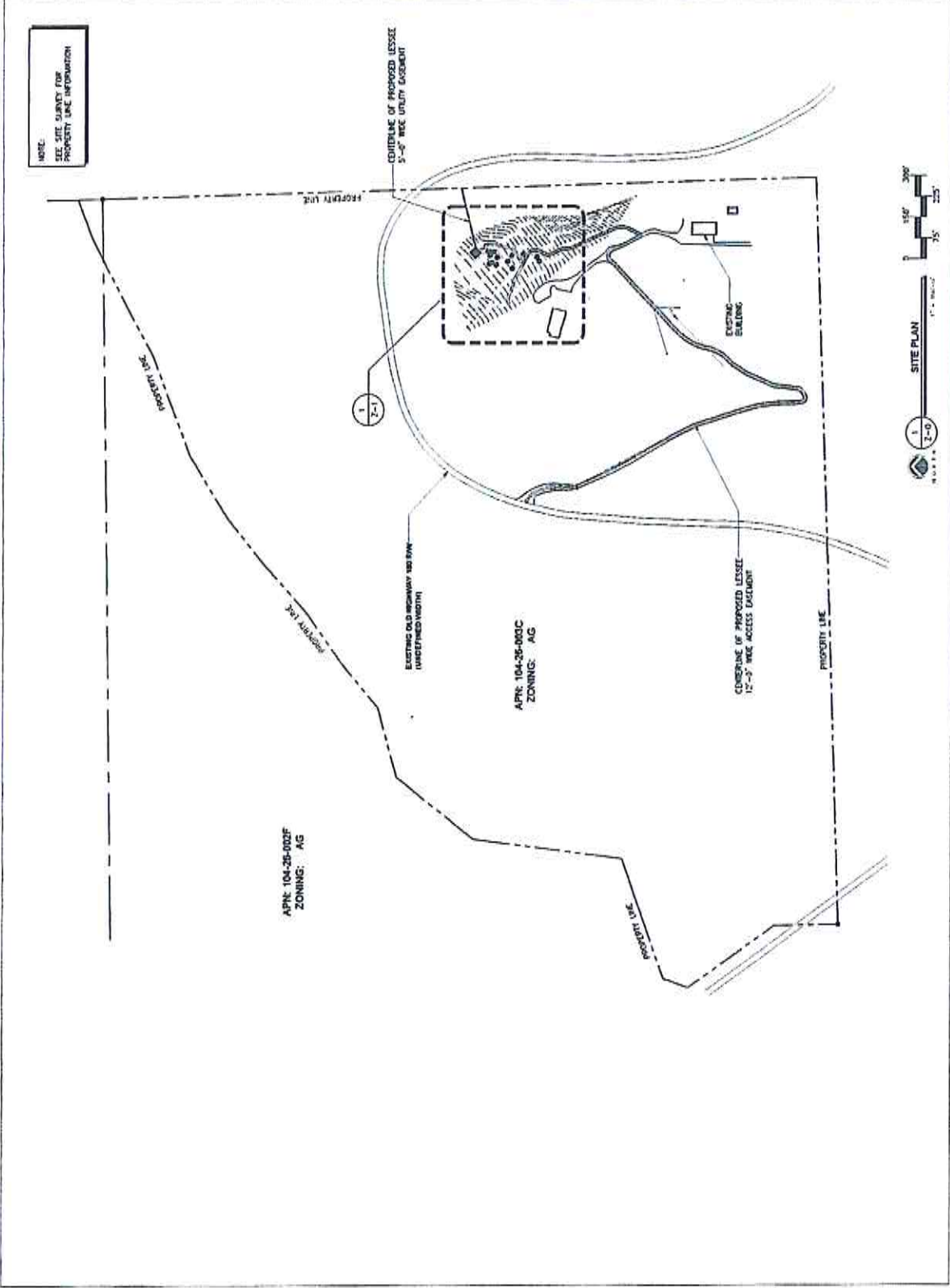


THIS IS THE STATE BIDDING PROCESS FOR THE STATE OF FLORIDA. THE BIDDING PROCESS IS THE PROCESS BY WHICH THE STATE OF FLORIDA DETERMINES THE CONTRACTOR TO BE AWARDED THE CONTRACT FOR THE PROJECT. THE BIDDING PROCESS IS THE PROCESS BY WHICH THE STATE OF FLORIDA DETERMINES THE CONTRACTOR TO BE AWARDED THE CONTRACT FOR THE PROJECT.

FIELD NAME	REVISION

PROJECT NAME	AZ3 BIG FOOT
DATE	
STATE PROJECT NO.	
CITY	
COUNTY	
PROJECT NUMBER	

SHEET NUMBER
Z-1





DATE	DESCRIPTION
04/15/2010	PRELIMINARY SURVEY
04/15/2010	FINAL SURVEY
04/15/2010	AS-BUILT SURVEY



THIS PLAN AND SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ARIZONA.

DATE OF SURVEY: 04/15/2010
 PROJECT LOCATION: 104-25-000C ZONING: AG
 PROJECT NUMBER: 104-25-000C
 SHEET NUMBER: 1 OF 1

PROPERTY ADDRESS	PROJECT NUMBER	DATE OF SURVEY
104-25-000C	104-25-000C	04/15/2010

PROJECT NUMBER: 104-25-000C

DATE OF SURVEY: 04/15/2010

PROJECT ADDRESS: 104-25-000C

PROJECT LOCATION: 104-25-000C

PROJECT NAME: 104-25-000C

PROJECT NUMBER: 104-25-000C

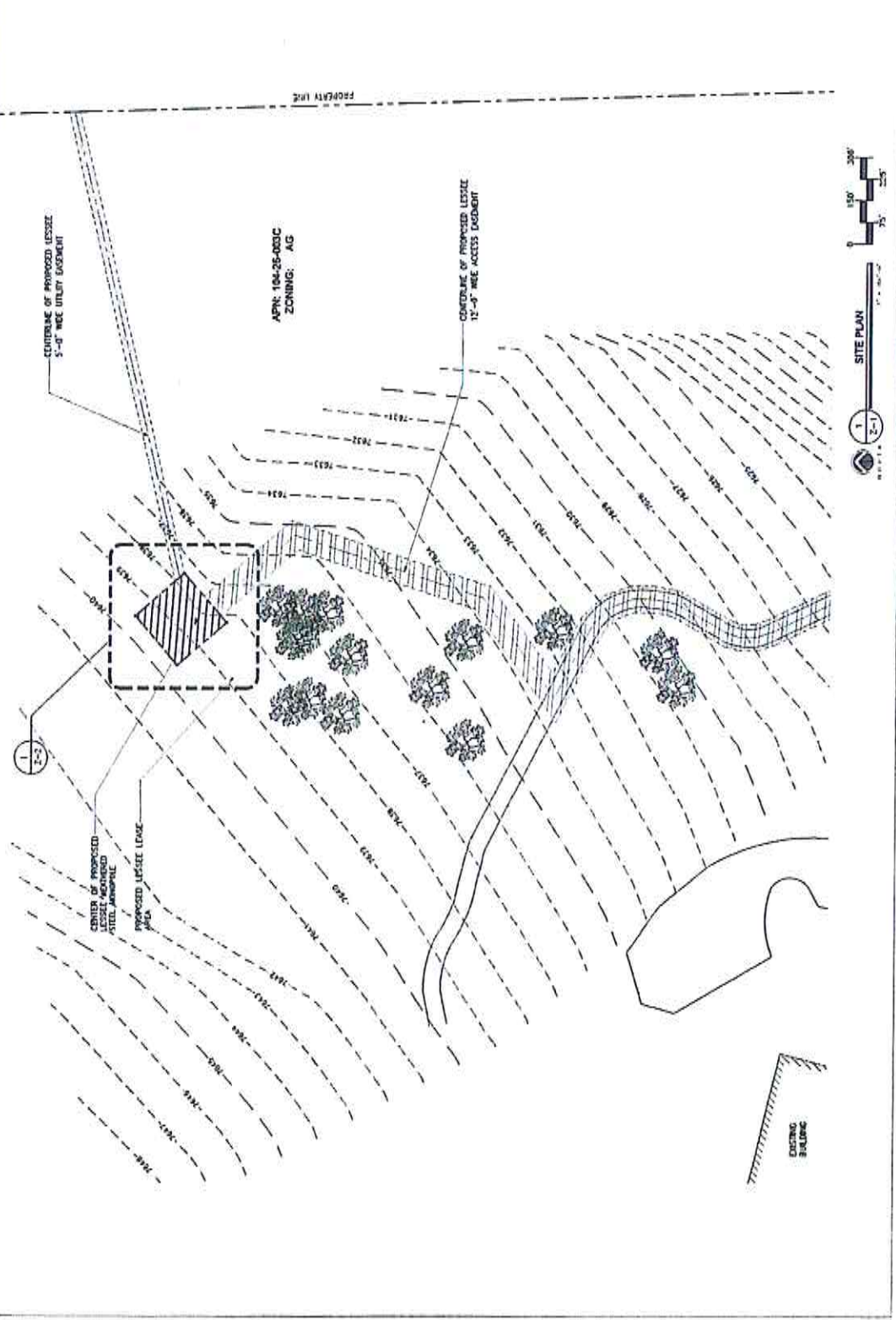
PROJECT ADDRESS: 104-25-000C

PROJECT LOCATION: 104-25-000C

PROJECT NAME: 104-25-000C

PROJECT NUMBER: 104-25-000C

NOTE: SEE SURVEY FOR PROPERTY LINE INFORMATION



1
2-1



ONLY COMMON, TRADE, & KINDS

REVISIONS	
NO.	DATE



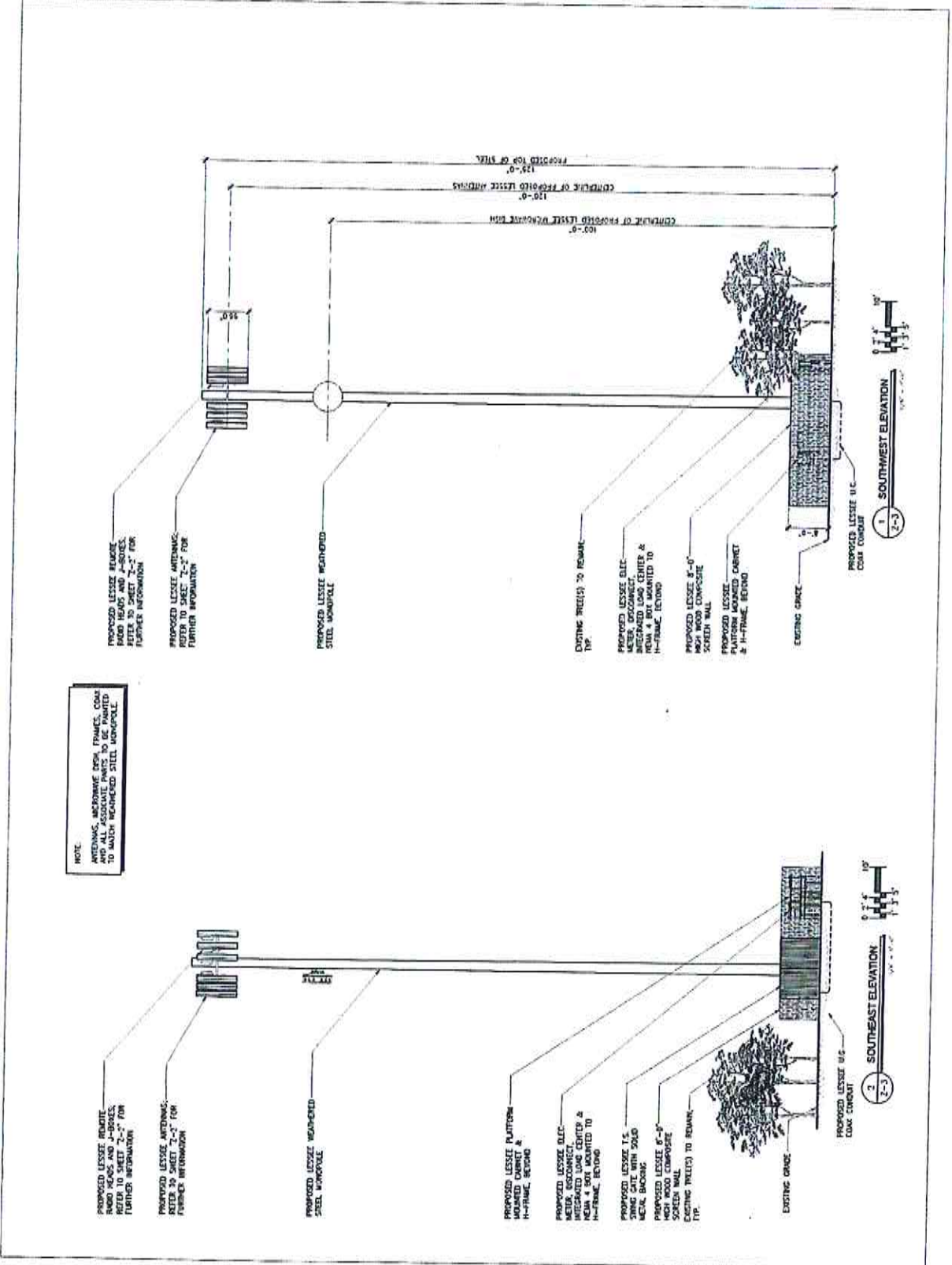
FROM THE DATE OF THE PROJECT'S APPROVAL BY THE LOCAL JURISDICTION

PROJECT NUMBER: 15-000000-0000
 PROJECT NAME: 15-000000-0000
 PROJECT LOCATION: 15-000000-0000
 PROJECT DATE: 15-000000-0000
 PROJECT STATUS: 15-000000-0000
 PROJECT OWNER: 15-000000-0000
 PROJECT CONTACT: 15-000000-0000
 PROJECT ADDRESS: 15-000000-0000
 PROJECT CITY: 15-000000-0000
 PROJECT STATE: 15-000000-0000
 PROJECT ZIP: 15-000000-0000

AZ3 BIG FOOT

PROJECT ELEVATIONS

Z-3



NOTE:
 ANTENNA MOUNTING RACK FRAMES, COAX
 AND ALL ASSOCIATED FRAMES TO MATCH WEATHERED STEEL MONOPOLL
 TO MATCH WEATHERED STEEL MONOPOLL

PROPOSED LESSEE REMOVE
 RING HEADS AND J-BOLTS
 REFER TO SHEET 2-2 FOR
 FURTHER INFORMATION

PROPOSED LESSEE ANTENNA
 REFER TO SHEET 2-2 FOR
 FURTHER INFORMATION

PROPOSED LESSEE WEATHERED
 STEEL MONOPOLL

EXISTING TREES TO REMAIN
 TYP.

PROPOSED LESSEE OLEC
 METER ENCLOSURE
 INTEGRATED LONG CENTER &
 NECA & BOX ADAPTED TO
 H-FRAME, BEYOND

PROPOSED LESSEE 8'-0"
 HIGH WOOD COMPOSITE
 SCREEN WALL

PROPOSED LESSEE
 PLATFORM CABINET
 & H-FRAME, BEYOND

EXISTING GRASS

PROPOSED LESSEE U.C.
 COAX CONDUIT

1
 SOUTH-WEST ELEVATION
 2-3

PROPOSED LESSEE REMOVE
 RING HEADS AND J-BOLTS
 REFER TO SHEET 2-2 FOR
 FURTHER INFORMATION

PROPOSED LESSEE ANTENNA
 REFER TO SHEET 2-2 FOR
 FURTHER INFORMATION

PROPOSED LESSEE WEATHERED
 STEEL MONOPOLL

PROPOSED LESSEE PLATFORM
 WEATHERED CABINET &
 H-FRAME, BEYOND

PROPOSED LESSEE OLEC
 METER ENCLOSURE
 INTEGRATED LONG CENTER &
 NECA & BOX ADAPTED TO
 H-FRAME, BEYOND

PROPOSED LESSEE 15'
 DIAMETER WITH 3/8"
 METAL BRACING

PROPOSED LESSEE 8'-0"
 HIGH WOOD COMPOSITE
 SCREEN WALL

EXISTING TREES TO REMAIN
 TYP.

EXISTING GRASS

PROPOSED LESSEE U.C.
 COAX CONDUIT

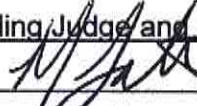
2
 SOUTH-EAST ELEVATION
 2-3

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Michael Latham, Presiding Judge and District III Supervisor, Doyel Shamley

Date/Signature:  10/30/17


Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and approval for the purchase of property located at 351 N. Butler Street, Eagar, AZ (Parcel # 104-11-026A)in the amount of \$73,000.00. The property is the future site of the proposed Legacy Teen Center in Round Valley.

BOS Meeting Date Requested 11/7/2017

PRE-AGENDA ITEM REVIEW

Review Routing /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board _____

**STANDARD LAND
PURCHASE AND SALE AGREEMENT
(With Contingencies)**

The parties make this Agreement this _____ day of _____, 2017. This Agreement supersedes and replaces any and all obligations made in any prior agreement related to the Premises entered into by the parties.

1. Parties. DUAYNE T. AND TERRY A. HUTCHINSON, the "**SELLER(S)**," agrees to sell, and the government of APACHE COUNTY ARIZONA, the "**BUYER**," agrees to buy, the premises described in paragraph 2 on the terms set forth below.

2. Description Of Premises. The premises (the "**Premises**") consist of the land and any improvements containing approximately 347 acres, more or less, described as 351 N. BUTLER, ST., EAGAR, AZ, 85925 as more specifically described in the Apache County Tax Roll as Assessor Parcel # 104-11-026A, and as recorded as EAGAR TOWNSITE BLOCK 17, EXCEPT THE EAST 50', APACHE COUNTY ARIZONA.

3. Purchase Price. The purchase price for the Premises is SEVENTY THREE THOUSAND U.S. DOLLARS (\$73,000.00)

4. R1-10 Contingency. The SELLER and BUYER understand and agree that this Agreement is contingent upon the SELLER obtaining a Conditional Use Permit for the R1-10 zoning to the Premises allowing the BUYER to build a publicly owned and operated recreational center serving the teens of the Round Valley area. BUYER hereby agrees to assist the SELLER and SELLER's legal representative in obtaining the desired Conditional Use Permit.

5. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by PIONEER TITLE AGENCY, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at _____ o'clock ____ . m. on the _____ day of _____, 2017, at the _____ Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day after the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

7. Title/Plans. The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER, conveying good and clear record and marketable title to the Premises, free from liens, encumbrances, and/or any past due real estate taxes, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Utility easements in the adjoining ways;
- (e) Matters that would be disclosed by an accurate survey of the Premises; and

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

8. Title Insurance. BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the

standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

9. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary and applicable.

10. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

11. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended fifteen (15) days. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

12. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

13. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

14. **Acknowledgment Of Fee Due PIONEER TITLE AGENCY.** The SELLER and BUYER acknowledge that an ESCROW FEE of \$252.00; an TITLE POLICY FEE of \$540.00; and a RECORDING FEE of \$17.00 is due to PIONEER TITLE AGENCY for professional services. The Parties acknowledge and agree that Normal and Customary protocol requires the SELLER and BUYER to each pay one-half of the ESCROW FEE (\$126.00 each), the SELLER to pay for the TITLE POLICY, and for the BUYER to pay for the RECORDING FEE. Further, the parties acknowledge that the BUYER paid \$100 to the Town of Eagar for the Conditional Use Permit

fee on September 13, 2017.

15. **Tests/Survey.** The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within 60 days after SELLER'S execution of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

16. **Warranties And Representations.**

- The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement; that no other individual(s) or entity has any title or ownership interest in the Premises; that there are no liens of any kind on the Premises;
- The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent _____

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

17. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER _____	SELLER _____
_____	_____
_____	_____
_____	_____

18. Counterparts / Facsimiles / Construction Of Agreement. This Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a ARIZONA contract; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties.

19. Additional Provisions. _____

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT.

_____ BUYER	_____ Date	_____ SELLER	_____ Date
----------------	---------------	-----------------	---------------

_____ BUYER	_____ Date	_____ SELLER, or spouse	_____ Date
----------------	---------------	----------------------------	---------------

_____ BUYER	_____ Date	_____ SELLER, or spouse	_____ Date
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Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

Date

BUYER'S Initials BUYER'S Initials BUYER'S Initials _____
SELLER'S Initials SELLER'S Initials SELLER'S Initials

HUCK APPRAISAL OFFICE

Robert C. Huck, MAI
724 Gail Gardner Way • Prescott, Arizona 86305
Phone (928) 778-7171 • Fax (928) 778-7272
Email: hanainc@cableone.net

July 10, 2017

Chris G. Sexton, Health Director
Apache County Health Department
P.O. Box 697
Saint Johns, Arizona 85936

Email: csexton@co.apache.az.us

Re: Appraisal of two properties in Eagar, Arizona.

Dear Mr. Sexton:

As a follow up to our recent communications, I submit this engagement letter for appraisals of the above referenced properties.

Subject Property	A.) 42.29 acres in Eagar, AZ B.) 351 N. Butler, Eagar, AZ
APN:	A.) Portion of 104-29-003C (Apache County) B.) 104-11-026A (Apache County)
Client:	Apache County Health Department
Intended Users:	Chris Sexton of Apache County Health Department and/or his designees
Intended Use:	Establish potential purchase price
Interest Appraised:	Fee Simple Estate
Appraisal Premise:	'As Is' as of the date of valuation
Purpose:	Estimate the market value of the fee simple interest in the subject property as of the date of valuation.
Date of Valuation:	Current, as of date of inspection
Reporting Option:	USPAP compliant Appraisal Reports
Scope:	Inspect subject property and area; compile data to process the sales comparison approach to value. Changes to the scope of the appraisal may result in revisions to the fee and/or delivery date.

July 10, 2017
Mr. Sexton:
Page Two

Fee:	\$8,000 (Total for both properties)
Delivery:	August 17, 2017
Number of Copies:	Electronic PDF copy of report (Please make arrangements in advance for hard copies)
Certification:	Attached
Assumptions & Limiting Conditions:	Attached

The appraisal shall be prepared for the Apache County Health Department, my client, and is for the sole and exclusive use of Chris Sexton of Apache County Health Department and/or his designees to assist in decisions regarding the subject property. I request that you seek my written authorization before releasing the reports to any other party.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Attached to this letter you will find a copy of our Statement of Limiting Conditions and Appraiser's Certification which are attached to all appraisals prepared by this office. Please review and sign the last page of each of these documents and return the executed copy to me indicating your acceptance and approval of the Limiting conditions and Appraiser's Certification.

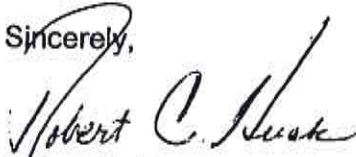
It is generally the policy of federally insured financial institutions, to select an appraiser approved by their Board of Directors, and be responsible for the origination of the appraisal assignment. This policy has been mandated by federal regulation. By ignoring this procedure, the lender may require a second appraisal by another qualified appraiser. THE OWNER is aware of this policy and acknowledges that THE APPRAISER cannot be held responsible for the actions of the lender.

The estimated completion date of the appraisal is August 17, 2017. I can only complete the appraisals by this date if I receive from you in a timely manner any relevant information needed for the preparation of the report. I will proceed with the preparation of this appraisal upon receipt of signed copies of this letter, Statement of Limiting Conditions and Appraiser's Certification. The appraisal fee is due upon completion of the appraisals.

July 10, 2017
Mr. Sexton:
Page Three

If you have any questions about anything contained in this letter or in any of the attachments, please give me a call.

Sincerely,



Robert C. Huck
Certified General Real Estate Appraiser
Certificate No. 30123

Engagement Letter Accepted:

Chris Sexton
Health Supervisor
Apache County Health Department

Date

CERTIFICATION

(The following certification will be signed by the appraiser and included in the valuation services report.)

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION

Page Two

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, I, Robert C. Huck, MAI, have completed the continuing education program for designated members of the Appraisal Institute.

14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

15. I hereby certify that I am competent to complete the appraisal assignment. The reader is referred to the appraiser's Statement of Qualifications contained in the Addenda.

16. All extraordinary assumptions, hypothetical conditions and limiting conditions imposed by the terms of the assignment or by the undersigned, affecting the analysis, opinions and conclusions contained in this report are contained herein.

17. No change of any item of the appraisal report shall be made by anyone other than the Appraiser, and if changed, the Appraiser shall have no responsibility for any such unauthorized change.

(The preceding certification will be signed by the appraiser and included in the valuation services report.)

I acknowledge receipt of this certification:

Chris Sexton
Health Supervisor
Apache County Health Department

Date

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

(The following Statement of Standard Assumptions and Limiting Conditions will be included in the appraisal report)

By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

1. **LIMIT OF LIABILITY:** The liability of Huck Appraisal of Northern Arizona, Inc. and employees and affiliated independent contractors is limited to the client only and to the fee actually received by the appraiser (total per appraisal). Furthermore, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignments and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of a lawsuit (brought by the lender, partner or part owner in any form of ownership, tenant, or other party), any and all awards, settlements of any type in such suit, regardless of outcome, the client will hold the Appraiser completely harmless in any such action.

2. **COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:** Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Except as hereinafter provided, the client may distribute copies of this

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 2

appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public for use by the advertising media, public relations, news, sales or other media for public communication without the prior written consent of the Appraiser.

3. **CONFIDENTIALITY**: This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designate as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. **TRADE SECRETS**: This appraisal was obtained from Huck Appraisal of Northern Arizona, Inc. or related companies and/or its individuals of related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempt from disclosure under 4 U.S.C. 552 (b) (4). (Notify the Appraiser(s) signing report or an officer of Huck Appraisal of Northern Arizona, Inc. of any request to reproduce this report in whole or part.)

5. **INFORMATION USED**: No responsibility is assumed for accuracy of information furnished by the work of others, the client, his designate, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Huck Appraisal of Northern Arizona, Inc. and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. (It is suggested that the client consider independent verification as prerequisite to any transaction involving sale, lease, or other significant commitment of funds on the subject property.)

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 3

6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE: The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. EXHIBITS: The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos may be included for the same purpose. Site plans are not surveys unless shown from a separate surveyor.

8. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL, HIDDEN COMPONENTS, SOIL: The Appraiser and/or firm has no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designate, or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance) and such. The lender and owner should inspect the property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representation is made herein as to these matters unless specifically stated. Unless stated, the value estimate assumes no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, the Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 4

The appraisal is based on there being no hidden, unapparent conditions of the property site, subsoil, structures or toxic materials which would render it more or less valuable. The appraiser and firm have no responsibility for any such conditions or for any expertise or engineering to discover them. Conditions of heating, cooling, ventilation, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraiser has no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

9. LEGALITY OF USE: The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority whether local, state, federal and/or private, have been or can be obtained or renewed for any use considered in the value estimate.

10. COMPONENT VALUES: The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

11. AUXILIARY AND RELATED STUDIES: No environmental or impact studies, special market study of analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

12. DOLLAR VALUES, PURCHASING POWER: The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and the price of the dollar as of the date of the value estimate.

13. EXCLUSIONS: Furnishings, equipment, personal property and business operations, except as specifically indicated or if typically considered a part of the real estate, have been disregarded. Only the real estate is considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 5

14. PROPOSED IMPROVEMENTS: Proposed improvements and repairs are assumed to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. The estimate of market value is as of the date shown and assumes completion as described in the report. Completion significantly different than described may change the value estimate.

15. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER: The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value, or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation and are subject to changing market conditions.

The "Estimate of Market Value" or "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity, or financing are different than that envisioned in this report.

16. MANAGEMENT OF THE PROPERTY: It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor super-efficient.

17. CONTINUING EDUCATION CURRENT: The Appraisal Institute conducts voluntary programs of continuing education for their designated members; MAI and SRPA Designates who meet the minimum standards of this program are awarded periodic educational certification. The MAI signing this report is currently certified under the program(s).

18. FEE: The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. The fee for services is not contingent on any predetermined result or approved amount.

19. AUTHENTIC COPIES: The authentic copies of this report have original signatures of the appraiser(s) completing the report. Any copy that does not have the above is unauthorized and may have been altered.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 6

20. **INSULATION AND TOXIC MATERIALS:** Unless otherwise stated in this report, the Appraiser(s) signing this report has (have) no knowledge concerning the presence or absence of toxic or hazardous materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present the value of the property may be adversely affected. The existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser unless otherwise stated. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

21. **REVIEW:** Unless otherwise noted herein, named review Appraiser of/from Huck Appraisal of Northern Arizona, Inc., has reviewed the report and has not necessarily inspected the subject nor market comparable properties.

22. **CHANGES, MODIFICATIONS:** The Appraisers and/or officers of Huck Appraisal of Northern Arizona, Inc. reserve the right to alter statements, analyses, conclusions or any value estimates in the appraisal if facts pertinent to the appraisal process become known which were unknown to us when the report was finished.

23. **AFTER TAX ANALYSIS, AND/OR VALUATION:** Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or possible returns on investment at an assumed value or price paid. Note that the Appraiser(s) does not claim expertise in tax matters and advises the client and any other using the appraisal to seek competent tax advice as the Appraiser is in no way to be considered a tax advisor or investment advisor.

24. **AMERICANS WITH DISABILITIES ACT:** Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value marketability or utility.

25. **ENVIRONMENTAL CONDITIONS:** The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 7

The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the results of the routine observations made during the appraisal process.

Acceptance of, and/or use of, this appraisal report by the client or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated client and not to subsequent parties or users of any type, and the total liability of appraiser and firm is limited to the amount of fee received by the Appraiser.

(The preceding Statement of Standard Assumptions and Limiting Conditions will be included in the appraisal report)

I acknowledge receipt of the Standard Assumptions & Limiting Conditions:

Chris Sexton
Health Supervisor
Apache County Health Department

Date

AN APPRAISAL REPORT
CONTAINING THE RESULTS OF
AN APPRAISAL OF
A PARCEL OF LAND
LOCATED AT
351 N. BUTLER
EAGAR, ARIZONA

Huck Appraisal Office
724 Gail Gardner Way
Prescott, Arizona 86305

HUCK APPRAISAL OFFICE

Robert C. Huck, MAI
724 Gail Gardner Way • Prescott, Arizona 86305
Phone (928) 778-7171 • Fax (928) 778-7272

August 15, 2017

Ms. Sueann Czarnyszka
Court Administrator
Apache County Superior Court
P.O. Box 697
Saint Johns, Arizona 85936

Re: An appraisal report containing the results of an appraisal of a parcel of land located 351 N. Butler in Eagar, Arizona.

Dear Ms. Czarnyszka:

In accordance with our agreement as outlined in our engagement letter dated July 10, 2017, I hereby transmit the attached appraisal report which contains the result of my appraisal of the subject property. The report sets forth my value conclusion, along with supporting data and reasoning which form the basis of my opinion. This letter is, by reference, made a part of the accompanying report.

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the subject property 'As Is'. The client for this appraisal assignment is the Apache County Health Department. The intended use of the appraisal is to establish a potential purchase price of the subject property. The intended users of the appraisal are Sueann Czarnyszka of Apache County Superior Court and/or her designees to assist in their decisions regarding the subject property. No other parties are authorized to rely upon this report without the express written consent of the appraiser.

The results of the appraisal are reported in the attached appraisal report, which contains 31 pages. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

August 15, 2017
Ms. Czarnyszka:
Page Two

This report is also intended to have been prepared in accordance with:

- All requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as provided by the Appraisal Foundation;
- The Code of Professional Ethics, the Standards of Professional Appraisal Practice, and any additional requirements of the Appraisal Institute, of which I am a member.

By reason of my investigation and having given careful consideration to the factors which affect real estate value, I have concluded the following market value of the fee simple interest in the subject property, 'As Is', as of August 7, 2017:

**SEVENTY THREE THOUSAND DOLLARS
(\$73,000)**

The estimated exposure time linked to the value estimates for the subject property is approximately two years. According to the Apache County Treasurer's Office, the real estate tax for the subject property is in arrears as of the date of valuation.

The conclusions of this appraisal are subject to the Standard Assumptions and Limiting Conditions contained in the Addenda of this report. In addition, the conclusions are also made in consideration of the following Extraordinary Assumptions and/or Hypothetical Conditions, as discussed in the report. The use of an extraordinary assumption and/or hypothetical condition might have an effect on the assignment results.

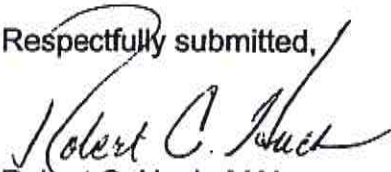
1. The Apache County Assessor's map for the subject area indicates that a .81 acre parcel borders the subject parcel to the east. This parcel is identified on the Assessor's map as AP# 104-11-026B. However, the Assessor's records do not include a reference to this parcel. An interview with an agent for the Apache County Assessor's office lead to the conclusion that this parcel is not owned by the owner of the subject property and that it is clearly not included in the parcel which is the subject of this appraisal. It appears to be a possibility that this long, narrow parcel has become a part of Brant Drive although this is speculative. It is an extraordinary assumption of this appraisal that the subject property, as described in this appraisal, is substantially accurate and that the identification of the subject property does not include this neighboring parcel.

August 15, 2017
Mr. Czarnyszka:
Page Three

I hereby disclose that I personally inspected the subject property on August 7, 2017. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.

I hereby certify that I have no interest, present or prospective, in the subject property, and that the appraisal assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. I further certify that to the best of my knowledge and belief, the statements and opinions contained in the appraisal are correct, subject to the limiting conditions expressed herein.

Respectfully submitted,

A handwritten signature in black ink that reads "Robert C. Huck". The signature is written in a cursive style with a large, looping initial "R".

Robert C. Huck, MAI
Certified General Real Estate Appraiser
Certificate No. 30123

AN APPRAISAL REPORT
CONTAINING THE RESULTS OF
AN APPRAISAL OF
A PARCEL OF LAND
LOCATED AT
351 N. BUTLER
EAGAR, ARIZONA

PREPARED FOR

SUEANN. CZARNYSZKA, COURT ADMINISTRATOR
APACHE COUNTY SUPERIOR COURT
P.O. BOX 697
SAINT JOHNS, ARIZONA 85936

PREPARED BY

ROBERT C. HUCK, MAI
CERTIFIED GENERAL REAL ESTATE APPRAISER
CERTIFICATE NO. 30123

OF

HUCK APPRAISAL OFFICE
724 GAIL GARDNER WAY
PRESCOTT, ARIZONA 86305
(928) 778-7171

EFFECTIVE DATE OF VALUATION
AUGUST 7, 2017

DATE OF REPORT
AUGUST 15, 2017

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

CERTIFICATION

Page Two

13. As of the date of this report, I, Robert C. Huck, MAI, have completed the continuing education program for designated members of the Appraisal Institute.
14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
15. I hereby certify that I am competent to complete the appraisal assignment. The reader is referred to the appraiser's Statement of Qualifications contained in the Addenda.
16. All extraordinary assumptions, hypothetical conditions and limiting conditions imposed by the terms of the assignment or by the undersigned, affecting the analysis, opinions and conclusions contained in this report are contained herein.
17. No change of any item of the appraisal report shall be made by anyone other than the Appraiser, and if changed, the Appraiser shall have no responsibility for any such unauthorized change.

VALUE CONCLUSIONS

The subject property is a –150,954 square foot or –3.47 acre parcel of land located at 351 N. Butler in Eagar, Arizona. The property is identified on the Apache County Assessor's Tax Roll as Assessor's Parcel # 104-11-026A. The legal description of the property is EAGAR TOWNSITE BLOCK 17 EXCEPT THE EAST 50', Apache County, Arizona.

By reason of my investigation and having given careful consideration to the factors which affect real estate value, I have concluded the following market value of the fee simple interest in the subject property, 'As Is', as of August 7, 2017:

**SEVENTY THREE THOUSAND DOLLARS
(\$73,000)**

The estimated exposure time linked to the value estimates for the subject property is approximately two years. According to the Apache County Treasurer's Office, the real estate tax for the subject property is in arrears as of the date of valuation.

CERTIFICATION

Page Three

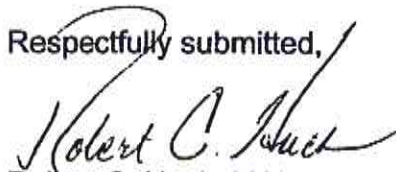
The conclusions of this appraisal are subject to the Standard Assumptions and Limiting Conditions contained in the Addenda of this report. In addition, the conclusions are also made in consideration of the following Extraordinary Assumptions and/or Hypothetical Conditions, as discussed in the report. The use of an extraordinary assumption and/or hypothetical condition might have an effect on the assignment results.

1. The Apache County Assessor's map for the subject area indicates that a .81 acre parcel borders the subject parcel to the east. This parcel is identified on the Assessor's map as AP# 104-11-026B. However, the Assessor's records do not include a reference to this parcel. An interview with an agent for the Apache County Assessor's office lead to the conclusion that this parcel is not owned by the owner of the subject property and that it is clearly not included in the parcel which is the subject of this appraisal. It appears to be a possibility that this long, narrow parcel has become a part of Brant Drive although this is speculative. It is an extraordinary assumption of this appraisal that the subject property, as described in this appraisal, is substantially accurate and that the identification of the subject property does not include this neighboring parcel.

I hereby disclose that I personally inspected the subject property on August 7, 2017. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.

I hereby certify that I have no interest, present or prospective, in the subject property, and that the appraisal assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. I further certify that to the best of my knowledge and belief, the statements and opinions contained in the appraisal are correct, subject to the limiting conditions expressed herein.

Respectfully submitted,



Robert C. Huck, MAI
Certified General Real Estate Appraiser
Certificate No. 30123

SUMMARY OF CONCLUSIONS

PROPERTY NAME: Hutchinson Butler Avenue Property
PROPERTY ADDRESS: 351 N. Butler, Eagar, Arizona
PROPERTY TYPE: Vacant Land
ASSESSOR'S PARCEL #: 104-11-026A (Apache County)
EFFECTIVE DATE OF VALUE: August 7, 2017
DATE OF REPORT: August 15, 2017
ZONING: Town of Eagar R1-10
SIZE, LAND AREA: -150,954 Square Feet or -3.47 Acres
HIGHEST AND BEST USE,
As Vacant: Speculative holding pending future development
As Improved: Speculative holding pending future development
EXPOSURE TIME: As much as two years

ESTIMATES OF VALUE,

Cost Approach:	N/A
Sales Comparison Approach:	\$73,000
Income Capitalization Approach:	N/A
Final Opinion of Value:	\$73,000

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SALES COMPARISON APPROACH-----	24
VALUE CONCLUSIONS-----	31

ADDENDA

Subject Photos
Zoning Ordinance
Comparable Location Map
Comparable Photos
Letter of Engagement
Certification
Standard Assumptions and Limiting Conditions
Appraiser's State Certificate
Appraiser's Qualifications

PREMISES OF THE APPRAISAL

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the subject property, 'As Is'.

IDENTIFICATION OF THE CLIENT

The client for this appraisal assignment is the Apache County Superior Court.

INTENDED USE OF THE APPRAISAL

The intended use of the appraisal is to establish a potential purchase price for the subject property.

INTENDED USER OF THE APPRAISAL

The intended users of the appraisal are Ms. Sueann Czarnyszka of Apache County Superior Court and/or her designees to assist in their decisions regarding the subject property. No other parties are authorized to rely upon this report without the express written consent of the appraiser.

DEFINITION OF MARKET VALUE

The value addressed in the appraisal of the subject property is *market value*.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;*
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- 3. A reasonable time is allowed for exposure in the open market;*
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;*

5. *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*¹

DEFINITION OF "AS IS" PREMISE

The valuation premise addressed in this appraisal is the 'As Is' premise.

*"Market Value as is" on appraisal date means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared.*²

DEFINITION OF EXTRAORDINARY ASSUMPTION

An *extraordinary assumption* is defined as:

*An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.*³

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The Apache County Assessor's map for the subject area indicates that a .81 acre parcel borders the subject parcel to the east. This parcel is identified on the Assessor's map as AP# 104-11-026B. However, the Assessor's records do not include a reference to this parcel. An interview with an agent for the Apache County Assessor's office lead to the conclusion that this parcel is not owned by the owner of the subject property and that it is clearly not included in the parcel which is the subject of this appraisal. It appears to be a possibility that this long, narrow parcel has become a part of Brant Drive although this is speculative. It is an extraordinary assumption of this appraisal that the subject property, as described in this appraisal, is substantially accurate and that the identification of the subject property does not include this neighboring parcel.

¹ Rules and Regulations, Federal Register, Vol. 55, No. 165, page 34696 and 12 CFR 34.42.

² Appraisal Policies and Practices of Insured Institutions and Service Corporations, Federal Home Loan Bank Board, "Final Rule", 12 CFR 34.42(g)

³ Uniform Standards of Professional Appraisal Practice, 2014 - 2015 Edition.

DEFINITION OF HYPOTHETICAL CONDITION

A *hypothetical condition* is defined as:

*A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*⁴

Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

There are no hypothetical conditions in the appraisal of the subject property.

PROPERTY RIGHTS APPRAISED

The rights to the property being appraised are the *fee simple estate*. The *fee simple estate* is defined as

*"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*⁵

EFFECTIVE DATE OF VALUE

The effective date of value for the property is August 7, 2017. The formal inspection of the property was made on this date by Robert C. Huck, MAI.

DATE OF THE REPORT

The date of the report is August 15, 2017.

SCOPE OF THE APPRAISAL

The appraiser has personally inspected the subject property, subject neighborhood, and market area, and has gathered sufficient data to form an opinion of value for the subject property. Data has been gathered on comparable land sales and listings. Only one of the three widely recognized approaches to value, the sales comparison approach, is processed. All emphasis is placed on this approach in the final conclusion of value.

The results of the appraisal are reported in this Appraisal Report. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an

⁴ Uniform Standards of Professional Appraisal Practice, 2014 - 2015 Edition.

⁵ The Dictionary of Real Estate Appraisal, Third Edition, American Institute of Real Estate Appraisers, 1993, Page 140.

Appraisal Report. *Supporting documentation concerning the data, reasoning, and analyses, is retained in the appraiser's file and is available to the client during regular business hours.* The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

This report is also intended to have been prepared in accordance with:

- All requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as provided by the Appraisal Foundation;
- The Code of Professional Ethics, the Standards of Professional Appraisal Practice, and any additional requirements of the Appraisal Institute, of which I am a member.

EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL & LIMITING CONDITIONS

The conclusions of this appraisal are subject to the Standard Assumptions and Limiting Conditions contained in the Addenda of this report. In addition, the conclusions are also made in consideration of the following Extraordinary Assumptions and/or Hypothetical Conditions, as discussed in the report. The use of an extraordinary assumption and/or hypothetical condition might have an effect on the assignment results.

1. The Apache County Assessor's map for the subject area indicates that a .81 acre parcel borders the subject parcel to the east. This parcel is identified on the Assessor's map as AP# 104-11-026B. However, the Assessor's records do not include a reference to this parcel. An interview with an agent for the Apache County Assessor's office lead to the conclusion that this parcel is not owned by the owner of the subject property and that it is clearly not included in the parcel which is the subject of this appraisal. It appears to be a possibility that this long, narrow parcel has become a part of Brant Drive although this is speculative. It is an extraordinary assumption of this appraisal that the subject property, as described in this appraisal, is substantially accurate and that the identification of the subject property does not include this neighboring parcel.

PRESENTATION OF DATA

PROPERTY IDENTIFICATION AND LEGAL DESCRIPTION

The subject property is a -150,954 square foot or -3.47 acre parcel of land located 351 N. Butler in Eagar, Arizona. The property is identified on the Apache County Assessor's Tax Roll as a portion of Assessor's Parcel # 104-11-026A. The legal description of the property is EAGAR TOWNSITE BLOCK 17 EXCEPT THE EAST 50', Apache County, Arizona.

STATEMENT OF OWNERSHIP OF THE APPRAISED PROPERTY

According to records found in the office of the Apache County Assessor, title to the subject property is currently held in the name of:

 Duayne T. and Terry A. Hutchinson
 353 N. Garth Drive
 Eagar, AZ 85925

ECONOMIC HISTORY OF THE SUBJECT PROPERTY

According to records found in the Apache County Assessor's office, the subject property was purchased by the current owner for \$41,900 in 11/1992. The property is mostly vacant land with the exception of a small, agricultural building and fencing. Other than these modest improvements which do not add to the value of the property, it is believed that the property has never been developed.

There have been no sales of the property during the three years prior to this sale, nor is the appraiser aware of any pending sales, current listings, options or offers to purchase the property.

AREA DESCRIPTION – EAGAR

The subject property is located in the incorporated town of Eagar which adjoins its 'sister' community, Springerville. Springerville-Eagar is known as the "Gateway to the White Mountains". According to the town's 'Vision Statement', "The Town of Eagar is a community that values its pioneer, ranching, forestry and agricultural heritage, its rural and family oriented lifestyle, and a location that provides access to nearby natural and cultural resources.

Eagar is situated on Arizona's northeastern high plateau country at the edge of the White Mountains at an elevation of 7,090 feet. Temperatures vary from lows in the winter of around 15° and highs of 57° and lows in the summers of 52° to highs of 83°. July, August and September bring the most precipitation, although snow can be expected several times a year in the winter months.

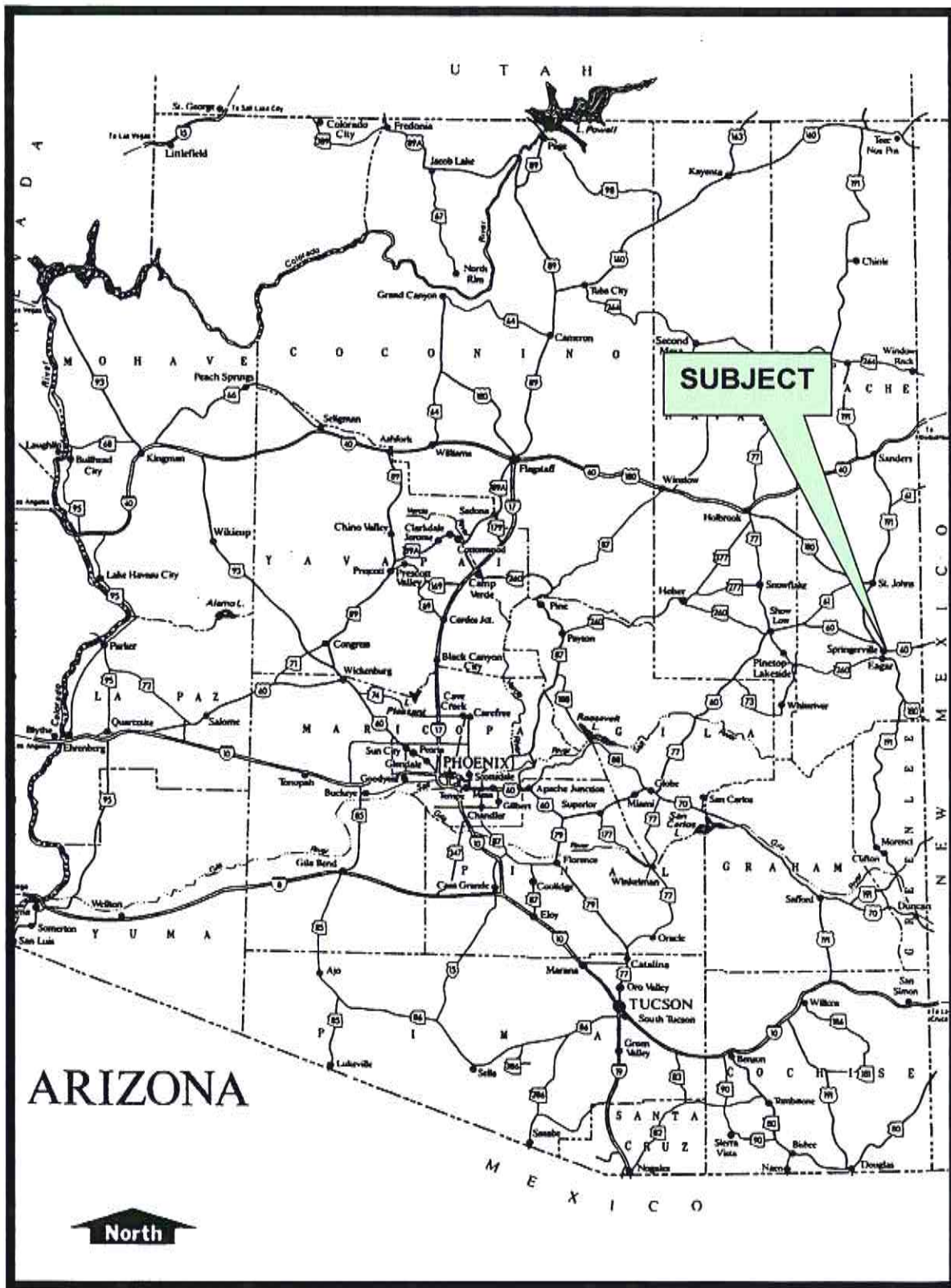
The history of the town dates to the late 1800's when Mormon pioneer John Thomas Eagar was called by Brigham Young from Utah to help settle Arizona. Eagar and his brothers, Joel and William and the Robertson family established the first settlement in the area when they homesteaded in Round Valley. The town was established in 1888 under the name 'Union' to unify the small settlements in the area. The Post Office was also established in this year. The name was later changed to Eagarville and finally to Eagar to please postal officials in 1892. The Mormon Church still has a significant influence on the community.

Springerville is the sister community to Eagar and was originally established in 1879 around Henry Springer's trading post.

Eagar is located on U.S. Highway 191, a link between Interstate 40 and U.S. Highway 60. U.S. Highway 180-191 is officially designated the 'Coronado Trail'. Eagar is approximately 226 miles northeast of Phoenix and 236 miles north of Tucson. It is approximately 60 miles west of the Arizona/New Mexico border and is located approximately mid-way from the northern and southern borders of the state. This location lends well to present and future development as regional trade and service centers for Apache County and other communities in northeastern Arizona.

Eagar is bordered on the south and east by the Apache-Sitgreaves National Forest and the north and west by State Trust Land. It is just a few miles east of the Fort Apache Indian Reservation. The Apache-Sitgreaves National Forest contains over 300 square miles of Ponderosa Pine forest, the largest stand of this species in the United States. The terrain surrounding Show Low to the north is high desert with rock formations, some grassland and juniper trees. To the south the land rises up into the towering White Mountains.

AREA MAP



Located in the southern portion of Apache County, Eagar is the largest incorporated community in this sparsely populated county. Population data for Eagar, as obtained from the Arizona Department of Economic Security, is summarized in the table below.

YEAR	POPULATION	Δ/PREVIOUS	Δ/1990
2016	4,906	(0.1%)/Year	0.8%/Year
2015	4,932	0.8%/Year	0.8%/Year
2010	4,894	2.2%/Year	1.0%/Year
2000	4,033	0.0%/Year	0.0%/Year
1990	4,025	N/A	N/A

Springerville adds an estimated 2,000 persons to the area's population and some additional population lives in outlying, unincorporated areas. The total population for the trade area is estimated to be approximately 8,000. According to some sources the population of the Springerville-Eagar area expands significantly during the summer when seasonal residents arrive. The median age is 36.6 years

Due to its size and location, the community serves as a regional trade and services center for southern Apache County and portions of southern Navajo County. The Government and health care facilities represent a significant portion of the workforce and attract visitors to the area from the surrounding communities and the Indian Reservations. Manufacturing is primarily based upon forest products and a large pulp and paper mill is located in the neighboring community of Show Low. A lumber mill which had operated in Eagar has been closed for several years.

For many years, agriculture and trading were the primary economic engines of the area. While ranching and hay production are still important, the construction of two power plants, timber-related industries, and the growing tourism/recreation trade has broadened the economic base of the community. Of these economic sectors, tourism and recreation are now cited by many as the most important foundations of the economy. Eagar is the center of the White Mountain Recreation Area and tourism brings as many as 100,000 people to the national forest annually. As noted, the town is also situated at the intersection of two U.S. highways and its setting in the scenic White Mountains places it in a position to provide tourism services to both the summer visitors, who seek to escape the heat of the Phoenix and Tucson summers, and winter visitors who enjoy snow skiing and other winter sports in the mountains.

Eagar also offers many year round recreational opportunities and points of scenic interest. The Apache-Sitgreaves National Forests, with 35 lakes and reservoirs, 680 miles of trout streams, 36 campgrounds, 18 miles of designated ATV trails, guest ranges and primitive areas for pack trips and hiking. The scenic White Mountains and Mogollon Rim areas are also nearby for campers and fishermen. Apache, Navajo, Hopi and Zuni Indian reservations are nearby. The Petrified Forest National Park, Painted Desert, Canyon de Chelly, and the Navajo/Hopi Indian Reservations are also located within a short distance

of Eagar. The town offers over 225 motel rooms with meeting facilities in several of the motels. It also has several public campgrounds and RV parks. The Sunrise ski area, about a 45 minute drive to the southeast, offers five lifts, two T-bars, and a rope tow serving 62 runs on a variety of slopes.

There appears to be adequate water run-off provisions for the streets and roads, and most roads are fairly well maintained. The nearby Springerville Municipal Airport is equipped with two lighted/paved runways of 8,400 and 4,600 feet with paved taxiway.

The Town of Eagar is governed by a mayor and six council members and has a town manager. Law enforcement consists of the Town of Eagar Police Department and the Apache County Sheriff's Department. The fire department consists of five full time employees and 30 volunteers.

Eagar has municipal water and sewer systems which serve most of the community. Alternate water service is supplied by Fools Hollow, Park Valley, and Pineview Water Companies. Electricity is supplied by the Navopache Electric Cooperative. Propane gas is supplied by Eagar Propane and other private vendors; there is no natural gas service in the area. Trash collection is available from private vendors and telephone service is available via Frontier Communications. Technical services include cable TV, digital switching station, and fiber optics.

The Phoenix based Arizona Republic provides daily newspaper service, and a local bi-weekly newspaper is also published. Show Low has several radio stations and TV stations are available from Phoenix and Flagstaff, as well as a full range of cable TV networks.

Educational facilities include an elementary school, middle school and Round Valley High School, a perennial football powerhouse in the Arizona Interscholastic Association's 3A Conference. In addition, Northland Pioneer College, a nationally accredited two-year community college also serves the area. It has adopted the decentralized center concept with the district campus located in Show Low and satellite locations in 17 other communities. Areas of study include occupational, vocational, academic and avocational programs. The College offers undergraduate and graduate programs in partnership with Northern Arizona University.

There are three financial institutions in Springerville-Eagar, and shopping within the community is available from a variety of stores located in either free standing facilities or in small strip centers. Among the major retailers are Wal-Mart, Walgreen's, Home Depot, Lowe's, JC Penney, Sears, Stage and Payless. Sales tax for Eagar is 3%; there is a county tax of .5% and a state tax of 5.6% for a total of 9.1%.

Medical facilities consist of the White Mountain Regional medical Center, a 20-bed full medical facility located in Springerville. The area is also served by the White Mountain Ambulance Service.

The community is also served by various facilities as enumerated in the following list:

- Library
- Golf Course
- Tennis Courts
- Racket Ball Courts
- Ball Fields including a 3,500 seat multi-purpose dome
- Parks
- Swimming Pool
- Soccer and Ball Fields
- Skate Park
- Museum
- Community Center
- Rodeo Grounds

The uses immediately surrounding the subject property are:

North: (Across 4th Avenue) Single family residences and Round Valley High School.

South: (Across 3rd Avenue) Vacant parcel then facilities used by the Boys and Girls Club.

East: (Across Brant Street) Single family residences.

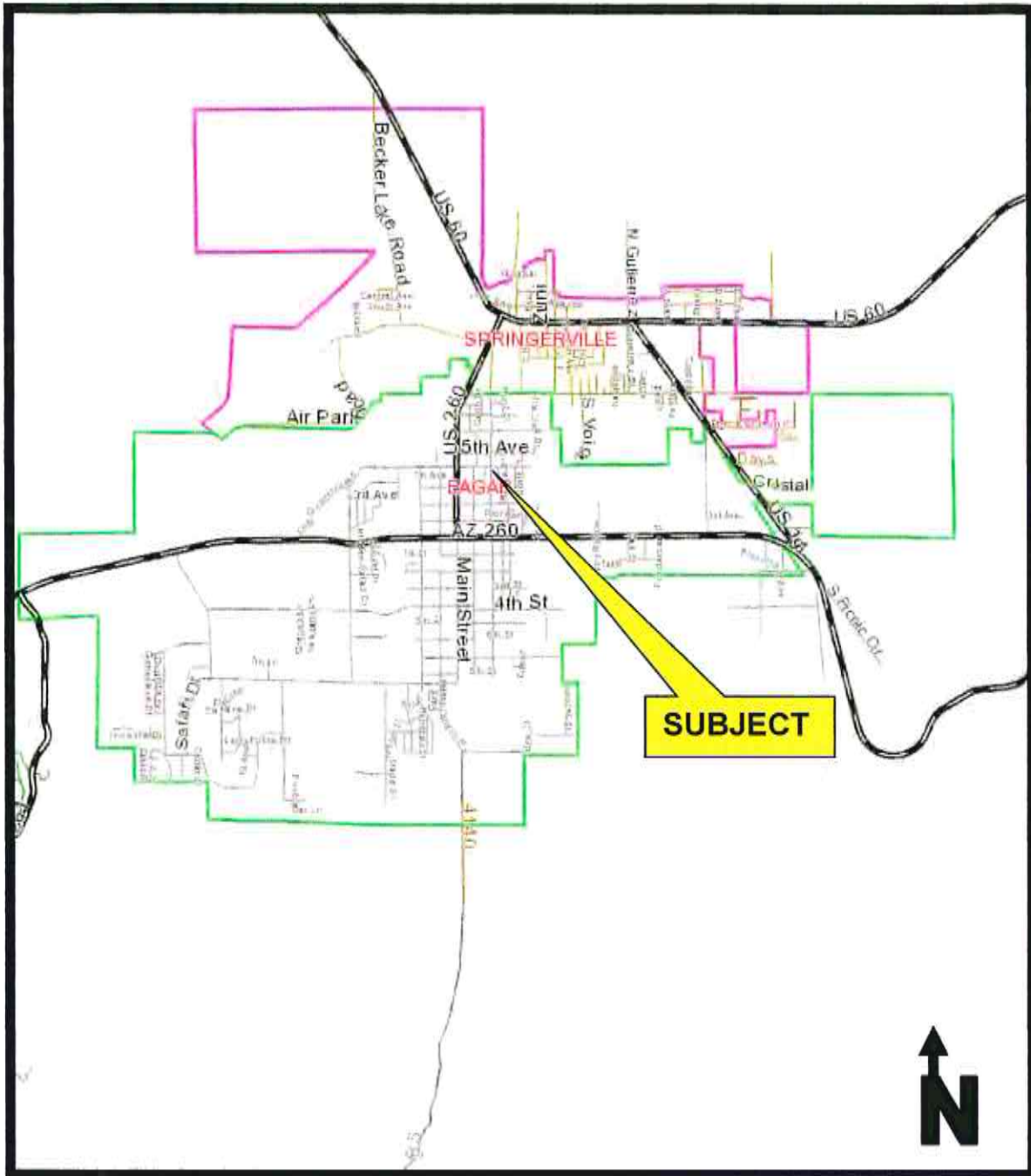
West: (Across Butler) Single family residences than commercial concerns along Main Street.

Conclusion

Eagar is a small community which derives most of its economic activity from government and tourist traffic and visitors to the area. In addition to the traveler activity, the Springerville-Eagar area benefits from its position as a regional trade and medical center and as a result of several governmental agencies in the community. The economy of Springerville-Eagar has fared better than for many communities in the state and a reasonable level of real estate activity exists even in the current nation and statewide slumps.

Eagar has grown at a slow pace over recent years, although it has continued to add residents. The community offers an attractive setting, abundant recreational opportunities, a pleasant climate and an attractive quality of life. It may be summarized that the general economy and real estate markets have suffered along with the rest of the state and nation, but that they have declined less than in many other areas.

NEIGHBORHOOD MAP



SITE DESCRIPTION

The subject property is depicted on a diagram on the following page and is described as follows. These descriptions are based on data obtained from the Apache County Assessor's Office.

Note: The Apache County Assessor's map for the subject area indicates that a .81 acre parcel borders the subject parcel to the east. This parcel is identified on the Assessor's map as AP# 104-11-026B. However, the Assessor's records do not include a reference to this parcel. An interview with an agent for the Apache County Assessor's office lead to the conclusion that this parcel is not owned by the owner of the subject property and that it is clearly not included in the parcel which is the subject of this appraisal. It appears to be a possibility that this long, narrow parcel has become a part of Brant Drive although this is speculative. It is an extraordinary assumption of this appraisal that the subject property, as described in this appraisal, is substantially accurate and that the identification of the subject property does not include this neighboring parcel.

DIMENSIONS: -704.9' x 211.9' x 704.9' x 216.4' based on the Apache County Assessor's map.

SIZE: -150,954 square feet or -3.47 acres based on data obtained from the Apache County Assessor's Office. It is assumed that this land area is substantially accurate.

FRONTAGE: -704.9' on Butler; -216.4' on 3rd Avenue; and -211.9' on 4th Avenue. The parcel may also have frontage on Brant Drive although the lack of clarity surrounding the Assessor's parcel map for this portion of Eagar prevents a definitive statement about this potential frontage. An onsite inspection suggests to the observer that the property does have frontage on Brant.

SHAPE: Rectangle.

ACCESS: Access to the property is from the north and south Butler Avenue; from the east and west on 3rd and 4th Avenues; and possibly from the north and south on Brant Drive.

STREET IMPROVEMENTS: Butler, Brant, 3rd and 4th Avenues are all asphalt paved roadways with one lane in each direction (unmarked in many areas). They are not improved with curb, gutter, or sidewalks although streetlights are noted in some locations.

PARCEL MAP



AERIAL VIEW



UTILITIES: The property is served by utilities as noted below:

Electricity: Navopache Electric Cooperative
Natural Gas: None
Telephone: Frontier
Water: Town of Eagar
Sewage Disposal: Town of Eagar

The utility package to the site is typical for the neighborhood and competing locations in the Eagar area.

TOPOGRAPHY: Near level to very gently sloping. However, the entire parcel is located in an identified flood hazard area (see comments below).

SOIL AND SUBSOIL: The appraiser is unaware of any soil or subsurface conditions which might reduce the utility of the site.

EASEMENTS: None reported. It is assumed that no atypical easements exist which impact the utility or value of the property.

FLOOD ZONE: According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map for this portion of Apache County (Panel # 04001C4681E, dated September 28, 2007), the subject site is located in Shaded Zone X, an area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas of less than 1 square mile; and areas protected by levees from 1% annual chance flood. A survey of surrounding areas in Zone X reveals that many structures have been built in this flood area. An agent for the Town of Eagar reports that there are no building requirements or limitations for properties in Zone X which are more restricted than for properties which are not impacted by location in Zone X.

HAZARDS: Other than the location of the property in an identified flood hazard area, none noted; no environmental hazards noted.

ENCROACHMENTS: None noted or reported.

UNIT OF COMPARISON: Price per square foot.

ZONING: Town of Eagar Single Family Residential (R1-10) zoning. This district is intended to promote and preserve medium density single-family residential development. Regulations and property development standards are designed to protect the single-family residential character of the district and to prohibit all incompatible activities. Land use is composed chiefly of individual homes, together with required recreational, religious and educational facilities. An "R" at the end of this zoning designation means manufactured homes are prohibited. The minimum lot size is 10,000 square feet.

DESCRIPTION OF IMPROVEMENTS

The subject property is improved with a small, (-747 SF per Apache County Assessor's records) structure. This structure is believed to have been used for storage, barn or other ancillary uses. It is of modest quality, in poor condition and will likely be removed prior to the development of the parcel. Therefore, no further description of improvements is warranted.

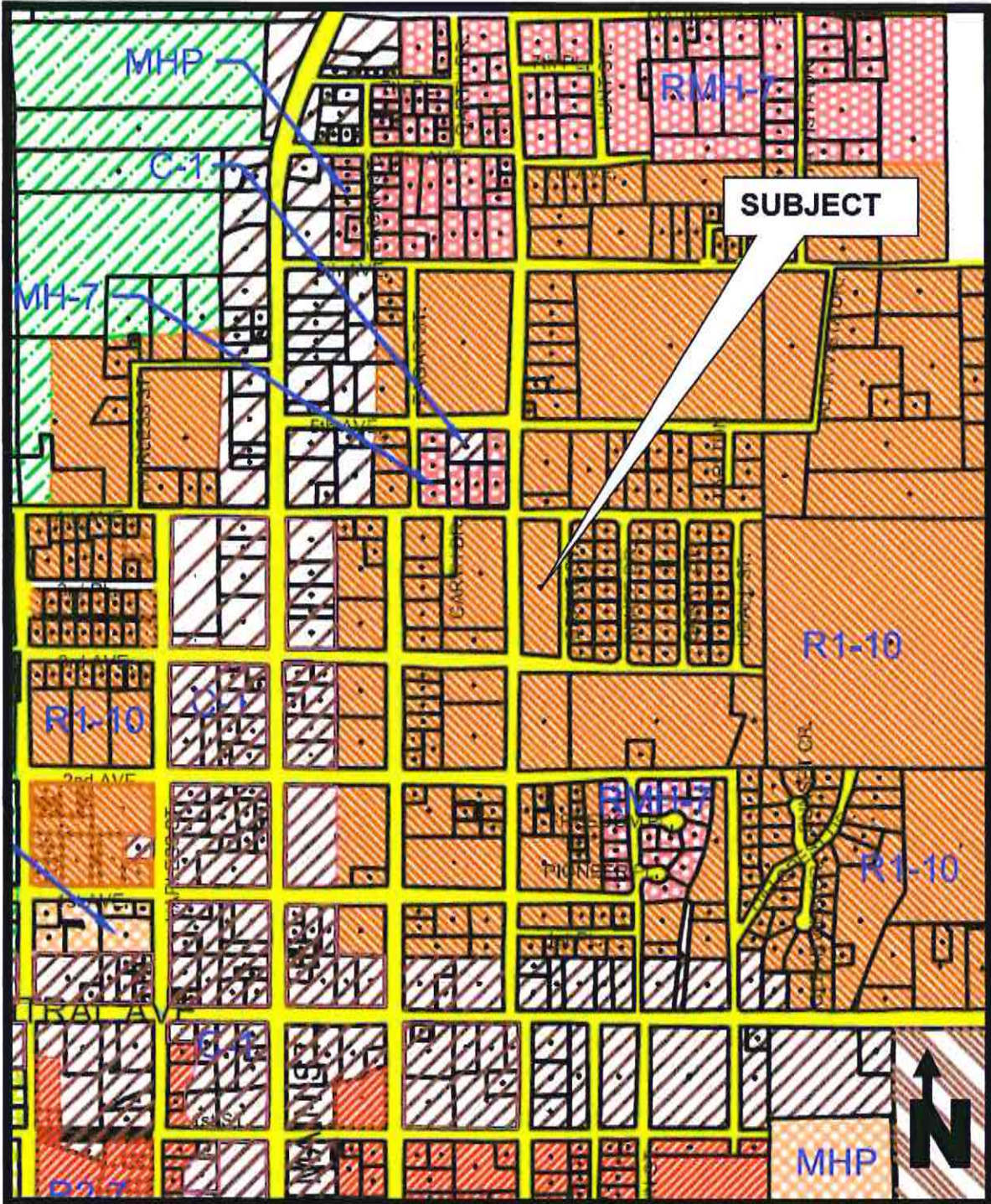
REAL ESTATE TAXES

The subject property is currently identified on the Apache County tax roll as Assessor's Parcel # 104-11-026A. The 2017 full cash value for the property is \$66,113 and the 2016 tax is \$788.98.

According to the Apache County Treasurer's Office the real estate tax for the subject property is in arrears as of the date of valuation. An amount of \$1,798.08 is required to bring the taxes current. (Tax data supplied by the Apache County Treasurer's Office Official Website)

In the opinion of the appraiser, the assessing methods employed by Yavapai County are not sufficiently refined. Therefore, meaningful relationships between full cash value, market value, and the conclusions of this report do not necessarily exist.

ZONING MAP



ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE

In the third edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, *highest and best use* is defined as:

*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.*⁶

The highest and best use of land or a site as though vacant is defined as:

*“Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.”*⁷

The highest and best use of a property as improved is defined as:

*“The use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.”*⁸

The definitions of highest and best use indicate that there are two types of highest and best use. The first type is highest and best use of the land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use.

In estimating Highest and Best Use we examine possible use, permissible use, feasible use, and among the uses stated that use which will provide the highest return.

⁶ The Dictionary of Real Estate Appraisal, Third Edition, page 171

⁷ The Dictionary of Real Estate Appraisal, Third Edition, page 171

⁸ The Dictionary of Real Estate Appraisal, Third Edition, page 171

AS VACANT

In considering the highest and best use of the subject property, *legally permissible* uses are considered first. The current zoning for the property is the Town of Eagar R1-10 district. Allowable uses in this zoning district include primarily single family residences of site built construction. In addition, a few other uses such as parks, schools, offices, churches, day care centers and municipal uses are also permitted with the issuance of a conditional use permit.

The *physically possible* uses of the site are considered next. The subject site contains approximately 3.47 acres of land area. The land is near level and largely unaffected by physical challenges to development. Existing infrastructure including roads and utilities are in the area and can be extended to the subject property to enable its development. These physical characteristics would allow the development of a variety of residential, office, church, school and similar uses. The size of the site is large enough to accommodate a variety of development plans for the property.

The uses found to be both physically possible and legally permissible consist of a number of residential, office, church, school, and mixed use programs of use. Several of these uses which meet the tests of legal permissibility and physical possibility would provide some return to the land, and may be considered *economically feasible* over the longer term. However, current market conditions suggest that the site is not likely to be developed in the near term. Population growth in Eagar has been slow and there is little evidence that new church or school facilities are required. However, a special governmental, civic or related use may be required in the near term. Therefore, the financially feasible uses of the property in the near term are speculative holding pending future residential, office, school or church development, or for development with a governmental or civic use.

The *maximally productive* use of the site is that use which provides the greatest return to the land. Speculative holding pending future development or development with a governmental or civic use are found to be the financially feasible uses of the site in the near term. Either of these uses may be concluded to be the maximally productive and, therefore, highest and best use of the site.

AS IMPROVED

With the exception of a small outbuilding of modest quality, the subject property is unimproved. Therefore, no analysis of the highest and best use of the property, as improved, is warranted.

MARKET/MARKETABILITY ANALYSIS

The term *market analysis* is used broadly in economics but has more specific meaning within the appraisal discipline. For appraisers, market analysis is the identification and study of the market for a particular economic good or service. Appraisers generally consider market analysis at two levels:

- First, from the perspective of a broad market, when a specific property is not the focus of the study (*market study*).
- Second, from the perspective of the market in which a given property competes (*marketability study*).

The market analysis component of an appraisal relates market conditions to the subject property and shows how the interaction of supply and demand affects the value of the subject property. It is also used to determine whether there is appropriate market support for an existing property under a specified use. The market analysis for a property also forms the basis for the highest and best use analysis of the property.⁹

The market analysis for the subject property is conducted in six steps: 1) property productivity analysis; 2.) market area delineation; 3) demand analysis; 4) competitive supply analysis; 5) interaction of supply and demand; and 6) forecast subject capture.

1. *Property Productivity Analysis*: The subject property is a vacant parcel of land which is suitable for residential, office, school, church or special use developments. It is centrally located in the community and is situated in an established residential neighborhood which also includes schools, churches and civic facilities. The property is positioned such that it has frontage on and visibility from multiple adjacent streets in the area. This location increases the demand for parcels in the subject submarket over the longer term, although demand is currently light.

The strengths and weaknesses of the subject parcel relative to competing properties may be summarized as noted below.

Strengths

- Central location in the community.
- Near level terrain and access to existing infrastructure facilitate the development of the parcel.

Weakness

- Location in a market in which there is relatively sparse activity for vacant parcels of land.

⁹ The Appraisal of Real Estate, Tenth Edition, The Appraisal Institute, Chicago, Ill. Page 50

2. *Market Area Delineation:* The primary market area for the subject property is the entire Eagar-Springerville community. Little overlap into other markets exists. In the Area Description, it was concluded that Eagar and Springerville have been characterized by slow growth in population. The slow pace of growth in the community restricts the amount of new development and the demand for vacant land on which to build new facilities.

3. *Demand Analysis:* In discussing the supply and demand for any type of real estate in the Eagar-Springerville market, it must be noted that these communities are small enough that data from secondary sources, such as published studies, are not readily available. Therefore, more general information must be considered.

The demand for most types of residential, office, school, church and civic uses grows in proportion to the growth in population of a market area. More people translates into a greater need for such facilities. Because Eagar-Springerville has grown slowly in recent years, it may be concluded that the demand for vacant, developable land has also expanded slowly. The projection of continued slow growth in the population over the longer term suggests that demand for such properties is not likely to expand.

4. *Competitive Supply:* The primary determinant of supply is the existing and pending supply of land suitable for residential, office, school, church and civic development in the subject community. Again, the appraiser notes that no sources of secondary information concerning this supply are available.

The supply of land suitable for new buildings to house these uses in Eagar and Springerville is fairly extensive. Numerous vacant parcels exist in various locations in the market area and no shortage of such parcels is anticipated for many years. As a result, it may be concluded that the supply of land which competes with the subject is fairly extensive.

5. *Interaction of Supply and Demand:* The previous analyses conclude that the demand for residential, office, school, church and civic space has grown slowly in the subject community. Meanwhile the supply of competing parcels of land is extensive. Based on these observations, it may be concluded that the supply and demand for land suitable for residential, office, school, church and civic development in Eagar and Springerville is in a state of oversupply. The extensive supply of competing parcels of land suggests that no shortage is anticipated for many years.

6. *Forecast Subject Capture:* As noted, minimal demand has been expressed for new residential, office, school, church and civic buildings in Eagar and Springerville over recent years. Therefore, a fairly long marketing period would be expected if the subject property were to be placed on the market. However, the subject property is superior to many competing properties with respect to location in the community and it may attract a buyer before most alternate parcels if competitively priced.

APPROACHES TO VALUE

In the valuation of real estate, three approaches to value are generally recognized.

COST APPROACH: *That approach in appraisal analysis which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exists no comparable properties on the market.*¹⁰

SALES COMPARISON APPROACH: *Traditionally, an appraisal procedure in which the market value estimate is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value in a static or advancing market (price wise), and the latter fixing the higher limit in any market. It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this technique is dependent upon; (a) the availability of comparable sales data, (b) the verification of sales data, (c) the degree of comparability or extent of adjustment necessary for time differences, and (d) the absence of non-typical conditions affecting the sale price.*¹¹

INCOME CAPITALIZATION APPROACH: *That procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. The income approach is widely applied in appraising income-producing properties. Anticipated future income and/reversion are discounted to a present worth figure through the capitalization process.*¹²

In essence, all approaches to value (particularly when the purpose of the appraisal is to establish market value) are market data approaches since the data inputs are presumed to be market derived.

Only one of the three approaches, the sales comparison approach is processed in the valuation of the subject property.

¹⁰ Byrl N. Boyce, Ph.D. Real Estate Appraisal Terminology (Cambridge, Mass., 1975) page 53

¹¹ Boyce, Real Estate Appraisal Terminology, page 136

¹² Boyce, Real Estate Appraisal Terminology, page 112

SITE VALUATION

SALES COMPARISON APPROACH

In order to estimate the value of the subject land, a search has been made for recent sales and listings of parcels of vacant land which are similar to the subject in location, land area, utility and physical characteristics. The appraiser has conducted such a search for parcels in the subject's immediate area and in competing locations in Eagar.

The land valuation herein is based upon the economic theory of substitution which holds that an informed buyer would pay no more for a piece of property than an equally desirable one. The most common units of comparison for large parcels of land in this market are the price per square foot and price per acre. Because price per acre is more common for residential parcels, each comparable sale will be reduced to this unit of comparison for use in this analysis.

Introduction of Comparable Sales & Listings

Of the many sales and listings preliminarily researched in the analysis of the subject property, several are formally introduced for analysis. The land transactions used in the valuation of the subject site are documented below.

COMPARABLE LAND SALES & LISTINGS

1. AP# 104-23-007V (Apache); East 4th Street, Eagar:
Current (@ 8/17) Listing @ \$39,500/3.00 Acres = \$13,167/Acre
2. AP# 104-03-018D (Apache); North side of East Central Avenue, Eagar:
Current (@ 8/17) Listing @ \$65,000/4.44 Acres = \$14,640/Acre
3. AP# 104-24-002L (Apache); South side of East Central Avenue, Eagar:
Current (@ 8/17) Escrow @ \$52,500/1.73 Acres = \$30,347/Acre
4. AP# 104-11-036C & 036D (Apache); 223 N. Main Street, Eagar:
6/17 Sale @ \$50,000/0.87 Acres = \$57,471/Acre
5. AP# 104-06-022A (Apache); North side of East Central Avenue, Eagar:
6/15 Sale @ \$25,000/2.63 Acres = \$ 9,506/Acre
6. AP# 104-20-001C, 001D, 104-17-007B, 011 (Apache); 450 W. Central Ave, Eagar:
5/14 Sale @ \$300,000/7.81 Acres = \$38,412/Acre

The comparable sales and listings are all parcels of vacant land in generally similar locations in Eagar. The comparables are summarized in the table below and further identified in the paragraphs which follow.

COMPARABLE LAND SALES & LISTINGS

COMP #	PROPERTY ID	SALE DATE	EFFECTIVE* SALE PRICE	SIZE ACRES	ZONING	PRICE \$/ACRE
1.	East 4 th Street	Listing	\$ 39,500	3.00	AR-43	\$13,167
2.	North side E Central Avenue	Listing	\$ 65,000	4.44	C-1	\$14,640
3.	South side E. Central Avenue	Escrow	\$ 52,500	1.73	C-1	\$30,347
4.	223 N. Main Street	6/17	\$ 50,000	0.87	C-1	\$57,471
5.	North side E Central Avenue	6/15	\$ 25,000	2.63	C-1	\$ 9,506
6.	450 W. Central Avenue	5/14	\$300,000	7.81	C-1/AR-43	\$38,412
Mean:				3.41		\$27,257
Subject Property:				3.47	R1-10	

*May reflect adjustments for: Rights Conveyed, Financing Terms, Conditions of Sale, Expenditures After Sale.

Discussion of Comparable Sales

Comparable #1 refers to the current listing of the parcel at the southeast corner of East 4th Street and a street also identified as East 4th Street on some maps. This parcel is inferior to the subject in location given the surrounding properties. The comparable is also inferior to the subject with respect to infrastructure as one of the adjacent streets is an unpaved, minimally improved roadway.

Comparable #2 represents the listing of a parcel of land located on the north side of Central Avenue just west of Chiricahua Trail. This is a mixed use area which is also viewed as being inferior to the subject in location. The listing broker reports that the property could be used for commercial or residential development. She also notes that significant expense would be required to develop infrastructure, including water and septic systems, on the site. Therefore, this property is inferior to the subject in this respect.

Comparable #3 is the pending sale of a parcel of land located on the south side of Central Avenue adjacent west of the mobile home park which is situated near the intersection of Central Avenue and Highway 180/191. Because this parcel is located near this highway intersection, it may offer more immediate commercial potential and is concluded to be marginally superior to the subject in location. This parcel is identified as being 3.07 acres on the Apache County records, although the listing broker reports that a recent survey of the property reveals that it contains just 1.73 acres. Therefore, an adjustment is required for parcel size.

Comparable #4 is the 2017 sale of a parcel of land located on the east side of Main Street, a location which has immediate commercial potential and is clearly superior to the subject. This parcel is also much smaller than the subject and requires an adjustment for parcel size.

Comparable #5 is the 2015 sale of a parcel of land located near *Comparable #2* on the north side of Central Avenue, near Chiricahua. Like the neighboring parcel, this property is viewed as being inferior to the subject in location. It is generally similar to the subject in other respects and no other adjustments are required.

Comparable #6 is the somewhat dated (2014) sale of a parcel of land located on the south side of West Central Avenue near River Road. This property is judged to be superior to the subject in location given the scenic surroundings and the existence of several new and near new, custom homes in the area. The parcel is larger than the subject and requires an adjustment for parcel size, although it is superior with respect to views and scenic amenity.

Sales Comparison Approach Procedure

The most common unit of comparison in the valuation of residentially zoned land in Eagar is the price per acre. Therefore, all comparables are reduced to this unit of comparison for use in this analysis.

Adjustments to Comparable Sales

The comparable sales are analyzed with respect to various *elements of comparison*. Such characteristics as *property rights conveyed, financing terms, conditions of sale, expenditures after the sale, market conditions, location, physical characteristics, and zoning* have been studied in the analysis of the comparable sales. The adjustments required for the various elements of comparison are discussed below.

1. The *rights conveyed* for each of the comparables are similar to the rights associated with the subject site. No significant diminution in rights caused by easements, leases, etc. affect the subject or the comparables. Therefore, no adjustments are required for this element of comparison.
2. Each of the sales and listings was for cash or terms that are found to be substantially cash equivalent. Therefore, no adjustments are required for *financing terms*.
3. No adjustments are required for *conditions of sale* in that none of the comparables was impacted by atypical conditions of sale.
4. No adjustments are made for *expenditures after the sale* since no atypical costs associated with clean-up, removal of old improvements, etc. were required for any of the properties. Therefore, no adjustments are required for this element of comparison.
5. A negative adjustment is made to Comparable Listing #2 to reflect the fact that listings seldom sell for the full listing price under current market conditions. The magnitude of these adjustments is based on interviews with the listing agents. No corresponding adjustment is made to Comparable Listing #1 since the listing broker reports that this listing price is very reasonable and may even be slightly low. No adjustments are made to the pending and closed sales for market conditions since no evidence exists which clearly indicates changes in market conditions over the period of time represented by the vacant parcels throughout the locations represented by the comparable sales.
6. Comparables #1, 2 and 5 are judged to be inferior to the subject in *location* since these properties are located in less desirable areas of the community. Comparables #3, 4 and 6 are superior to the subject in location due to locations which offer either superior commercial potential or a more attractive, desirable environment. Therefore, negative adjustments are made to these comparables for this element of comparison.

7. *Size* adjustments are made to the smaller and larger comparables in comparing them to the subject property. The magnitudes of the adjustments are based on the relationship between parcel size and unit price.

8. The subject and all of the comparables except #6 are fairly regularly shaped and no adjustments are required to these comparables for *configuration*. Comparable #6 is irregularly shaped and receives a positive adjustment.

9. No adjustments are made for *corner position* since this element of comparison is not judged to be of significance in analyzing properties of this type under current market conditions.

10. No adjustments are required for *topography* since the subject and all of the comparables are near level and are not impacted by the sloping terrain. The subject and some of the comparables are located in identified flood hazard areas, although these Zone X areas do not have restrictions with respect to building. Therefore, no adjustments are required for flood zone status.

11. Comparables #1 and 2 are judged to be inferior to the subject with respect to existing *infrastructure*. One of the streets which adjoins Comparable #1 is an unpaved roadway which would be less desirable for many prospective buyers. The listing broker for Comparable #2 reports that some extraordinary costs will likely be encountered to develop a suitable water source and septic system for the development of this property. These properties are inferior to the subject in this respect and receive positive adjustments for infrastructure. The other comparables are generally similar to the subject with respect to this element of comparison and no other adjustments are required.

12. No adjustments are made to for *zoning, density or highest and best use* in spite of the fact that the subject and the comparables have some differences in zoning. It may be noted that very little demand exists for either residential or commercially zoned parcels in this market and little distinction can be identified between the prices paid for parcels characterized by different commercial and residential zonings. Therefore, no adjustments are made for this element of comparison.

Adjustments for these elements are made where supported by market data and are summarized in the adjustment grid on the following page.

COMPARABLE ADJUSTMENT GRID

Comparable Number	1	2	3	4	5	6	Means
Property Identification	East 4th Street	E Central Ave	E Central Ave	223 N Main St	E Central Ave	450 W Central	
Size In Acres	3.00	4.44	1.73	0.87	2.63	7.81	3.41
Transaction Price	\$39,500	\$65,000	\$52,500	\$50,000	\$25,000	\$300,000	
Price Per Acre	\$13,167	\$14,640	\$30,347	\$57,471	\$9,506	\$38,412	\$27,257
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Adjustment %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Financing Terms	Cash Equiv.	Cash Equiv	Cash Equiv.	Cash Equiv.	Cash	OCB	
Adjustment %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Conditions of Sale	Typical	Typical	Typical	Typical	Typical	Typical	
Adjustment %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expend. After Sale	Typical	Typical	Typical	Typical	Typical	Typical	
Adjustment %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Price	\$39,500	\$65,000	\$52,500	\$50,000	\$25,000	\$300,000	
Adjusted Price/Acre	\$13,167	\$14,640	\$30,347	\$57,471	\$9,506	\$38,412	\$27,257
Market Conditions	8/17 Listing	8/17 Listing	8/17 Escrow	6/17 Sale	6/15 Sale	5/14 Sale	
Adjustment %	0.0%	-10.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment \$	\$0	(\$1,464)	\$0	\$0	\$0	\$0	\$0
MC-Adjusted Price	\$39,500	\$58,500	\$52,500	\$50,000	\$25,000	\$300,000	
MC-Adjusted \$/Acre	\$13,167	\$13,176	\$30,347	\$57,471	\$9,506	\$38,412	\$27,013
Location	Inferior	Inferior	Superior	Superior	Inferior	Superior	
Adjustment %	30%	20%	-10%	-30%	20%	-20%	
Adjustment \$	\$3,950	\$2,635	(\$3,035)	(\$17,241)	\$1,901	(\$7,682)	
Physical Character,							
Size in Acres	3.00	4.44	1.73	0.87	2.63	7.81	
Configuration	Similar	Similar	Similar	Similar	Similar	Similar	
Adjustment %	0%	10%	-20%	-30%	0%	15%	
Adjustment \$	\$0	\$1,318	(\$6,069)	(\$17,241)	\$0	\$5,762	
Vegetation/View	Similar	Similar	Similar	Similar	Similar	Superior	
Adjustment %	0%	0%	0%	0%	0%	-20%	
Adjustment \$	\$0	\$0	\$0	\$0	\$0	(\$7,682)	
Topography/Flood	Similar	Similar	Similar	Similar	Similar	Similar	
Adjustment %	0%	0%	0%	0%	0%	0%	
Adjustment \$/Acre	\$0	\$0	\$0	\$0	\$0	\$0	
Infrastructure	Inferior	Inferior	Similar	Similar	Similar	Similar	
Adjustment %	8%	3%	0%	0%	0%	0%	
Adjustment \$/Acre	\$3,000	\$2,000	\$0	\$0	\$0	\$0	
Corner	Yes	No	Yes	No	No	No	
Adjustment %	0%	No Adjust.	0%	No Adjust.	No Adjust.	No Adjust.	
Adjustment \$/Acre	\$0	No Adjust.	\$0	No Adjust.	No Adjust.	No Adjust.	
Zoning/Density/Use	Similar	Similar	Similar	Similar	Similar	Similar	
Adjustment %	0%	0%	0%	0%	0%	0%	
Adjustment \$/Acre	\$0	\$0	\$0	\$0	\$0	\$0	
Indicated Price \$/Acre	\$20,117	\$19,128	\$21,243	\$22,989	\$11,407	\$28,809	\$20,615
Net Adjustment \$/Acre	\$6,950	\$4,489	-\$9,104	-\$34,483	\$1,901	-\$9,603	
Net Adjustment %	52.8%	30.7%	-30.0%	-60.0%	20.0%	-25.0%	

Conclusion of Value

The unadjusted prices per acre indicated by the comparables range from \$9,506 to \$57,471 per acre, an inordinately wide range. The mean price per unit is \$27,257 per acre. After all adjustments, the range of value becomes from \$11,407 to \$28,809 per acre, with a mean of \$20,615 per acre. When the high and low indications of value are removed, the range is narrowed significantly to \$19,128 to \$22,989 per acre. The mean for this subset is changed slightly to \$20,869 per acre.

None of the comparables is especially similar to the subject and some emphasis is placed on fully adjusted values for all of the comparables and for the mean of the fully adjusted unit prices and the mean for the subset with the high and low values removed. A unit value equal to \$21,000 per acre is concluded for the subject property. This unit value is applied to the land area contained in this component of the subject parcel, as shown below.

$$3.47 \text{ Acres @ } \$21,000/\text{Acre} = \$72,870$$
$$\text{Rounded to } \$73,000$$

VALUE CONCLUSIONS

The value concluded for the subject property using the applicable approaches to value are summarized below.

Cost Approach:	N/A
Sales Comparison Approach:	\$73,000
Income Capitalization Approach:	N/A

Because only one approach to value is applicable in the valuation of the subject property, all emphasis is placed on this approach and a value equal to \$73,000 is concluded for the subject property.

By reason of my investigation and having given careful consideration to the factors which affect real estate value, I have concluded the following market value of the *fee simple estate* in the subject property, 'As Is', as of August 7, 2017:

**SEVENTY THREE THOUSAND DOLLARS
(\$73,000)**

EXPOSURE TIME & MARKETING TIME

This discussion includes analysis of both the *exposure time* and *marketing time*. Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Marketing time is the length of time it would probably take to sell the property if it were placed on the market on the date of valuation. This period of time begins with the date of valuation.

Both exposure and marketing time for the subject property are very subjective given the scarcity of sales of vacant parcels of land similar to the subject parcel in this market. As a result, it would not be surprising to find that it would take a fairly long time to locate a buyer with a preference for the subject's specific characteristics.

Based on these observations, it is concluded that the exposure time is as much as two years. In the absence of evidence which suggests that the market is likely to accelerate markedly in the foreseeable future, the exposure and marketing times for the subject property are generally the same.

ADDENDA

Subject Photos
Zoning Ordinance
Comparable Location Map
Comparable Photos
Letter of Engagement
Certification
Standard Assumptions and Limiting Conditions
Appraiser's State Certificate
Appraiser's Qualifications

351 N. Butler, Eagar, Arizona
Subject Photographs



View of the subject parcel taken from near its northwest corner.



View of the subject parcel taken from near its southwest corner.



View of the subject parcel taken from near its southeast corner.



View of the subject parcel taken from near its northeast corner.



Street view looking north on Butler Street.



Street view looking south on Butler Street.



Street view looking north on Brant Street.



Street view looking south on Brant Street.



Street view looking east on 3rd Avenue.



Street view looking west on 3rd Avenue.



Street view looking west on 4th Avenue.



View of the existing building which encroaches on the subject parcel.

Chapter 18.32 - R1-10 SINGLE-FAMILY RESIDENTIAL ZONE

Sections:

18.32.010 - Purpose.

This district is intended to promote and preserve medium density single-family residential development. Regulations and property development standards are designed to protect the single-family residential character of the district and to prohibit all incompatible activities. Land use is composed chiefly of individual homes, together with required recreational, religious and educational facilities. An "R" at the end of this zoning designation means manufactured homes are prohibited.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

18.32.020 - Permitted uses.

In the R1-10 zone, the following uses are permitted:

- A. One single-family dwelling, multigenerational dwelling, modular (factory built) home or manufactured home.
- B. Customary accessory uses and buildings, provided such uses are incidental to the principal use;
- C. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon completion of or abandonment of the construction work;
- D. Home occupations;
- E. Keeping of large animals and livestock;
- F. Residential facilities for the developmentally disabled as described in A.R.S. Sections 32-581 and 32-582, which are licensed by the department of economic security;
- G. Any such other uses which are determined by the planning and zoning commission to be similar to those uses listed in this section and not detrimental to the public health, safety and general welfare.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

18.32.030 - Conditional uses.

In the R1-10 zone, the following uses require a conditional use permit:

- A. Publicly-owned and operated parks and recreation areas and centers;
- B. Churches or similar places of worship;
- C. Public and private elementary and high schools;
- D. Colleges and universities;
- E. Temporary home and land sales offices and model homes, provided they are located within the same subdivision as that land and home which are offered for sale;
- F. Golf courses and country clubs;
- G. Cemeteries;

- H. Professional offices related to any of the following occupations: executive, administrative, accounting, banking, writing, clerical, stenographic, graphic art, real estate, lawyer, architect and engineer;
- I. Nursery schools and day care centers;
- J. Public utility buildings, structures or appurtenances thereto for public service use. Extension of public service lines in public or private right-of-way is exempt from this requirement;
- K. Any such other uses which are determined by the planning and zoning commission to be similar to those uses listed in this section and not detrimental to the public health, safety and general welfare.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

18.32.040 - Development standards.

TABLE 1											
Zoning District	Min. Lot Area	Min. Lot Per Unit	Min. Avg. Lot Width	Min. Lot Frontage	Min. Front Yard	Min. Side Yard	Min. Rear Yard	Min. Size Dwelling	Max Lot Coverage	Max Bldg. Height	Minimum Finished Floor Elevation
R1-10	10,000 sq. ft.	10,000 sq. ft.	70 ft.	30 ft.	20 ft.	10 ft.	10 ft.	1,000 sq. ft.	40%	30 ft. See "a"	See "b" and "c"

- a. Heights over thirty feet may be allowed with a conditional use permit.
- b. For parcels in a flood zone, check with floodplain manager for finished floor elevation.
- c. **Minimum Elevation of Lowest Finished Floor.** The determination of the minimum elevation of the lowest finished floor shall be made by the community development director on a site-specific basis. However, in general, if the height of the top of the stem wall is lower than the crown of the nearest road to any corner of the building, the lowest finished floor must be 18 inches above the highest point of the finished dirt grade adjacent to the building. Any parcel with the lowest finished floor elevation higher than the nearest road at the crown must be elevated twelve inches above the highest point of finished dirt grade adjacent to building. Sub grade construction will have an International Residential Code (IRC) approved water barrier applied up to twelve inches above grade. All other construction will be elevated as required by the IRC, or as required by Title 16, Flood Damage Prevention.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

18.32.050 - General Provisions.

- A. Accessory Buildings.
1. Detached. Any detached accessory building or swimming pool in any zone shall not be located in the required front yard, shall be at least three feet from the main structure, shall be at least three feet from the rear and interior side lot lines and outside of any easement.
 2. Area of Accessory Buildings. Accessory buildings in any residential zone shall cover not more than twenty-five percent of the rear yard.
 3. Prohibited as Living Quarters. Living and sleeping quarters shall not be permitted in any accessory building in any residential zone.
- B. Accessory Uses. Use which is incidental, related, appropriate and clearly subordinate to the main use of the lot or building, and which does not alter the principal use of the lot or building, shall be allowed to be established.
- C. Alternative Power Generation.
1. Rooftop, building-mounted, ground-mounted and freestanding alternative heating, cooling units, greenhouses, wind generation and associated apparatus are permitted in all zoning districts, notwithstanding any other provision of this title.
 2. Alternative power generation equipment may be located in a rear or side yard, provided that such apparatus does not cover more than thirty percent of that side or rear yard and shall be no closer than three feet to any lot line.
 3. Alternative power equipment is subject to the height requirements in this section, item "E".
 4. Alternative power generation units may be located in the front yard, provided a conditional use permit has been obtained for that purpose.
 5. Towers. When towers are used for the generation of electricity or the mounting of alternative power equipment, such towers shall be placed on the property so that if the tower were to collapse, the tower would remain on the property that it is located. The setback shall be the height of the tower or highest point of the supported equipment plus ten feet.
 6. Permits. All alternative power generation equipment installations are required to have a permit and site plan approval.
- D. Reserved.
- E. Building Height Requirements.
1. Application. No building shall be erected, reconstructed or structurally altered to exceed in height the limit hereinafter designated for the zone in which such building is located, except as otherwise specifically provided.
 2. Exceptions. Height regulations established elsewhere in this title shall not apply:
 - a. In any district, to church spires, belfries, cupolas and domes not for human occupancy; monuments, water towers, flagpoles, provided that such structures shall be so located and constructed that if it should collapse, its reclining length would still be contained on the property on which it was constructed;
 - b. In any district, to noncommercial radio or television antennas;
 - c. In any district, to solar heating or cooling apparatus, the plans of which have been approved by the community development director.
- F. Dead or Diseased Tree Removal on Private Property. The owner of any private property within the town of Eagar shall remove all dead and diseased trees from their private property when such trees constitute a hazard to life or property or harbor insects or disease, which constitute a potential threat to other trees within the town. In the event of the failure of the owners to remove dead or diseased trees, the town may abate the removal as outlined in Title 8 of the town code.

G. Home Occupations. Home occupations shall be permitted in this residential zone, subject to the following requirements:

1. Home occupations shall be conducted within a dwelling, an enclosed accessory building, or ten percent of the total property may be used for the home occupation, or outdoor storage associated with the home occupation. If the use or storage is not confined within a building, total shielding of that portion of the property is mandatory by a minimum of a six-foot solid fence.
2. Residential dwellings are exempt from area requirements.
3. The area of an accessory building shall not exceed one thousand square feet for a home occupation except by an approved conditional use permit.
4. A home occupation may not be conducted in any structure in the front yard setback.
5. Delivery Vehicles. No home occupation shall be conducted which requires delivery vehicles or other services not customary to a residence.
6. Nuisances as defined in Section 18.08.390.

H. Manufactured Home Placement.

1. Mobile homes as defined in this code (built prior to June 15, 1976) may not be moved into the town of Eagar or from lot to lot in the town of Eagar.
2. Manufactured homes, as defined by this code twenty years and older may not be moved into the town of Eagar or from lot to lot in the town of Eagar.
3. Manufactured homes meeting the above guideline shall be permitted in this zoning district provided that it conforms to the following additional requirements:
 - a. Be adequately anchored and attached to a foundation providing for vertical loads, uplift and lateral forces. There shall also be a concrete masonry unit (CMU) skirting or other approved skirting material; the design review board shall approve such other material. In all installations the bottom of the lowest I-beam will be a minimum of six inches above the finished grade at any point and be in compliance with Eagar's floodplain damage prevention ordinance.
 - b. Have a minimum width of twenty feet.
 - c. Be covered with an external material customarily used on conventional dwelling such as composition board (T1-11) vinyl or aluminum siding;
Exception:
 - i. Doors that only provide access to equipment closets such as those that contain water heaters and furnaces.
 - d. If a garage, carport or room addition is constructed, the external material and roofing shall be the same as the dwelling unit. Asphalt shingles, metal roofing or other acceptable material shall be used;
Exception:
 - i. Doors that provide access for personal vehicles.
 - e. Have a roof pitch of not less than three-inch vertical rise for each twelve inches (3-12 pitch) of horizontal run and consisting of shingles or other material customarily used for conventional dwellings. Any nonconventional material shall be approved by the design review board.
 - f. Manufactured homes roof shall have a snow load rating of thirty PSF.
Exceptions:

- a. Drawing showing size, height, location and shape of sign;
 - b. Description of materials used and method of mounting;
 - c. Landscaping;
 - d. Existing signs;
 - e. Any information the community development might need to evaluate the sign proposal;
 - f. Payment of the filing fee in an amount established by a schedule adopted by resolution of the council. No part of the filing fee shall be returnable. Payment of the filing fee shall be waived when the petitioner is an official or agency of the city, county, state or federal government;
 - g. Plan Review. Within ten days after receipt of a complete application for a sign permit, community development shall review the sign plans, and deny, approve or conditionally approve said plans, basing the decision on the conformity of the proposal with the provisions of this section.
3. Illumination. Every illuminated sign must be placed as to prevent glare or reflection from being cast on any adjoining residentially zoned property, or any beam or ray of light from being directed at any portion of a public street, alley, or other right-of-way.
 4. Maintenance. Signs must be cleaned and repainted, as necessary, and otherwise maintained to prevent and eliminate peeling, cracking, discoloration, fading, covering with dirt or other material, and other similar problems caused by common weather conditions.
 5. Nonconforming Signs. Any nonconforming sign may be continued in use; except, that in the event that any such sign is damaged to exceed fifty percent of the reproduction value, or is removed or destroyed by any means whatsoever, including fire, collapse, explosion, act of the owner, act of public enemy, or act of God, such signs may be restored, reconstructed, altered or repaired only to conform with the provisions of this chapter. Reasonable repairs may be made to nonconforming signs. No improvements or expansion of nonconforming signs are permitted.
 6. Area.
 - a. The area of the signs composed of individual fabricated or painted letters mounted directly on a building facade without painted or other background shall be computed by measuring the squared off area of individual letters and adding fifty percent of the total area of the letters.
 - b. For all other types of signs, the area shall include the entire area within a single continuous perimeter enclosing the extreme limits of the sign.
 - c. A spherical, double-faced or multi-faced sign shall be counted as one sign, and its measured area shall be the maximum surface, which is visible from any single viewing position on or above the ground.
 7. Signs in the Public Right-of-Way.
 - a. Business signs placed in a town right-of-way may not exceed thirty-six inches in height or six square feet in total area. Signs may be placed in a town right-of-way only after the planning and zoning commission approves the design and location with the following exceptions:
 - b. Special event signs will be allowed in town rights-of-way. They shall not exceed three square feet in total area and thirty-six inches in height. They are allowed for a period not longer than ten days prior to the event and shall be taken down within two days after the event.
 - c. For approved signs that are to be placed in a right-of-way where the business is not located, the owner of the sign is responsible to get written permission from the adjoining property owner of the right-of-way where the sign is to be placed.

- d. No sign may be erected or maintained at or near any intersection of streets, alley, or other public right-of-way such that it would obstruct free and clear vision; or at any location where, by reason of its position, shape, color, or illumination, it could interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device, or with any device mounted on a police or fire protection vehicle; or which makes use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character such that it would interfere with, mislead, or confuse traffic.
 - e. Damage. The town will not be held responsible for any damage done to any sign placed in any right-of-way. The owner of the sign will be responsible for the removal or repair of the sign no matter how it was damaged.
 - f. Annual Renewal/Revocation of Use. The owner of a sign placed in the town right-of-way that requires a permit, will apply annually for the sign permit. The planning and zoning commission may at any time revoke or deny the use of any town right-of-way for the placement of a sign. After written notice of revocation or nonrenewal, the owner of the sign will remove the sign within thirty days after notification.
 - g. Signs allowed by this section may not be placed in any ADOT right-of-way.
 - h. Temporary real estate signs, not to exceed three square feet may be placed in the public right-of-way as long as the premises being sold or constructed, fronts on said public right-of-way. Signs shall be located within two feet of the property line and may be placed perpendicular to roadway. Signs shall be installed in such a manner as to prevent signs from creating a hazard for traffic or pedestrians.
 - i. Each real estate company who desires to place signs in the right-of-way shall pay an annual fee established by the town council.
8. State Regulations. Along all state highways, state regulations govern where they are more restrictive than those contained in this chapter.
9. Political Signs.
- a. Main Street from Seventh Avenue South to Second Street is designated as a commercial tourism sign-free zone. No political signs are allowed to be placed in any right-of-way in this area.
 - b. In all residential/commercial zones, prior to placing any political sign in any right-of-way, those placing the political sign shall receive written permission from the adjoining property owner to place a political sign in front of that property.
 - c. The height of any political sign in any town right-of-way shall not be over thirty-six inches.
 - d. In addition to the requirements listed above, political signs shall comply with A.R.S. Section 16-1019.
10. Temporary Signs. Real estate, construction, and subdivision development signs may be located within the front setback, but must be removed within fifteen days after the property on which they are located has been sold or leased, or within fifteen days after completion of the construction work.
- a. Construction. One temporary sign not exceeding thirty-two square feet which names the realty company, architect, engineer, owner and/or contractor may be located on the site of any structure under construction, renovation alteration, or removal.
 - b. Real Estate. Every lot may have one temporary real estate sign plus one additional sign for every three hundred fifty feet of street or highway frontage in excess of three hundred fifty feet provided that such signs advertise only the sale, lease, or hire of the premises on which they are located, and:
 - i. In residential zones, no such sign may exceed six square feet except by an approved conditional use permit.

- ii. In nonresidential zones, no such sign may exceed thirty-two square feet.
 - c. Residential development signs will be limited to one temporary sign at each entrance of a subdivision which names the developer, owner, and/or realty company.
 - i. The sign will not exceed thirty-two square feet in area, not be taller than sixteen feet in height.
- 11. Directional Signs. Directional signs may not exceed three feet in height or two square feet in area.
 - a. Real estate directional signs may only be arrow type signs and shall be allowed in the public right-of-way.
- 12. With Residential Uses.
 - a. An address sign not exceeding two square feet in area.
 - b. A name plate sign indicating the resident's name, title, and address not exceeding four square feet in area and limited to one such sign per premises or dwelling unit.
 - c. On-Site Directional Signs. No such sign may exceed two square feet.
 - d. Home occupation signs indicating the nature of the business name of the owner, address, and phone number not exceeding six square feet in area, attached to the dwelling and limited to one such sign per dwelling unit.
- 13. With Non-Profit Uses.
 - a. Signs for non-profit organizations or institutions, limited to one per property and not exceeding the following limits:
 - i. One square foot for each one and one-half linear feet of building frontage not to exceed thirty-two square feet in area;
 - ii. Height, freestanding: eight feet; wall-mounted eight feet;
 - iii. No source of illumination may be visible;
 - iv. Set back from any property line at least fifteen feet.
 - b. Signs up to thirty-two square feet in area for each building or occupancy upon approval of a conditional use permit for size, height, and location.
- L. Temporary/Secondary Dwellings.
 - 1. A separate dwelling structure may be placed on a residential lot as a secondary and/or temporary residential dwelling if:
 - a. The proposed occupant(s) is/are a family member or individual who has no known family and/or no means of support who requires special care or is aged or infirm and is incapable of maintaining a complete separate residence;
 - b. The setbacks and placement standards in the underlying zone can be met by the proposed location of the secondary or temporary dwelling;
 - c. The proposed dwelling will meet the standards and requirements of the department of building and fire safety, division of manufactured housing;
 - d. The site conditions imposed by the conditional use permit procedure are met.
 - 2. Approval of a conditional use permit for a proposed temporary dwelling is subject to the following:
 - a. An approved conditional use permit for the temporary dwelling shall be granted to the applicant and shall not be deemed to run with the land; and
 - b. An approved conditional use permit for the secondary or temporary dwelling is valid for a period as deemed appropriate; provided, however, the community development director shall revoke such permit at any time, if any of the reasons for which the permit was granted are no longer applicable, or if any imposed conditions are violated.

3. A recreational vehicle (such as motor home, camp trailer, camper, etc.) may be occupied on a residential lot for a maximum of thirty consecutive days, not to exceed a total of forty-five days per calendar year, without approval of a conditional use permit. The intent is to allow relatives or friends the privilege of visitation, while maintaining their privacy, for a short period of time or for an immediate, but temporary, solution for hardship or emergency living quarters.

M. Walls and Fences.

1. Height. No wall, hedge or solid fence over four feet high, or other fence, such as chain link, wrought iron, split rail, peeled pole or pipe, over five feet high shall be maintained or constructed nearer to the street line than the required front or street-side building setback line or intersection visibility triangle requirements, nor be more than six feet in height in any rear or side yards, provided that fences exceeding the above heights may be built around schools and other public or quasi-public institutions when necessary for the safety or restraint of the occupants thereof, or for other uses when a conditional use permit has been secured for such purposes. These height regulations shall not apply when fences of greater height are required by the planning and zoning commission in order to provide adequate screening as required by this title.
2. Hazardous Materials. No wall or fence shall contain barbed wire or electrical current or charge of electricity (except for the containment of livestock), broken glass, or similar hazardous materials except by an approved conditional use permit. Fences containing electrical current or barbed wire are a permitted use for the containment of livestock.
3. Materials and Design. Fences and walls shall be constructed of material in good condition only. Material must be wood, woven wire, rock, masonry, or pipe of conventional design. Fences or walls of other than specified material or of other than conventional design shall be allowed only by conditional use permit.
4. Permanent Swimming Pools. All permanent swimming pools shall be enclosed by a solid wall, wood or chain link fence not less than five feet or more than six feet in height so as to prevent uninvited access.

N. Yard/Garage Sales.

1. Yard or garage sales may be held in all zones. There may be twelve such sales held at any given property during any calendar year. No such sales may be held longer than what would be considered reasonable for a typical yard sale. All signs used for attention getting or directions must comply with the following;
2. Yard, garage and moving sale signs may only be allowed in town rights-of-way not to exceed three square feet in total area and thirty-six inches in height, for a period not longer than seventy-two hours. Any yard, garage and moving sale sign will indicate the date(s) of the sale and the complete physical address. All such signs will be anchored and placed in such a manner to prevent them from creating a hazard for traffic or pedestrians. Any such sign not having this information or adequate anchoring or placement will be immediately removed. The town will remove any sign placed on a sidewalk or not removed within twenty-four hours after the sale has ended, and the property owner who placed it there may be cited for a violation of this code.

O. Yard, Lot and Area Requirements.

1. Generally. No building shall be erected, nor shall any existing building be altered, enlarged, moved or rebuilt, nor shall any open space surrounding any building be encroached upon or reduced in any manner, except in conformity with the yard, lot, area and building location regulations designated in this title for the zone in which such building or open space is located, except as otherwise specifically provided.
2. Yards. Except as provided in this title, every part of a required yard shall be open to the sky and unobstructed. Trees, shrubbery, etc., and accessory structures as allowed in this title, shall not be considered obstructions.

3. Yard Space for One Building Only. No required yard or other open space around an existing building, which is needed to comply with the provisions of this title, shall be considered as providing a yard or open space for any other building; nor shall any yard or other required open space on an adjoining lot be considered as providing the yard or open space on the lot where a building is to be erected or established.
4. Intersection Visibility Triangle. Within a triangle formed by the street front and side lot lines and a line connecting these lot lines at points measured along these lot lines a distance of twenty-five feet from their intersection, all fixtures, construction, hedges, shrubbery and other planting shall be limited to a height not over three feet above the elevation of the street line level at the same intersecting streets. Within the same triangle, and in the cases where front yards are terraced, the ground elevation of such front yards shall not exceed three feet above the established street line elevation at the said intersecting streets.

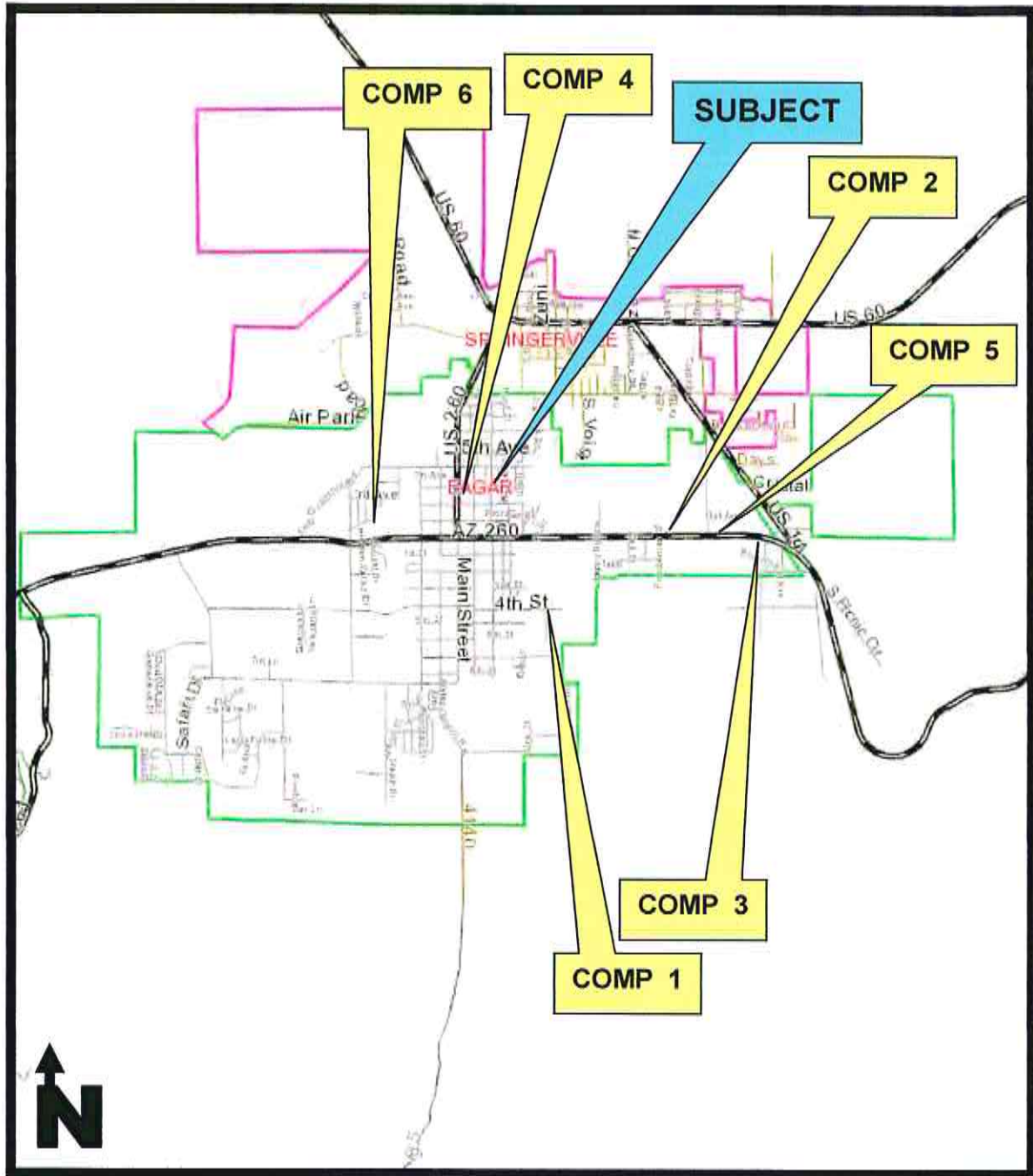
(Ord. No. 2013-04, Exh. A, 5-7-2013; Ord. No. 2016-01, Exh. A., 3-1-2016; Ord. No. 2016-05, Exh. B, 6-18-2016; Ord. No. 2017-01, Exh. A, 2-7-2017)

18.32.060 - Off-street parking and loading.

In the R1-10 zone, the off-street parking and loading provisions in Chapter 18.68 of this title shall apply.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

LAND COMPARABLES



COMPARABLE PHOTOS



**LAND COMPARABLE #1
104-23-007V (EAGAR)**



**LAND COMPARABLE #2
104-03-018D (EAGAR)**



**LAND COMPARABLE #3
104-24-002L (EAGAR)**



**LAND COMPARABLE #4
104-11-036C & 036D (EAGAR)**



LAND COMPARABLE #5
104-06-022A (EAGAR)



LAND COMPARABLE #6
104-20-001C, 001D, 104-17-007B, 011 (EAGAR)

HUCK APPRAISAL OFFICE

Rec'd
7-14-17

Robert C. Huck, MAI
724 Gail Gardner Way • Prescott, Arizona 86305
Phone (928) 778-7171 • Fax (928) 778-7272
Email: hanaine@cableone.net

July 10, 2017

Chris G. Sexton, Health Director
Apache County Health Department
P.O. Box 697
Saint Johns, Arizona 85936

Email: csexton@co.apache.az.us

Re: Appraisal of two properties in Eagar, Arizona.

Dear Mr. Sexton:

As a follow up to our recent communications, I submit this engagement letter for appraisals of the above referenced properties.

Subject Property	A.) 42.29 acres in Eagar, AZ B.) 351 N. Butler, Eagar, AZ
APN:	A.) Portion of 104-29-003C (Apache County) B.) 104-11-026A (Apache County)
Client:	Apache County Health Department
Intended Users:	Chris Sexton of Apache County Health Department and/or his designees
Intended Use:	Establish potential purchase price
Interest Appraised:	Fee Simple Estate
Appraisal Premise:	'As Is' as of the date of valuation
Purpose:	Estimate the market value of the fee simple interest in the subject property as of the date of valuation.
Date of Valuation:	Current, as of date of inspection
Reporting Option:	USPAP compliant Appraisal Reports
Scope:	Inspect subject property and area; compile data to process the sales comparison approach to value. Changes to the scope of the appraisal may result in revisions to the fee and/or delivery date.

July 10, 2017

Mr. Sexton:

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Fee:	\$8,000 (Total for both properties)
Delivery:	August 17, 2017
Number of Copies:	Electronic PDF copy of report (Please make arrangements in advance for hard copies)
Certification:	Attached
Assumptions & Limiting Conditions:	Attached

The appraisal shall be prepared for the Apache County Health Department, my client, and is for the sole and exclusive use of Chris Sexton of Apache County Health Department and/or his designees to assist in decisions regarding the subject property. I request that you seek my written authorization before releasing the reports to any other party.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Attached to this letter you will find a copy of our Statement of Limiting Conditions and Appraiser's Certification which are attached to all appraisals prepared by this office. Please review and sign the last page of each of these documents and return the executed copy to me indicating your acceptance and approval of the Limiting conditions and Appraiser's Certification.

It is generally the policy of federally insured financial institutions, to select an appraiser approved by their Board of Directors, and be responsible for the origination of the appraisal assignment. This policy has been mandated by federal regulation. By ignoring this procedure, the lender may require a second appraisal by another qualified appraiser. THE OWNER is aware of this policy and acknowledges that THE APPRAISER cannot be held responsible for the actions of the lender.

The estimated completion date of the appraisal is August 17, 2017. I can only complete the appraisals by this date if I receive from you in a timely manner any relevant information needed for the preparation of the report. I will proceed with the preparation of this appraisal upon receipt of signed copies of this letter, Statement of Limiting Conditions and Appraiser's Certification. The appraisal fee is due upon completion of the appraisals.

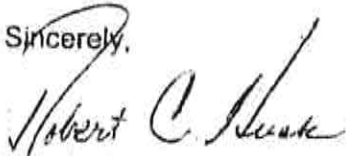
July 10, 2017

Mr. Sexton:

Page Three

If you have any questions about anything contained in this letter or in any of the attachments, please give me a call.

Sincerely,

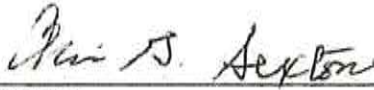


Robert C. Huck

Certified General Real Estate Appraiser

Certificate No. 30123

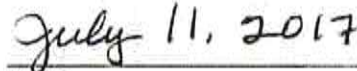
Engagement Letter Accepted:



Chris Sexton

Health Supervisor

Apache County Health Department



Date

CERTIFICATION

(The following certification will be signed by the appraiser and included in the valuation services report.)

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION

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12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, I, Robert C. Huck, MAI, have completed the continuing education program for designated members of the Appraisal Institute.

14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

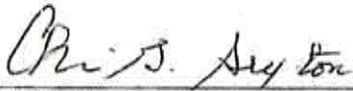
15. I hereby certify that I am competent to complete the appraisal assignment. The reader is referred to the appraiser's Statement of Qualifications contained in the Addenda.

16. All extraordinary assumptions, hypothetical conditions and limiting conditions imposed by the terms of the assignment or by the undersigned, affecting the analysis, opinions and conclusions contained in this report are contained herein.

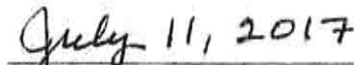
17. No change of any item of the appraisal report shall be made by anyone other than the Appraiser, and if changed, the Appraiser shall have no responsibility for any such unauthorized change.

(The preceding certification will be signed by the appraiser and included in the valuation services report.)

I acknowledge receipt of this certification:



Chris Sexton
Health Supervisor
Apache County Health Department



Date

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

(The following Statement of Standard Assumptions and Limiting Conditions will be included in the appraisal report)

By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

1. **LIMIT OF LIABILITY:** The liability of Huck Appraisal of Northern Arizona, Inc. and employees and affiliated independent contractors is limited to the client only and to the fee actually received by the appraiser (total per appraisal). Furthermore, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignments and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of a lawsuit (brought by the lender, partner or part owner in any form of ownership, tenant, or other party), any and all awards, settlements of any type in such suit, regardless of outcome, the client will hold the Appraiser completely harmless in any such action.

2. **COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:** Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Except as hereinafter provided, the client may distribute copies of this

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

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appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public for use by the advertising media, public relations, news, sales or other media for public communication without the prior written consent of the Appraiser.

3. **CONFIDENTIALITY**: This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designate as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. **TRADE SECRETS**: This appraisal was obtained from Huck Appraisal of Northern Arizona, Inc. or related companies and/or its individuals of related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempt from disclosure under 4 U.S.C. 552 (b) (4). (Notify the Appraiser(s) signing report or an officer of Huck Appraisal of Northern Arizona, Inc. of any request to reproduce this report in whole or part.)

5. **INFORMATION USED**: No responsibility is assumed for accuracy of information furnished by the work of others, the client, his designate, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Huck Appraisal of Northern Arizona, Inc. and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. (It is suggested that the client consider independent verification as prerequisite to any transaction involving sale, lease, or other significant commitment of funds on the subject property.)

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 3

6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE: The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. EXHIBITS: The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos may be included for the same purpose. Site plans are not surveys unless shown from a separate surveyor.

8. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL, HIDDEN COMPONENTS, SOIL: The Appraiser and/or firm has no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designate, or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance) and such. The lender and owner should inspect the property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representation is made herein as to these matters unless specifically stated. Unless stated, the value estimate assumes no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, the Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 4

The appraisal is based on there being no hidden, unapparent conditions of the property site, subsoil, structures or toxic materials which would render it more or less valuable. The appraiser and firm have no responsibility for any such conditions or for any expertise or engineering to discover them. Conditions of heating, cooling, ventilation, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraiser has no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

9. LEGALITY OF USE: The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority whether local, state, federal and/or private, have been or can be obtained or renewed for any use considered in the value estimate.

10. COMPONENT VALUES: The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

11. AUXILIARY AND RELATED STUDIES: No environmental or impact studies, special market study of analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

12. DOLLAR VALUES, PURCHASING POWER: The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and the price of the dollar as of the date of the value estimate.

13. EXCLUSIONS: Furnishings, equipment, personal property and business operations, except as specifically indicated or if typically considered a part of the real estate, have been disregarded. Only the real estate is considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 5

14. **PROPOSED IMPROVEMENTS:** Proposed improvements and repairs are assumed to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. The estimate of market value is as of the date shown and assumes completion as described in the report. Completion significantly different than described may change the value estimate.

15. **VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:** The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value, or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation and are subject to changing market conditions.

The "Estimate of Market Value" or "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity, or financing are different than that envisioned in this report.

16. **MANAGEMENT OF THE PROPERTY:** It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor super-efficient.

17. **CONTINUING EDUCATION CURRENT:** The Appraisal Institute conducts voluntary programs of continuing education for their designated members; MAI and SRPA Designates who meet the minimum standards of this program are awarded periodic educational certification. The MAI signing this report is currently certified under the program(s).

18. **FEE:** The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. The fee for services is not contingent on any predetermined result or approved amount.

19. **AUTHENTIC COPIES:** The authentic copies of this report have original signatures of the appraiser(s) completing the report. Any copy that does not have the above is unauthorized and may have been altered.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 6

20. **INSULATION AND TOXIC MATERIALS:** Unless otherwise stated in this report, the Appraiser(s) signing this report has (have) no knowledge concerning the presence or absence of toxic or hazardous materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present the value of the property may be adversely affected. The existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser unless otherwise stated. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
21. **REVIEW:** Unless otherwise noted herein, named review Appraiser of/from Huck Appraisal of Northern Arizona, Inc., has reviewed the report and has not necessarily inspected the subject nor market comparable properties.
22. **CHANGES, MODIFICATIONS:** The Appraisers and/or officers of Huck Appraisal of Northern Arizona, Inc. reserve the right to alter statements, analyses, conclusions or any value estimates in the appraisal if facts pertinent to the appraisal process become known which were unknown to us when the report was finished.
23. **AFTER TAX ANALYSIS, AND/OR VALUATION:** Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or possible returns on investment at an assumed value or price paid. Note that the Appraiser(s) does not claim expertise in tax matters and advises the client and any other using the appraisal to seek competent tax advice as the Appraiser is in no way to be considered a tax advisor or investment advisor.
24. **AMERICANS WITH DISABILITIES ACT:** Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value marketability or utility.
25. **ENVIRONMENTAL CONDITIONS:** The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

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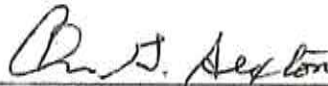
The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the results of the routine observations made during the appraisal process.

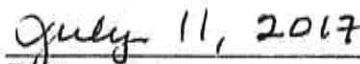
Acceptance of, and/or use of, this appraisal report by the client or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated client and not to subsequent parties or users of any type, and the total liability of appraiser and firm is limited to the amount of fee received by the Appraiser.

(The preceding Statement of Standard Assumptions and Limiting Conditions will be included in the appraisal report)

I acknowledge receipt of the Standard Assumptions & Limiting Conditions:



Chris Sexton
Health Supervisor
Apache County Health Department



Date

STATE OF ARIZONA

**Department of Financial Institutions
Real Estate Appraisal Division**

BE IT KNOWN THAT

ROBERT C. HUCK

HAS MET ALL THE REQUIREMENTS AS A

Certified General Real Estate Appraiser

This certificate shall remain evidence thereof unless or until the same is suspended, revoked or expires in accordance with provisions of law.

CERTIFICATE NUMBER

30123

EXPIRATION DATE

August 31, 2018

In witness whereof the Real Estate Appraisal Division of the
Department of Financial Institutions caused to be signed by
the Division Manager on behalf of the Superintendent on the
22nd day of July, 2016.



Debra Rudd

QUALIFICATIONS OF ROBERT C. HUCK, MAI
Certified General Real Estate Appraiser, Certificate No. 30123

EDUCATION:

Arcadia High School; Phoenix, AZ, 1965 - 1969, High School Diploma
Southern Methodist University; Dallas, TX 1969 - 1973. Graduated Cum Laude with BA in Economics. Phi Beta Kappa. Extensive course work in Business and Investments.
University of Adelaide; Adelaide, South Australia, 1974. Post Graduate courses in Economics.
Arizona Department of Real Estate: Passed Licensing Exam, 5/81.
Appraisal Institute: Received MAI Designation, July, 1988
State of Arizona Board of Appraisal

EXPERIENCE:

Owner and President of Huck Appraisal of Northern Arizona, Inc., 724 Gail Gardner Way, Prescott, Arizona; May 1997 to Present.
Independent Fee Appraiser, Appraisal Consultants (formerly Russell L. Parker Company), 814 West Gurley Street, Prescott, AZ; July 1984 to May 1997.
Independent Fee Appraiser, RAM Enterprises, Prescott, AZ; 1983 to July 1984.
Real Estate Sales, Sandretto Properties, Inc., Prescott, AZ; 1981-1983; Commercial/Indust. Sales
Owner/President of Squires, Inc., DBA the Two Squires Restaurant, Prescott, Arizona; 1979-1981

PROFESSIONAL DESIGNATIONS

Member, Appraisal Institute (MAI Certificate #7882)
Certified General Real Estate Appraiser, State of Arizona; (Certificate Number 30123)

ORGANIZATION MEMBERSHIPS

Member, Phoenix Chapter, Appraisal Institute
Member, Prescott Kiwanis Club
Member, Prescott United Methodist Church

COURT TESTIMONY

Qualified as an expert witness: Yavapai County Superior Court, Division II
Qualified as an expert witness: U.S. Bankruptcy Court, Phoenix, AZ
Qualified as an expert witness: Mohave County Superior Court
Qualified as an expert witness: Coconino County Superior Court
Qualified as an expert witness: Colorado District Court, Garfield County, CO
Qualified as an expert witness: California District Court, Orange County, CA

SCOPE OF APPRAISAL WORK:

Experience includes the valuation of single & multi-family residential properties, subdivisions, mobile homes, condominium projects, bare land and acreage, retail, office, motel, restaurant, storage, commercial, industrial properties, easement/right of way condemnation and special purpose properties.

APPRAISAL COURSES & SEMINARS

National Association of Independent Fee Appraisers (NAIFA), "Manfctrd Housing Seminar", 2/84
NAIFA, "Mini-Math For Appraisers Seminar," 6/84.
NAIFA, "Member Appraisal Examination," 11/84
Arizona School of Real Estate, "Case Studies, Rules & Regulations Seminar, 4/85
Arizona School of Real Estate, "Introduction to Tax Shelters Seminar," 4/85
NAIFA, "Depreciation Seminar," 7/85
American Institute of Real Estate Appraisers (AIREA), "Problem Solving In Today's Market", 9/85
AIREA, "Standards of Professional Practice," Course Attendance/Exam 2-3, 9/86
AIREA, "Real Estate Appraisal Principles," Challenged & Passed Exam 1A-1, 9/86
AIREA, "Basic Valuation Procedures," Challenged & Passed Exam 1A-2, 9/86
AIREA, "Capitalization Theory & Technique, Part A," Course Attendance/Exam 1B-A 7/87
AIREA, "Capitalization Theory & Technique, Part B," Course Attendance/Exam 1B-B, 6/87
AIREA, "Case Studies in Real Estate Valuation," Course Attendance/Exam 2-1, 10/87
AIREA, "Valuation Analysis and Report Writing," Course Attendance/Exam 2-2, 10/87
AIREA, Submitted "Income-Property Demonstration Appraisal Report," 9/87; Passing Grade, 1/88
AIREA, Wrote "Comprehensive Examination", February, 1988; Received Passing Grade, 3/88
Resolution Trust Corporation (RTC), Seminar "RTC Appraisal Seminar", 12/90
Appraisal Institute (AI), "Standards of Professional Practice, Part A" Attendance/Exam, 2/91
AI, "Exam Preparation Seminar/Arizona Appraisal Law," Seminar Attendance/ Exam, 3/91
AI, "Standards of Professional Practice, Part B" Course Attendance/Exam, 5/92
AI, "Subdivision Analysis", Attended Seminar, 4/93
AI, "Standards of Professional Practice, Part A", Course Attendance/Exam, 4/94
AI, "Market Analysis", Seminar Attendance, 6/94
AI, "Fair Lending & The Appraiser", Seminar Attendance, 6/94
AI, "Understanding Construction Documents", Seminar Attendance, 6/94
AI, "Understanding Limited Appraisals", Seminar Attendance, 6/94
AI, "Standards of Professional Practice, Part B" Course Attendance/Exam, 10/95
AI, "Evaluations", Seminar Attendance, 10/95
AI, "Litigation", Seminar Attendance, 11/95
AI, "Special Purpose Properties", Seminar Attendance, 11/95
AI, "Highest & Best Use Applications", Seminar Attendance, 6/96
AI, "Data Confirmation & Verification", Seminar Attendance, 6/96
AI, "The Internet & Appraising", Seminar Attendance, 10/96
AI, "Tomorrows Appraiser, Videoconference", Seminar Attendance 10/96
AI, "Environmental Law", Seminar Attendance 11/96
AI, "Eminent Domain & Condemnation", Seminar Attendance 9/97
AI, "Internet Strategies for Appraisers", Online Education 2/00

APPRAISAL COURSES & SEMINARS (Continued)

- AI, "Appraising Non-Conforming Properties", Seminar Attendance 2/00
- AI, "Condemnation Appraising", Seminar Attendance 5/00
- AI, "Appraising From Blueprints", AI Online Education 10/00
- AI, "Residential Database Training", AI Online Education 2/01
- AI, "Analyzing Operating Expenses", AI Online Education 3/01
- AI, "Introduction to GIS", AI Online Education 10/01
- AI, "Using HP12C Calculator", AI Online Education 11/01
- AI, "Standards of Professional Practice, Part C" Course Attendance/Exam 11/01
- AI, "Appraising Properties with Detrimental Conditions" AI Online Education 12/01
- AI, "Energy Performance & Commercial Property Values", Seminar Attendance 5/04
- McKissock Schools, "Residential Construction", Seminar Attendance 6/04
- McKissock Schools, "Does My Report Comply With USPAP", Seminar Attendance 6/04
- McKissock Schools, "Legal Issues for Appraisers", Seminar Attendance 6/04
- AI, "Appraising Motels", AI Online Education 11/04
- AI, "Interest Strategies For Appraisers", AI Online Education 9/05
- AI, "Apartment Appraisal", AI Online Education 1/06
- Arizona School of Real Estate, "USPAP 2005 Update", Seminar Attendance 1/06
- Arizona School of Real Estate, "USPAP 2006 Update", Seminar Attendance 6/06
- AI, "Introduction to International Valuation Standards", AI Online Education 11/06
- AI, "Marshall Valuation Service Applications", AI Online Education 1/08
- AI, "What Commercial Clients Want to Know", AI Online Education 2/08
- AI, "USPAP 2007 Update", Seminar Attendance 5/08
- AI, "Data Verification Methods", AI Online Education 8/09
- AI, "Valuation of Green Residential Buildings", AI Online Education 9/09
- AI, "Valuation of Green Commercial Buildings", AI Online Education 10/09
- AI, "Business Practices & Ethics", AI Online Education, 11/09
- USPAP 2010-2011 7-hour Update 7/10
- AI, "Appraisal Curriculum Overview – Residential, AI Online Education 9/10
- AI, "Appraisal Curriculum Overview – Commercial, AI Online Education 9/10
- AI, "Apartment Appraisals", AI Online Education 5/11
- AI, "Appraisal of Convenience Stores", AI Online Education 8/11
- AI, "Analyzing Distressed Properties", AI Online Education 10/11
- USPAP 2012-2013 7-hour Update 4/12
- AI, "Business Practices & Ethics", AI Online Education 2/14
- Arizona Appraiser's State Conference, "USPAP 2014-2015 Update" Seminar Attendance 3/14
- AI, "Advanced Internet Search Strategies", AI Online Education 6/14
- AI, "Small Hotel/Motel Valuation", AI Online Education 7/14
- AI, "Subdivision Valuation", AI Online Education 8/15
- AI, "Forecasting Revenue", AI Online Education 2/16
- USPAP 2016-2017 7-hour Update Seminar Attendance 2/16 Arizona Appraisal Seminars & Classes
- AI, "Rates and Ratios: Making Sense of GIMs, OARs and DCF", AI Online Education 7/16

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Schools Business Consortium (ACSBC)

Date/Signature: 10/26/2017

Describe in detail what you want to say to the Board and what action you want the Board to take:

Requesting approval to enter into a three year agreement for professional services with Infinity Communications and Consulting. This agreement is for Category One E-rate consulting services as described on attachment #0517-17A of the agreement. All costs for this agreement a paid by the ACSBC consortium.

BOS Meeting Date Requested 11/7/2017

PRE-AGENDA ITEM REVIEW

Legal Review: See attached email.

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

Beth Bond

From: Barry Williams
Sent: Tuesday, October 31, 2017 11:11 AM
To: Beth Bond
Subject: Pros/Cons for Schools Agenda Item Nov.7, 2017

Beth, -- Shirley has reviewed this statement, so it should be good to go. __Barry

Pros:
Navigating the complex Federal and State guidelines/timelines to receive the allowed discounts for E-rate eligible services is extremely difficult to follow and even more difficult for a consortia representing many school districts. The cost for these services outweighs a single delay or loss funds that could occur.

This professional service provides:

- help to maximize funding opportunities;
- manages the paperwork and deadlines;
- works with service provider(s) to ensure all E-rate discounts are received;
- protects against unclaimed funding;
- maintains up-to-date compliance with E-rate regulations;
- verifies compliance with local and state procurement requirements;
- represents the consortia during E-rate reviews and audits.

Cons:
Without the professional services the consortia and schools stand to lose, pay back or unnecessarily delay allowed E-rate funding.

R. Barry Williams

Apache County School Superintendent
Apache County Education Service Agency
PO Box 548 – 75 North 1st West
St. Johns, AZ 85936
928-337-7539 (Office)
928-245-0042 (Cell)

"We are what we repeatedly do. Excellence, therefore, is not an act but a habit." - Aristotle

The information contained in this email may be CONFIDENTIAL and protected by state and federal laws. If the reader of this message is not the identified recipient or an agent of the intended recipient, you are hereby notified that any dissemination, distribution or copying of this confidential communication is STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by phone and destroy all information received.

Barry Williams

From: Shirley Pulsipher
Sent: Wednesday, October 25, 2017 2:38 PM
To: Barry Williams
Subject: FW: Contract for Infinity

From: Michael B. Whiting [mailto:MWhiting@apachelaw.net]
Sent: Monday, October 23, 2017 8:07 AM
To: Shirley Pulsipher <spulsipher@apachecountyschools.net>
Cc: Joe Young <JYoung@apachelaw.net>; Michael B. Whiting <MWhiting@apachelaw.net>
Subject: Re: Contract for Infinity

Thank you for including the Arizona language everything else complies with the requirements of a valid contract put it on the board's agenda on whatever date works best for you thanks again

Please ignore errors, talk to text being used

On Oct 23, 2017 6:43 AM, Shirley Pulsipher <spulsipher@apachecountyschools.net> wrote:
Sent you this agreement that has been modified with the AZ language your requested. I need a definite yes or no from you guys so I can get this on one of the board agendas in the near future. Thanks

Shirley E. Pulsipher

Apache County Schools Business Consortium
928-337-1333



INFINITY COMMUNICATIONS & CONSULTING, INC.
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0517

This Agreement for Professional Services ("Agreement") is entered as of this day, October 19, 2017, between Infinity Communications & Consulting, Inc. hereinafter referred to as "Infinity," and Apache County School Consortium (BEN 143139) hereinafter referred to as the "Client." The parties agree as follows:

1. SERVICES

Infinity agrees to perform Consulting and Professional Services ("Services") on behalf of the Client as set forth in this agreement and attachments. Infinity's responsibilities and determination of reimbursable cost for said Services are set forth in the project attachment(s), which include the Infinity/Client Responsibilities, Terms, Payment Schedule(s) (if applicable) and Reimbursable Expenses Schedule.

2. BASIS OF COMPENSATION

Infinity will invoice for services performed under the scope of work for each of the project attachment(s). The client will render payment to Infinity upon receipt of invoices.

3. TERM AND TERMINATION OF SERVICE

Infinity's services are provided on a term commitment basis as specified in the project attachments. The term commences on the signed acceptance of the project attachment(s).

The Client and/or Infinity may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.

In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

In the event that the Agreement is terminated; Infinity shall deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days.

4. CLIENT'S RESPONSIBILITY

The Client agrees to comply with the responsibilities as specified in the project attachments to ensure the successful completion of services covered in this Agreement.

5. RECORDS

Infinity will maintain full and accurate records in connection with this Agreement and will make them available to the Client for inspection during normal business hours, Monday to Friday, 8am to 5pm.

6. STATUS OF INFINITY

The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Infinity shall be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus or similar benefits the Client provides for its employees.



7. COPYRIGHTS AND LICENSES

The Client and Infinity agree that in transmitting "Instruments of Services", or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for the use of this project.

Infinity and/or its Consultants shall be deemed the authors and owners of their respective "Instruments of Service", including, but not limited to Infinity's, Erate Template Forms, Bid Documents, Drawings and Specifications, and Infinity shall retain all common law, statutory and other reserved rights, including copy rights. The Submission or distribution of these "Instruments of Service" to meet the requirement of this Agreement shall not be construed as a publication in derogation of the reserved rights of Infinity and/or its consultants.

Upon execution of this Agreement, Infinity grants the Client a nonexclusive limited license to use Infinity's "Instrument of Service" solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the projects associated to this Agreement, provided that the Client substantially performs its obligation, including prompt payment of all fees due to Infinity, under this Agreement. If Infinity rightfully terminates this Agreement for cause the license granted to the Client shall terminate.

In the event that the Client uses the "Instruments of Service" without obtaining Infinity's written consent, the Client releases Infinity from all liability, claims and causes of action arising from such use.

8. HOLD HARMLESS & LIMITATION OF LIABILITY

Infinity and Client agree to hold the other party, its officers, agents, and employees harmless, from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this Agreement. In the event Infinity is found in breach of this Agreement and/or negligent, the parties agree that the maximum amount of damages the Client may receive from Infinity shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement during the particular year of the breach and/or negligence. Any legal action arising from or taken by either party, shall be governed by the laws of the State of Arizona and shall be brought in its courts.

9. COMPLIANCE WITH LAWS

Infinity shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

10. MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES

This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved/acknowledge by both parties under a writing Addendum. If any action is brought concerning this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

Apache County School Consortium

Signature

Date

Signature

Date

Martin Skiby

General Manager

Name

Title

Name

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

Address/City/State/Zip

82-0573429

Federal Tax ID#

Federal Tax ID#



PROJECT ATTACHMENT #0517-17A

Master Agreement No: 0517

SERVICES: CATEGORY ONE E-RATE CONSULTING SERVICES FOR BEN 143139 ONLY

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Category One E-rate Consulting Services:

E-rate

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-rate Funding issues. Client will provide Infinity with a minimum of 72 hours' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-rate process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, in regards to Bid Evaluations, Procurement, Technology Plans, CIPA compliance, Technology Budget, and Document Retention.

E-rate Application Management

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required "Item 21 Attachment Sheet", by; review one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, review of Client's current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, and Form 486.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method), or prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

Request for Proposal (RFP) Management Services

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to the Form 470.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders thru Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.
4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation – Infinity will evaluate the bid responses based on the E-rate Program's requirements for the "Evaluation of Bids", and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.

Audit Assistance

1. Document Retention – Infinity will maintain a copy of the documents required for E-rate Program's "Document Retention Policy", including; "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent the Client during all E-rate Audits.



CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our Category One E-rate Consulting Services, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.
2. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity all information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to; Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.
4. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.
5. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.
6. For New Contracted Services or Month to Month Services, *only*
 - a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal/E-rate Program procurement requirements, and bidding laws for all "new" requested services and contracts: including, but not limited to, publication of notice of the request for proposal in a newspaper of general circulation twice at least 10 days prior to receipt of the responses.
 - b. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, for all bid responses received as the result of posting a Form 470 (RFP).
 - c. Comply with all Local/State/Federal/E-rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
 - d. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the E-rate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, and Bidder's Item 21 Attachment Sheet.
7. Require the Service Provider to invoice USAC by the SPI Method (Form 474).
8. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".
9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provide Infinity a copy of the SPRR for compliance with the "Invoicing" section of E-rate's "Document Retention Policy".
10. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

*** In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0517-17A with this contract, an additional fee will be negotiated before any additional services are provided.**

TERM OF CONTRACT:

This Agreement is for a term of 3 years, with an expiration date of June 30, 2020. This agreement may be extended for two (2) additional one (1) year terms with written acknowledgement from both parties.

Infinity's fee for Year One will be a flat rate fee of \$13,250.00. Infinity's Services Fee includes our Category One E-rate Consulting and Fund Recovery Services for all existing categories of services.

Infinity's fee for Year Two will be a flat rate fee of \$11,250.00. Infinity's Services Fee includes our Category One E-rate Consulting Services for all existing categories of services.

Infinity's fee for Year Three will be a flat rate fee of \$11,250.00. Infinity's Services Fee includes our Category One E-rate Consulting Services for all existing categories of services.

Project Attachment #0517-17A

Page 2 of 3

INFINITY

COMMUNICATIONS AND CONSULTING

* Existing services are for services currently being requested through the Erate program.
 ** Additional or new services may require an additional fee. This fee must be agreed to prior to billing.

Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$58.00/hour
Sr. Construction Manager	\$125.00/hour
Construction Manager	\$95.00/hour
Contracts Administrator	\$61.00/hour
Erate Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$72.00/hour
Erate Specialist, I	\$51.00/hour
Support Staff	\$48.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.535/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below

Infinity Communications & Consulting, Inc.

Apache County School Consortium

Signature

Date

Signature

Date

Martin Skiby

Chief Operating Officer

Name

Title

Name

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

Address/City/State/Zip

82-0573429

Federal Tax ID#

Federal Tax ID#

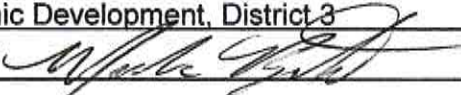
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Malena Bazarro, Economic Development, District 3

Date/Signature: 10/23/17



Describe in detail what you want to say to the Board and what action you want the Board to take:

Presentation to the Board to give updates on CDBG projects and Hazardous Fuels Reduction projects in the County.

//BOS Meeting Date Requested 11/7/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Grant Funds **\$73,379.15**

**AZ Department of Housing
Community Development Block Grant**

\$5,000

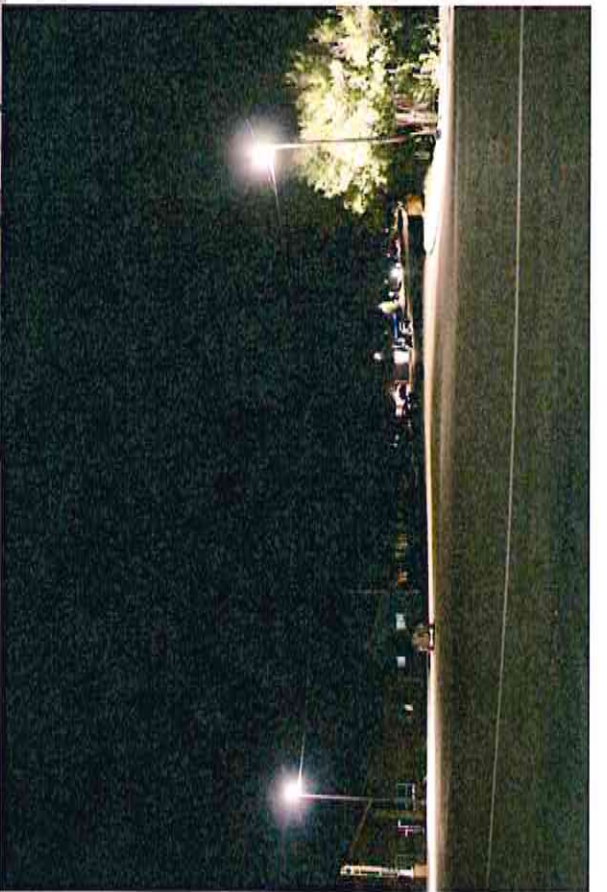
Alpine Alliance

\$641.15

Apache County

\$74,020.30

TOTAL PROJECT COST



SAINT JOHNS FAIRGROUND, GRANDSTANDS ADA

Grant Funds	\$148,783
AZ Department of Housing Community Development Block Grant	\$6,250
City of Saint Johns Labor TBD	TBD
Apache County– Building and Maintenance, Engineer’s labor	\$155,033
TOTAL PROJECT COST	

Whiting Homestead and Apache County CDBG

Grant Funded Projects in Southern Apache County

HAZARDOUS FUELS REDUCTION AT WHITING HOMESTEAD



Grant Funds from AZ Dept of Forestry and Fire Management WHF 16-203	Property Owner Match	Other Agency Match AZ State Parks AC Probation Services
\$40,000	\$4,445	TBD



After, below



Before, above



After, below



Before, above






Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Engineering

Date/Signature: 10/30/2017



Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval to purchase parcel 104-26-022E south of the Round Valley Road yard to store road material and probation wood program equipment and firewood. This property will replace the current state land lease. Purchase price \$81,510.00

BOS Meeting Date Requested 11/07/2017

PRE-AGENDA ITEM REVIEW

Review Routing / Legal / Finance / Purchasing / Human Resource / Other:

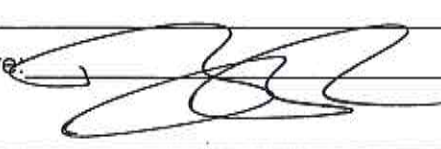
Legal Review:

Signature:



Finance Review:

Signature:



Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials





*Office of
Apache County Engineer*

P.O. Box 238, St. Johns, AZ 85936

fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

November 01, 2017

Apache County Board of Supervisors,

RE: Purchase of Parcel 104-26-002E

Supervisors,

On the next Board of Supervisors Agenda November 7th, District III is requesting approval to purchase a parcel located south of the Round Valley County Road yard. It is identified as parcel number 104-26-00E and has a legal description of SEC 12 TWNSHP 8 N 29E Commencing N1/16 corner of sec 11 & 12 thence East 198.47 ft. Thence South 400 ft. thence West 1062.03 thence North 170.12 to the POB (survey included) approximately 10.45 acres in size.

There are a number of reasons and justifications why the purchase of this parcel is good for the county, I will highlight the most relevant and important ones here;

1. Currently the county leases 40 acres of State Land east of the road yard. The county pays 13,800 per year for the lease with anticipation that the rate will increase in the near future. We currently only utilize about 5-10 acres of this lease to store road material and probation wood processing equipment and firewood. By purchasing the proposed parcel, we eliminate the recurring fee, while providing ample acreage too accommodate the variety of uses needed.
2. District 3 has searched extensively for alternate parcels in the area to accomplish the same goal of eliminating the lease. These searches have not resulted in property that was either commercial or convenient in proximity to the existing road yard.
3. The parcel proposed is currently a motocross track and has been a point of concern with local residents. The counties use of the property will eliminate the conflict.

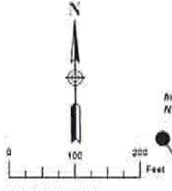
Regards,

J. Ferrin Crosby
Apache County Engineer

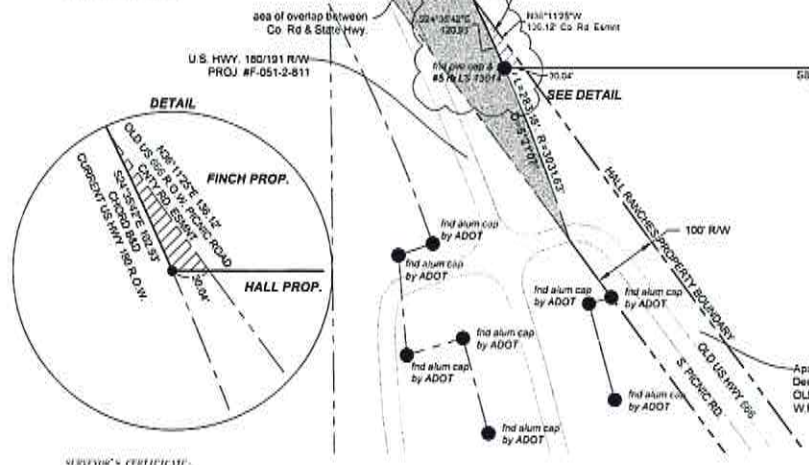
STATE OF ARIZONA)
 COUNTY OF APACHE) SS
 Reception No. 2017-004848
 I hereby certify that the within instrument was filed
 and recorded September 6, 2017, at 8:44am in Book
 23LS Page 112.
 Edson J Waukena, Apache County Recorder
 by Rowen Uffal, Deputy

2017-004848
 Page 1 of 1
 OFFICIAL RECORDS OF APACHE COUNTY
 EDISON J. WAUKENA, RECORDER
 09-06-2017 08:44 AM Recording Fee \$24.00

State of Arizona
 Land Trust
 NW1/4NW1/4



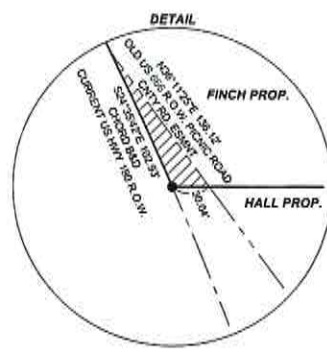
BASIS OF BEARING:
 ALL MEASUREMENTS WERE MADE
 USING REAL-TIME
 DIFFERENTIALLY CORRECTED
 GLOBAL POSITIONING
 SYSTEMS (RTK). NORTH IS
 REFERENCED TO NAD83. ALL
 DISTANCES ARE GIVEN.



- REFERENCES**
- The owner of record is Alexa Finch according to Document #2016-002540, Records of Apache County.
 - Records of Survey:
 - Bk 22 LS, Pg 150
 - Record Instrument(s)
 - ADOOT R/W (Plans Proj #F-0512-822)
 - ADOOT R/W (Plans Proj #2014-05-02-03-01(191))

SYMBOL LEGEND

	PROPERTY BOUNDARY
	ADJOINING BOUNDARY
	PUBLIC LAND SURVEY SYSTEM LINE
	BARRIED WIRE FENCE
	WIRE FENCE OR RAIL
	CHAIN LINK OR WOOD WIRE FENCING
	WATER COURSE OR DRAINAGE
	ASPHALT OR CONCRETE PAVING
	RELIEFING LINE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	OVERHEAD TELEPHONE
	UNDERGROUND TELEPHONE
	SANITARY SEWER
	STORM SEWER
	WATER LINE
	NATURAL GAS-LIQUID PROPANE GAS



SURVEYOR'S CERTIFICATE

I hereby certify that this plat and the survey on which it is based was performed under my direct supervision and the information shown thereon is true and correct to the best of my knowledge and belief.

Daniel R. Math, PLS, CtWS
 AZSLS No. 31026
 Expires 31 MAR 2018

Daniel R. Math

RECORD OF SURVEY		INDEX INFORMATION FOR COUNTY CLERK	
Dependent Resurvey of a Portion of the N1/2 S81/4 S81/4 S. 12, T8N29E, R4E8W Apache County, Arizona		SEC. 12	T. 08N R. 29E
Project Number : 2017-037		SUBDIVISION:	nw1/4 sw1/4
Date of Survey : 06/20/17		CITY:	Eagar
Requested by : S. Flagg		COUNTY:	apache
CITY :		STATE:	az
Drawing Scale : 1"=100.00'		DATE:	06/20/17
Drawn by : alexa@hallranches.com		ACCESS:	us-180
Check by : dm		AREA:	n/a
Revised : N/A			



ir map

80



RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
MEMBER OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**A RESOLUTION AUTHORIZING
THE PURCHASE OF REAL PROPERTY
Number 2017-__**

Whereas, the Apache County Board of Supervisors, acting under its authority to authorize the purchase of real property for benefit and use of the county; and

Whereas, the property identified as vacant land and as Apache County Parcel 104-26-002E is offered for sale at a price of \$81,510; and

Whereas, the location of the property is directly south of the Apache County Road yard in Eagar, AZ; and

Whereas, the Apache County Board of Supervisors desires to terminate the State Land Lease costing \$13,800 per year and presently being used for storage of road materials and storage of probation wood program equipment and firewood; and

Whereas, the property in consideration could be utilized as a suitable and convenient replacement for the State Land Lease.

IT IS THEREFORE RESOLVED that the Purchase of Apache County Parcel 104-26-002E be approved for a sum of \$81,510.

Approved this 7th day of November 2017.

Joe Shirley, Jr., Chairman of the Board

Attest:

Ryan Patterson
Interim Clerk of the Board

Pioneer Title Agency, Inc.

Commitment to Service

404 E. Main St , Springerville, AZ 85938
Phone: (928) 333-5440 • Fax: (888) 342-7615

RECEIVED

OCT 30 2017

Board of Supervisors
Apache County, AZ

October 24, 2017

**Apache County Board of Supervisors
Ferrin Crosby
P.O. Box 438
St. Johns, AZ 85936**

RE: Escrow No.: 75500530 - CBS
Seller/Buyer: Finch/Apache County Board of Supervisors
Property Address: TBD Central Avenue, Hwy 260, Eagar, AZ 85925

In connection with the above captioned transaction, we hereby enclose the following items:

RETAIN FOR YOUR RECORDS:

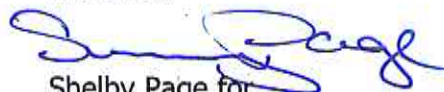
Commitment for Title Insurance
Copies of all recorded documents as shown on Schedule B of said report
Assessor's Map

PLEASE FURNISH US WITH:


Certified Copy of Resolution of the Board of Supervisors of the County of Apache authorizing execution and delivery of all instruments necessary to consummate this transaction

Review at your earliest convenience. Should you have any questions regarding these enclosures, please do not hesitate to call the undersigned.

Sincerely,



Shelby Page for
Carli Beard
Escrow Officer

 First American Title™	Commitment for Title Insurance
	ISSUED BY Pioneer Title Agency as agent for First American Title Insurance Company
Commitment	

First American Title Insurance Company, a Nebraska 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 180 days 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.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Pioneer Title Agency Inc.


532 E. White Mountain Blvd., Pinetop, AZ 85935

(This Commitment is valid only when Schedules A and B are attached)

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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.
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 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/>>.

 First American Title™	Commitment for Title Insurance
	<small>BY</small> Pioneer Title Agency as agent for First American Title Insurance Company
Schedule A	

Order No.: 75500530-055

1. Effective Date: 10/23/17 at 7:30 AM

2. Policy or Policies to be issued: Amount
 - a. **ALTA Standard Owners Policy (6-17-06)** **\$81,510.00**
Proposed Insured:
Apache County, A Body Politic

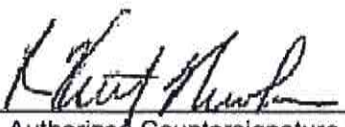
 - b. **None** **\$0.00**
Proposed Insured:


 - 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:
Alexa Marie Finch, a Married Woman, as her Sole and Separate Property

5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.

By: 
Authorized Countersignature
Examined by: Debbie Robinson

 First American Title™	Commitment for Title Insurance
	<small>BY</small> Pioneer Title Agency as agent for First American Title Insurance Company
Exhibit A	

Order No.: 75500530-055-CBS

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Apache, State of Arizona, and is described as follows:

That portion of Section 12, Township 8 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, with the basis of bearing being the East-West one-sixteenth Section line of the Northwest quarter of said Section 12, having a bearing of North 89 degrees 48 minutes 11 seconds East, more particularly described as follows,


Commencing at the North one-sixteenth corner of said Sections 11 and 12, Thence North 89 degrees 48 minutes 11 seconds East along the one-sixteenth line a distance of 198.47 feet to a 5/8 inch rebar with a plastic cap marked LS 13014, and the True Point of Beginning,

Thence continue North 89 degrees 48 minutes 11 seconds a distance of 1130.00 feet to a 5/8 inch rebar with an ACP marked LS 53246,

Thence South 00 degrees 11 minutes 49 seconds East a distance of 400 feet to a 5/8 inch rebar with a plastic cap marked LS 13014,

Thence South 89 degrees 48 minutes 11 seconds West a distance of 1062.03 feet, to a 5/8 inch rebar with plastic cap marked LS 13014, and a point of curve, thence along said curve to the left having a radius of 2964.79 feet a length of 262.38 feet, and a chord bearing of North 25 degrees 57 minutes 42 seconds East and a chord distance of 262.30 feet to an existing Right of Way monument,

Thence North 15 degrees 30 minutes 23 seconds East, a distance of 170.12 feet to the Point of Beginning.

 First American Title™	Commitment for Title Insurance
	BY Pioneer Title Agency as agent for First American Title Insurance Company
Schedule BI	

Order No.: 75500530-055-CBS


REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
 2. Pay all premiums, fees and charges for the policy.
 3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
 4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
 5. **Approval by the Legal Counsel and/or Underwriter of the Company of this Commitment prior to close of escrow and issuance of policy.**
 6. PAY all 2017 taxes.
 7. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$45,000.00
Dated	May 11, 2016
Recorded	May 24, 2016
Document No.	2016-2542
Trustor	Alexa Marie Finch, a Married Woman, as her Sole and Separate Property
Trustee	Pioneer Title Agency, Inc., an Arizona Corporation
Beneficiary	Ronald Lee Stearns, an Unmarried Man
 8. RECORD certified copy of Resolution of the Board of Supervisors of the County of Apache authorizing execution and delivery of all instruments necessary to consummate this transaction.
 9. RECORD Deed from Alexa Marie Finch, a Married Woman to Proposed Insured Owner.
- NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.
10. TAX NOTE:

Year	2017
Parcel No.	104-26-002E
Total Tax	\$556.14
First Half	\$Unpaid
Second Half	\$Unpaid


 First American Title™	Commitment for Title Insurance
	<small>BY</small> Pioneer Title Agency as agent for First American Title Insurance Company
Schedule BI (Continued)	

Order No.: 75500530-055-CBS

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 BI

 First American Title™	Commitment for Title Insurance
	BY Pioneer Title Agency as agent for First American Title Insurance Company
Schedule BII	

Order No.: 75500530-055-CBS

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

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 not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exception 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), (c) are shown by the Public Records.

(Note: The above Exceptions Nos. 1 through 5, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

6. EASEMENT and rights incident thereto, as set forth in instrument:


Recorded in Book	22 of Deeds
Page	7
Purpose	public highway

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

Recorded in Docket	252
Page	332
Purpose	electric line

8. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	414
Page	69
Purpose	electric line

 First American Title™	Commitment for Title Insurance
	BY Pioneer Title Agency as agent for First American Title Insurance Company
Schedule BII (Continued)	

Order No.: 75500530-055-CBS

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	426
Page	230
Purpose	electric line

11. MATTERS SHOWN ON SURVEY:

Recorded in Book 21 of Land Surveys
Page 176

Recorded in Book 22 of Land Surveys
Page 150

Recorded in Book 23 of Land Surveys
Page 112

End of Schedule BII



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](#) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0108362
Assessed To

Parcel 10426002E
FINCH ALEXA MARIE
PO BOX 85
EAGAR, AZ 85925

Legal Description

Situs Address

Section: 12 Township: 8N Range: 29E COMMENCING N1/16 OF SEC 11 AND 12 THENCE: E 198.47 THENCE E 1130 THENCE S 400 THENCE W 1062.03 THENCE N 170.12 POB YEAR: 1973
SIZE: 24 X 63

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2017	\$556.18	\$0.00	\$0.00	\$0.00	(\$0.04)	\$556.14
2016	\$0.56	(\$0.04)	\$0.00	\$0.00	(\$0.52)	\$0.00
Total Tax Charge						\$556.14
Grand Total Due as of 10/17/2017						\$556.14

Tax Billed at 2017 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY FLOOD CONTROL	0.0008450000	\$8.24	Total	\$0	\$0
Taxes Billed 2017	0.0008450000	\$8.24			

Tax Billed at 2017 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
WHITE MTN HEALTH CARE DIST	0.0045500000	\$44.38	VACANT LANDS	\$78,375	\$11,756
APACHE COUNTY FD ASSISTANCE	0.0008240000	\$8.04	AND REAL		
APACHE COUNTY LIBRARY DIST	0.0030940000	\$30.18	PROPERTY NOT		
APACHE COUNTY LIBRARY BOND	0.0012210000	\$11.91	INCLUDED IN CLASS		
APACHE COUNTY JAIL DIST	0.0019960000	\$19.47	1,3,....		
APACHE COUNTY JAIL DIST - J	0.0008970000	\$8.75	Total	\$78,375	\$11,756
APACHE COUNTY PUBLIC HEALTH	0.0025000000	\$24.38			
NORTHERN AZ VIT	0.0005000000	\$4.88			
APACHE COUNTY POST SECONDAR	0.0014000000	\$13.65			
SD #10 BUDGET OVERRIDES	0.0026630000	\$25.97			
APACHE COUNTY JR COLLEGE TU	0.0037500000	\$36.57			
SD #10 CLASS B BONDS	0.0007820000	\$7.63			
Taxes Billed 2017	0.0241770000	\$235.80			

Tax Billed at 2017 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY	0.0058570000	\$57.12	VACANT LANDS	\$65,020	\$9,753
APACHE COUNTY SCHOOL EQUALI	0.0048750000	\$47.55	AND REAL		
SD #10 ROUND VALLEY UNIFIED	0.0180400000	\$175.94	PROPERTY NOT		
SD #10 MINIMUM SCHOOL TAX	0.0032330000	\$31.53	INCLUDED IN CLASS		
			1,3,....		
Taxes Billed 2017	0.0320050000	\$312.14	Total	\$65,020	\$9,753

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to www.co.apache.az.us/treasurer

To pay by phone with a live operator call 1-888-891-6064

Interest the 1st of every month

ARIZONA

S 0°03'50" E

2560'

S 00°11'49" E
400.00'

1130.00'

2E

S 89°48'11" W
1062.03'

170.12'

262.30'

104-26

Abandoned Rdwy

89.08'

4J

1037.98'

64x64

ESMT
645-6??

985.65'

N 89°45'21" E

149.36'

5A

278.68'

1060



350' 111.9

436'

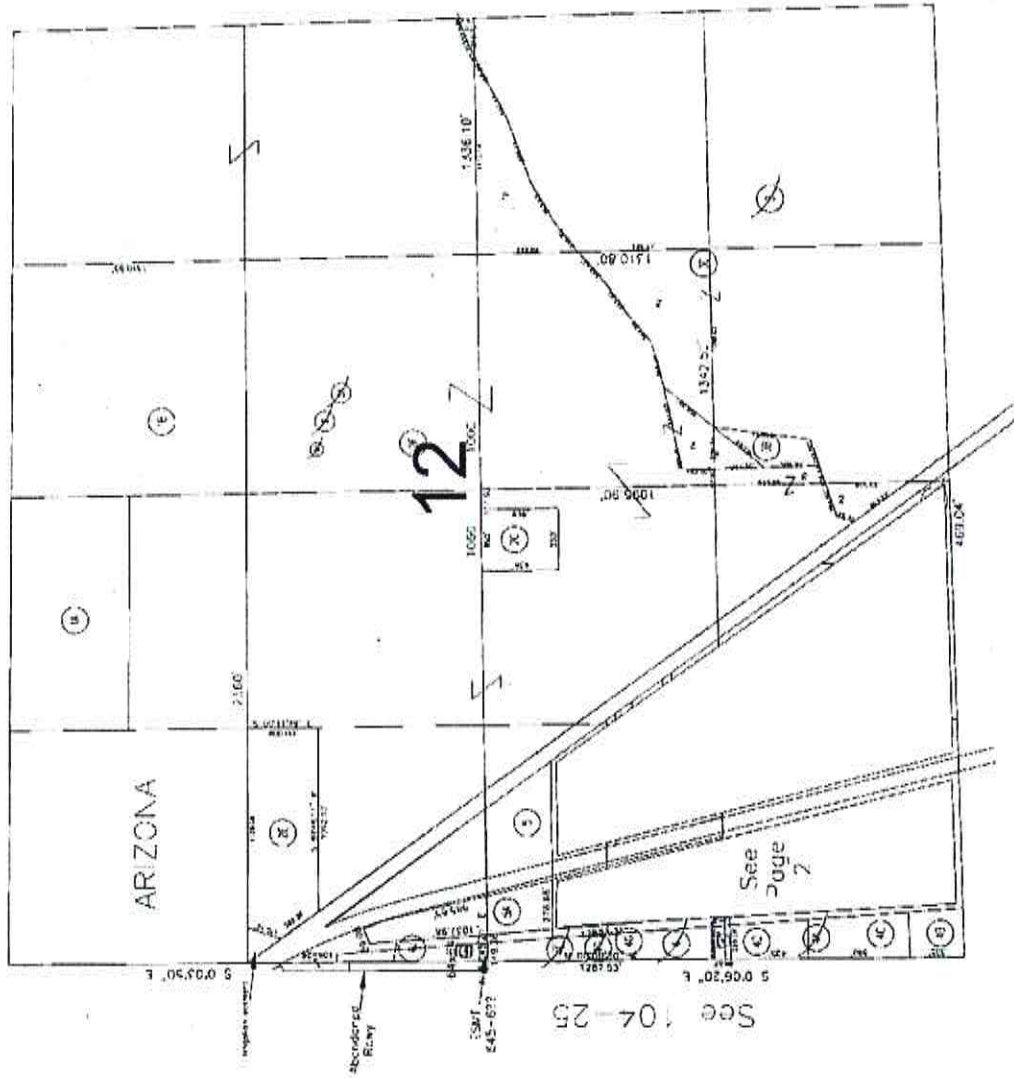
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436'

350'

104-26
1 of 2

TOWNSHIP 008N RANGE 029E
SECTION 12



2016 Rodger Dahozy
Apache County Assessor

See 104-25

See page 7

Witness our hands this 2nd day of February, 1931.

J. J. Saffell (SEAL)
Clas L. Saffell (SEAL)
Eva-Lillian Saffell (SEAL)

County of Apache
State of Arizona

This instrument was acknowledged before me this 2nd day of February, 1931, by Clara J. Saffell, Clas L. Saffell and Irene Saffell, his wife.

Edw. L. Greer
Notary Public

My Commission expires January 17-1933

WARRANTY DEED
FROM
JOHN S. BARK & FRANCIS
A. BARK
TO
CHARLES A. BARK
DATED

Filed and recorded at the request of Francis A. Bark August 25th, 1931 at 11:00 A.M. in Book No. 222 of Deeds, at Page 6, 9 Records of Apache County, Arizona.

County Recorder

J. J. Saffell (SEAL)

STATE OF ARIZONA,
County of Apache

Know All Men By These Presents: That John S. Bark & Francis A. Bark of the State of Arizona, for and in consideration of the sum of Seven Hundred and no/100 DOLLARS to us in hand paid by Charles A. Bark his granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Charles A. Bark all that certain premises, described as follows, viz:

The North West Quarter of the South West Quarter of Section Three in Township Eight North of Range 29 East of the Gila and Salt River Meridian in Arizona Containing 40 Acres

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Charles A. Bark heirs and assigns forever.

And We hereby bind our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said Charles A. Bark his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof

Witness our hands this day of A.D. 1931
Signed, Sealed and Delivered in the presence of
Francis A. Bark (SEAL)
John S. Bark (SEAL)

STATE OF ARIZONA,
County of Apache

Before me, Jas K. Odell, a Notary Public in and for the County of Apache, State of Arizona on this day personally appeared Francis A. Bark and John S. Bark, her husband known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Jas K. Odell
Notary Public

My Commission expires July 26-1927

Given under my hand and seal of office this 7th day of January, A.D. 1929

Jas K. Odell
Notary Public

My Commission expires July 26, 1929

WARRANTY DEED
FROM
JOHN S. BARK &
FRANCIS A. BARK
TO
CHARLES A. BARK
DATED DECEMBER 26th, 1928

Filed and recorded at the request of Francis A. Bark August 25th, 1931 at 11:00 A.M. in Book No. 222 of Deeds, at Page 6, 9 Records of Apache County, Arizona.

County Recorder

J. J. Saffell (SEAL)

STATE OF ARIZONA,
County of Apache

Know All Men By These Presents: That Mr John S. Bark & Francis A. Bark of the State of Arizona, for and in consideration of the sum of Seven Hundred and no/100 DOLLARS to us in hand paid by Charles A. Bark his granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Charles A. Bark all that certain premises described as follows, viz:

Commencing at a point 93 Rods & 20 Links West of the N.E. Corner of the S.E. Quarter of Section 4 Township 8 N R 29 E of the G and S. R Meridian thence Running west 21 Rods and 20 Links thence South 37 Rods Thence East 21 Rods & 20 Links, Thence North 37 Rods to place of Beginning Containing 5 Acres More or Less

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Charles A. Bark his heirs and assigns forever.

And We hereby bind our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said Charles A. Bark heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof

Witness our hands this 26 day of December, A.D. 1928
Signed, Sealed and Delivered in the presence of
John S. Bark (SEAL)
Francis A. Bark (SEAL)

STATE OF ARIZONA,
County of Apache

Before me, Jas K. Odell, a Notary Public in and for the County of Apache, State of Arizona, on this day personally appeared John S. Bark and Francis A. Bark, his wife known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 26 day of December, A.D. 1928
Jas K. Odell
Notary Public

RIGHT-OF-WAY EASEMENT

STATE OF ARIZONA (Book No. 295)
COUNTY OF APACHE SS.
I hereby certify that
the within instrument was filed and
recorded on 1-14-1977 at 11:44
to Serial No. 333 Page 333
at the request of Navopache Electric
Company

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
Rond W. Hall
By _____ Deputy

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Navopache Electric Cooperative, Inc., whose post office address is Lakeside, Arizona, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Apache State of Arizona and more particularly described as follows: Commencing at a Brass Cap marking the South Quarter Corner of Section 12, Township 8 North, Range 29 East, of the Gila and Salt River Base and Meridian, Apache County, AZ.; thence North 88°-41'-00" East along the South Line of the said Section 12 a distance of 47.96 feet to a point on the West Right of Way Line of U. S. Highway 180; thence North 35°-40'-55" West along the said West Right of Way 2133.42 feet; thence South 96°-57'-49" East across U. S. Highway 180 approximately 135 ft. At that point an Easement for the placement of a pole and guy wire as and where necessary as shown on attached sketch.

and to place, construct, operate, repair, maintain, and replace thereon and in, upon, or under all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, and to clear, permit, or otherwise agree to the joint use or occupancy of said line or system by any other person, firm, or corporation for electrical or telephone purposes.

In granting this easement it is understood that at pole locations only a single pole and appurtenances will be used, and that the location of the poles will be such as to form least possible interference, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 12th day of January, 1977

Rond W. Hall (L.S.)

(L.S.)

STATE OF ARIZONA
COUNTY OF Apache } 33

Before me, Sharon A. Smith a Notary Public, in and for the County of Apache State of Arizona, on this day personally appeared Rond W. Hall 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 purposes and consideration therein expressed.

I, Sharon A. Smith, Notary Public, do hereby certify that the within instrument was filed and recorded on 1-14-1977 at 11:44 to Serial No. 333 Page 333 at the request of Navopache Electric Company.

My Commission expires 6-16-78 252/816

CALCULATIONS AND DESIGN DATA

PREPARED BY

SUBJECT

DATE

SHEET

OF



1257372

the East-quarter corner of said Section 12, thence South 87° 47' West 1136.1 feet;
thence South 0° 50' East 1310.8 feet; thence South 89° 14' West 1362.3 feet; thence
South 0° 10' East 1096.9 feet to the True Point of Beginning.

414-711

1504

My Comm.



8/8/83

STATE OF ARIZONA Fee No. 55504

COUNTY OF APACHE ss.

I hereby certify that the within instrument was filed and recorded 10/24/83 at 11:00 A.M.

in book No. 426, Page 230-231

at the request of Navopache Elec. Co. 85.

Notary Public: M. A. V. CHAVEZ, Recorder

ELECTRIC LINE — RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Reed W. and Rosie B. Hall

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto NAVOPACHE ELECTRIC COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Box 308, Lakeside, Arizona, 85929, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Apache State of Arizona, and more particularly described as follows:

Beginning at the South 1/4 corner of Section 12, T8N, R28E; thence East, a distance of 47.96 feet; thence N 35° 32' W along the South R/W of Highway 180, a distance of 2012.76 feet; thence N 35° 07' E a distance of 106.4 feet; thence N 85° 13' E a distance of 454 feet to the TRUE POINT OF BEGINNING of a 20 foot easement, the centerline of said easement bearing N 3° 58' 47" E, a distance of 212 feet, also an easement is granted for down guys and anchor where needed. All upon the following described property:

COMMENCING at the South quarter corner of Section 12, T8N, R29E of the G&SRB&M; thence N 0° 34' West 227.9 feet to a point on the North boundary of Highway 260, the True Point of Beginning; thence North 35° 32' West along said boundary, 4617.6 feet to the intersection of said Highway and the South boundary line of the Northwest quarter of the Northwest quarter of said Section 12; thence South 89° 40' E along the 1/16 line 3976.90 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 12; thence North 0° 50' West 1310.8 feet to the North boundary line of said Section 12; thence South 89° 07' East along said boundary 1323.0 feet to the Northeast corner of said Section 12; thence South 1° 06' East, Cont. on Page two-----

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands: to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within _____ feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all building, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 9 day of Sept 1983

Reed W. Hall
Rosie B. Hall

STATE OF Arizona)
COUNTY OF Apache) ss.

Before me, Waity B. Kartchner, a Notary Public, in and for the County of Apache, State of Arizona on this day personally appeared _____ know to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purpose and consideration therein expressed.

Given under my hand and seal this 9 day of Sept 1983

Waity B. Kartchner
Notary Public

My Commission expires: Oct. 12, 1984

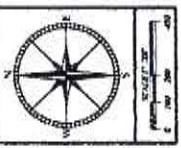
DKT 426 PAGE 230

ELECTRIC LINE--RIGHT-OF-WAY EASEMENT

Reed W. & Rosie B. Hall
Apache County, Arizona

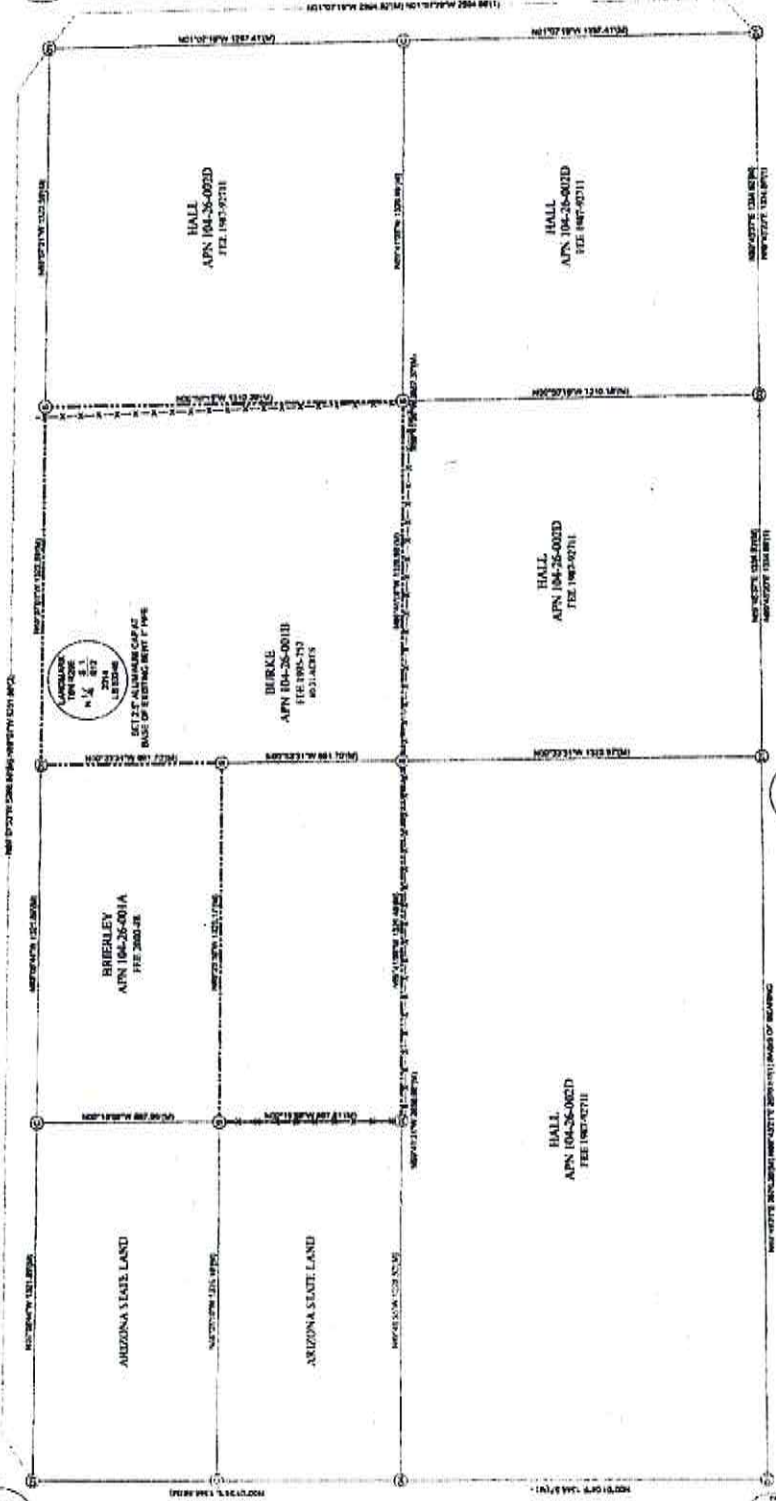
2595.8 feet to the East quarter corner of said Section 12; thence South 89° 47' West 1336.1 feet; thence South 0° 50' East 1310.8 feet; thence South 89° 14' West 1342.5 feet; thence South 0° 34' East, 1095.9 feet to the TRUE POINT OF BEGINNING.

DKT 426 PAGE 23i



ARIZONA STATE LAND

- NOTE:**
1. THIS SURVEY WAS CONDUCTED TO AFFIRM THE BOUNDS OF A TRACT ACCORDING TO RECORDS AND INSTRUMENTS AND TO CORRECT DISCREPANCIES THEREIN.
 2. NO SURVEYING OR MEASUREMENTS WERE MADE ON PROPERTY AT THE TIME OF THIS SURVEY.
 3. NO ENCROACHMENTS OF THE PROPERTY WERE OBSERVED AT THE TIME OF SURVEY.
 4. NO CLAIMS OR INTERESTS WERE FOUND TO AFFECT THE PROPERTY SURVEYED.



THIS SURVEY WAS CONDUCTED TO AFFIRM THE BOUNDS OF A TRACT ACCORDING TO RECORDS AND INSTRUMENTS AND TO CORRECT DISCREPANCIES THEREIN.



LEGEND

1. BOUNDARY MARKERS AS SHOWN
2. PROPERTY BOUNDS AS SHOWN
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100. PROPERTY BOUNDS AS SHOWN

LINE LEGEND

- FENCE LINE
- LEASE LINE
- PROPERTY BOUNDARY
- PROPERTY LINE

RECORDED

FILE NO. 2002-0017 176

BOOK 104-26-001A

DATE 10/10/02

BY [Signature]

ARIZONA SURVEYING AND CONSULTING, INC.

1000 N. CENTRAL AVENUE, SUITE 100, PHOENIX, AZ 85004

LANDMARK TECHNOLOGIES

RECORD OF SURVEY - BOUNDARY SURVEY

SECTION 12, TOWNSHIP 08 NORTH, RANGE 28 EAST

MARC BURKE

FOR CLERK'S OFFICE TO LOCATE PROPERTY CORNERS

DANIEL L. PUGLIE

1000 N. CENTRAL AVENUE, SUITE 100, PHOENIX, AZ 85004

TEL: 602.955.1000

FAX: 602.955.1001

WWW.LANDMARKTECH.COM

LANDMARK TECHNOLOGIES

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FAX: 602.955.1001

WWW.LANDMARKTECH.COM

STATE OF ARIZONA

I hereby certify that the within instrument
) ss. was recorded

Recording
Number: 64569

County of Apache

October 26, 1984, at 3:00pm.

Fee: \$ _____

In Docket 457, Page 427, at the request of Reed Hall

When recorded mail to:

Reed Hall
Box 157
Eagar Ariz 85925

Witness my hand and official seal.

[Signature]
County Recorder

By _____
Deputy Recorder

AFFIDAVIT OF AFFIXTURE

The legal description of the real property located in Apache County,
Arizona, to which the multiple section mobile home has been affixed is: SECTION 0012 T8 R29
E2 NE4; SW4 NE4; NW4 SW4 & PT OF S2 NW4 & PT SW4 LYNG N & E OF HWY & BEG 47.96' E OF
S4 COR SEC 12 TO POB; NWLY ALNG HWY 180 586'; SWLY 518.33'; E ALNG S BNDRY SEC LINE
469.04' TO POB ALL IN SEC 12 T8N R29E 283.10 ACRES

Assessor's Parcel Number: Book 104 Map 26 Parcel 002

PROPERTY TAXATION SECTION

The mobile home has has not _____ been previously assessed or taxed in Arizona as personal property.

If previously assessed and taxed, give the roll number 0400688, name and
address of person(s) to whom the last tax statement was sent; and the location of the mobile home when last
taxed.

Name MINOR HALL Location EAGAR

Street Address PO BOX 14

City EAGAR State AZ Zip 85925

Complete Name (Please Print) (Seller) _____ Complete Name (Please Print) (Buyer or Owner) THE HALL REVOCABLE TRUST

Current Address _____ Current Address PO BOX 157 EAGAR, AZ 85925

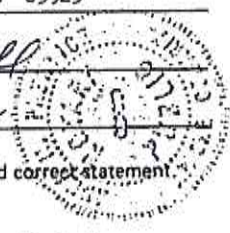
Signature _____ Signature [Signature]

Signature _____ Signature [Signature]

The affiant (owner only) does hereby swear (or affirm) that the foregoing is a true and correct statement.

Subscribed and sworn to before me this 26 day of October, 1984.

[Signature] My commission expires: 20 April 1988
Notary Public



RECEIPT FOR SURRENDERED MOBILE HOME DOCUMENTS

Year 73 Make Fairington Manufacturer Dahl Industries Inc.

List Price \$ 5049 Size 12x63 Vin Number 12 63 S 1225 A X

MSO's No. _____ TITLES No. 8540581 Vin Number 12 63 S1225 A U

No. _____ No. 8540580 Vin Number _____

No. _____ No. _____ Dates Documents Issued 12/21/72

Lienholder Name none

Lienholder Address _____

Lienholder Name _____

Lienholder Address _____

Received by: [Signature] Apache Date: 10/26/84
MVD Agent County

When recorded mail to:

Planning & Zoning

APPLICATION

Caption

Cover Sheet

DO NOT REMOVE

This is part of an official document.



APACHE COUNTY — Community Development Department
 P.O. Box 238 • St. Johns, AZ 85935 • Phone: (928) 337-7527 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Mountain Motocross (mmx)
 Mailing Address PO Box 85
Fagar, AZ 85925
 Contact Person Alexa Finch
 Phone 928-245-2166 Fax _____
 Email mountainmotocross@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 194-26-002 B (a portion of)
 Township 8 Range 29E Section 12
 Subdivision _____
 Unit # _____ Lot # _____
 Address/Location TBD off Hwy 180
South of Baden Grounds
 Existing Zoning _____
 Existing Land Use Grazing
 Lot Size 10.4 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
We plan to build a motocross
track to hold races and
special events such as
"mud bugs"; free style shows
and various moto type races.

Temporary Use: Yes No

OFFICE USE ONLY	
Received By <u>LP</u>	Date <u>6-7-16</u>
Receipt # <u>444325</u>	Fee <u>500.⁰⁰</u>
Permit # <u>2016-00000014</u>	
Related Cases	
Appeal Filed By <u>Terry Weaver</u>	Date <u>7/20/16</u>
Receipt # _____	Fee _____

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property.
- Seventeen copies of all plans and drawings.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

Alexa Finch Date 5/13/16

Signature of Property Owner (if not the applicant)

Date _____

COMMISSION ACTION

Approved with Conditions (see attachments) Denied

Resolution # _____ Date _____

Chairman [Signature] Date 7/7/16

BOARD ACTION

Approved with Conditions (see attachments) Denied

Ordinance # _____ Date _____

Supervisor [Signature] Date 11/15/16

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
January 2009



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Firm Name ("Broker") WHITE MOUNTAIN KACHINA REALTY

2. acting through RICHARD A. AYRES hereby makes the following disclosure.
LICENSEE'S NAME

DISCLOSURE

3. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
4. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
5. relationship or representation they will have with the broker in the transaction.
6. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
7. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
8. rendered, either in full or in part, from the Seller or through the Seller's broker:
9. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
10. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
11. properties as Buyer is seeking.
12. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
13. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
14. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
15. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
16. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
17. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
18. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
19. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
20. stated in the listing or that the Buyer will accept a price or terms other than offered.
21. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
22. be made only with written authorization.
23. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the
24. Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely
25. affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that
26. a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a
27. person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real
28. estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of
29. offers as confidential unless there is a confidentiality agreement between the parties.
30. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
31. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
32. **AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

33. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
34. represent the Buyer as Buyer's Broker.
35. represent the Seller as Seller's Broker.
36. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that
37. the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
38. acknowledged in a separate writing other than the purchase contract.
39. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
40. represent the Buyer as Buyer's Broker.
41. represent the Seller as Seller's Broker.
42. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
43. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
44. should be acknowledged in a separate writing other than the purchase contract.
45. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
46. **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**
47. APACHE COUNTY J Ferrin Crosby BOARD OF SUPERVISORS
48. [Signature] 10/23/17
- ^ PRINT NAME ^ PRINT NAME
- ^ SIGNED MO/DA/YR ^ SIGNED

Real Estate Agency Disclosure and Election • Updated: January 2009 • Copyright © 2009 Arizona Association of REALTORS®. All rights reserved.



Vacant Land/Lot Seller Advisory

When in doubt - disclose!



Sellers are obligated by law to disclose all known material (important) facts about the property to the buyer. Arizona law requires that you disclose material facts about the property whether or not you are asked by the buyer or a real estate agent, or when asked to complete a disclosure form. There are also some very specific seller disclosures that you are required by statute to make. **Additionally, you may be required to complete and record an Affidavit of Disclosure if selling property in an unincorporated area of a county.**

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, regardless of whether or not you consider the information material. You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or a misrepresentation: for example, if something changes. However, a seller does not generally have a legal obligation to correct defects in the property, as long as the defects are disclosed. Any correction of the defects is a matter of contract negotiation between you and the buyer.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

The Arizona Association of REALTORS® Vacant Land/Lot Seller's Property Disclosure Statement ("SPDS") is designed to assist you in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts.

You should complete the SPDS by answering all questions as truthfully and as fully as possible. Attach copies of any available supporting documentation to insure that you are disclosing accurate information. Also, use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess - use the blank lines to explain the situation.

The SPDS is divided into nine general sections:

- 1) **Ownership and Property:** This section asks for general information about the property, such as location and ownership, associations, assessments, title issues etc. Any seller should be able to answer most, if not all, of the questions in this section. If you have never seen the Property and you are unable to answer some of the questions, explain on Page 5 under ADDITIONAL EXPLANATIONS.
- 2) **Access:** Both legal and physical access is addressed.
- 3) **Use:** This section asks for information regarding the current and past use of the property.
- 4) **Utilities:** You are asked whether the property currently receives the listed utilities, and if so, to identify the provider.
- 5) **Water:** The water source and any known information about drinking water are addressed. Additionally, the section asks for information on any irrigation rights or other water-related issues pertaining to the property.
- 6) **Sewer/Waste Water Treatment:** There are many questions dealing with the topic of sewer or wastewater treatment as a result of claims involving alleged misrepresentations concerning the availability of a sewer connection. If the property is served by an on-site wastewater treatment facility, e.g., a septic or alternative wastewater system, a variety of additional information is required.
- 7) **Environmental Information:** In addition to questions regarding environmental hazards, you are asked to disclose any issues relating to soil settlement/expansion, drainage/grade, erosion, and noise from the surrounding area including airport and traffic noise, and any odors or other nuisances.
- 8) **Miscellaneous:** This section deals with surveys, archeological features, endangered species, mineral rights, and mine shafts/tunnels or abandoned wells associated with the property.
- 9) **Additional Explanations:** These blank lines provide space for you to disclose any other important information concerning the property that might affect the buyer's decision-making process, the value of the property or its use, and to make any other necessary explanations.

Please note: By law, sellers are not obligated to disclose that the property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know"; you should either answer truthfully or respond that you are not legally required to answer the question.



WHITE MOUNTAIN KACHINA REALTY
 VACANT LAND/LOT SELLER'S PROPERTY
DISCLOSURE STATEMENT (SPDS)
 (TO BE COMPLETED BY SELLER)



The printed portion of this FORM has been approved by the Arizona Association of Realtors®. This is NOT intended to be a binding contract.

MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the blank lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

OWNERSHIP AND PROPERTY

1. THIS DISCLOSURE CONCERNS THE FOLLOWING REAL PROPERTY: TBD CENTRAL AVE. HWY 260, EAGAR, AZ.
2. 85925
3. COUNTY: APACHE TAX PARCEL NUMBER: 104-26-002E
4. ZONING: _____ LEGAL OWNER OF PROPERTY: _____
5. DATE PURCHASED OR ACQUIRED: _____
6. How did you acquire the Property? Purchase Inheritance Foreclosure Gift Other: _____
7. Is the Property located in an unincorporated area of the county? Yes No
8. If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.
9. To your knowledge, is the Property within a subdivision approved by the Arizona Department of Real Estate? Yes No
10. If yes, attach a copy of the Subdivision Public Report.
11. Is the legal owner(s) of the Property a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)? Yes No If yes, consult a tax advisor; mandatory withholding may apply.
12. Does the Property include any leased land? Yes No
13. If yes, is the land: State Federal Privately owned Other: _____
14. How many acres are leased? _____
15. Expiration date of current lease? _____ (Attach a copy of the lease.)
16. Is the Property currently leased to a tenant? Yes No
17. If yes, expiration date of current lease: _____ (Attach a copy of the lease.)
18. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____
19. _____
20. _____
21. _____
22. YES NO Have you entered into any agreement to transfer your interest in the Property in any way, including lease renewals or options to purchase? Explain: _____
23. YES NO To your knowledge, is the Property subject to Covenants, Conditions and Restrictions or deed restrictions? Explain: _____
24. YES NO _____
25. YES NO _____

ARIZONA REALTORS Form VLSPDS 02/08 C Initials: [Signature] BUYER BUYER



- YES NO**
26. Are you aware of any association(s) governing this Property?
 27. If yes, provide contact(s) information: Name: _____ Phone #: _____
28. If yes, are there any fees? How much? \$ _____ How often? _____
29. Are you aware of any assessments affecting this Property? (Check all that apply):
30. Association assessment Road maintenance Sewer Water Electric Other _____
31. If yes, the approximate balance: \$ _____
32. Are you aware of any proposed assessment(s)?
33. If yes, explain: _____
34. Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
35. Explain: _____
36. Are you aware of any of the following recorded against the Property? (Check all that apply):
37. Judgement liens Tax liens Other non-consensual liens
38. Explain: _____
39. Are you aware of any title issues affecting this Property? (Check all that apply):
40. Recorded easements Use restrictions Lot line disputes Encroachments
41. Unrecorded easements Use permits Conservation easement Other _____
42. Explain: _____
43. Are you aware of any pending or anticipated eminent domain or condemnation proceedings regarding the Property?
44. Explain: _____
45. Are you aware of any development, impact, or similar fees regarding the Property?
46. Explain: _____

ACCESS

- YES NO**
47. To your knowledge, is there legal access to the Property?
48. To your knowledge, is there physical access to the Property?
49. To your knowledge, is the physical and legal access the same?
50. To your knowledge, is the road/street access to the Property maintained by: County City Homeowners' association
51. Privately Not maintained Explain: _____
52. Are you aware of any problems with legal or physical access to the Property?
53. Explain: _____
54. Are you aware of any public or private use paths or roadways on or across the Property?
55. Explain: _____

USE

56. What is the current use of the Property? Family Reunions
57. What prior uses of the Property are you aware of? Barge
- YES NO**
58. To your knowledge, does the current use conform with current zoning?
59. Are you aware of any improvements on the Property?
60. Explain: _____
61. Are you aware of any crops being grown on the Property?
62. If yes, are the crops Owner operated Tenant operated
63. If yes, who has the right to harvest the crops and for what period of time? Explain: _____
64. _____
65. Are you aware of any livestock on the Property?
66. If yes, are the livestock Owner operated Tenant operated Open range



UTILITIES

67. **Are the following services available to the Property?** **PROVIDER**

	YES	NO		
68.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity	_____
69.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fuel <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil	_____
70.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cable	_____
71.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Telephone	_____
72.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage collection	_____
73.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire	_____
74.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there any alternate power systems installed on the Property? If yes, indicate type (Check all that apply):	
75.			<input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Generator <input type="checkbox"/> Other _____	
76.			If yes, are you aware of any past or present problems with the alternate power system(s)? Explain: _____	
77.			_____	

WATER

	YES	NO		
78.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there a domestic water source to the Property?	
79.			If yes, water source is: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private water company <input type="checkbox"/> Private well <input type="checkbox"/> Shared well <input type="checkbox"/> Hauled water	
80.			If water source is a private or shared well, or water can be used from springs, streams, lakes, ponds, reservoirs, canyons, or ravines, complete and attach the DOMESTIC WATER WELL/WATER USE ADDENDUM.	
81.				
82.			If water source is public, a private water company, or hauled water, Provider is: _____	
83.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you aware of any past or present drinking water problems? Explain: _____	
84.			_____	
85.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	To your knowledge, is the Property in one of the following districts or areas? (Check all that apply):	
86.			<input type="checkbox"/> Central Arizona Project (CAP) District <input type="checkbox"/> Irrigation Non-Expansion Area <input type="checkbox"/> Active Management Area	
87.			<input type="checkbox"/> Central Arizona Groundwater Replenishment District <input type="checkbox"/> Other: _____	
88.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you aware of any grandfathered water rights associated with the Property?	
89.			If yes, <input type="checkbox"/> Type I <input type="checkbox"/> Type II <input type="checkbox"/> Irrigation	
90.			Grandfathered Water Rights Certificate # _____	
91.			What is the allotment? _____ acre feet	
92.			Number of irrigated acres _____	
93.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	To your knowledge, does the Property have surface water rights? If yes, Certificate # _____	

SEWER/WASTEWATER TREATMENT

	YES	NO		
94.			NOTICE TO BUYER: CONTACT THE APPROPRIATE GOVERNMENTAL OR PRIVATE PROVIDER REGARDING THE AVAILABILITY AND COST OF SEWER CONNECTION.	
95.				
96.			Type of sewer: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Planned and approved sewer system, but not connected <input type="checkbox"/> None	
97.			Name of Provider: _____	
98.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 110.)	
99.			If yes, the Facility is: <input type="checkbox"/> Conventional septic system <input type="checkbox"/> Alternative system; type: _____	
100.			_____	
101.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If the Facility is an alternative system, is it currently being serviced under a maintenance contract?	
102.			If yes, name of contractor: _____ Phone #: _____	
103.			Approximate year Facility installed: _____ (Attach copy of permit)	
104.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you aware of any repairs or alterations made to this Facility since original installation?	
105.			Explain: _____	
106.			_____	
107.			Approximate date of last Facility inspection and/or pumping of septic tank: _____	
108.			_____	



109. YES NO Are you aware of any past or present problems with the Facility? Explain: _____
110. YES NO Are you aware of any site/soil evaluation (percolation or other tests) having been performed on the Property?
If yes, when and by whom? _____
111. _____
112. **NOTICE TO SELLER AND BUYER: THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIRES A**
113. **PRE-TRANSFER INSPECTION OF ON-SITE WASTEWATER TREATMENT FACILITIES ON RE-SALE PROPERTIES.**

ENVIRONMENTAL INFORMATION

114. YES NO Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
115. Asbestos Radon gas Mining operations Pesticides
116. Underground storage tanks Fuel/oil/chemical disposal or storage
117. Explain: _____
118. YES NO Are you aware of the presence of any of the following in close proximity to Property, past or present? (Check all that apply):
119. Asbestos Radon gas Pesticides Underground storage tanks
120. Fuel/oil/chemical disposal or storage Other: _____
121. Explain: _____
122. YES NO Are you aware if the Property is located within any of the following? (Check all that apply):
123. Superfund Water Quality Assurance Revolving Fund ("WQARF")
124. Comprehensive Environmental Response Compensation and Liability Act ("CERCLA")
125. YES NO Are you aware of any environmental assessments or studies having been performed on the Property?
126. If yes, was the study a (Check all that apply): Phase I Phase II Phase III Other _____
127. (Attach copies of the environmental assessment or study.)
128. YES NO Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
129. Soil settlement/expansion Drainage/grade Erosion Fissures Other
130. Explain: _____
131. **NOTICE TO BUYER: THE ARIZONA DEPARTMENT OF REAL ESTATE PROVIDES EARTH FISSURE MAPS TO**
132. **ANY MEMBER OF THE PUBLIC IN PRINTED OR ELECTRONIC FORMAT UPON REQUEST AND ON ITS WEB SITE**
133. **AT www.azre.gov.**
134. YES NO Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):
135. Soil settlement/expansion Drainage/grade Erosion Other
136. Explain: _____
137. YES NO Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
138. Airport noise Traffic noise Rail line noise Neighborhood noise Toxic waste disposal
139. Odors Nuisances Sand/gravel operations Other _____
140. Explain: _____
141. YES NO Are you aware of any portion of the Property being situated on or in close proximity to a closed landfill?
142. Explain: _____
143. YES NO Are you aware of any conditions that make the Property subject to any of the following ordinances or regulations? (Check all that apply):
144. Hillside Erosion control Native plant/animal species preservation Natural area open space requirements
145. Wetlands area Critical habitat
146. YES NO Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?
147. Explain: _____
148. **NOTICE TO SELLER AND BUYER: PURSUANT TO ARIZONA LAW A SELLER SHALL PROVIDE A WRITTEN**
149. **DISCLOSURE TO THE BUYER IF THE PROPERTY IS LOCATED IN TERRITORY IN THE VICINITY OF A MILITARY**
150. **AIRPORT OR ANCILLARY MILITARY FACILITY AS DELINEATED ON A MAP PREPARED BY THE STATE LAND**
151. **DEPARTMENT. THE DEPARTMENT OF REAL ESTATE ALSO IS OBLIGATED TO RECORD A DOCUMENT AT THE**
152. **COUNTY RECORDER'S OFFICE DISCLOSING IF THE PROPERTY IS UNDER RESTRICTED AIR SPACE AND TO**
153. **MAINTAIN THE STATE LAND DEPARTMENT MILITARY AIRPORT MAP ON ITS WEBSITE AT www.azre.gov.**
154. YES NO Are you aware if any portion of the Property is in a flood way or flood plain?
155. Explain: _____
156. YES NO Are you aware of any portion of the Property ever having been flooded?
157. Explain: _____
158. YES NO
159. Explain: _____



MISCELLANEOUS

- YES NO**
160. Are you aware of any survey of the Property by a licensed surveyor having been performed? If yes, when and by whom? Don Muth Check County records (Attach surveyor's plat map)
161. If yes, is the survey recorded?
162. Are you aware of any archeological features or artifacts on the Property?
163. Explain: "They" say there are some
164. Are you aware of any archeological study having been performed on the Property?
165. If yes, when and by whom? _____
166. Are you aware of any endangered species on the Property? Explain: _____
167. Are you aware of any endangered species studies having been performed on the Property? If yes, when and by whom? _____
168. Are you aware of any mineral rights that transfer with the title? If yes, explain: _____
169. Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
170. If yes, describe location: _____
171. _____ (illustrate location on plat map, if attached.)
172. _____
173. _____
174. _____
175. _____

ADDITIONAL EXPLANATIONS

- YES NO**
176. Is there any other information concerning the Property that might affect the decision of a buyer to buy, or affect the value of the Property, or affect the Property's use by a buyer? Explain: _____
177. _____
178. _____
179. _____
180. _____
181. _____
182. _____
183. _____
184. _____
185. _____
186. _____
187. _____
188. _____

189. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections.

192. Alexa Finch 10/16/17
 SELLER ALEXA FINCH MO/DA/YR SELLER MO/DA/YR

193. Reviewed and updated: Initials: /
 SELLER SELLER MO/DA/YR

194. **BUYER'S ACKNOWLEDGEMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties.

197. **NOTICE:** Buyer acknowledges that by law, Seller, Lessors and Brokers are not obligated to disclose that the Property is or has been:
 198. (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or
 200. (3) located in the vicinity of a sex offender.

201. **By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer reasonably disapproves of any items provided herein, Buyer shall deliver to Seller written notice of the items disapproved as provided in the Contract.**

203. _____ MO/DA/YR BUYER MO/DA/YR

ARIZONA REALTORS Form VLSPDS 02/08 C Initials: AF
 BUYER BUYER

WHITE MOUNTAIN KACHINA REALTY
**VACANT LAND/LOT
 PURCHASE CONTRACT**

Document updated:
 February 2016



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

1a. 1. BUYER: APACHE COUNTY, BOARD OF SUPERVISORS
BUYER'S NAME(S)

2. SELLER: ALEXA FINCH or as identified in section 9c.
SELLER'S NAME(S)

3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
 4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").

1b. 5. Property Address: TBD CENTRAL AVE. HWY 260 Zoning: SEE LINE 331

6. Assessor's #(s): 104-26-002E

7. City: EAGAR County: APACHE AZ, Zip Code: 85925

8. Legal Description: SEC 12 TWNHP 8N R 29E COMMENCING N1/16 OF SEC 11 & 12 THENCE E 198.47 or see attached legal description.

1c. 9. \$ 81,510.00 Full Purchase Price, paid as outlined below

10. \$ _____ Earnest money _____

11. \$ 81,510.00 CASH DUE AT CLOSE OF ESCROW

12. \$ _____

13. _____

1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
 15. thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer,
 16. expressed or implied, as to their condition except as provided for in section 5a.

1e. 17. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Property, and any existing personal property
 18. specified herein, shall be included in this sale, including the following:

19. N/A

20. _____

21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
 22. or encumbrances.

23. Fixtures and leased items NOT included: N/A

1f. 24. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.

25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
 26. documents, and perform all other acts necessary in sufficient time to allow COE to occur on

27. November 9th 1ST, 2017 ("COE Date"). If Escrow Company or recorder's office is closed on
MONTH DAY YEAR

28. COE Date, COE shall occur on the next day that both are open for business.

29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down

30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available

31. funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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 BUYER BUYER



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21. 76. **Subordination:** If applicable, Seller carryback financing is is not to be subordinated to a construction loan. If Seller
 77. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
 78. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
 79. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE
 80. SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY
 81. HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend
 82. the parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

- 3a. 83. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the
 84. terms of this Contract shall be:

85. **PIONEER TITLE** (928) 333-5440
 "ESCROW/TITLE COMPANY" PHONE
 86. (888) 342-7615 carli.beard@ptaaz.com
 FAX EMAIL
 87. 404 E. MAIN ST., SPRINGERVILLE, AZ. 85938
 ADDRESS

- 3b. 88. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and
 89. tax consequences. Buyer is advised to obtain legal and tax advice.

- 3c. 90. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller
 91. directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete
 92. and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"),
 93. including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen
 94. (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written
 95. notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy
 96. showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.
 97. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way,
 98. easements and all other matters of record or deed.

- 3d. 99. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and
 100. address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also
 101. acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the
 102. Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for
 103. any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to
 104. close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow
 105. Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees,
 106. unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all
 107. parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company
 108. shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is
 109. provided, Escrow Company shall record the Affidavit at COE.

- 3e. 110. **Prorations, Expenses and Adjustments:**
 111. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available.
 112. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be
 113. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
 114. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be
 115. prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
 116. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of
 117. Buyer at COE or paid to Buyer by Seller at COE.

- 3f. 118. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at
 119. COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is
 120. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said
 121. adjustments.

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- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the rights of tenants under existing leases, to Buyer at COE or _____ . Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.
- 1h. 36. **Addenda Incorporated:** Additional Clause Buyer Contingency Domestic Water Well H.O.A.
 37. Loan Assumption Market Conditions Advisory On-site Wastewater Treatment Facility Seller Financing Short Sale
 38. Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land
 39. Other: _____
- 1i. 40. **IF THIS IS AN ALL CASH SALE:** Buyer shall provide Seller, within five (5) days or _____ days after Contract acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.

2. FINANCING

- 2a. 43. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback
 44. CASH
 45. (If financing is to be other than new financing, see attached addendum.)
- 2b. 46. **Financing:** This sale is is not contingent upon Buyer obtaining a satisfactory financing commitment within Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)
- 2c. 48. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 2d. 55. **Pre-Qualification:** If using Conventional, FHA, VA, or USDA financing, a completed AAR Pre-Qualification Form is attached hereto and incorporated by reference.
- 2e. 57. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to Broker(s) and Seller upon request.
- 2f. 60. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 62. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 63. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.
- 2i. 66. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form if attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 70. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by Buyer Seller
 71. Other _____
 72. Appraisal Fee(s) are are not included in Seller Concessions, if applicable.
- 2k. 73. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of partial release.

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BUYER	BUYER



- 3g. 122. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with
123. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions
124. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company
125. against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees,
126. arising from or relating in any way to the release of Earnest Money.
- 3h. 127. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of
128. the COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that
129. becomes a lien after COE is the Buyer's responsibility.
- 3i. 130. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete,
131. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant
132. to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign
133. person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an
134. exemption applies.
- 3j. 135. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign
136. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 137. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031
138. or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the
139. exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party
140. incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the
141. advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any
142. liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 143. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to
144. the Buyer within five (5) days after Contract acceptance.
- 4b. 145. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information
146. pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may
147. adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or
148. litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv)
149. financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service
150. contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available,
151. and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control
152. provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into
153. with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
- 4c. 154. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy
155. of any known road maintenance agreement affecting the Property.
- 4d. 156. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared
157. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable,
158. Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller
159. that are associated with the Property.
- 4e. 160. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or
161. knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller
162. is not the subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 163. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State,
164. or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the
165. Property.
- 4g. 166. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or
167. disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 168. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property
169. other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required
170. by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
171. disapproved within five (5) days after receipt of the Affidavit of Disclosure.

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[Signature]	
SELLER	SELLER

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BUYER	BUYER



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- 4i. 172. **H.O.A. / Condominium / Planned Community:** The Property is is not located within a homeowners' association/ 173. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 174. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the 175. SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or 176. otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior 177. to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of 178. disapproval to Seller.

5. WARRANTIES

- 5a. 179. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the 180. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract 181. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 182. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 183. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the 184. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 185. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE 186. in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants 187. that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic 188. tank or alternative system) is correct to the best of Seller's knowledge.
- 5c. 189. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect 190. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or 191. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts 192. the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property** 193. **except disclosed as follows: N/A**
- 194. _____

6. DUE DILIGENCE

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 15 days after Contract acceptance 196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect 197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and 198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all 199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; 200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities 201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate 202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any 203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the 204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity 205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free 206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all 207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports 208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and 209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any 210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically 211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer* 212. *Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage:** **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE** 214. **PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE** 215. **FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE** 216. **DILIGENCE PERIOD.**
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due 218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the 219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve 220. the Property.

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<i>[Signature]</i>	
BUYER	BUYER



6d. 221. Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN
 222. WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S
 223. INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD. Buyer understands that any fire, casualty, or other
 224. insurance desired by Buyer or required by Lender should be in place at COE.

6e. 225. Sewer or On-site Wastewater Treatment System: The Property does does not contain an on-site wastewater
 226. treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater
 227. Treatment Facility Addendum is incorporated herein by reference.

228. IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE
 229. BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

230. (BUYER'S INITIALS REQUIRED) BUYER BUYER

6f. 231. Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility: If the suitability of the Property for
 232. installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs
 233. are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility
 234. installation costs within the Due Diligence Period. NOTE: Buyer is advised that the site/soil evaluation is not binding on
 235. the State-delegated County agency in any future permitting decision as to the suitability of the design or type of
 236. facility for the Property.

6g. 237. LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO
 238. STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL
 239. REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO
 240. THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE
 241. NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.

242. (BUYER'S INITIALS REQUIRED) BUYER BUYER

6h. 243. ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A
 244. MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.

6i. 245. Survey: A survey shall shall not be performed. If to be performed, the survey shall be performed by a licensed
 246. surveyor within the Due Diligence Period or _____ days after Contract acceptance.

247. Cost of the survey shall be paid by Seller Buyer Other: _____

248. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
 249. Survey Minimum Standards".

- 6j. 250. Survey instructions are:
- 251. A boundary survey and survey plat showing the corners either verified or monumentation.
 - 252. A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.
 - 253. Other survey terms: _____
 - 254. _____
 - 255. _____
 - 256. _____
 - 257. _____
 - 258. _____
 - 259. _____
 - 260. _____
 - 261. _____

(BUYER'S INITIALS REQUIRED) BUYER BUYER

6k. 262. WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT
 263. MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

6l. 264. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE
 265. NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE
 266. SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO
 267. ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE
 268. PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING,
 269. BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR
 270. CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

271. (BUYER'S INITIALS REQUIRED) BUYER BUYER

AME	
SELLER	SELLER

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Initials>

<u> </u>	<u> </u>
BUYER	BUYER



Vacant Land/Lot Purchase Contract >>

- 6m.272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of
 273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this
 274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due
 275. Diligence Period items disapproved shall be provided in a single notice.
- 6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other
 277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 280. (a) Seller shall respond in writing within five (5) days or 5 days after delivery to Seller of Buyer's notice of
 281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
 283. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any**
 284. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**
 285. **to Buyer three (3) days or 3 days prior to COE Date.**
 286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
 287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
 288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
 291. extend response times or cancellation rights.
292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
 293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
 294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
 296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
 297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
 298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
 300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If
 301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
 302. become a breach of Contract.
- 7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
 304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative
 305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages
 306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at
 307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of
 308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to
 309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a
 310. material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating
 312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
 313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes
 314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in
 315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to
 316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
 317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
 318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30)
 319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to
 320. resort to court action.
- 7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
 322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
 323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
 324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
 325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

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<i>AMF</i>	
SELLER	SELLER

<Initials

Initials>

<i>[Signature]</i>	
BUYER	BUYER



Vacant Land/Lot Purchase Contract >>

- 326. ("lis pendens") or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
- 327. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 7e. 328. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
- 329. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
- 330. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 331. **PROPERTY USE AS PER METROSCAN PROPERTY PROFILE LAND IS LISTED AS VACANT UNDETERMINED**
- 332. **USE**
- 333. _____
- 334. **BUYER IS PURCHASING PROPERTY IN AS-IS CONDITION NOTHING FOLLOWS**
- 335. _____
- 336. _____
- 337. _____
- 338. _____
- 339. _____
- 340. _____
- 341. _____
- 342. _____
- 343. _____
- 344. _____
- 345. _____
- 346. _____
- 347. _____
- 348. _____
- 349. _____
- 350. _____
- 351. _____
- 352. _____
- 353. _____
- 354. _____
- 355. _____
- 356. _____
- 357. _____
- 358. _____
- 359. _____
- 360. _____

- 8b. 361. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or
- 362. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the
- 363. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase
- 364. price, either Seller or Buyer may elect to cancel the Contract.
- 8c. 365. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 366. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 367. **Time Is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations
- 368. described herein.

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<i>Amc</i>	
SELLER	SELLER

<Initials

Initials>

<i>[Signature]</i>	
BUYER	BUYER



- 8f. 369. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed 370. by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously 371. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. 372. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE 373. FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF 374. REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
 - 8g. 375. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original 376. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other 377. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. 378. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
 - 8h. 379. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 380. end at 11:59 p.m.
 - 8i. 381. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event 382. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance 383. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the 384. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., 385. if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).
 - 8j. 386. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller 387. and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a 388. writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this 389. Contract.
 - 8k. 390. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands 391. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
 - 8l. 392. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by 393. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become 394. effective immediately upon delivery of the cancellation notice.
 - 8m. 395. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in 396. writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic 397. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as 398. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
 - 8n. 399. **Earnest Money:** Earnest Money is in the form of: Personal Check Other _____ 400. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be 401. deposited with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required 402. closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be 403. construed as a material breach of this contract and all earnest money shall be subject to forfeiture.
 - 8o. 404. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY 405. BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE 406. CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL 407. PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL 408. REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER 409. RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**
410. (BUYER'S AND SELLER'S INITIALS REQUIRED) AMF SELLER Jfe BUYER
- 8p. 411. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and 412. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 413. by October 8 AMF, 2018 at 12:00 a.m. / p.m., Mountain Standard Time. Buyer 414. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 415. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned. 416. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE 417. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

<u>AMF</u>	
SELLER	SELLER

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Initials > Jfe
 BUYER BUYER



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8q. 418. Broker on behalf of Buyer:

419. RICHARD A. AYRES BR565302000
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. WHITE MOUNTAIN KACHINA REALTY
PRINT FIRM NAME FIRM MLS CODE

421. 830 E. MAIN ST. STE. 120 SPRINGERVILLE AZ. 85938 SE509078000
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

8r. 422. (928) 333-1420 (928) 333-5519 cwbrichard@hotmail.com
PREFERRED TELEPHONE FAX EMAIL

423. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

8s. 424. the Buyer; the Seller; or both the Buyer and Seller

425. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt
426. of a copy hereof including the Buyer Attachment.

427. J Ferrin Crosby 10/23/17
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR
APACHE COUNTY BOARD OF SUPERVISORS

428. POB 428
ADDRESS ADDRESS

429. ST. JOHNS, AZ. 85936
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 430. Broker on behalf of Seller:

431. RICHARD A. AYRES BR565302000
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

432. WHITE MOUNTAIN KACHINA REALTY
PRINT FIRM NAME FIRM MLS CODE

433. 830 E. MAIN ST. STE 120 SPRINGERVILLE AZ. 85938 SE509078000
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

434. (928) 333-1420 (928) 333-5519 cwbrichard@hotmail.com
PREFERRED TELEPHONE FAX EMAIL

9b. 435. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

436. the Seller; or both the Buyer and Seller

9c. 437. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a
438. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

439. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

440. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

441. Alexa Finch 10/16/2017
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

442. ALEXA FINCH
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

443. POB 85
ADDRESS ADDRESS

444. EAGAR, AZ. 85925
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

OFFER REJECTED BY SELLER: _____ MONTH _____ DAY _____ YEAR (SELLER'S INITIALS)

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR



MARKET CONDITIONS ADVISORY

Document updated:
August 2009



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



The real estate market is cyclical and real estate values go up and down.

The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer and Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and Seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and Seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

J. Fern Crosby 10/23/17
^ BUYER'S SIGNATURE MO/DA/YR
APACHE COUNTY

^ BUYER'S SIGNATURE MO/DA/YR

Alexa Finch 10/16/2017
^ SELLER'S SIGNATURE MO/DA/YR
ALEXA FINCH

^ SELLER'S SIGNATURE MO/DA/YR

Market Conditions Advisory • Updated: August 2009
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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Engineering

Date/Signature: 10/30/2017 

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of the following documents Affidavit of Non-Collusion and NN Debarment & Suspension form for the Apache County IGA with NN (Navajo DOT).

BOS Meeting Date Requested 11/07/2017

PRE-AGENDA ITEM REVIEW

Review Routing Legal / Finance / Purchasing / Human Resource / Other:

Legal Review: see email

Signature: 

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials 

Tamie Herrick

From: Ferrin Crosby
Sent: Thursday, October 26, 2017 12:54 PM
To: Tamie Herrick; Beth Bond
Cc: Ryan Patterson
Subject: Fwd: Apache County IGA with NN (Navajo DOT) - Attachments
Attachments: fw9.pdf; Suspension-Debarment.pdf

Could you assist with this request?
Thank you

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Marjorie Nelson <mnelson@navajodot.org>
Date: 10/26/17 9:45 AM (GMT-07:00)
To: Ferrin Crosby <cfcros@co.apache.az.us>
Cc: Ardaniel Begay <abegay@navajodot.org>, Marlinda Littleman <mlittleman@navajodot.org>, Priscilla Lee <plee@navajodot.org>
Subject: Apache County IGA with NN (Navajo DOT) - Attachments

Good Morning Mr. Crosby,

I called and spoke with you this morning regarding Intergovernmental Agreement, I am the assigned person to get the IGA, processed through our contract approval process, and for starters, please provide:

- 1) Affidavit of Non-Collusion
2. Liability Insurance
3. W-9 (see attached form)
4. NN Debarment & Suspension form (see attached form)

If you have any questions, please give me a call or send me a message.

Thank you
Marjorie Nelson
Contract Section/Navajo DOT
(505)371-8373

Tamie Herrick

From: Joe Young
Sent: Monday, October 30, 2017 2:24 PM
To: Tamie Herrick
Subject: FW: Apache Co. IGA with Navajo DOT
Attachments: 20171030072049166.pdf

I would use the other form you found, but we should remove the second numbered sentence. I also looked at the Debarment and suspension form. Whether we have to complete or not is up to the Navajo Nation on whether they require it, but up to the BoS whether we want to do it. We should go before the Board, because its contractual in nature. At the minimum, if the board wants to do it, we should remove the third numbered section.

-----Original Message-----

From: Stephanie McCarthy
Sent: Monday, October 30, 2017 7:54 AM
To: Michael B. Whiting <MWhiting@apachelaw.net>; Joe Young <JYoung@apachelaw.net>
Subject: FW: Apache Co. IGA with Navajo DOT

MBW/JY,

Please let me know if there is anything you need me to do regarding this matter.

Thanks,

SM

-----Original Message-----

From: Tamie Herrick [mailto:therrick@co.apache.az.us]
Sent: Monday, October 30, 2017 7:23 AM
To: Stephanie McCarthy
Subject: Apache Co. IGA with Navajo DOT

Ferrin received these forms last week to be completed from the Navajo DOT. Please look over the affidavit of Non-Collusion (one is from the Navajo DOT and the other I found on the internet. Please advise which form we should use) Also reviewing the NN Debarment & Suspension form (are we as a county suppose to complete) If you need to pass on to Joe please do. Thought we would run them by you because Joe is gone this week. Thanks Tamie Herrick, Apache County Engineering

Your message is ready to be sent with the following file or link attachments:

20171030072049166.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

1. The bid/proposal is genuine and not made on the behalf of any other person, company or client.
2. ~~The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors.~~
3. No companies, clients or contractors have been solicited to propose a fake bid/proposal for comparative purposes.
4. No companies, clients or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
5. The price of the bid/proposal has not been disclosed to any client, company or contractor, and will not be disclosed until the formal date on _____

Affiant

Date

Subscribed and sworn to before me
this _____ day of _____ 20_____

(Notary Public),

County.

My commission expires _____ 20_____

ENDORSEMENT NO. 12

Additional Insured – Insured Contract

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING.

PUBLIC ENTITIES EXCESS LIABILITY:

1. The following is added to SECTION I:

Any person(s), entity(ies), or organization(s) to whom the **NAMED MEMBER** is obligated by virtue of an "insured contract" to provide coverage solely with respect to "**BODILY INJURY**" and "**PROPERTY DAMAGE**" and arising out of:

- a. **PREMISES** leased, used or occupied by you;
- b. "**AUTOMOBILES**" leased or rented by you;
- c. Equipment owned, leased, rented, maintained or used by you;
- d. Mortgagees of a Named Insured; or
- e. Property owners and property managers of property owned, leased, rented or occupied by you.

However, this insurance under this endorsement does not apply to:

- 1) Any "**OCCURRENCE**" which takes place prior to or after you cease to occupy the premise as stated in the "Insured Contract".
- 2) Any Structural alteration, new construction or demolition operations performed by or on behalf of the additional insured.
- 3) Any "**WRONGFUL ACT**", "**EMPLOYMENT PRACTICES WRONGFUL ACT**", or any "**EMPLOYEE BENEFIT WRONGFUL ACT**".

The limits of Coverage afforded under this endorsement will be limited to the Limits of Insurance required within the terms of the "insured contract" or the Limits of Insurance of this Policy, whichever is less, and will apply in excess of any "underlying insurance" or your "retained limit" shown in the Declarations. We will not be obligated for limits of insurance shown in the "insured contract" that are greater than the Limits of Coverage of this Policy.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
APACHE COUNTY BOARD OF SUPERVISORS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ **COUNTY GOVERNMENT (POLITICAL SUBDIVISION)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO BOX 428

6 City, state, and ZIP code
ST JOHNS, AZ 85936

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

8	6	-	6	0	0	0	3	8	5
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 1/10/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

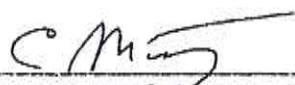


THE
NAVAJO
NATION

PRESIDENT
JOE SHIRLEY, JR.
VICE PRESIDENT
FRANK J. DAYISH, JR.

MEMORANDUM

TO : Joe Shirley, Jr., President
Executive Branch, Office of the President

FROM : 
Dominic Beyal, Executive Director
The Office of Management & Budget

SUBJECT : Revision to "Debarment and Suspension Certificate"

Through a memorandum dated September 16, 2005 the Contracts and Grants Section of OMB developed a debarment and suspension certificate for Navajo Nation programs to use. That certificate was transmitted to all Division Directors and Branch Chiefs for their information. Since that initial release the threshold dollar amount has changed and I have found it necessary to update that certificate based upon information that we have received through our Contracts and Grants Section.

I am attaching a revised certificate for your use. The previous dollar amount has been replaced to reflect the new amount of \$25,000. If you have any questions I would ask that you call Mr. Cordell Shortey, Contracting Officer, at extension 6470.

Attachment: Revised Certificate, Debarment and Suspension

xc: chrono

**NAVAJO NATION CERTIFICATION
Regarding Debarment and Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
- ~~3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).~~
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

Name & Signature of Applicant

Type or Print Name

Signature / Date

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

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated December 16, 2014 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions,

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activities by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION. The Statement of Work (SOW) is described in Attachment A for additional information; all other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of any work done pursuant to this Agreement after the completion of a PROJECT.

1.1 CURRENT PROJECT. The CURRENT PROJECT is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be governed by its own IGA in substantially the same form as this Agreement.

2. **Funding.** For the PROJECT as described in Attachment A, the NATION has set aside up to One hundred, ninety-two thousand, four hundred, ninety-one dollars and seventy-seven cents dollars

(\$192,491.77) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

2.1 Funding for Additional PROJECTS. For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the IGA for that PROJECT.

3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment A.

4. **Key Officials.** The key officials for each party are as follows:

Apache County
Mr. Ferrin Crosby
Engineering Department
P.O. Box 238
St. Johns, Arizona 85936
Office: (928) 337-7528
Fax: (928) 337-2062

Navajo Nation
Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office: (505) 371-8301
Fax: (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions.

6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.

7. **Payment to the COUNTY.**

A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.). The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.

B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.

C. The COUNTY will provide a quarterly report showing expenditures against the advance.

D. Each quarterly report shall reference this IGA and the appropriate Attachment.

- E. The COUNTY shall provide for strict accountability of all cost of materials, supplies, equipment and labor applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondences, reports and invoices associated with this IGA shall be furnished to the NATION.
8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
 9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
 10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate five (5) years after the date of the last signature.
 11. **Amendment/Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties. On or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.
 12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice thirty (30) prior to the effective date of termination. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.
 13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
 14. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
 15. **Other Terms and Conditions.**
 - A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation, and except as expressly set forth herein, the COUNTY shall have no authority, responsibility or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
 - B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies or shall be construed to create any right of action in any third party.

- C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
- D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.

16. **Dispute Resolution Procedures.** Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 555.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION

Russell Begaye, President

Date

APACHE COUNTY

Joe Shirley Jr. Chairman, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.

County Attorney

Date

ATTACHMENT A

Insert Statement of Work (SOW)

ATTACHMENT A

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N-203 & N-9252 Kin Dah Lichi'i Olta' Sch.	2017 - 2018	_____	_____	\$ 192,491.00
Total				\$ 192,491.00

- Estimate is subject to changes with unforeseen changes and unforeseen conditions of Scope of Work with approval of the Project Manager and Construction Manager

PROJECT DESCRIPTION:

The project location is on the Navajo Nation within the Kin Dah' Lichi'i Community. This Statement of Work pertains to Kin Dah' Lichi'i Olta' School Road Improvement Project a partnership between the Navajo Division of Transportation (Navajo DOT) and Apache County District 2 (District 2) for road improvements. These routes are major community use roads by school buses, emergency vehicles, and other residential vehicles. The project consist of 1.6 miles in length from U.S. Hwy. 264 north and roads surrounding the public school. The project includes road improvements involving grading, drainage and soil stabilization of existing routes. Route N-9252 is a total of 1.6 miles, N-203 is 3 miles to C-423 which is 1.5 miles to N-39 and N-9252 for a total of 6.2 miles of possible road improvements for this project. To implement a road improvement plan, it would really benefit the community, the school, staff and the transporting the children to school on a daily basis.

The Kin Dah' Lichi'i Olta' School is located three (3) miles east of the Kin Dah' Lichi'i Chapter. In 1998, the new replacement school was constructed to serve 250 students from grades Kindergarten to 6th grade. One of the bus routes, N-9252 extends from N-39, C-423 and N-203 toward the east from the top of the hill from the old school, however, this route is currently not being used by school buses due to a dangerous turn-off from the main route. Buses are going around Hwy 264 using N-203 and entering from the old Cross Canyon Store.

**KIN DAH LICHI'I OLTA' SCHOOL ROAD
IMPROVEMENT PROJECT
(N-203 & N-9252)**

JOINT PARTNERSHIP PROJECT

**NAVAJO DIVISION OF TRANSPORTATION
&
APACHE COUNTY DISTRICT 2**

STATEMENT OF WORK (SOW)

**APACHE COUNTY DISTRICT 2
P.O. BOX 994
GANADO, ARIZONA 86505**

JULY 20, 2017

DEVELOPED BY: PATRICK MARTINEZ, GIL ARVISO & TAFT BLACKHORSE

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INTRODUCTION/BACKGROUND

The Kin Dah' Lichi'i Olta' School is located three (3) miles east of the Kin Dah' Lichi'i Chapter. In 1998, the new replacement school was constructed to serve 250 students from grades Kindergarten to 6th grade. One of the bus routes, N-9252 extends from N-39, C-423 and N-203 toward the east from the top of the hill from the old school, however, this route is currently not being used by school buses due to a dangerous turn-off from the main route. Buses are going around Hwy 264 using N-203 and entering from the old Cross Canyon Store.

Route N-9252 is a total of 1.6 miles, N-203 is 3 miles to C-423 which is 1.5 miles to N-39 and N-9252 for a total of 6.2 miles of potential road improvements for this project. To implement a road improvement plan, it would really benefit the community, the school, staff and the transporting the children to school on a daily basis.

The project location is on the Navajo Nation within the Kin Dah' Lichi'i Community. This Statement of Work pertains to Kin Dah' Lichi'i Olta' School Road Improvement Project a partnership between the Navajo Division of Transportation (Navajo DOT) and Apache County District 2 (District 2) for road improvements. These routes are major community use roads by school buses, emergency vehicles, and other residential vehicles. The project consist of 1.6 miles in length from U.S. Hwy. 264 north and roads surrounding the public school. The project includes road improvements involving grading, drainage and soil stabilization of existing routes.

The Kin Dah Lichi'i Chapter considers these roads to be a high priority based on the public school and the access these roads provided for the students, emergency vehicles and utilization by the community for hospital visits and their daily activities. Currently, the roads are partially graveled and is in poor condition with potholes and erosion causing the road to be very unsafe for vehicles to travel on, especially for school buses. During inclement weather these roads becomes unsafe for travel and contribute to hardship on school children, school staff and community members including wear and tear of school buses. The Kin Dah Lichi'i Chapter developed its Land Use Plan, where they address some road developments and improvements which places Kin Dah Lichi'i as a priority as it serves young children within the community.

Navajo DOT and Apache County District 2's partnership is for infrastructure development, road upgrades and improvements are as follows:

SCOPE OF WORK

- Navajo DOT and District 2 through its Memorandum of Understanding (MOU) and Intergovernmental Agreements (IGA) have established this partnership agreement and will develop the Kin Dah Lichi'i Olta' School roads N-203 and N-9252.
- Navajo DOT will identify and provide funding, fiscal management and accounting for N-203 and N-9252 project materials and other applications for needed road improvements.
- Navajo DOT and District 2 will simultaneously provide trucking service for aggregate delivery to N-203 and N-9252 designated project site.
- District 2 will provide in-kind equipment, construction service and project management with Navajo DOT as an equal partner.

- District 2 will provide cost estimates of material, equipment rental, aggregate (limestone & base course), soil stabilization application and construction for the project.
- Navajo DOT will provide estimate of trucking, equipment and labor cost for project.
- District 2 will participate as a design build entity on N-203 and N-9252 with Navajo DOT roads department.
- District 2 will provide a water usage permit with estimated total usage for the project.
- Navajo DOT and District 2 will provide a uniform SWPP and Traffic Control Plan for the project.
- Navajo DOT will assist with trucks, equipment and operators for project as needed.
- District 2 and Navajo DOT will have weekly project management team meetings with current team members through duration of project on all project activities.
- District 2 and Navajo DOT will provide on-site construction supervision and Quality Control of project.
- District 2 and Navajo DOT will provide project management reports with closeout and expenditures.

PERIOD OF PERFORMANCE

The period of construction and development for the project is six (6) weeks (28 days) beginning on August 8, 2017 through October 20, 2017. All work must be scheduled to completion within the allocated timeframe. Any modifications or extensions will be requested through Project Team, PM and CM contracting officers for review and discussion.

PLACE OF PERFORMANCE

The selected soil stabilization vendor will perform a majority of the work onsite with preparation of soil stabilizer at its own facility. The vendor will be required to transport soil stabilization product on-site as requirement by the CM.

WORK REQUIREMENTS

Apache County District 2 and Navajo Division of Transportation through its partnership agreement intends to upgrade the road to meet safety requirements and Navajo DOT standards.

As part of this partnership agreement, the project management team will consist of Deputy Director and assigned Department Manager for Navajo DOT and Planning/Compliance Manager and Field Operations Manager for Apache County District 2 for the development of project management and Construction Management.

Inclusive is for development of project fiscal requirement as determined by the road assessment completed by Navajo DOT and District 2. Budget, Scope of Work, Schedule, Milestones, Oversight and Public Relations of the Kin Dah Lichi'i Olta' School project.

- Kickoff:
 - Project Team will create and present detailed project plan including schedule, implementation plan and transition plan
 - Project Team will present project plan to Navajo DOT, District 2, Kin Dah Lichi'i and Chapter for review and approval

- Design Phase:
 - Project Team to gather requirements and establish plan
 - Project Team to gather design build requirements
 - Project Team to review and approve design build
 - Present written status at weekly meeting

- Build Phase:
 - Project Team will provide project information for PM and CM
 - Dura Blend vendor will provide and compile an application plan for review/approval
 - Project Team and vendor will provide written status reports at weekly meeting

- Implementation Phase:
 - Project Team and Vendor will begin providing site support at this point forward until the end of the period of construction
 - PM and CM will present written status at weekly meeting
 - District 2 personnel and Navajo DOT personnel will perform work if required

- Project Handoff/Closure:
 - Project Team will provide documentation in accordance with the approved project plan
 - Project Team will present project closure report for review and approval
 - Project Team will complete the project requirements checklist showing that all project tasks have been completed
 - Project Team will present written status at weekly meeting

SCHEDULE/MILESTONES

The below list consists of the initial milestones identified for the Kin Dah Lichi'i Olta' School Road Improvement Project:

- | | |
|--|--------------------|
| • SOW Release | July 27, 2017 |
| • Vendor Selection Review (Dura Blend) | July 31, 2017 |
| • Vendor Selection | July 31, 2017 |
| • Pre-Construction Meeting | August 7, 2017 |
| • On-Site Kickoff Celebration | August 7, 2017 |
| • Period of Performance Begins | September 11, 2017 |
| • Construction Complete | October 6, 2017 |
| • Project Completion Review | October 11, 2017 |
| • Project Closure/Archives Complete | October 20, 2017 |

ACCEPTANCE CRITERIA

The Project Team will present and provide Project Closeout Report for approval to the Navajo DOT Management and Apache County District 2 Supervisor.

The Project Improvements will be transferred to Navajo DOT for continued operations and maintenance.

OTHER REQUIREMENTS

Project Team and project construction crew members will abide with accepted Navajo DOT and Apache County safety regulations and standards.

Apache County District 2 may need to purchase and acquire material services in an expedited manner that will require reimbursement from Navajo DOT.

Navajo DOT will provide fiscal and financial accounting for Project Closeout Report to Project Team.

There will be public information provided of partnership between Navajo Division of Transportation and Apache County District 2 on the Kin Dah Lichi'i Olta' School Road Improvement Project by radio, newspaper, bulletin and chapter awareness through duration of project.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

District III and Engineering

Date/Signature:

[Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of the proposed reorganization of District III & Engineering department as follows: DIII eliminate the Roads Manager position range 62 and replace with a Field Operations Mgr. range 50, Engineering will eliminate the County Surveyor range 68 to ~~68~~ a senior project Engineer range 62. There will be no salary increase will result in net savings of \$24,597

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



*Office of
Apache County Engineer*

P.O. Box 238, St. Johns, AZ 85936

fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

September 25, 2017

Memorandum

Apache County Board of Supervisors,

RE: District III and Engineering Reorganization

Gentlemen,

On the next Board of Supervisors Agenda November 7th, District III and the Engineering Department will propose a reorganization. Presently District III employees a Roads Manager that is paid out of District funds. This position reports directly to me and serves as a project engineer. This position was created during Supervisor Wellers term and will be eliminated. I feel that there is a need to move this position into and under the Engineering Departments organization as a Senior Project Engineer thus freeing up resources to District III. This move will also make this position available to all three districts thus improving my departments response to all three districts. As part of this change District III would like to replace the Roads Manager a range 62 position with a Field Operations Manager, a range 50 position.

Presently, the vacant position in the Engineering Department, namely, County Surveyor a range 68 position, would be converted into a Senior Project Engineer range 62. this position will be filled with professional staff holding a 4-year degree in their representative field of expertise and possess practical experience in that field. This position will also require new job description attached hereto.

The proposed changes are summarized below to show current pay and anticipated cost (savings).

District III

<u>Current</u>	Range	<u>Proposed</u>	Range
Roads Manager	62	Field Operations Manager	50

Engineering

<u>Current</u>	Range	<u>Proposed</u>	Range
County Surveyor	68	Senior Project Engineer	62

The reorganization proposed will result in a net saving of \$24,397.00. No salary increases have resulted from the proposed changes

Regards,



J. Ferrin Crosby
Apache County Engineer



Senior Project Engineer Engineering

Effective Date: 11/7/17
Range: 62
Annual Salary: \$58,627 – \$87,941
Exempt – Non-Classified

NATURE OF WORK:

The Senior Project Engineer (SPE) is charged with developing and maintaining the capital improvement program (CIP) and working with The Public Works Director and 3 District Supervisors to continually monitor and improve, as needed, Project work flow and development. The CIP planning and development will consist of all major transportation projects in the county. Maintenance of the CIP will include identifying and tracking fund types and updating budgets for each project. The SPE will be responsible for meeting with citizens and organizations about a variety of transportation project related issues. The SPE will assist in strategic planning endeavors and will build community partnerships in an effort to assure responsible transportation service. The SPE will assist the county engineer in special projects, reports and activities as assigned.

TYPICAL DUTIES:

May include but not limited to:

- Developing and Maintaining the county capital improvement plan
- Assisting in developing policies and procedures related to County Projects
- Serving as a project liaison between Incorporated Cities and Towns, Community Organizations, Citizens, Navajo Nation Chapters and Apache County
- Composing grant proposals
- Attending training and continuing education
- Community outreach/education
- Creative problem-solving
- Networking with communities, peer (county) entities, state agencies, and tribal agencies.
- Develop strategic and operational plans, keep plans current
- Representing Apache County at collaborative events and meetings
- Other Duties as Assigned

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of Principles and Practices of Civil Engineering
- Knowledge of Arizona Revised Statutes related to County Transportation authority
- Knowledge of Local Roads
- Knowledge of National Incident Management System and Incident Command System
- Skill in grant writing and grant administration
- Skill in working with people

- Skill in interpreting and applying statutes, rules, regulations and ordinances
- Ability to create good working relationships with community partners
- Ability to write sensible policies and procedures
- Ability to work on multiple priorities during the same time period
- Ability to work in a positive manner with staff to assist them in achieving their potential in their jobs

MINIMUM QUALIFICATIONS:

The SPE shall have a minimum of Bachelor of Science degree in Civil Engineering, and have a minimum of 5-7 years of public works experience including but not limited to road, bridges, and drainage projects. Five years of experience in CIP development and maintenance, project estimating and scheduling. Five years of experience in Public works planning, and scoping. Possess a valid Arizona Driver License.

(Position is in the classified service and is FLSA non-exempt)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Doyel Shamley, District III

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

District III: Update on Concord Blue Energy regarding woody-biomass facility and construction in Apache County.

BOS Meeting Date Requested 11/7/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials RP

CONCORD BLUE EAGAR, LLC

**EAGAR, AZ
BIOMASS POWER &
BIOCHAR FACILITY
MONTHLY
PROGRESS
REPORT**

October 2017

Prepared by
**CONCORD BLUE
DEVELOPMENT, INC.**



MONTHLY PROGRESS REPORT

October 2017

CONCORD BLUE EAGAR, LLC.



"Apache County looks forward to forging partnerships that help build a sustainable woody-biomass utilization industry in this area."

– Doyel Shamley, Apache County Supervisor

FAST FACTS

Location: Eagar Industrial Park, Eagar, AZ. 11.95-acre site.

Jobs Created: Averaging 20 to 35 jobs during construction; nine to 12 full-time employees going forward.

Biomass Usage Rate:

Approximately 59 tons (dry basis) per day. Actual received tonnage will vary from 90 to 113 tons per day, depending on moisture content.

Emissions:

Carbon-neutral firing process.

Permitting Status: All required State and Local permits have been issued.

Water Source: Existing well and water distribution pipeline in the Eagar Industrial Park.

Process Water Discharge:

A zero-discharge facility. Condensate will be recycled and evaporator bottom discharge will be directed to on-site lined evaporation ponds.

Domestic Wastewater Discharges:

An on-site septic system will be used to accept and treat plant wastewater sources.

Storm Water Discharge: A storm water detention basin has been designed and sized to control runoff during high intensity rainfall events.

Project Status: Construction commenced October 2016. In progress.

Project Logistics

Concord Blue Development Engages Lockheed Martin; Goals on Track

– October 2017

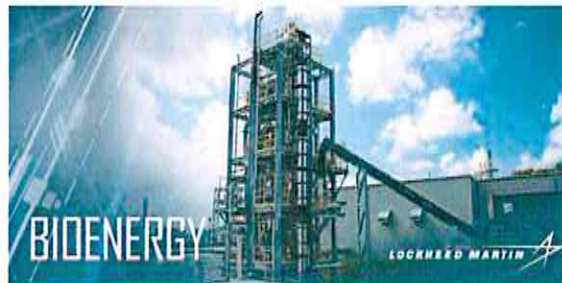
Progress continues to be made on Concord Blue Development LLC's (CBD)

1 MW biomass power plant in Eagar, AZ (The Project) which will utilize **Concord Blue Inc.'s Reformer®** technology to convert local biomass waste resources into renewable electricity for sale to the **Navopache Electric Cooperative (NEC)** and a high-quality biochar for use in agricultural and turf improvements and water conservation projects.

Concord Blue Development (CBD) has engaged **Lockheed Martin** for the design, engineering and construction of the Eagar Arizona biomass plant. The companies have joined forces successfully in the past to design and build revolutionary power plants using groundbreaking, clean energy technology.

Construction of The Project officially began in late October 2016, as geotechnical exploration was completed and road work commenced. The Project is on schedule to finalize an updated conceptual design by the end of the year, including design validation and vendor selection.

CBD's power purchase agreement with Navopache Electric Cooperative (NEC) was amended in late September to adjust the commercial operations date of the plant to April 2020. NEC has an existing contract with CBD to purchase 1MW of renewable electricity for the next 20 years.



Construction of the Eagar biomass plant — which will produce electricity and high-quality biochar — is scheduled to resume in the first quarter of 2019. The project is expected to create 20 to 35 local short-term construction jobs and 12 full-time plant operating jobs. Dozens of indirect jobs will also be created in the trucking, feedstock handling and other related sectors.

Concord Blue Energy and Lockheed Martin have successfully partnered on numerous projects in the past. In 2016, Lockheed Martin cut the ribbon on an innovative gasification plant at its Owego, NY facility which is powered by Concord Blue Reformer® technology. The two companies have also partnered to construct a 5 MW bioenergy plant in Herten, Germany utilizing CB Reformer® technology.

Once completed, the Eagar biomass plant will be the largest project of its kind in North America and a showcase for CB Reformer® waste to energy development worldwide. CBD and Lockheed Martin expect to host visiting clients, partners and manufacturing teams from all over the world in Eagar, according to **Concord Blue Development CEO Mo Vargas**. The result will be positive economic impact throughout the region.

"The Town of Eagar is excited about the new direction and renewed energy that





CONCORD BLUE REFORMER: DEMONSTRATED TECHNOLOGY

- World patent and patent-pending sole license;
- Multi-feedstock input: Utilizes any mix of organic-based material;
- Oxygen-free process (no burning of feedstock): Reduces emissions and atmospheric pollutants (NO dioxins or furans);
- High-value, multiple outputs: Syngas, electricity, hydrogen, heat, steam, specialty chemicals and synthetic fuels;
- Syngas contains a 2:1 ratio of hydrogen to carbon monoxide, allowing for the conversion to liquid fuels;
- Highly efficient: Up to 100 percent of input material can be recycled economically;
- Self-sustaining: No additional fuel needed to maintain the process;
- Scalable: Modular system with no size or volume restrictions (industrial to municipal/utility scale);
- Combined heat and power: Simultaneously produces heat and electricity, leading to efficiency and cost savings; and
- Decentralized: Waste disposed of locally, where waste is generated.

Concord Blue Reformer® technology offers an advanced waste conversion solution that addresses waste disposal, energy security and climate control issues while relieving the burden on landfills and fossil fuels.

Concord Blue is utilizing to move the biomass plant forward to completion,” according to **Eagar Interim Town Manager Bruce Ray**.

“Two global companies are coming together to create a groundbreaking project in Northern Arizona,” Vargas noted. “Economic development in related industries should follow as the project comes online.”

Vargas credited NEC officials for their vision and continued support.

“NEC has been a great advocate of economic development in the Eagar community and the region,” Vargas added. “They have proven

themselves to be a leader in planning for a sustainable energy future for their members.”

Apache County is also working to actively encourage economic development, according to **Apache County Supervisor Doyel Shamley**.

“Apache County looks forward to forging partnerships that help build a sustainable woody-biomass utilization industry in this area,” he said. “Apache County is proactively seeking ways to create jobs and economic benefits, while also improving safety and promote healthier forage and habitat throughout Apache County.”

In the News

Biochar Studied; Deemed ‘Miraculous’



From *Bioenergy Insight*, October 23, 2017 – An international team has studied what it labels ‘the miraculous properties of biochar’, revealing that the charcoal-like substance’s carbon coating explains its carbon storage and fertilizing capabilities.

Made from oxygen-deprived plant or other organic matter, biochar stores nutrients and promotes plant growth, acting as a non-toxic fertilizer. In addition, it can store carbon, contributing to reductions in greenhouse gas emissions.

Led by the University of Tuebingen in Germany, and involving researchers from the US Colorado State University, the new research revealed how the composting of biochar creates a very thin organic coating that significantly improves biochar’s fertilizing capabilities. Advanced analytical techniques confirmed that the coating strengthens the biochar’s interactions with water its ability to store soil nitrates and other nutrients.

The team’s unprecedented insights could help boost widespread commercialization of biochar fertilizers, which would in turn reduce global dependence on inorganic nitrogen fertilizers.

Mineral nitrogen fertilizers and liquid manure have an adverse impact on the environment, causing the emission of nitrous oxide and resulting in nitrates leaching into the groundwater. Adding biochar as a nutrient carrier in the soil has long been heralded as an eco-friendly alternative, however its use on a large scale has been restricted because little was known about how it stores and releases nitrates.

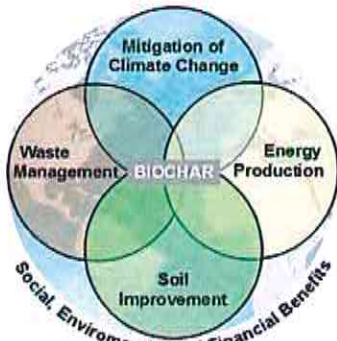
BETO’s New Tech Blog

The **U.S. Department of Energy’s Bioenergy Technologies Office (BETO)** has launched a new technical blog, [Bioprose: Building the Bio-economy Through Technology & Communication](#). [Bioprose](#) is one of several communications vehicles designed to enhance BETO’s communications efforts to provide valuable insight into the programs and people that contribute to the success of the bio-economy.



October 2017

CONCORD BLUE EAGAR, LLC.



The blog is written by a diverse team of managers, scientists and engineers associated with BETO. According to BETO, the blog will help link industry experts with cutting-edge BETO-funded research, providing readers with up-to-date information on technical breakthroughs.

Sign up to receive the blog via listserv [here](#).

Bioenergy Drives Economic Growth

For more than a decade, BETO has served as an important catalyst for the development of the emerging bio-based economy, working closely with industry partners to make critical investments in key technologies. These investments have opened new market opportunities, accelerated rural economic development, boosted growth for small businesses, and created jobs across key service sectors (e.g. agriculture and manufacturing).

BETO is focused on expanding our nation's non-food biomass resources for use in the development of 'drop-in' bio-based fuels and products that are compatible with existing infrastructure. Bioenergy presents a unique

opportunity to revitalize America's growth and secure our position as a global leader in the evolving bioenergy economy.

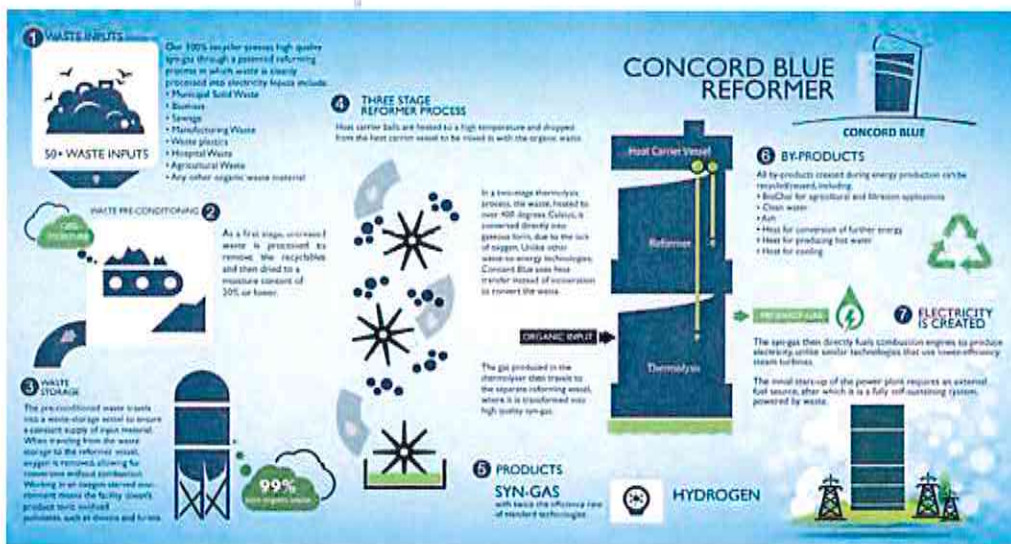
Turning Waste into Revenue and Diversifying Incomes for Rural Communities

The United States has the potential to produce 1.1 billion tons of biomass annually; much of which includes waste resources such as corn stover (stalks, stems and leaves); forestry residues; sorted municipal solid waste; and wet waste or sewage sludge. This waste material represents a significant cost to either businesses or consumers, in terms of handling and disposal, and most of it ends up sitting in a landfill where it is not re-used beneficially. Why not then turn these virtually untapped resources into revenues for local economies, providing an innovative solution to industrial waste management in the process?

Creating Jobs Across the Economy and Revitalizing American Manufacturing

Bioenergy has significant potential to serve as a vehicle for job creation and economic opportunity for communities throughout the nation. Estimates show that continuing to develop our domestic biomass resources could contribute nearly \$259 billion and 1.1 million jobs to the U.S. economy by 2030. These are jobs that can't be outsourced and cover a broad range of fields, from scientific research to plant operations, business, farming and manufacturing.

Read the [full Bioprospe blog article here](#).



MONTHLY PROGRESS REPORT

October 2017

CONCORD BLUE EAGAR, LLC.



OCTOBER REPORT EXHIBIT



GASIFICATION'S ENVIRONMENTAL BENEFITS

- Reduces risk of landfills polluting surface water and groundwater;
- Reduces need for landfill space;
- Decreases methane emissions from landfill;
- Extracts usable energy;
- Reduces transportation costs for waste; and
- Reduces use of fossil fuels.

With more than seven billion people on the planet, the ability to provide sustainable waste disposal and energy that is both clean and secure are vital to quality of life. Concord Blue Reformer[®] technology offers an advanced waste conversion solution that addresses waste disposal, energy security and climate control issues while relieving the burden on landfills and fossil fuels.

SITE CONSTRUCTION CONTINUES

An updated Eagar Project Development Schedule can be found on page 6.

ENGINEERING

Lockheed Martin is overseeing engineering for the project. A renewed concept and design process is underway.

PROCUREMENT

Lockheed Martin is acting as the project's procurement contractor.

CONSTRUCTION

CBE is actively engaged with Park Energy Services, a division of Park Construction. Lockheed Martin is now serving as the engineering, procurement and construction contractor for the project.

COMMISSIONING

The Commissioning Process schedule is being updated.

COMMERCIAL OPERATIONS

The project is scheduled to be commercially producing electricity in 2020.

DEVELOPMENT/PERMITTING

All required permits for construction of the Project have been issued by the appropriate governmental agencies. The table below provides a summary.



Permit	Agency	Application Date	Receipt/Approval Date
Air Permit	AZDEQ Air Division	Feb 4, 2014	Jan 29, 2016
Conditional Use Permit	Apache County Planning Commission/BOS	Dec 3, 2015	Feb 2, 2016
Height Variance	Apache County Board of Adjustment and Appeals	Dec 3, 2015	Jan 6, 2016
Construction General Permit	AZPDES	Dec 3, 2015	Dec 4, 2015
Septic Permit	Apache County Public Health Services District	May 13, 2016	May 19, 2016
Aquifer Protection Permit	AZDEQ Water Division	Feb 6, 2016	Jun 1, 2016
Building Permit	Apache County	May 31, 2016	Jun 9, 2016



October 2017

CONCORD BLUE EAGAR, LLC.



Why It Matters – A Blueprint for the Future

Bioenergy markets are developing in interesting new ways and Concord Blue Development's Eagar biomass plant is similarly evolving. By engaging Lockheed Martin, CBD has injected new momentum into the Eagar Project. Already slated to become the largest waste-to-energy project of its kind in North America, CBD's Eagar bioenergy plant will also incorporate innovative design, construction and procurement systems which will make it a true model for creating sustainable energy markets.

A new conceptual plan is expected to be completed and approved by the end of the year. This will help ensure that the Eagar Project is optimally designed to not only capitalize on the growing bio-based economy, but also to help lead it. International research and the U.S. Department of Energy's Bioenergy Technologies Office are actively uncovering new science and fueling the growth of the biochar and bioenergy markets. One of the key outputs of the Eagar plant will be high-quality biochar that is ideal for agricultural and manufacturing use. Demand is expected to be very strong for this product.

The timeline of the project ensures that the project will extract the greatest benefit from the opportunities which partnership, science, technology and market development are creating. Concord Blue Reformer® technology is highly scalable, which makes it both flexible and responsive. The result from these collaborative factors coming together will be a project – and a plant – which is prepared to meet the market demands of today and the evolving needs of tomorrow.

The Eagar region will become a working model for how Reformer® technology can effectively use waste-to-energy technology to provide uses for low-value slash and municipal waste and to mitigate emissions from the burning of forest restoration residue. The Project will also become a model for creating sustainable bioenergy markets. The world is watching to see how Reformer® technology creates a blueprint for efficient waste-to-energy markets in North America.

Summary Statement

Concord Blue Energy, Inc. is fully committed to the success of the Eagar Project, to the continued proof of CBR® technology at varying scales in North America and worldwide, and to the development of CBR® process outputs and products which provide high-value benefits to the communities in which we work and to the greater world at large. This is an exceptional project which, thanks to the vision and cooperation of Navopache Electric Cooperative, Inc., Apache County, the Eagar community and the State of Arizona, will play a pivotal role in the future economic development of the region and the environmental health of its precious Ponderosa Pine forests and many valuable resources.

We invite your questions and comments.



Tim Miller, Project Manager
Concord Blue Eagar, LLC
12424 Wilshire Boulevard, Suite 660
Los Angeles, CA 90025
(310) 979-2900 x216
tmiller@concordblueenergy.com
www.concordblueenergy.com

October 2017

CONCORD BLUE EAGAR, LLC.

CB Eagar LLC Project Development Schedule - LMCO EPC

ID	Task Name	Duration	Start	Finish	PCT	2017 H1 H2	2018 H1 H2	2019 H1 H2	2020 H1 H2	2021 H1 H2
1	Eagar Project	763 days	Tue 5/30/17	Thu 4/30/20	8%					
5	Phase 1 <input type="checkbox"/> Conceptual Engineering:	104 days	Tue 8/8/17	Fri 12/29/17	53%					
15	Phase 2 <input type="checkbox"/> Preliminary Engineering & Procurement:	190 days	Mon 1/1/18	Fri 9/21/18	0%					
24	Phase 3 <input type="checkbox"/> Detailed Design, Procurement & Construction:	419 days	Mon 9/24/18	Thu 4/30/20	0%					
32	Construction (Sitework & Facility)	180 days	Mon 1/14/19	Fri 9/20/19	0%					
47	Commissioning (Precomm, Commissioning & Start up)	60 days	Mon 9/23/19	Fri 12/13/19	0%					
52	Substantial Completion (Commercial Operations Date, 'COD')	0 days	Thu 4/30/20	Thu 4/30/20	0%					◆ 4/30

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

Notification of the Arizona Counties Association (AACo) Annual Conference November 14-17, 2017 at the Crowne Plaza Resort, 1 North San Marcos Place, Chandler, Arizona, Eastern Arizona Counties meeting on November 15, 2017 at 3:00 p.m. at the County Supervisors Association (CSA), 1905 W. Washington Street in Phoenix. The Small Counties Forum meeting on November 15, 2017 at 5:30 p.m. at the CSA building, 1905 W. Washington Street, Phoenix, The County Supervisors Association meeting on November 16, 2017 at 10:00 a.m. at the CSA building, 1905 W. Washington Street in Phoenix where two or more members of the Apache County Board of Superiors may be in attendance.

BOS Meeting Date Requested 11/7/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 11/7/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials RP

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

Work Session to discuss the following issues: 2017 Salary Study, lobbyist services, county manager duties and recruitment process, sponsorship of County legislative bills, Emergency Management services, Apache County goals, objectives and strategic planning, update on Veteran Affairs, update on firewood cutting and splitting equipment, and Apache County economic development.

BOS Meeting Date Requested 11/7/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials RP

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
MEMBER OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



DELWIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

Work Session Agenda

November 7, 2017

**County Manager's Conference Room, Second Floor
75 West Cleveland Street
St. Johns, Arizona
10:00 a.m. MST (approximately)**

1. Discussion on the 2017 Salary Study, personnel and policy issues.
2. Discussion regarding the County Manager Duties and Recruitment Process.
3. Discussion on lobbyist services.
4. Discussion regarding Emergency Management services.
5. Discussion on possible sponsorship of bills submitted to County Supervisors Association (CSA) and legislature by Apache County.
6. Update on Veteran Affairs.
7. Update on firewood cutting and splitting equipment.
8. Discussion on Apache County economic development.
9. Discussion on Apache County goals and strategic planning.