



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**

November 21, 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.

1. Community Development: Following a public hearing possible approval of a Subdivision Abandonment Application by James Wayne Crosswhite, LLC, allowing for the abandonment of the EC Bar Ranch Estates, by reverting to acreage all lots within the subdivision to create one (1) 206.5 acre parcel. Planned future use is for a preservation of wildlife habitat as well as increasing the water quality and volume along Nutrioso Creek. The applicant owns all the lots in the subdivision. Property is located near Nutrioso, parcel 102-66-001 through 102-66-063. On October 5, 2017, the Planning and Zoning Commission unanimously recommended approval of the abandonment.
2. Engineering Department: Discussion and possible approval of an abandonment of road right-of-way in conjunction with EC Bar subdivision reversion. The public hearing for the abandonment to be held in conjunction with EC Bar subdivision reversion.
3. Sit as the Board of Equalization to consider the following Petitions for Notice of Change determinations heard by Hearing Officer Charles Johnson on November 7, 2017.

Acceptance of hearing determination of Petition for Notice of Change for Escudilla Cattle for parcels 102-43-008, 102-37-004 and multiple parcels 102-39-003C through 101-45-005E agricultural status was granted. Determinations were made regarding the following parcels.

Parcel 101-70-024 FCV for 2018 set at \$19,000

Parcel 101-70-005 FCV for 2018 set at \$15,000

Parcel 101-70-027 FCV for 2018 set at \$15,960

Parcel 102-64-040 FCV for 2018 set at \$19,190
Parcel 102-64-041 FCV for 2018 set at \$11,500
Parcel 102-64-042 FCV for 2018 set at \$13,500
Parcel 102-64-043 FCV for 2018 set at \$34,485
Parcel 102-64-045 FCV for 2018 set at \$51,030
Parcel 102-64-046 FCV for 2018 set at \$27,835
Parcel 102-64-047 FCV for 2018 set at \$35,500
Parcel 102-64-075 FCV for 2018 set at \$14,345
Parcel 102-64-040 FCV for 2018 set at \$19,190
Parcel 102-45-007L FCV for 2018 set at \$26,315
Parcel 102-64-038 FCV for 2018 set at \$66,888
Parcel 102-64-044 FCV for 2018 set at \$72,250

Acceptance of hearing determination of Petition for Notice of Change for Richard Schust, Parcel 202-39-333, FCV for 2018 set at \$196.00.

Acceptance of hearing determination of Petition for Notice of Change for Arthur and Susan Lloyd for parcel 203-40-004A, a stipulated agreement set FCV for 2018 at \$61,640 and parcel 203-40-006 a stipulated agreement set FCV at \$7,200 for 2018.

Acceptance of hearing determination of Petition for Notice of Change for Timothy Shelest, parcel 106-36-034I, FCV of \$226,636, due to ineligible for agriculture status.

Acceptance of hearing determination of Petition for Notice of Change for Margaret Fain and Linda Hale Trustees, for parcel 101-21-001Q, agriculture status was granted.

Acceptance of hearing determination of Petition for Notice of Change for Wilhelm Homestead Trust Ranch, agricultural status granted for parcels 106-45-001, 103-36-016, 106-38-005 and 106-45-001 and the following:

106-69-002A \$49,090 - outbuilding
106-69-002B \$98,409 - residence

4. 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 November 7, 2017 to November 21, 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 the termination of Special Land Use Permit No. 23-112639-03 for lease of property near the Round Valley Rodeo Grounds. Termination of this Special Land Use Permit will save the County thirteen thousand dollars (\$13,000) per year.


Superior Court:

- *C. Request approval for the FY2018 Fill the Gap Grant Application in the amount of two hundred twenty-seven thousand, seven hundred sixty-three dollars and 80 cents (\$227,763.80). These funds are generated from court fines and fees and set aside for necessary court operations within Apache County.

Personnel Items:

- *D. Probation Services: Request approval to convert a Juvenile Detention Manager position (Range 44) to a Legacy Teen Center Regional Coordinator position (Range 44). This change will not affect the budget nor cost the County or Probation additional funds.
 - *E. District I: Request approval to convert a currently vacant Road Maintenance Worker I position (Range 24) to a Road Maintenance Worker II position (Range 30).
5. Election Department: Discussion and possible approval of the Canvass of the November 7, 2017 Special Election.
 6. Election Department: Discussion and possible approval to dispose of 234 unusable voting booths by donating them to the Ft. Defiance Agency Election Office/Navajo Nation Election Administration.
 7. District II: Discussion and possible approval to trade a 2001 Caterpillar 140H, VIN 22K06577 to the Ganado Chapter House in exchange for an additional 2.36-acres of land to be added to the lease between Apache County and the Navajo Nation at the Ganado Road Yard site.
 8. 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.

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 11/16/17 at 12:10 a.m. p.m. by 

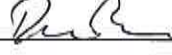

Interim Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 11/7/17 

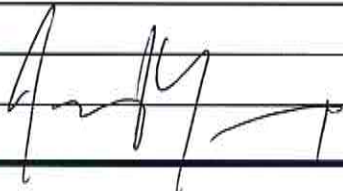
Describe in detail what you want to say to the Board and what action you want the Board to take:

PUBLIC HEARING, consideration and possible approval of a Subdivision Abandonment application by James Wayne Crosswhite, LLC allowing for the abandonment of the EC Bar Ranch Estates, by reverting to acreage all lots within the subdivision to create one 206.5-acre parcel. Planned future use is for preservation of wildlife habitat as well as increasing the water quality and volume along Nutrioso Creek. The applicant owns all the lots in the subdivision. Property is located near Nutrioso, AZ A.P.N. 102-66-001 through 102-66-063. The Planning & Zoning Commission unanimously recommended approval of the abandonment on October 5, 2017.

BOS Meeting Date Requested: November 21, 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 _____



SUBDIVISION ABANDONMENT APPLICATION

APPLICANT

Name James Wayne Crosswhite, L.L.C.
 Mailing Address Post Office Box 44
Nutrioso, Arizona 85932

 Contact Person James W. Crosswhite
 Phone (520) 760-3711 Fax _____
 Email jim@ECBarRanch.com

- Abandonment application and all required items submitted to the P&Z at least 30 days prior to the next scheduled meeting.
- A non-refundable processing fee \$ 350.00
- Consents from applicable property owners.
- Included under TAB 3.
A map or abandonment that has been prepared and signed by a Registered Land Surveyor. Titled "MAP OF ABANDONMENT OF (Subdivision Name)" and a certification block for Planning and Zoning and the Board of Supervisors signature.
- Map included under TAB 4.
Copy of the previously recorded subdivision plat.
- Previous plat included under TAB 5.
Letters from all utilities consenting to the abandonment. See TAB 6.
- A current title report. See TAB 7.

PROPERTY INFORMATION

Due to need for additional space, see TAB 1 for property information.

Assessor's Parcel # TAB 1
 Township _____ Range _____ Section _____
 Subdivision Name EC Bar Ranch Estates
 Unit # See TAB 1 Lot # See TAB 1
 Address/Location Nutrioso, Arizona 85932 (see Tab 1 for complete information)

 Number of Lots Proposed Merged to acreage
 Total Site Acreage 206.50 acres
 Existing Access and Utility Easements See TAB 1.

See TAB 2 for additional information re: reason and future use.

REASON & FUTURE USE

Economic conditions have not supported the sale of lots at EC Bar Ranch Estates. Future use will be the preservation of wildlife habitat and water quality/volume.

SUBMITTAL CHECKLIST

| | | |
|--|--------------------|---------|
| OFFICE USE ONLY | | 2017-38 |
| Received By <u>Spearce</u> | Date <u>9/5/17</u> | |
| Receipt # _____ | Fee <u>350.00</u> | |
| Subdivision Name <u>EC Bar Ranch Estates</u> | | |
| Related Subdivisions _____ | | |

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning 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.

JAMES WAYNE CROSSWHITE, L.L.C., an
Arizona limited liability company, Applicant

Signature of Applicant [Signature] Date 08/30/2017
 BY: James W. Crosswhite, Manager
 Signature of Property Owner (If not the applicant) _____
 Date _____

| | |
|---|--------------------------|
| COMMISSION ACTION | |
| <input checked="" type="checkbox"/> Approved with conditions (see attachment) | <input type="checkbox"/> |
| Denied | |
| Chairman <u>[Signature]</u> | Date <u>10/5/17</u> |
| BOARD ACTION | |
| <input type="checkbox"/> Approved with conditions (see attachment) | <input type="checkbox"/> |
| Denied | |

7. [X] STATUTORY AGENT CHANGE-NEW

AGENT APPOINTED

7.1 REQUIRED-give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the NEW statutory agent:

RON SELL, 4452 W WALTON WAY, CHANDLER, AZ, 85226

7.2 N/A

7.3 REQUIRED - the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Amendment.

8.-8.2 Blank

9. [X] ARIZONA KNOWN PLACE OF BUSINESS ADDRESS CHANGE:

9.1 Is the NEW Arizona known place of business address the same as the street address of the statutory agent?

[X] Yes- go to number 10 and continue

9.2 N/A

10. [X] DURATION CHANGE [X] PERPETUAL

11. N/A

12. N/A

13. N/A

SIGNATURE: By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law. [X] I ACCEPT

JAN A. SELL JAN A. SELL 09/08/2017

Signature Printed Name Date(mm/dd/yy)

[X] This is a manager-managed LLC and I am signing individually as a manager or I am signing for an entity member named:

/s/ Illegible date illegible

STATUTORY AGENT ACCEPTANCE

1. ENTITY NAME: PINETOP OFFICE PARTNERS, L.L.C.

2. STATUTORY AGENT NAME: RON SELL

3. STATUTORY AGENT SIGNATURE: By the signature appearing below, the individual or entity named in number 2 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

The person signing below declares and certifies under penalty of perjury that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

Ron Sell Ron Sell 7/27/17

Signature Printed name Date

[X] Individual as authority agent: I am signing on behalf of myself as the individual (natural person) named as statutory agent.

Published in the White Mountain Independent: November 7, November 10, November 14, 2017

WMI 0870, T, F, 3x, 11/7, 11/10, 11/14/17

Notice (for publication)

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: Crystal M. L. White PLLC

File Number P-2230290-0

II. The address of the known place of business is: 4400 W Acer Lane, Show Low, AZ 85901

III. The name and street address of the Statutory Agent is: Neal Ranstrom, CPA, 770 E. White Mtn Blvd., Suite 400, Lakeside, AZ 85935

B. [X] Management of the limited liability company is reserved to the members.

The names and addresses of each person who is a member are:

09/08/2017 Date(mm/dd/yy)

ed LLC and I am

ber or I am sign-

d: /s/ Illegible date

ANCE

CORNER L.L.C.

RON SELL

ATURE: By the sig-

stewardship service work item. Offers will not be publicly opened or disclosed. The Forest Service reserves the right to reject any and all bids. A prospectus, bid form, blank technical proposal form, and complete information concerning the timber, the service work required in this contract, and the process to submit bids is available to the public both at Black Mesa Ranger District Office, 2748 SR Hwy 260, Overgaard, AZ 85933 (928-535-7300) and the Supervisor's Office, 30 S Chiricahua Dr., Springerville, AZ 85938 (928-333-6312) or online at <http://www.fs.usda.gov/resources/asnl/landmanagement/resourcemanagement>. The USDA is an equal opportunity provider and employer.

Published in the White Mountain Independent: November 7, 2017
WMI 0872, T, 1x, 11/7/17e

The Apache County Board of Supervisors will hold a meeting on Tuesday, November 21, 2017 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following items: PUBLIC HEARING, consideration and possible recommendation for approval of a Subdivision Abandonment application by James Wayne Crosswhite, LLC allowing for the abandonment of the EC Bar Ranch Estates, by reverting to acreage all lots within the subdivision to create one (1) 206.5-acre parcel, along with the abandonment of dedicated roads Nutrioso Creek Road (2631), EC Bar Ranch Road (2632), Elk Court (2363), Sunrise Court (2364), Forest Drive (2365), Mountain View Circle (2366) and Horseshoe Circle (2367), designed specifically for ingress/egress to various lots within the subdivision and also extinguishing associated easements. Planned for future use as a preservation of wildlife habitat as well as increasing the water quality and volume along Nutrioso Creek. No lots have been sold and no residential improvements. Property is located near Nutrioso, AZ A.P.N. 102-66-001 through 102-66-083.

*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning 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 Commission may participate telephonically or through video communication.

*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85935, or e-mail planning@co.apache.az.us. ***If you plan to attend the public meeting, please call (928) 337-7503 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: November 7, November 10, 2017 Nov. 3, 2017
WMI 0873, T, F, 2x, 11/7, 11/10/17e



The Apache County Board of Supervisors

will hold a meeting on Tuesday, November 21, 2017 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following items:

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STAFF REPORT CONTACT INFORMATION
 Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER
Abandonment of EC Bar Ranch Estates subdivision

APPLICANT/PROPERTY OWNER
James Wayne Crosswhite LLC

PUBLIC HEARING DATE
November 21, 2017

PROPERTY ADDRESS/LOCATION
Nutriosio, AZ

BRIEF SUMMARY OF REQUEST

Applicant wants to abandon (revert to acreage) the EC Bar Ranch Estates subdivision that was created in 2009. Due to the market downturn, no lots were sold and no residential improvements made. All the lots are owned by the applicant. With no lots sold, the applicant feels the land will be more useful if the subdivision were abandoned.

The applicant is also seeking to abandon some roads and easements, but that process is handled through the Engineer's Office. No necessary or preexisting public easements will be abandoned, only those created specifically for the subdivision.



MAP SOURCE

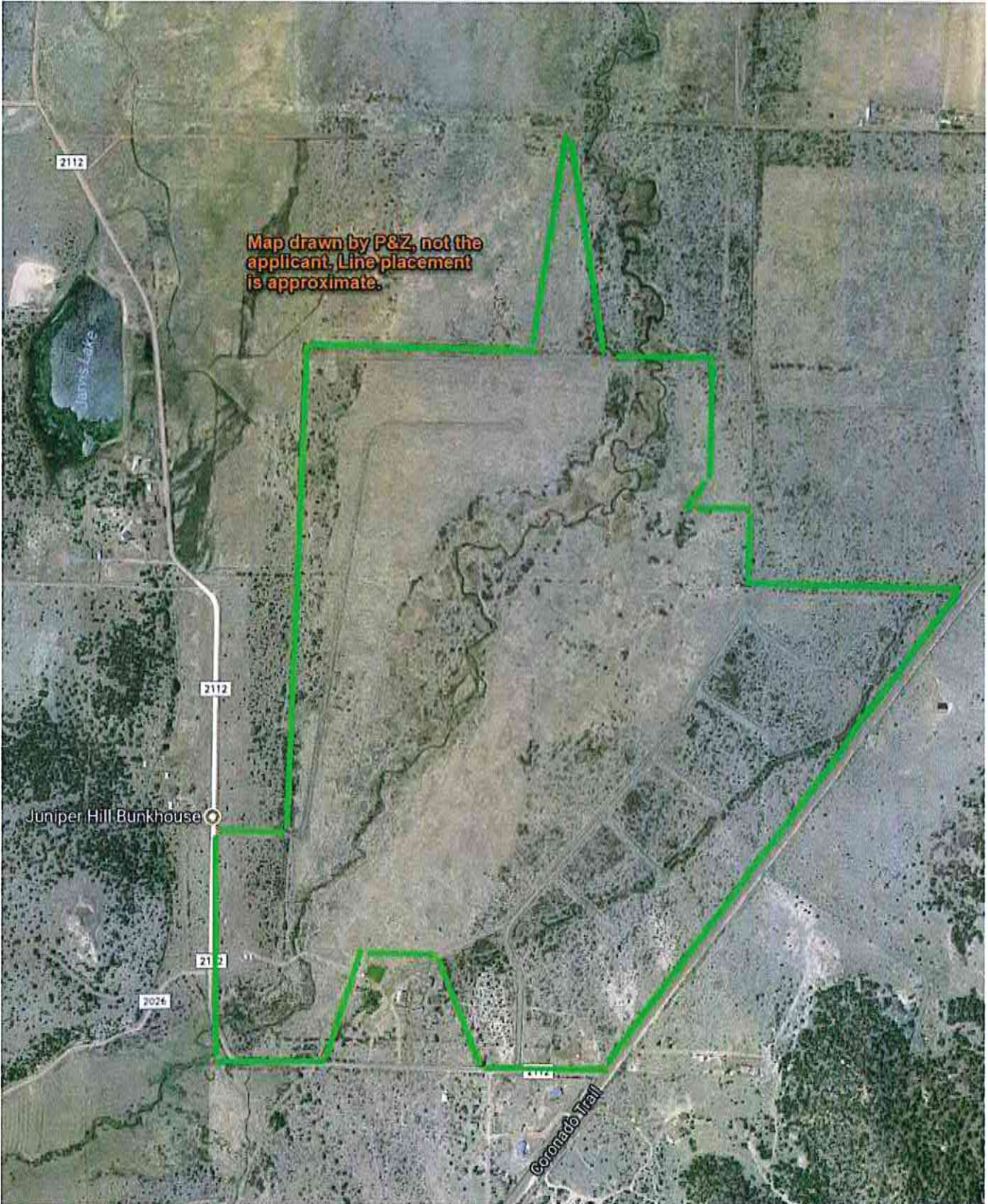
| EXISTING ZONING | EXISTING LAND USE | SURROUNDING ZONING & LAND USE | SITE IMPROVEMENTS | SIZE OF PROPERTY |
|----------------------|-------------------|---------------------------------------|-----------------------------|------------------|
| Agricultural General | Grazing, pasture | Ag General; residential, agricultural | No residential improvements | 206.5 Acres |

STAFF RECOMMENDATION

| COMPATIBILITY with the COMPREHENSIVE PLAN | PROPERTY INFORMATION |
|---|---|
| The Nutriosio Community Plan has goals of improving water quality, preserving wildlife, preserving the rural character, and limiting light pollution. This abandonment furthers each of these goals. | Future use of the property will be preservation of wildlife habitat and improving water quality and volume along Nutriosio Creek. |
| COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE The proposed abandonment falls in line with the purposes of the Agricultural General zone. The proposal also complies with subdivision rules. | |

Recommendation - Approve

Abandoning this subdivision makes sense. No lots have been sold for 8 years and the owner is not interested in pushing the development. Also, preserving the open space and protecting wildlife and water is directly in line with the Nutriosio Community Plan. Finally, because no lots have been sold and have remained unused for all these years, this abandonment will have no foreseeable impacts on surrounding properties. The P&Z Commission unanimously recommends approval of this abandonment.



**EC BAR RANCH ESTATES
Subdivision Abandonment Application**

PROPERTY INFORMATION

| PARCEL DESCRIPTIONS | ASSOCIATED TAX PARCEL NUMBERS |
|---|---|
| <p>PARCEL NO. 1:</p> <p>Lots 1 through 63, inclusive, EC Bar Ranch Estates Amended, according to Book 9 of Maps, page 48, records of Apache County, Arizona.</p> | <p>PARCEL NO. 1:</p> <p>102-66-001 through 102-66-063, inclusive.</p> |
| <p>PARCEL NO. 2:</p> <p>Well Tracts 1 through 9 inclusive, EC Bar Ranch Estates Amended, according to Book 9 of Maps, page 48, records of Apache County, Arizona.</p> | <p>PARCEL NO. 2:</p> <p>Not taxed separately from Lots.</p> |
| <p>PARCEL NO. 3:</p> <p>Eight Apache County roads shown on EC Bar Ranch Estates Amended, according to Book 9 of Maps, page 48, records of Apache County, Arizona being Nutrioso Creek Road (CR 2360 and CR 2361); EC Bar Ranch Road (CR 2362); Elk Court (CR 2363); Sunrise Court (CR 2364); Forest Drive (CR 2365); Mountainview Circle (CR 2366) and Horseshoe Circle (CR 2367).</p> | <p>PARCEL NO. 3:</p> <p>County Roads-Exempt</p> <p>NOTE: Contemporaneously with this application, James Wayne Crosswhite, LLC is submitting an Easement Extinguishment application to the Apache County Engineering Department.</p> |

The above-referenced parcels and assessor parcels that are the subject of this application include portions of the following:

- Section 20 T7N-R30E
- Section 29 T7N-R30E

Existing access and utility easements are itemized in the attached title materials and shown on the submitted map. As to the recorded Declaration of Covenants, Conditions and Restrictions for EC Bar Ranch Estates Property Owners

Association, Inc., Applicant intends to sign and record the attached Certificate of Termination when abandonment of the subdivision is approved. *See* TAB 6 of this application for additional information.

Attachments –
Form of Certificate of Termination of CC&Rs

After recording, return to:

JAMES WAYNE CROSSWHITE, L.L.C.
Attn: James W. Crosswhite, Manager
Post Office Box 44
Nutrioso, Arizona 85932

CERTIFICATE OF TERMINATION

WHEREAS, JAMES WAYNE CROSSWHITE, L.L.C., an Arizona limited liability company ("DECLARANT") entered into a Declaration of Covenants, Conditions and Restrictions for EC Bar Ranch Estates Property Owners Association, Inc., on August 25, 2009 ("the CC&Rs"), which CC&Rs were recorded on August 25, 2009 at Fee No. 2009-005445, Official Records of Apache County, Arizona;

WHEREAS, the CC&Rs were intended to govern the subdivision known as EC Bar Ranch Estates ("the Subdivision");

WHEREAS, DECLARANT is abandoning the Subdivision;

WHEREAS, the CC&Rs provide that they may be terminated by DECLARANT without the approval or consent of any other party if the termination action is before the sale of any real property in the Subdivision;

WHEREAS, DECLARANT is the owner of all of the lots and real property within the Subdivision;

NOW, THEREFORE, for and in consideration of the premises and pursuant to the terms set forth in the CC&Rs, DECLARANT hereby terminates the CC&Rs and states that they shall no longer be in force or effect.

This Certificate of Termination is dated _____, 2017 and shall be deemed effective at such time as the Apache County Planning and Zoning Department approves DECLARANT's application to abandon the Subdivision.

DECLARANT:

JAMES WAYNE CROSSWHITE, L.L.C., an Arizona limited liability company

By: _____

James W. Crosswhite, Manager

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2017,
by JAMES W. CROSSWHITE, in his capacity as Manager of JAMES WAYNE CROSSWHITE,
LLC., an Arizona limited liability company.

My commission expires:

Notary Public

EC BAR RANCH ESTATES
Subdivision Abandonment Application

REASON & FUTURE USE

For many years, Applicant has invested significant resources toward the preservation of wildlife habitat and water quality along Nutrioso Creek. Additional investments were made into the development of the subdivision which was intended to co-exist with the conservation efforts. Unfortunately, efforts to sell lots at a price that would recover Applicant's investments were not effective. No lots sold.

When the subdivision is abandoned and merged back into raw acreage, conservation efforts will continue, benefiting current and future generations of visitors and residents who appreciate Arizona's unique riparian systems and wildlife. Applicant's work in restoring the Nutrioso Creek riparian system and preservation of that work through the subdivision abandonment will benefit the downstream water users in the Little Colorado River watershed because of the resulting increase in water quality and volume. With the merger back into raw acreage, it will be easier for Applicant to sell the property to a conservation-minded entity in the future.

EC BAR RANCH ESTATES
Subdivision Abandonment Application

PROPERTY OWNERS' CONSENT TO
ABANDONMENT OF SUBDIVISION AND ABANDONMENT OF
ASSOCIATED ROADS

Applicant is the sole property owner; therefore, there is no need to obtain consents of any property owners within the subdivision. In addition to the abandonment of EC Bar Ranch Estates subdivision, Applicant, as sole owner of the lots comprising the subdivision, supports the abandonment of the roads that were created for the subdivision, which roads include County Road Numbers 2361, 2362, 2363, 2364, 2365, 2366 and 2367 and which are depicted on the amended plat included with the application to abandon the subdivision.

EC BAR RANCH ESTATES
Subdivision Abandonment Application

UTILITY COMPANY CONSENTS

In consultation with Apache County's Community Development Director, Applicant is not providing written consents from Navopache Electric Cooperative or Frontier Communications (the only utilities associated with the subdivision) due to the fact that no physical infrastructure is impacted by the proposed abandonment. The only remaining viable easements for utilities will be the ones noted in the amended plat map. Via USPS certified mail, both Navapache Electric Cooperative and Frontier Communications have been provided copies of this subdivision abandonment application and the accompanying application for roadway abandonment.

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Mr. Charles R. Moore, Chief Executive Officer
 NAVOPACHE ELECTRIC COOPERATIVE, INC.
 1878 W. White Mountain Blvd.
 Lakeside, AZ 85929



2. Article Number (Transfer from service label)
 7014 0150 0002 2165 9922

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
 X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



7014 0150 0002 2165 9922
 7014 0150 0002 2165 9922

U.S. Postal ServiceTM
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

| | |
|--|----|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

Postmark Here

Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

BROWN & BROWN LAW OFFICES, P.C.
A PROFESSIONAL CORPORATION
OF ATTORNEYS

POST OFFICE BOX 1890
128 EAST COMMERCIAL
ST. JOHNS, ARIZONA 85936
(928) 337-4225
(928)337-4547 (FAX)
<http://www.b-b-law.com>

DAVID A. BROWN
DOUGLAS E. BROWN
J ALBERT BROWN

SENDER'S EMAIL: david@b-b-law.com

September 5, 2017

**VIA USPS CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**
With copy without enclosure via USPS First Class Mail

Mr. Charles R. Moore, Chief Executive Officer
NAVOPACHE ELECTRIC COOPERATIVE, INC.
1878 West White Mountain Boulevard
Lakeside, Arizona 85929

Re: Notice of EC Bar Ranch Estates Subdivision Abandonment Application

Dear Mr. Moore:

We represent James W. Crosswhite and a number of his affiliated businesses, such as James Wayne Crosswhite, L.L.C., the developer of the EC Bar Ranch Estates Subdivision near Nutrioso in Apache County.

The limited liability company is the only owner of lands located within the subdivision. The subdivision was created in late 2009 and unfortunately, no lots have sold. Due to this fact and other reasons, Mr. Crosswhite has decided to abandon the subdivision. A copy of the Application to Abandon Subdivision is enclosed. Also enclosed is the related Application for Right-of-Way Abandonment for the roads located in the subdivision. Maps and title materials that show Navopache Electric's easements and the locations of the roads are attached to the Application to Abandon the Subdivision.

Because no lots were sold or improved, no infrastructure owned by Navopache Electric will be impacted by the proposed abandonment. Nonetheless, we wanted you to know about the application. We do not know for sure when the abandonment will be considered by the Apache County Planning and Zoning Department and/or Engineer Department, but a notice will be posted on their website at <http://www.co.apache.az.us>.

Mr. Charles R. Moore
September 5, 2017
Page 2

If you have questions or concerns, please feel free to contact me.

Sincerely,

BROWN & BROWN LAW OFFICES, P.C.

David A. Brown

enclosures

cc: Mr. James W. Crosswhite
Post Office Box 44
Nutrioso, Arizona 85932

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | | | | | | | | | | | | | | | | |
|---|---|--|---|--|---|--|--|---|--|--|--|--|---|---------------------------------------|--|--|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature</p> <p>X _____ <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> | | | | | | | | | | | | | | | | |
| <p>1. Article Addressed to:</p> <p style="text-align: center;">FRONTIER COMMUNICATIONS, INC. 831 East Hall Street Show Low, AZ 85901</p>  <p style="text-align: center;">9590 9403 0194 5120 4190 27</p> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> | | | | | | | | | | | | | | | | |
| <p>2. Article Number (Transfer from service label)</p> <p>7014 0150 0002 2165 9939</p> | <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table> | <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ | <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | <input type="checkbox"/> Insured Mail | | <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Insured Mail | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | | | | | | | | | | | | | | | | | |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

U.S. Postal Service™

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OFFICIAL USE

| | | |
|--|----|--|
| Postage | \$ | |
| Certified Fee | | |
| Return Receipt Fee (Endorsement Required) | | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ | |

Postmark Here

Sent to _____

Street, Apt. No., or PO Box No. _____

City, State, ZIP+4 _____

PS Form 3800, August 2005

See Reverse for Instructions

7014 0150 0002 2165 9939

7014 0150 0002 2165 9939

CERTIFIED MAIL™

BROWN & BROWN LAW OFFICES, P.C.
A PROFESSIONAL CORPORATION
OF ATTORNEYS

POST OFFICE BOX 1890
128 EAST COMMERCIAL
ST. JOHNS, ARIZONA 85936
(928) 337-4225
(928)337-4547 (FAX)
<http://www.b-b-law.com>

DAVID A. BROWN
DOUGLAS E. BROWN
J ALBERT BROWN

SENDER'S EMAIL: david@b-b-law.com

September 5, 2017

**VIA USPS CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**
With copy without enclosure via USPS First Class Mail

FRONTIER COMMUNICATIONS, INC.
831 East Hall Street
Show Low, Arizona 85901

Re: *Notice of EC Bar Ranch Estates Subdivision Abandonment Application*

To Whom It May Concern:

We represent James W. Crosswhite and a number of his affiliated businesses, such as James Wayne Crosswhite, L.L.C., the developer of the EC Bar Ranch Estates Subdivision near Nutrioso in Apache County.

The limited liability company is the only owner of lands located within the subdivision. The subdivision was created in late 2009 and unfortunately, no lots have sold. Due to this fact and other reasons, Mr. Crosswhite has decided to abandon the subdivision. A copy of the Application to Abandon Subdivision is enclosed. Also enclosed is the related Application for Right-of-Way Abandonment for the roads located in the subdivision. Maps and title materials that show Frontier Communication's easements and the locations of the roads are attached to the Application to Abandon the Subdivision.

Because no lots were sold or improved, no infrastructure owned by Frontier Communications will be impacted by the proposed abandonment. Nonetheless, we wanted you to know about the application. We do not know for sure when the abandonment will be considered by the Apache County Planning and Zoning Department and/or Engineer Department, but a notice will be posted on their website at <http://www.co.apache.az.us>.

FRONTIER COMMUNICATIONS, INC.
September 5, 2017
Page 2

If you have questions or concerns, please feel free to contact me.

Sincerely,

BROWN & BROWN LAW OFFICES, P.C.



David A. Brown

enclosures

cc: Mr. James W. Crosswhite
Post Office Box 44
Nutrioso, Arizona 85932

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Postage paid only. For information on postage, visit us at www.usps.com)

Postage paid by meter, stamp, or other means. For information, visit us at www.usps.com.

LAKESIDE, AZ 85929

Postage: \$3.35
 Certified Fee: 0560 04

Registered Fee: \$2.75
 Certified Mail Fee: \$0.00
 Registered Mail Fee: \$0.00
 Return Receipt for Merchandise Fee: \$0.00

Total Postage and Fees: \$7.20
 Total Postage and Fees: \$13.30

ST JONAS AZ 85938
 SEP 06 2017
 09706 Day 7 2017

7024 0150 0002 2165 9922

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Postage paid only. For information on postage, visit us at www.usps.com)

Postage paid by meter, stamp, or other means. For information, visit us at www.usps.com.

SHOW LOW, AZ 85901

Postage: \$3.35
 Certified Fee: 0560 04

Registered Fee: \$2.75
 Certified Mail Fee: \$0.00
 Registered Mail Fee: \$0.00
 Return Receipt for Merchandise Fee: \$0.00

Total Postage and Fees: \$7.20
 Total Postage and Fees: \$13.30

ST JONAS AZ 85938
 SEP 06 2017
 09706 Day 7 2017

7024 0150 0002 2165 9939

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Mr. Charles R. Moore, Chief Executive Officer
 AVOPACHE ELECTRIC COOPERATIVE, INC.
 1878 W. White Mountain Blvd.
 Lakeside, AZ 85929

9590 9403 0194 5120 4185 56

Article Number (Transfer from service label)
 214 0150 0002 2165 9922

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Signature
 Agent
 Addressee

B. Received by (Printed Name)
 C. Date of Delivery
 Yes
 No

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below:

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
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FRONTIER COMMUNICATIONS, INC.
 831 East Hall Street
 Show Low, AZ 85901

9590 9403 0194 5120 4190 27

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 Signature
 Agent
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 Yes
 No

D. Is delivery address different from item 1? Yes
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3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

EC BAR RANCH ESTATES
Subdivision Abandonment Application

TITLE REPORT

See the attached.



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

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

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

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

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

IN WITNESS WHEREOF, Commonwealth Land 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.

**Lawyers Title, A Division of Commonwealth
Land Title Insurance Company**

By: *Melanie Bombardieri*
Countersigned



Commonwealth Land Title Insurance Company

By: *[Signature]* President
ATTEST *[Signature]* Secretary



Escrow Officer: **Leslie Slone**
Lawyers Title of Arizona, Inc.
230 E White Mountain Blvd
Pinetop, AZ 85935

Lawyers Title of Arizona, Inc.

Representing Commonwealth Land Title Insurance Company

SCHEDULE A

Commitment No.: **01877476-830-LES**

1. Effective Date: **August 2, 2017** at 7:30 a.m., Amendment Date: **August 21, 2017**, Amendment No.: **1**
2. Policy or Policies to be issued:
 - a. **REPORT OF TITLE ONLY**
Proposed Insured:
Liability: **\$0.00**
 - b. **None**
Proposed Insured:
Liability: **\$0.00**
 - c. **None**
Proposed Insured:
Liability: **\$0.00**
3. The estate or interest in the land described or referred to in this Commitment is:
A FEE
4. Title to the estate or interest in the land is at the Effective Date vested in:
James Wayne Crosswhite, L.L.C., an Arizona limited liability company as to Parcel Nos. 1 and 2; Apache County, a political subdivision of the State of Arizona, as to Parcel 3
5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.

Title Officer: **Quinn J. Burdick/CT**
Typist: **qb2**
Amended: **August 21, 2017 No. 1**

81C101 (6/06) ALTA Commitment - 2006

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Page 1



EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF APACHE, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL No. 1:

Lots 1 through 63 inclusive, EC Bar Ranch Estates Amended, according to Book 9 of Maps, page 48, records of Apache County, Arizona.

PARCEL No. 2:

Well Tracts 1 through 9 inclusive, EC Bar Ranch Estates Amended, according to Book 9 of Maps, page 48, records of Apache County, Arizona.

PARCEL No. 3:

Eight Apache County roads shown on EC Bar Ranch Estates Amended, according to Book 9 of Maps, page 48, records of Apache County, Arizona being Nutrioso Creek Road (CR 2360 and CR 2361); EC Bar Ranch Road (CR 2362); Elk Court (CR 2363); Sunrise Court (CR 2364); Forest Drive (CR 2365); Mountainview Circle (CR 2366) and Horseshoe Circle (CR 2367).

**SCHEDULE B - SECTION I
REQUIREMENTS**

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Tax Note:

Year: 2016
Tax Parcel No:

Parcel No. 1: 102-66-001 through 102-66-063
Parcel No. 2: (not taxed separately from Lots)
Parcel No. 3: County Roads-Exempt

(See Tax Sheets attached.)

END OF SCHEDULE B - SECTION I

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of 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:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.
1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2017.
 2. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
 3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

| | |
|-----------------|---|
| Purpose: | highway |
| Recording Date: | September 16, 1975 |
| Recording No: | Docket 217, page 99 |
| Re-recorded | January 24, 1979 |
| Recording No. | Docket 305, page 576 (Lots 39, 40, 41 and 43) |
 4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

| | |
|-----------------|--|
| Purpose: | overhead and underground electric |
| Recording Date: | July 23, 1984 |
| Recording No: | Docket 447, page 473 (Lots 39, 40 41 and 43) |
 5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

| | |
|-----------------|--|
| Purpose: | electric lines |
| Recording Date: | March 23, 1998 |
| Recording No: | Docket 893, page 48 (Affects Lots 15, 16, 19, 22, 23 and 24) |
 6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

| | |
|-----------------|--|
| Purpose: | electric lines |
| Recording Date: | July 25, 1999 |
| Recording No: | Docket 950, page 148 (Lots 42 through 50 inclusive of Parcel No. 1 and Well Tracts 7 and 8 of Parcel No. 2) |
 7. Matters contained in that certain document

| | |
|-----------------|---------------------------------|
| Entitled: | Real Estate And Water Agreement |
| Dated: | January 4, 2000 |
| Recording Date: | March 6, 2000 |
| Recording No: | 2000-001911 |
| Re-recorded: | April 20, 2007 |
| Recording No.: | 2007-003896 |

Reference is hereby made to said document for full particulars.

**SCHEDULE B -- Section II
(Continued)**

8. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2009-005445

Liens and charges as set forth in the above mentioned declaration,
Payable to: EC Bar Ranch Estates Property Owners Association, Inc.
(Affects Parcel Nos. 1 and 2)

9. Matters contained in that certain document

Entitled: Irrigation Water Management, Stipulation & Forbearance Agreement
Dated: May 11, 2010
Recording Date: March 30, 2011
Recording No: 2011-001673

Reference is hereby made to said document for full particulars.
(Affects Parcel Nos. 1 and 2)

10. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 9 of Maps, Page 48.

11. Matters shown on record of survey:

Recording No.: Book 6 of Surveys, page 4
Book 6 of Surveys, page 93
Book 7 of Surveys, page 11
Book 8 of Surveys, page 153
Book 10 of Surveys, page 20
Book 11 of Surveys, page 56
Book 12 of Surveys, page 96
Book 15 of Surveys, page 81
Book 15 of Surveys, page 137
Book 17 of Surveys, page 166
Book 18 of Surveys, page 111
Book 19 of Surveys, page 157
Book 19 of Surveys, page 170
Book 19 of Surveys, page 178
Book 19 of Surveys, page 180

12. The rights or claims of title, if any, by the United States of America, State of Arizona, the municipality and the public to any portion of the Land being located in the bed of any river or dry wash.

END OF SCHEDULE B -- SECTION II

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/>>.*

Lawyers Title of Arizona, Inc.

DISCLOSURE NOTICES

Good Funds Law

Arizona Revised Statutes Section 6-843 regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of cashier's checks, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

NOTICE:

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:

1. Print must be ten-point type (pica) or larger.
2. 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.
3. Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

CORPORATE REQUIREMENTS FOR NOTARIZATION OF DOCUMENTS:

Any document being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an FNTG agent, an authorized employee of the insured lender, or by using Bancserv or other corporate approved third-party notary service. Please contact your escrow officer to make arrangements for notary services prior to signing any documents.

you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

| | |
|--|--|
| <p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p> | <p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p> |
| <p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p> | <p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p> |
| <p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p> | <p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p> |
| <p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p> | <p>International Users. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p> |
| <p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p> | |
| <p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p> | <p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p> |

FIDELITY NATIONAL FINANCIAL

PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices

**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information Is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and

- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

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MISC0219 (DSI Rev. 3/2/17)

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ATTACHMENT ONE
AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.

4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(Continued)**

**NEBRASKA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which 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. Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the Insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the Insured mortgage.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the Indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the Insured mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the Insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the Indebtedness secured by the Insured mortgage which at Date of Policy the Insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee Insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the Insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the Insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the Insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which 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. Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)
2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs; attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any Improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which 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. Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any Improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)
CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. Improvements on Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your Insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| Covered Risk | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|--------------|--|---------------------------------------|
| 14: | 1% of Policy Amount or \$2,500.00 (whichever is less) | \$10,000.00 |
| 15: | 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |
| 16: | 1% of Policy Amount or \$5,000.00 (whichever is less) | \$25,000.00 |
| 18: | 1% of Policy Amount or \$2,500.00 (whichever is less) | \$5,000.00 |

**ATTACHMENT ONE
(CONTINUED)
CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

- In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:
1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. Improvements on the Land;
 - e. land division; and
 - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

LIMITATIONS ON COVERED RISKS

Your Insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| Covered Risk | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|--------------|--|---------------------------------------|
| 16: | 1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$10,000.00 |
| 18: | 1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$25,000.00 |
| 19: | 1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$25,000.00 |
| 21: | 1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$5,000.00 |

**ATTACHMENT ONE
(CONTINUED)
ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
- (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)
ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any Improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

EC BAR RANCH ESTATES
Subdivision Abandonment Application

MAP OF ABANDONMENT

The final Map of Abandonment has already been submitted by J. Marbles Land Surveying, L.L.C. A letter-sized copy is attached for reference.

REAL MAP

MAP OF ABANDONMENT
 OF THE LOTS OF EC BAR RANCHES AMENDED AS RECORDED IN
 BOOK 9 OF MAPS, PAGE 48 OF APACHE COUNTY RECORDS, BEING LOCATED
 IN PORTIONS OF SECTIONS 20 & 29, TOWNSHIP 7 NORTH, RANGE 30 EAST,
 GASPAR, NUTRISO, APACHE COUNTY, ARIZONA

LEGAL DESCRIPTIONS

1. A certain parcel of land, to-wit: the portion of the EC BAR RANCHES AMENDED AS RECORDED IN BOOK 9 OF MAPS, PAGE 48 OF APACHE COUNTY RECORDS, BEING LOCATED IN PORTIONS OF SECTIONS 20 & 29, TOWNSHIP 7 NORTH, RANGE 30 EAST, GASPAR, NUTRISO, APACHE COUNTY, ARIZONA, which is more particularly described as follows: ...

2. A certain parcel of land, to-wit: the portion of the EC BAR RANCHES AMENDED AS RECORDED IN BOOK 9 OF MAPS, PAGE 48 OF APACHE COUNTY RECORDS, BEING LOCATED IN PORTIONS OF SECTIONS 20 & 29, TOWNSHIP 7 NORTH, RANGE 30 EAST, GASPAR, NUTRISO, APACHE COUNTY, ARIZONA, which is more particularly described as follows: ...

3. A certain parcel of land, to-wit: the portion of the EC BAR RANCHES AMENDED AS RECORDED IN BOOK 9 OF MAPS, PAGE 48 OF APACHE COUNTY RECORDS, BEING LOCATED IN PORTIONS OF SECTIONS 20 & 29, TOWNSHIP 7 NORTH, RANGE 30 EAST, GASPAR, NUTRISO, APACHE COUNTY, ARIZONA, which is more particularly described as follows: ...

LEGEND

- 1. 1/4 SECTION 20
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APPROVAL

APPROVED AND RECORDED THIS 15th DAY OF APRIL 2015 BY THE CLERK OF APACHE COUNTY, ARIZONA.

PLANNING AND ZONING

APPROVED AND RECORDED THIS 15th DAY OF APRIL 2015 BY THE CLERK OF APACHE COUNTY, ARIZONA.

ENGINEERING

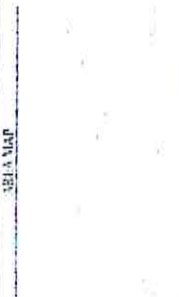
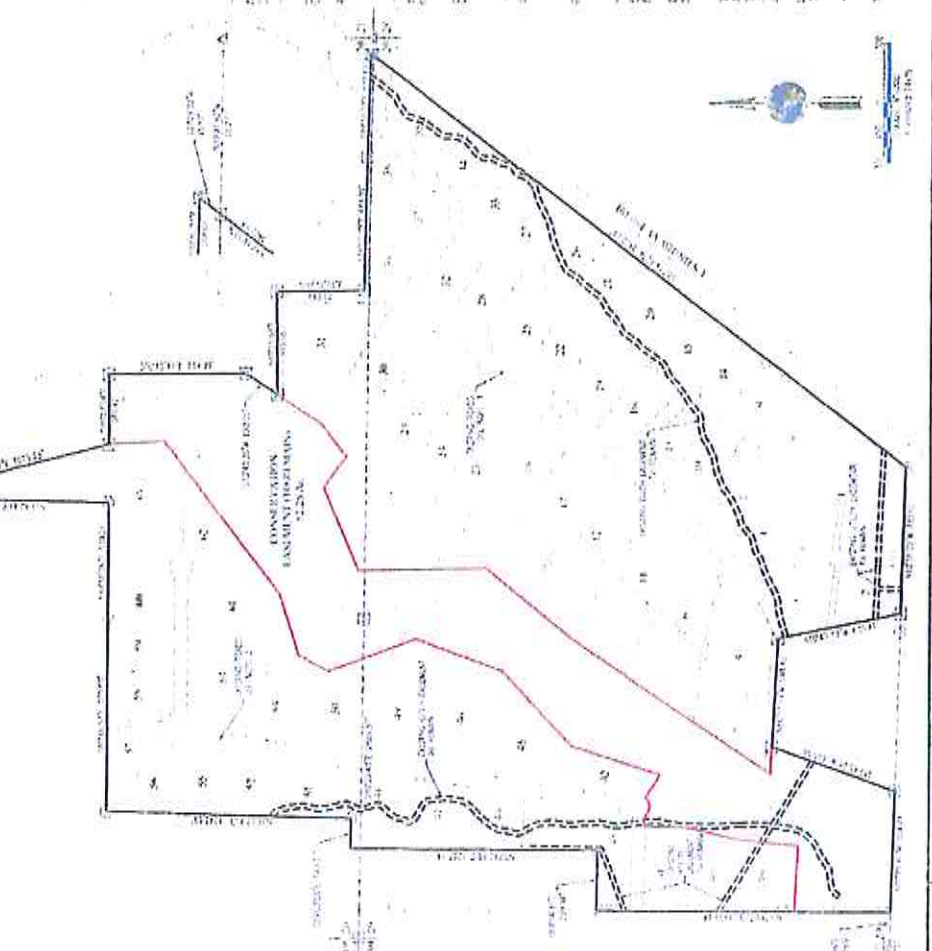
APPROVED AND RECORDED THIS 15th DAY OF APRIL 2015 BY THE CLERK OF APACHE COUNTY, ARIZONA.

ACKNOWLEDGMENT

STATE OF ARIZONA
 COUNTY OF APACHE

I, J. MARBLES LAND SURVEYING, LLC, do hereby certify that the within instrument was filed and recorded in the public records of the County of Apache, Arizona, on this 15th day of April, 2015, at 10:00 AM.

BY: J. Marbles Land Surveying, LLC, Recorder
 Deputy



NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
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STATE OF ARIZONA
COUNTY OF APACHE

I hereby certify that the within instrument was filed and recorded in the public records of the County of Apache, Arizona, on this 15th day of April, 2015, at 10:00 AM.

By: J. Marbles Land Surveying, LLC, Recorder
 Deputy

MAP OF ABANDONMENT

APPROVED AND RECORDED THIS 15th DAY OF APRIL 2015 BY THE CLERK OF APACHE COUNTY, ARIZONA.

CERTIFICATION

APPROVED AND RECORDED THIS 15th DAY OF APRIL 2015 BY THE CLERK OF APACHE COUNTY, ARIZONA.

J. MARBLES LAND SURVEYING, LLC

1000 W. WILSON ST., SUITE 100, TUCSON, AZ 85710
 P. O. Box 2676 - St. Johns, Arizona 85926 - Cell: 907-541-2487 Fax: 907-541-2487
 www.jmarbleslandsurveying.com

APACHE COUNTY, ARIZONA

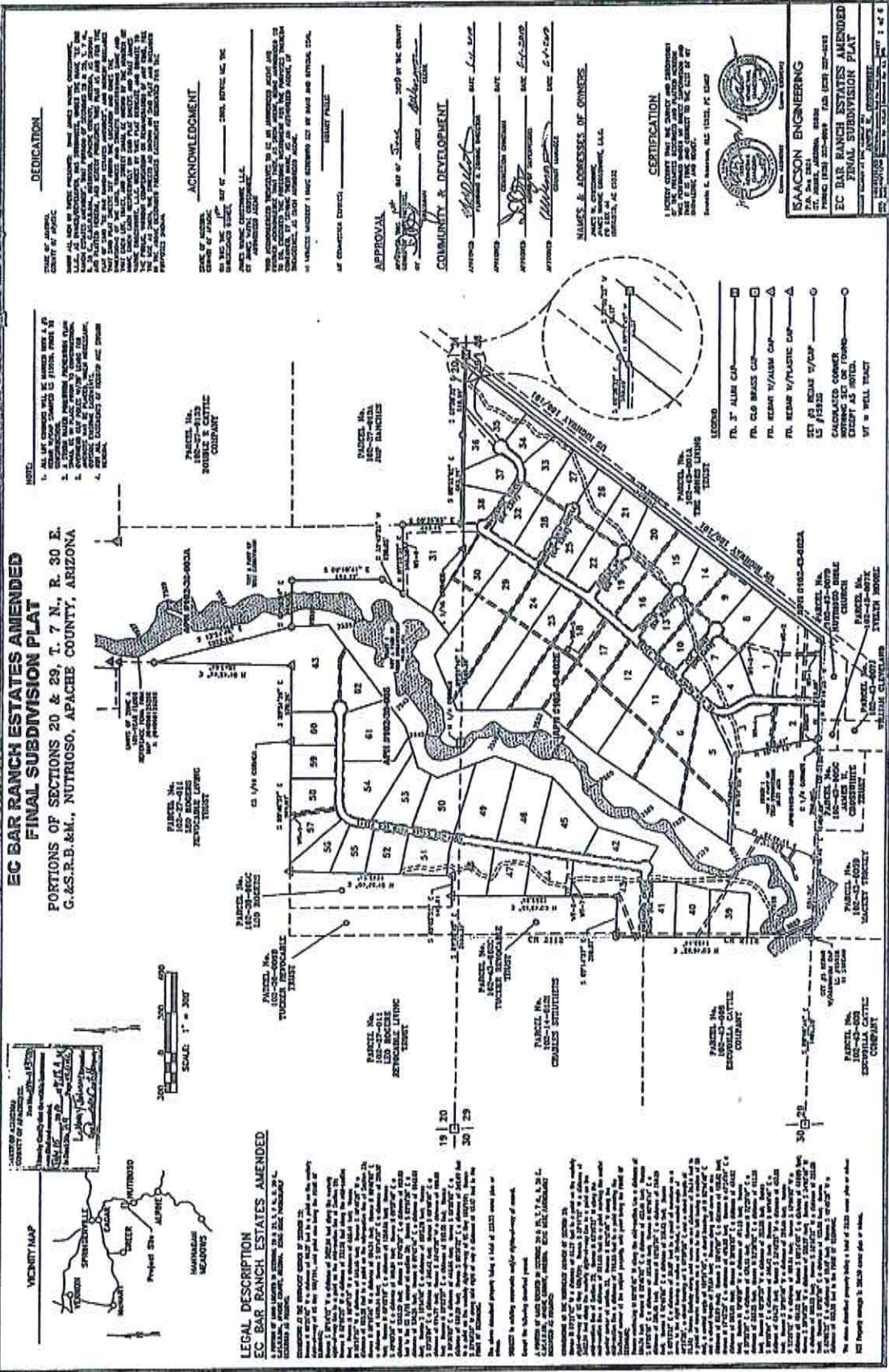


EC BAR RANCH ESTATES
Subdivision Abandonment Application

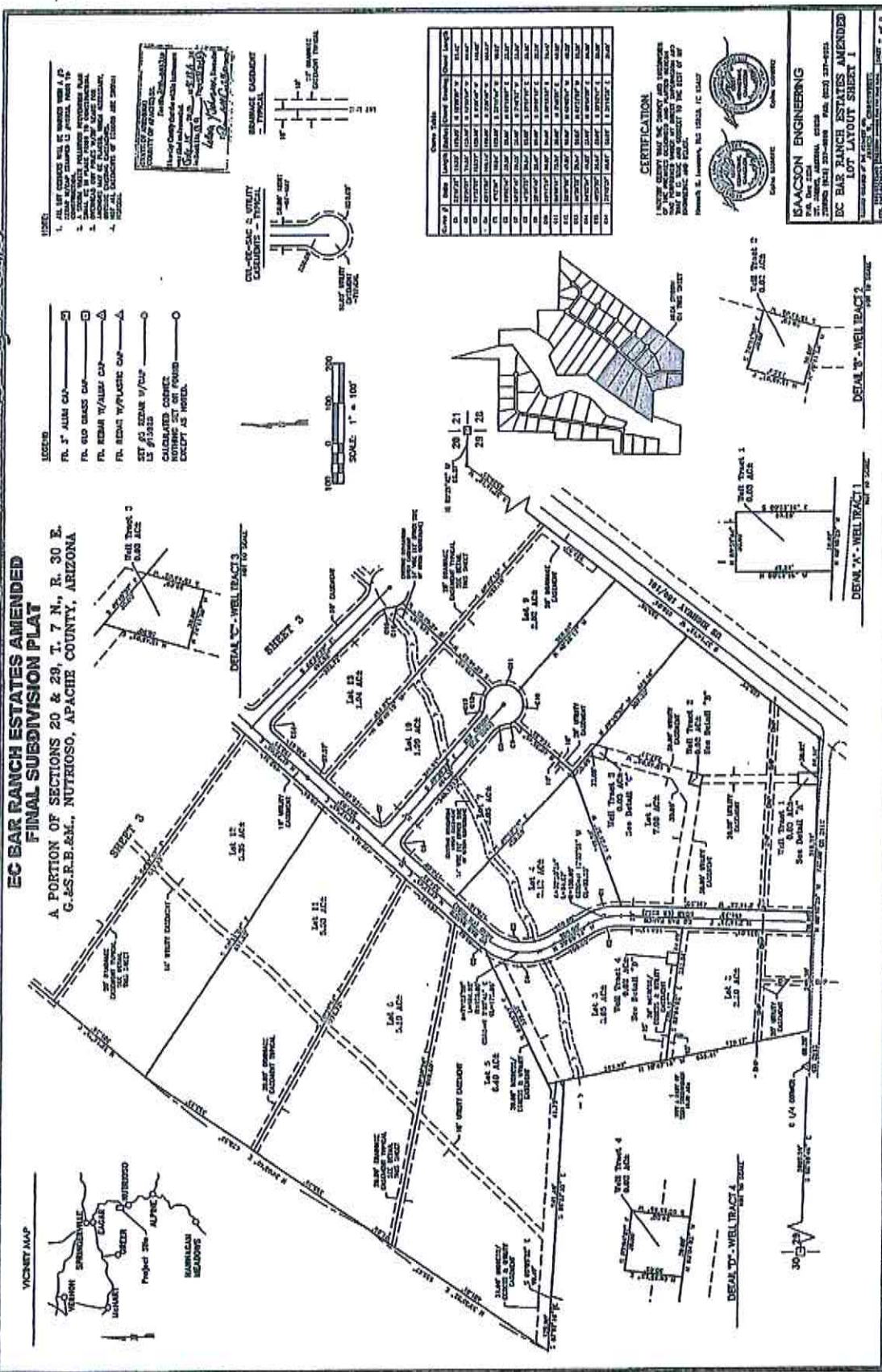
PREVIOUS RECORDED PLAT

6-Paged Amended Final Plat recorded on July 15, 2010 at Fee No. 2010-003720
(Book 9, Page 48)
Official Records of Apache County, Arizona

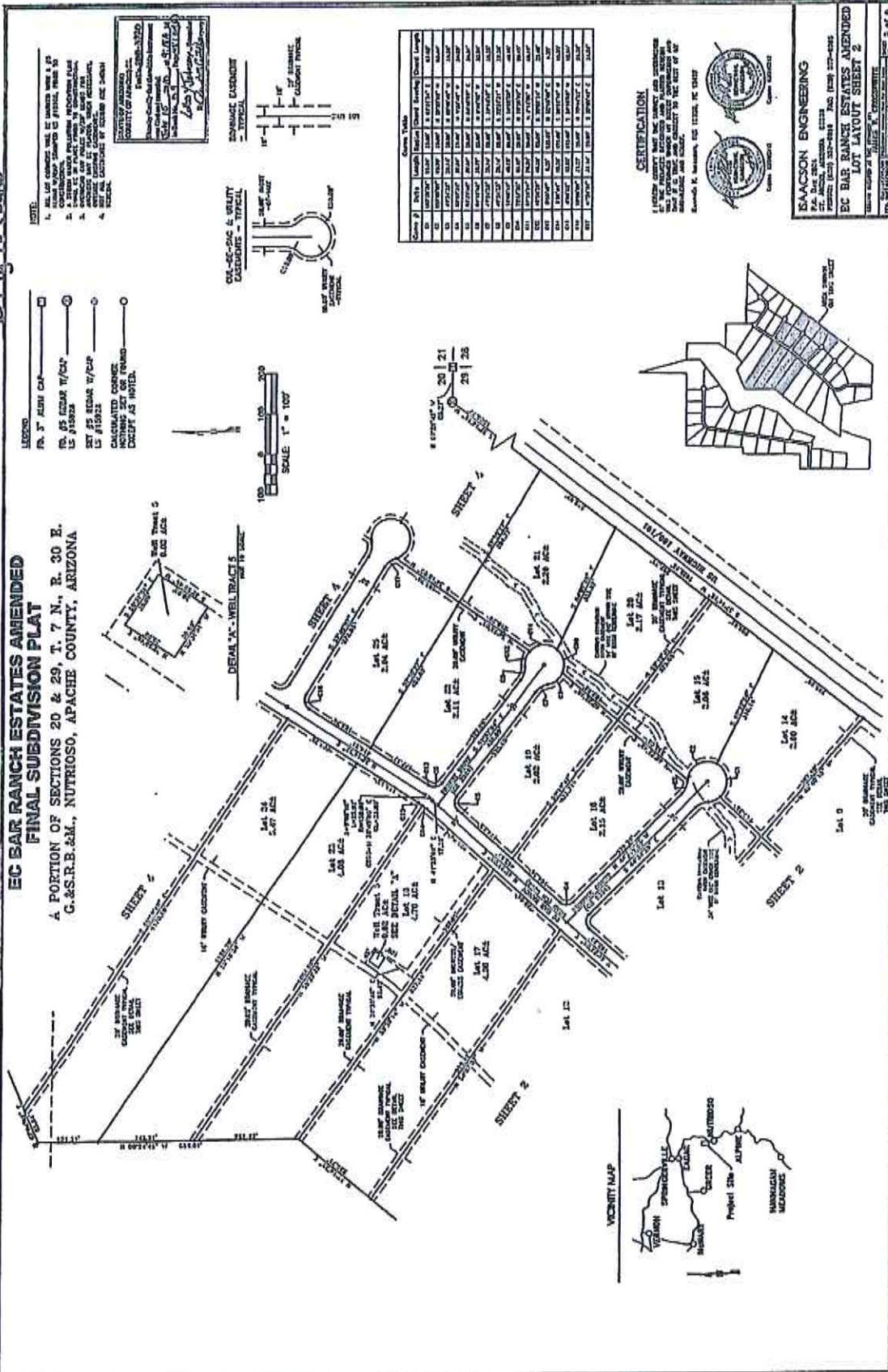
B9 Pa. 48 (10/16)



B 9 8 48 (2 of 6)



B9 Pg 48 (3 of 6)



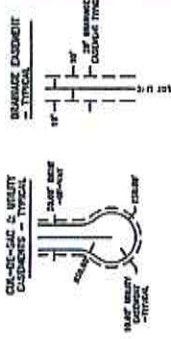
89 89 48 (4/10)

**EC BAR RANCH ESTATES AMENDED
FINAL SUBDIVISION PLAT**

A. PORTION OF SECTIONS 20 & 29, T. 7 N., R. 30 E.
G. & S.R.B. & M., NUTRISO, APACHE COUNTY, ARIZONA

- NOTE:**
1. THIS PLAT SHALL BE RECORDED WITHIN 90 DAYS OF THE DATE OF RECORDING OF THIS PLAT.
 2. THE PLAT SHALL BE RECORDED WITHIN 90 DAYS OF THE DATE OF RECORDING OF THIS PLAT.
 3. THE PLAT SHALL BE RECORDED WITHIN 90 DAYS OF THE DATE OF RECORDING OF THIS PLAT.
 4. THE PLAT SHALL BE RECORDED WITHIN 90 DAYS OF THE DATE OF RECORDING OF THIS PLAT.

- LEGEND:**
- PA. 3" ASH CIP
 - FR. 5" REBAR W/CIP
 - CS. #15008
 - SET #5 REBAR W/CIP
 - CS. #15003
 - CALCULATED CORNER
 - ASSUMED SET OF FOUND
 - EXCEPT AS NOTED.



| Lot # | Area (Acres) | Area (Square Feet) |
|-------|--------------|--------------------|
| 1 | 1.00 | 136,000 |
| 2 | 1.00 | 136,000 |
| 3 | 1.00 | 136,000 |
| 4 | 1.00 | 136,000 |
| 5 | 1.00 | 136,000 |
| 6 | 1.00 | 136,000 |
| 7 | 1.00 | 136,000 |
| 8 | 1.00 | 136,000 |
| 9 | 1.00 | 136,000 |
| 10 | 1.00 | 136,000 |
| 11 | 1.00 | 136,000 |
| 12 | 1.00 | 136,000 |
| 13 | 1.00 | 136,000 |
| 14 | 1.00 | 136,000 |
| 15 | 1.00 | 136,000 |
| 16 | 1.00 | 136,000 |
| 17 | 1.00 | 136,000 |
| 18 | 1.00 | 136,000 |
| 19 | 1.00 | 136,000 |
| 20 | 1.00 | 136,000 |
| 21 | 1.00 | 136,000 |
| 22 | 1.00 | 136,000 |
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| 93 | 1.00 | 136,000 |
| 94 | 1.00 | 136,000 |
| 95 | 1.00 | 136,000 |
| 96 | 1.00 | 136,000 |
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| 98 | 1.00 | 136,000 |
| 99 | 1.00 | 136,000 |
| 100 | 1.00 | 136,000 |

CERTIFICATION

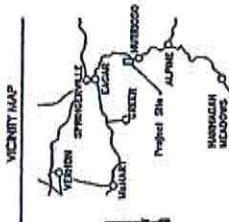
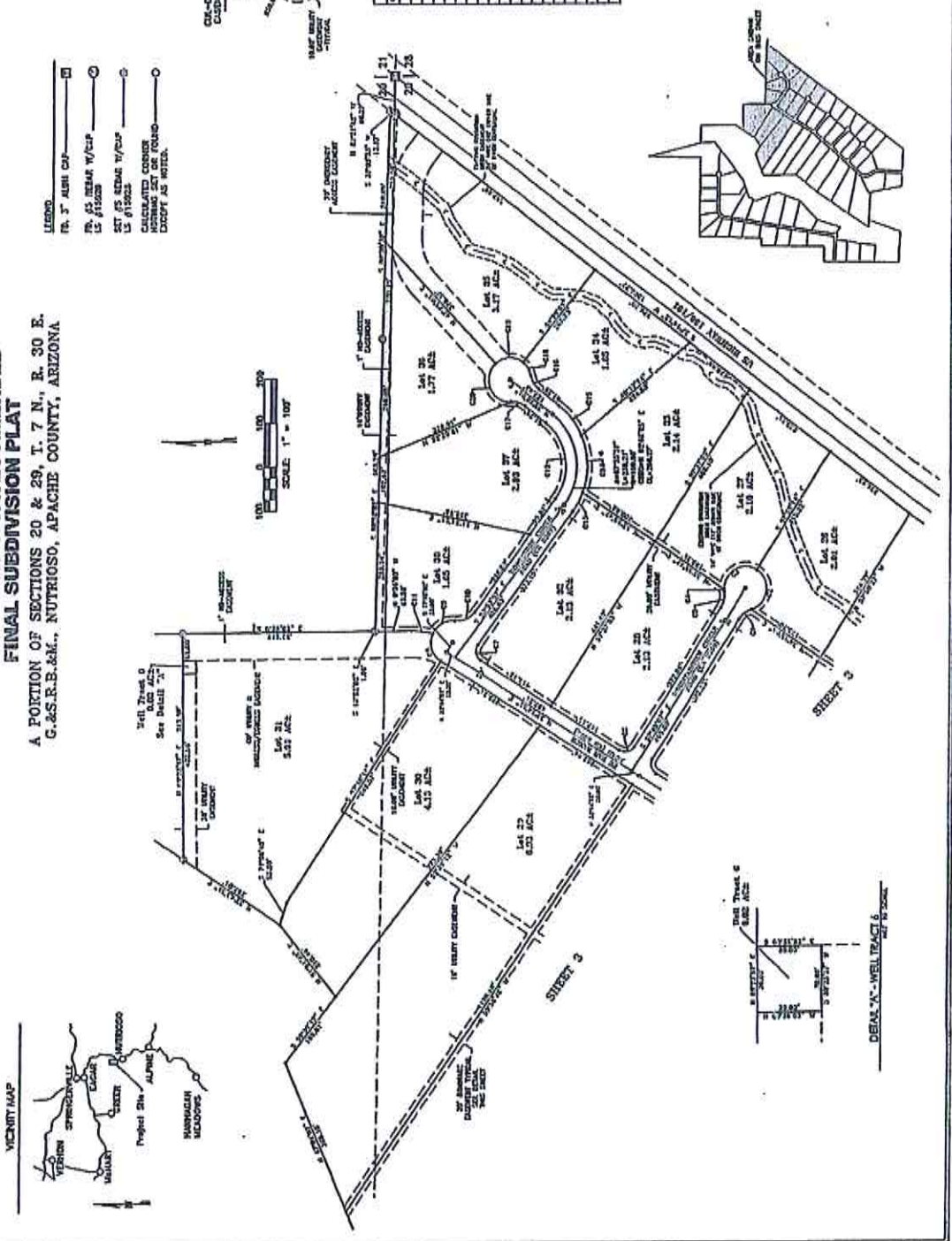
I, SAACSON ENGINEERING, certify that the survey and information contained herein were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Arizona, License No. 10000.

SAACSON ENGINEERING
1000 N. CENTRAL AVENUE, SUITE 100
TULSA, OKLAHOMA 74103-1000
PHONE: (918) 438-1000
FAX: (918) 438-1001
WWW.SAACSONENGINEERING.COM

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TULSA, OKLAHOMA 74103-1000
PHONE: (918) 438-1000
FAX: (918) 438-1001
WWW.SAACSONENGINEERING.COM

**EC BAR RANCH ESTATES AMENDED
LOT LAYOUT SHEET 3**

DATE: 04/10/10
DRAWN BY: J. SAACSON
CHECKED BY: J. SAACSON



B 9 6 98 (54)

**EC BAR RANCH ESTATES AMENDED
FINAL SUBDIVISION PLAT**
A PORTION OF SECTIONS 20 & 29, T. 7 N., R. 30 E.
G.&S.R.B.&M., NUTRUSO, APACHE COUNTY, ARIZONA

STATE OF ARIZONA
COUNTY OF COCHISE
I, ISAACSON ENGINEERING,
Professional Engineer,
No. 15123,
do hereby certify that the above
is a true and correct copy of the
original as recorded in my
office on this 15th day of
August, 2010.

- LEGEND**
- FL. OLD BILLS C/P
 - FL. ROAD W/ADJ. C/P
 - FL. 25' BARR. W/ADJ. C/P
 - SET. 25' BARR. W/ADJ. C/P
 - SET. 15' BARR. W/ADJ. C/P
 - SET. 10' BARR. W/ADJ. C/P
 - SET. 5' BARR. W/ADJ. C/P
 - SET. 2' BARR. W/ADJ. C/P
 - SET. 1' BARR. W/ADJ. C/P
 - SET. 0.5' BARR. W/ADJ. C/P
 - SET. 0.25' BARR. W/ADJ. C/P
 - SET. 0.125' BARR. W/ADJ. C/P
 - SET. 0.0625' BARR. W/ADJ. C/P
 - SET. 0.03125' BARR. W/ADJ. C/P
 - SET. 0.015625' BARR. W/ADJ. C/P
 - SET. 0.0078125' BARR. W/ADJ. C/P
 - SET. 0.00390625' BARR. W/ADJ. C/P
 - SET. 0.001953125' BARR. W/ADJ. C/P
 - SET. 0.0009765625' BARR. W/ADJ. C/P
 - SET. 0.00048828125' BARR. W/ADJ. C/P
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 - SET. 0.0001220703125' BARR. W/ADJ. C/P
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 - SET. 0.00000000000000000000000000000000000300926011148795595918367346938718750000001111980867675781251111980867675781251111980867675781251111980867675781256944453125' BARR. W/ADJ. C/P
 - SET. 0.000000000000000000000000000000000001504630055739397959591836734693871875000000055599043383906255559904338390625555990433839062555599043383906256944453125' BARR. W/ADJ. C/P
 - SET. 0.0000000000000000000000000000000000007523150278698989595918367346938718750000000277995216919531252779952169195312527799521691953125277995216919531256944453125' BARR. W/ADJ. C/P
 - SET. 0.000000000000000000000000000000000000376157513944949495918367346938718750000000138997608497656251389976084976562513899760849765625138997608497656256944



APACHE COUNTY ENGINEERING DEPARTMENT

APPLICATION FOR

Right-of-Way Abandonment

Easement Extinguishment

Case No. _____

Date: September 5, 2017

DESCRIBE REASON FOR REQUEST: The Apache County road easements associated with this application were created with the EC Bar Ranch Estates subdivision. The subdivision is being reverted back to acreage.

Applicant: James Wayne Crosswhite, LLC Phone No.: (520) 760-3711
Mailing Address: Post Office Box 44
City: Nutrioso State: Arizona Zip Code: 85932

LOCATION INFORMATION:
LEGAL DESCRIPTION: Section Township North, Range East
Assessor's Parcel Number: SEE SCHEDULE A for Sections & Parcel #s.
Location (general) EC Bar Ranch Estates subdivision Right-of-Way/Easement Width and Length: Road Name: County Road #s 2361, 2362, 2363, 2364, 2365, 2366 and 2367.

Please submit the following with your application:

- COPY OF RECORDED DEED FOR THE PROPERTY
DESCRIPTION OF RIGHT-OF-WAY/EASEMENT
APPLICATION FEE \$500.00
RETURNED RECEIPTS FROM AFFECTED PROPERTY & UTILITY OWNERS

See SCHEDULE B regarding the required attachments.

APACHE COUNTY ROAD ABANDONMENT POLICY

Public roads within Apache County may only be abandoned by the Board of Supervisors if those roads have been properly dedicated to the general public and properly accepted by the Board or by the public. Proper dedication and acceptance means that the dedication and acceptance were accomplished pursuant to Arizona law or the common law. The Board of Supervisors lacks authority to abandon any public road which is not properly dedicated or accepted and will decline to abandon those roads. Any person or persons desiring the Board to abandon a public road must sufficiently prove to the County Engineer and County Attorney that proper dedication and acceptance has been made, prior to any abandonment of a public road.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature:

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

Request Abandonment of Road right of way in conjunction with El Bar Subdivision reversion. Public Hearing for abandonment held in conjunction with El Bar subdivision reversion.

BOS Meeting Date Requested 11/21/17

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



Ryan Patterson, INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

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

**A RESOLUTION OF ABANDONMENT
2017-__**

Whereas, a petition was filed with the Apache County Board of Supervisors, praying for the abandonment of all roadway easements which are described as follows, to-wit:

The EC Bar Ranch Estates
Subdivision, Amended Final
Subdivision Plat, as recorded in book
8 of Maps, Page 48, 1 through 6, of
the Apache County Records; and

Whereas, all properties in the above mentioned are owned by one party; and

Whereas, said party is in process of reverting said subdivision back to original acreage;
and

Whereas, the Apache County Attorney as reviewed and approved the said
abandonments; and

Whereas, there is no negative affect to Apache County by the approval of said
abandonment; and

Whereas, it appearing to the Board of Supervisors that it is necessary to abandon the
hereinafter property in accordance with said petition and law;

IT IS THEREFORE RESOLVED that the Petition of Abandonment of All Roadway
Easements located in the EC Bar Ranch Estates Subdivision, Amended Final Subdivision
Plat, as recorded in book 8 of Maps, Page 48, 1 through 6, of the Apache County
Records, be approved.

BE IT FURTHER RESOLVED that a copy of this resolution, together with an
Amended Plat to The Wilderness Subdivision will be filed and recorded in The Apache
County Recorder's Office, reflecting said abandonment.

Approved this 21st day of November 2017.

Joe Shirley, Jr., Chairman of the Board

Attest:

Ryan Patterson
Interim Clerk of the Board

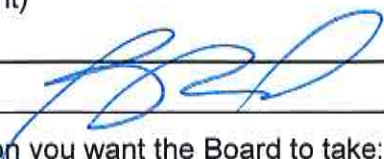
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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:

Sit as the Board of Equalization to consider the following Petitions for Notice of Change determinations heard by Hearing Officer Charles Johnson on November 7, 2017.

BOS Meeting Date Requested 11/21/17

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 _____

JOE SHIRLEY, JR.
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TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

November 14, 2017

Dear Mr. Crosby,

Your Petition of Review for Review of Notice of Change was heard by the Board of Equalization on November 13, 2017. Hearing Officer Charles Johnson conducted the hearing and made the following determinations:

For parcels 102-43-008, 102-37-004 and multiple parcels 102-39-003C through 101-45-005E ag status was granted. For the following parcels the following determinations were made:

Parcel 101-70-024 FCV for 2018 set at \$19,000
Parcel 101-70-005 FCV for 2018 set at \$15,000
Parcel 101-70-027 FCV for 2018 set at \$15,960
Parcel 102-64-040 FCV for 2018 set at \$19,190
Parcel 102-64-041 FCV for 2018 set at \$11,500
Parcel 102-64-042 FCV for 2018 set at \$13,500
Parcel 102-64-043 FCV for 2018 set at \$34,485
Parcel 102-64-045 FCV for 2018 set at \$51,030
Parcel 102-64-046 FCV for 2018 set at \$27,835
Parcel 102-64-047 FCV for 2018 set at \$35,500
Parcel 102-64-075 FCV for 2018 set at \$14,345
Parcel 102-64-040 FCV for 2018 set at \$19,190
Parcel 102-45-007L FCV for 2018 set at \$26,315
Parcel 102-64-038 FCV for 2018 set at \$66,888
Parcel 102-64-044 FCV for 2018 set at \$74,250

Please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Bond", is written over a light blue horizontal line.

Beth Bond

Assistant Clerk of the Board

cc: Rodger Dahozy, Apache County Assessor

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
MEMBER OF THE BOARD
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RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

November 14, 2017

Dear Mr. Schust,

Your Petition of Review for Review of Notice of Change was heard by the Board of Equalization on November 13, 2017. Hearing Officer Charles Johnson conducted the hearing and made the following determination:

Parcel 202-39-333 a stipulated agreement was made for FCV for 2018 at \$196.00.

Please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Bond", is written over a light blue horizontal line.

Beth Bond

Assistant Clerk of the Board

cc: Rodger Dahozy, Apache County Assessor

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
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RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

November 14, 2017

Dear Mr. & Mrs. Lloyd,

Your Petition of Review for Review of Notice of Change was heard by the Board of Equalization on November 13, 2017. Hearing Officer Charles Johnson conducted the hearing and made the following determinations:

- Parcel 203-40-004A, a stipulated agreement set FCV for 2018 at \$61,640.
- Parcel 203-40-006 a stipulated agreement set FCV at \$7,200.

Please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Bond".

Beth Bond

Assistant Clerk of the Board

cc: Rodger Dahozy, Apache County Assessor

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
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RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

November 14, 2017

Dear Mr. & Mrs. Shelest,

Your Petition of Review for Review of Notice of Change was heard by the Board of Equalization on November 13, 2017. Hearing Officer Charles Johnson conducted the hearing and made the following determination:

No change to FCV of \$226,636, not eligible for agriculture status. Sold cow/calf operation in 2014.

Please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Bond", is written over a light blue horizontal line.

Beth Bond

Assistant Clerk of the Board

cc: Rodger Dahozy, Apache County Assessor

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
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P.O. Box 1952, Chinle, AZ 86503

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RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

November 14, 2017

Dear Ms. Fain and Ms. Hale,

Your Petition of Review for Review of Notice of Change was heard by the Board of Equalization on November 13, 2017. Hearing Officer Charles Johnson conducted the hearing and made the following determination:

Parcel 101-21-001Q, agricultural status was approved and FCV set at \$305,633.

Please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Bond", is written over a light blue horizontal line.

Beth Bond

Assistant Clerk of the Board

cc: Rodger Dahozy, Apache County Assessor

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
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P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
MEMBER OF THE BOARD
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ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

November 14, 2017

Dear Mr. and Mrs. Wilhelm,

Your Petition of Review for Review of Notice of Change was heard by the Board of Equalization on November 13, 2017. Hearing Officer Charles Johnson conducted the hearing and made the following determination:

Agricultural status granted on the following parcels: Parcel 106-45-001 103-36-016, 106-38-005, and 106-45-001 and the following:

106-69-002A \$49,090 – outbuilding

106-69-002B \$98,409 - residence.

Please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Bond". The signature is stylized and fluid, with a large initial "B" and a long, sweeping tail.

Beth Bond

Assistant Clerk of the Board

cc: Rodger Dahozy, Apache County Assessor

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: _____

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 November 7, 2017 to November 21, 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

SL CAD

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 _____

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|--------|---------------------------------|-------|---------|--------------|------------------|--|----------|
| Open | NBAZ - Warrant Clearing Account | Check | 1059623 | 11/06/2017 | Accounts Payable | APACHE COUNTY TAX WITHHOLDING | 5,729.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059624 | 11/07/2017 | Accounts Payable | ACIAAO AZ CHAP INTL ASSOC ASSESSING OFFICERS | 60.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059625 | 11/07/2017 | Accounts Payable | AIR-A-ZONA FLAG CO INC | 95.46 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059626 | 11/07/2017 | Accounts Payable | ALPINE WATER AND SANITARY | 93.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059627 | 11/07/2017 | Accounts Payable | ALSCO INC | 147.56 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059628 | 11/07/2017 | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT) | 1,944.54 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059629 | 11/07/2017 | Accounts Payable | AMERICAS BEST VALUE INN | 284.72 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059630 | 11/07/2017 | Accounts Payable | AMK SOLUTIONS | 4,340.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059631 | 11/07/2017 | Accounts Payable | APACHE COUNTY | 389.26 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059632 | 11/07/2017 | Accounts Payable | ASHTONS REPAIR INC | 243.34 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059633 | 11/07/2017 | Accounts Payable | ASPEN TIRE & OIL | 68.17 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059634 | 11/07/2017 | Accounts Payable | AT&T | 140.17 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059635 | 11/07/2017 | Accounts Payable | AZ ASSN OF COUNTIES | 249.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059636 | 11/07/2017 | Accounts Payable | AZ ASSN OF COUNTIES | 249.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059637 | 11/07/2017 | Accounts Payable | AZ ASSN OF COUNTIES | 249.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059638 | 11/07/2017 | Accounts Payable | AZ ASSN OF COUNTIES | 249.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059639 | 11/07/2017 | Accounts Payable | AZ CHIEF PROBATION OFFICERS ASSOCIATION | 200.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059640 | 11/07/2017 | Accounts Payable | AZ COUNTIES INSURANCE POOL | 1,532.10 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059641 | 11/07/2017 | Accounts Payable | AZ DEPT OF CORRECTIONS | 120.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059642 | 11/07/2017 | Accounts Payable | AZ DEPT OF HEALTH SERVICES | 387.30 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059643 | 11/07/2017 | Accounts Payable | AZ SECRETARY OF STATE | 43.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059644 | 11/07/2017 | Accounts Payable | AZ SUPREME COURT | 1,517.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059645 | 11/07/2017 | Accounts Payable | AZ SUPREME COURT | 50.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059646 | 11/07/2017 | Accounts Payable | AZ SUPREME COURT | 100.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059647 | 11/07/2017 | Accounts Payable | BAHE, IRENE R | 124.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059648 | 11/07/2017 | Accounts Payable | BASHAS' CORPORATE OFFICE | 99.70 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059649 | 11/07/2017 | Accounts Payable | BATTERIES PLUS (GLENDALE/CHANDLER) | 50.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059650 | 11/07/2017 | Accounts Payable | BAUMAN HOME AND AUTO INC | 1,193.56 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059651 | 11/07/2017 | Accounts Payable | BEGAY, MARLEITA | 351.81 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059652 | 11/07/2017 | Accounts Payable | BEGAY, SARAH MAE | 560.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059653 | 11/07/2017 | Accounts Payable | BELOTE, SIERRA NICOLE | 2,640.86 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059654 | 11/07/2017 | Accounts Payable | BENDER, JUDITH A | 7,362.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059655 | 11/07/2017 | Accounts Payable | BILLS DISCOUNT AUTO PARTS (NAPA) | 805.29 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059656 | 11/07/2017 | Accounts Payable | BLUE HILLS ENVIRONMENTAL | 227.27 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059657 | 11/07/2017 | Accounts Payable | BOB BARKER COMPANY INC | 157.98 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059658 | 11/07/2017 | Accounts Payable | BODE CELLMARK FORENSICS INC | 235.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059659 | 11/07/2017 | Accounts Payable | BOND, BETH | 643.18 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059660 | 11/07/2017 | Accounts Payable | BOWMAN, GLORIA | 299.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059661 | 11/07/2017 | Accounts Payable | BRADCO | 2,766.87 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059662 | 11/07/2017 | Accounts Payable | BRAIGEL, MICHAEL T | 49.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059663 | 11/07/2017 | Accounts Payable | BROWN, DEVIN | 558.66 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059664 | 11/07/2017 | Accounts Payable | REDACTED | 50.81 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059665 | 11/07/2017 | Accounts Payable | BURNHAM MORTUARY | 1,000.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059666 | 11/07/2017 | Accounts Payable | BUTLERS OFFICE EQUIPMENT & SUPPLY INC | 114.32 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059667 | 11/07/2017 | Accounts Payable | CANDLEWOOD SUITES TUCSON | 101.97 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059668 | 11/07/2017 | Accounts Payable | CDW GOVERNMENT LLC | 1,100.70 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059669 | 11/07/2017 | Accounts Payable | CELLULAR ONE NE AZ | 767.18 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|--------|---------------------------------|-------|---------|--------------|------------------|-------------------------------|-----------|
| Open | NBAZ - Warrant Clearing Account | Check | 1059670 | 11/07/2017 | Accounts Payable | CHAVEZ, LILLIAN | 10.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059671 | 11/07/2017 | Accounts Payable | CINDY KALT INTERPRETING | 92.43 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059672 | 11/07/2017 | Accounts Payable | CONNERY SAFETY PRODUCTS | 261.76 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059673 | 11/07/2017 | Accounts Payable | COOK'S CORRECTIONAL KITCHEN | 147.91 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059674 | 11/07/2017 | Accounts Payable | COREMR LC | 370.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059675 | 11/07/2017 | Accounts Payable | COURTESY CHEVROLET | 25,997.76 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059676 | 11/07/2017 | Accounts Payable | CREATIVE DESIGN | 216.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059677 | 11/07/2017 | Accounts Payable | CRESTLINE SPECIALTIES INC | 141.54 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059678 | 11/07/2017 | Accounts Payable | DAVIS TRUE VALUE HARDWARE | 34.09 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059679 | 11/07/2017 | Accounts Payable | DEDMAN, JOSEPH Junior | 78.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059680 | 11/07/2017 | Accounts Payable | DEMATEO, JOHN JOSEPH | 10.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059681 | 11/07/2017 | Accounts Payable | DIRECTV LLC | 125.97 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059682 | 11/07/2017 | Accounts Payable | DISH NETWORK | 106.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059683 | 11/07/2017 | Accounts Payable | DISH NETWORK | 63.48 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059684 | 11/07/2017 | Accounts Payable | DISH NETWORK | 95.48 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059685 | 11/07/2017 | Accounts Payable | DOYLES AUTO BODY INC | 51.83 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059686 | 11/07/2017 | Accounts Payable | ELLINGTON, DYLLIN RICK | 604.70 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059687 | 11/07/2017 | Accounts Payable | EMBASSY SUITES | 1,545.49 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059688 | 11/07/2017 | Accounts Payable | EMPIRE MACHINERY | 575.44 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059689 | 11/07/2017 | Accounts Payable | FERRELLGAS | 505.95 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059690 | 11/07/2017 | Accounts Payable | FLEET PRIDE | 1,847.45 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059691 | 11/07/2017 | Accounts Payable | FREEMAN, JOHN L Junior | 49.86 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059692 | 11/07/2017 | Accounts Payable | FRONTIER | 122.35 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059693 | 11/07/2017 | Accounts Payable | FRONTIER | 1,770.06 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059694 | 11/07/2017 | Accounts Payable | FRONTIER | 845.80 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059695 | 11/07/2017 | Accounts Payable | FRONTIER | 100.76 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059696 | 11/07/2017 | Accounts Payable | FRONTIER | 440.84 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059697 | 11/07/2017 | Accounts Payable | FRONTIER | 175.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059698 | 11/07/2017 | Accounts Payable | FRONTIER | 275.63 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059699 | 11/07/2017 | Accounts Payable | FRONTIER | 95.11 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059700 | 11/07/2017 | Accounts Payable | GALLS INC | 1,330.17 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059701 | 11/07/2017 | Accounts Payable | GALLUP CUSTOM TINTING | 1,125.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059702 | 11/07/2017 | Accounts Payable | GFOAZ | 120.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059703 | 11/07/2017 | Accounts Payable | GOLIGHTLY TIRE | 2,956.54 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059704 | 11/07/2017 | Accounts Payable | GRAVES PROPANE CO INC | 473.22 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059705 | 11/07/2017 | Accounts Payable | GUINN, RICHARD C | 750.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059706 | 11/07/2017 | Accounts Payable | HIGH 5 DESIGN | 1,080.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059707 | 11/07/2017 | Accounts Payable | HILL AZ GROCERY STORE | 35.36 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059708 | 11/07/2017 | Accounts Payable | HILL AZ GROCERY STORE | 177.27 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059709 | 11/07/2017 | Accounts Payable | HILLYARD/FLAGSTAFF | 2,358.45 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059710 | 11/07/2017 | Accounts Payable | HINTON, TRAVIS JACKSON | 25.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059711 | 11/07/2017 | Accounts Payable | HOME DEPOT | 819.45 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059712 | 11/07/2017 | Accounts Payable | HONEA, GENEVA | 555.41 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059713 | 11/07/2017 | Accounts Payable | HOYT, VIRGINIA E | 442.66 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059714 | 11/07/2017 | Accounts Payable | HUGHES SUPPLY INC (LAKE SIDE) | 213.95 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059715 | 11/07/2017 | Accounts Payable | INGRAM LIBRARY SERVICES | 2,353.35 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059716 | 11/07/2017 | Accounts Payable | JCG TECHNOLOGIES INC | 786.96 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|--------|---------------------------------|-------|---------|--------------|------------------|--|-----------|
| Open | NBAZ - Warrant Clearing Account | Check | 1059717 | 11/07/2017 | Accounts Payable | REDACTED | 5,369.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059718 | 11/07/2017 | Accounts Payable | JONES, DENNISE L | 91.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059719 | 11/07/2017 | Accounts Payable | KATHLEEN M MCGUIRE PSY D LLC | 2,280.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059720 | 11/07/2017 | Accounts Payable | KONICA MINOLTA | 41.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059721 | 11/07/2017 | Accounts Payable | KYOCERA DOCUMENT SOLUTIONS AMERICA INC | 435.22 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059722 | 11/07/2017 | Accounts Payable | L R INVESTIGATIONS LLC | 140.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059723 | 11/07/2017 | Accounts Payable | LANGUAGE LINE SERVICES INC | 19.81 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059724 | 11/07/2017 | Accounts Payable | LATHAM, MICHAEL | 379.43 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059725 | 11/07/2017 | Accounts Payable | LAWSON PRODUCTS INC | 1,591.97 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059726 | 11/07/2017 | Accounts Payable | REDACTED | 88.80 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059727 | 11/07/2017 | Accounts Payable | LEWIS, JONATHAN | 95.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059728 | 11/07/2017 | Accounts Payable | LIVCO WATER & SEWER COMPANY | 21.06 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059729 | 11/07/2017 | Accounts Payable | MCCARTHY, CHRIS | 13.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059730 | 11/07/2017 | Accounts Payable | MIRANDA, OSCAR R | 60.24 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059731 | 11/07/2017 | Accounts Payable | MOORE LAW FIRM PLLC | 1,600.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059732 | 11/07/2017 | Accounts Payable | MOORE MEDICAL LLC | 441.79 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059733 | 11/07/2017 | Accounts Payable | MYRON CORP | 1,505.15 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059734 | 11/07/2017 | Accounts Payable | NAPA | 1,098.54 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059735 | 11/07/2017 | Accounts Payable | NATIONAL BANK OF ARIZONA 0127 | 1,877.02 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059736 | 11/07/2017 | Accounts Payable | NATIONAL BANK OF ARIZONA 1389 | 1,763.61 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059737 | 11/07/2017 | Accounts Payable | NATIONAL BANK OF ARIZONA 0085 | 1,450.59 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059738 | 11/07/2017 | Accounts Payable | NATIONAL BANK OF ARIZONA 0186 | 652.74 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059739 | 11/07/2017 | Accounts Payable | NATIONAL BANK OF ARIZONA 0202 | 144.46 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059740 | 11/07/2017 | Accounts Payable | NATIONAL BANK OF ARIZONA 0285 | 304.40 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059741 | 11/07/2017 | Accounts Payable | NATIONAL BANK OF ARIZONA 0301 | 906.10 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059742 | 11/07/2017 | Accounts Payable | NAVAJO SANITATION INC | 215.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059743 | 11/07/2017 | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY | 203.82 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059744 | 11/07/2017 | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY | 123.54 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059745 | 11/07/2017 | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY | 1,694.22 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059746 | 11/07/2017 | Accounts Payable | NAVAJO WESTERNERS | 142.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059747 | 11/07/2017 | Accounts Payable | NAVOPACHE ELECTRIC COOPERATIVE | 6,332.39 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059748 | 11/07/2017 | Accounts Payable | NICHOLSON, JULIE ANN | 550.34 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059749 | 11/07/2017 | Accounts Payable | NOEL'S INC | 331.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059750 | 11/07/2017 | Accounts Payable | NORCHEM DRUG TESTING LABORATORY | 2,184.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059751 | 11/07/2017 | Accounts Payable | NORTHLAND PIONEER COLLEGE | 23,113.91 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059752 | 11/07/2017 | Accounts Payable | OREILLY AUTO PARTS | 363.03 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059753 | 11/07/2017 | Accounts Payable | OFFICE DEPOT | 720.87 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059754 | 11/07/2017 | Accounts Payable | PADILLA, DEBBIE L | 22.99 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059755 | 11/07/2017 | Accounts Payable | PEA, TANYA | 201.72 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059756 | 11/07/2017 | Accounts Payable | PFIZER INC | 3,314.76 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059757 | 11/07/2017 | Accounts Payable | PIMA COUNTY MEDICAL | 4,600.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059758 | 11/07/2017 | Accounts Payable | PINAL COUNTY ARIZONA | 1,400.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059759 | 11/07/2017 | Accounts Payable | PLATT DDS, RANDOLPH | 129.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059760 | 11/07/2017 | Accounts Payable | PRIETO, LEONARDO DANIEL | 107.01 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059761 | 11/07/2017 | Accounts Payable | PUBLIC AGENCY TRAINING COUNCIL INC | 450.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059762 | 11/07/2017 | Accounts Payable | QUILL CORP | 5,059.80 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059763 | 11/07/2017 | Accounts Payable | R&S NORTHEAST LLC | 29.72 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|--------|---------------------------------|-------|---------|--------------|------------------|--|----------|
| Open | NBAZ - Warrant Clearing Account | Check | 1059764 | 11/07/2017 | Accounts Payable | RDO EQUIPMENT CO | 839.72 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059765 | 11/07/2017 | Accounts Payable | REIDHEAD SAND AND ROCK | 4,065.10 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059766 | 11/07/2017 | Accounts Payable | ROBERTS TIRE SALES INC | 5,837.40 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059767 | 11/07/2017 | Accounts Payable | ROMERO, ANGELA C | 98.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059768 | 11/07/2017 | Accounts Payable | ROMERO, DAVID JULIAN | 1,430.41 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059769 | 11/07/2017 | Accounts Payable | RUSH TRUCK CENTER | 848.08 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059770 | 11/07/2017 | Accounts Payable | SAFEMAY INC | 30.75 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059771 | 11/07/2017 | Accounts Payable | SANOPI PASTEUR INC | 6,436.01 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059772 | 11/07/2017 | Accounts Payable | SATCOM GLOBAL INC | 173.71 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059773 | 11/07/2017 | Accounts Payable | SCALES BIOLOGICAL LABORATORY INC | 5,378.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059774 | 11/07/2017 | Accounts Payable | SHIRLEY, JOE Junior | 1,124.56 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059775 | 11/07/2017 | Accounts Payable | SIERRA PROPANE | 167.37 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059776 | 11/07/2017 | Accounts Payable | SMITH, TERRY D | 33.82 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059777 | 11/07/2017 | Accounts Payable | SPARKLETT'S WATER | 117.07 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059778 | 11/07/2017 | Accounts Payable | SPEEDY SALES AND SERVICE | 367.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059779 | 11/07/2017 | Accounts Payable | SPENCER JOE, VERA ANN | 234.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059780 | 11/07/2017 | Accounts Payable | SRFAX | 108.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059781 | 11/07/2017 | Accounts Payable | ST JOHNS CITY | 6,407.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059782 | 11/07/2017 | Accounts Payable | STALLINGS, YVONNE (BONNIE)L | 306.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059783 | 11/07/2017 | Accounts Payable | STANLEY SECURITY SOLUTIONS INC | 40.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059784 | 11/07/2017 | Accounts Payable | STAPLES CREDIT PLAN | 4,436.69 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059785 | 11/07/2017 | Accounts Payable | SUBWAY | 73.64 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059786 | 11/07/2017 | Accounts Payable | SWEETLANDS COMPLETE AUTO | 3,650.78 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059787 | 11/07/2017 | Accounts Payable | TABLE TOP TELEPHONE COMPANY INC | 1,135.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059788 | 11/07/2017 | Accounts Payable | TESSCO INC | 33.29 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059789 | 11/07/2017 | Accounts Payable | THE AARONS COMPANY LLC | 3,000.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059790 | 11/07/2017 | Accounts Payable | THE GALLERY COLLECTION | 146.47 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059791 | 11/07/2017 | Accounts Payable | THE LAW OFFICE OF ELIZABETH MALE | 260.15 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059792 | 11/07/2017 | Accounts Payable | THE POUR STATION | 165.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059793 | 11/07/2017 | Accounts Payable | THOMAS, JEREL | 7.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059794 | 11/07/2017 | Accounts Payable | TIP COMMUNICATIONS | 4,007.15 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059795 | 11/07/2017 | Accounts Payable | TOWN OF EAGAR | 745.63 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059796 | 11/07/2017 | Accounts Payable | TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC | 25.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059797 | 11/07/2017 | Accounts Payable | TRINITY SERVICES GROUP INC | 3,939.21 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059798 | 11/07/2017 | Accounts Payable | UDALL, SHERWOOD BOWEN | 700.53 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059799 | 11/07/2017 | Accounts Payable | UNIFIRST CORPORATION | 71.63 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059800 | 11/07/2017 | Accounts Payable | UNITED RENTALS | 476.01 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059801 | 11/07/2017 | Accounts Payable | US POSTMASTER | 2.90 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059802 | 11/07/2017 | Accounts Payable | US POSTMASTER | 7.54 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059803 | 11/07/2017 | Accounts Payable | US POSTMASTER | 6.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059804 | 11/07/2017 | Accounts Payable | VALLEY AUTO PARTS | 681.35 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059805 | 11/07/2017 | Accounts Payable | VERIZON WIRELESS | 1,509.20 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059806 | 11/07/2017 | Accounts Payable | VERNON DOMESTIC IMPROVEMENT | 52.70 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059807 | 11/07/2017 | Accounts Payable | WAGNER EQUIPMENT CO | 426.65 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059808 | 11/07/2017 | Accounts Payable | WALLACE, DODEE | 8.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059809 | 11/07/2017 | Accounts Payable | WAUNIEKA, EDISON JAMES | 571.41 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059810 | 11/07/2017 | Accounts Payable | WHITE MOUNTAIN PUBLISHING CO | 20.76 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|--------|---------------------------------|-------|---------|--------------|------------------|--|-----------|
| Open | NBAZ - Warrant Clearing Account | Check | 1059811 | 11/07/2017 | Accounts Payable | WHITE MOUNTAIN REGIONAL MEDICAL CENTER | 100.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059812 | 11/07/2017 | Accounts Payable | WHITING, MICHAEL B | 9.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059813 | 11/07/2017 | Accounts Payable | WILSON AMPLIFIERS | 1,230.90 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059814 | 11/07/2017 | Accounts Payable | WOOD, ANTONIA | 527.26 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059815 | 11/07/2017 | Accounts Payable | WOODLAND BUILDING CENTER | 639.35 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059816 | 11/07/2017 | Accounts Payable | WRIGHT EXPRESS FSC | 3,258.95 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059817 | 11/07/2017 | Accounts Payable | YELLOWHORSE, JAY | 1,036.72 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059818 | 11/07/2017 | Accounts Payable | YOUNGS FUTURE TIRE | 2,077.34 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059819 | 11/08/2017 | Accounts Payable | HERRERA, ROSCOE GEORGE | 111.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059820 | 11/08/2017 | Accounts Payable | NOTAH, ANTONY C | 72.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059821 | 11/08/2017 | Accounts Payable | SPORTS WORLD INC | 250.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1059822 | 11/13/2017 | Accounts Payable | PIONEER TITLE AGENCY INC | 81,814.67 |

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:

Request approval of the termination of Special Land Use Permit No. 23-112639-03 for lease of property near the Round Valley Rodeo Grounds. Termination of this Special Land Use Permit will save the County \$13,000 per year.

BOS Meeting Date Requested _____

11/21/17

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 ATTORNEY'S OFFICE

MICHAEL B. WHITING, COUNTY ATTORNEY

"... one nation, under God, indivisible, with liberty and justice for all."

P.O. BOX 637 ■ ST. JOHNS, AZ 85936 ■ (928) 337-7560 ■ (928) 337-2427(FAX)

November 30, 2017

State of Arizona, Arizona Land Department
Arizona State Land Commissioner
1616 W. Adams
Phoenix, AZ 85007

Re: Termination of Special Land Use Permit Lease, No. 23-112639-03

To whom it may concern:

This letter is to inform you that the Special Land Use Permit, Permit No. 23-112639-03, By and Between Apache County as Permittee and the State of Arizona, Arizona Land Department through the State Land Commissioner as Permitter dated January 17, 2015 for the purpose of leasing certain land in Eagar, AZ to Apache County for use as a maintenance yard, storage of Apache County equipment and maintenance materials, and overflow parking for the rodeo grounds (the "Agreement") is hereby terminated. Pursuant to Section 7.2 and 7.5 of the Agreement, this termination is effective twenty-five (25) days from the date of this notice. Therefore, the Agreement will be terminated as of December 25, 2017. The duties, obligations, and rights of all parties under the Agreement shall be extinguished on the termination date. Pursuant to Section 13.2 of the Agreement, Apache County will restore the subject land to its original condition by the termination date.

Thank you for your attention to this matter. If you have any questions, please contact the Office of Apache County District III Supervisor, Doyel Shamley at (928) 337-7608.

Sincerely,

Michael B. Whiting
Apache County Attorney

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature:

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

Request approval for the FY18 Fill the Gap Grant Application in the amount of \$227,763.80. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.

BOS Meeting Date Requested 11/21/2017

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

FILL THE GAP (FTG) APPLICATION

A. APPLICANT INFORMATION

| | | |
|--|----------------------------------|---|
| 1. COURT NAME: APACHE COUNTY SUPERIOR COURT | | |
| 2. CONTACT PERSON: SUEANNE CZARNYSZKA | 3. TITLE: COURT ADMINISTRATOR | |
| 4. ADDRESS (STREET, CITY, STATE, ZIP): PO BOX 667, 70 W. 3 RD STREET SOUTH, ST. JOHNS, ARIZONA 85936 | | |
| 5. PHONE: (928) 337-7677 | 6. FAX: (928) 337-7586 | 7. E-MAIL ADDRESS: SCZARNYSZKA@COURTS.AZ.GOV |

B. BUDGET INFORMATION

| | | |
|---|---|--|
| 8. PROJECT TITLE: AUTOMATION & STAFFING SUPPORT | | |
| 9. BEGIN DATE: 7-1-2017 | | END DATE: 6-30-2018 |
| 10. AMOUNT STATE FTG REQUESTED: \$ 14,985.00 | AMOUNT LOCAL FTG REQUESTED: \$ 227,763.80 | LOCAL BALANCE (COURT PORTION): \$ 270,626.33 AS OF: 6-30-2017 (CERTIFIED BY LOCAL FINANCE) |
| 11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE \$ AMOUNT): N/A | | |
| 12. <input type="checkbox"/> NEW REQUEST | <input checked="" type="checkbox"/> CONTINUE PROJECT – TIME & \$ <input type="checkbox"/> CONTINUE PROJECT – ADDITIONAL STAFF GPT #1201FTG001 | <input type="checkbox"/> EXTEND PROJECT MORE TIME NO ADDITIONAL FUNDS GPT # |

C. PROJECT INFORMATION

| |
|---|
| 13. DESCRIPTION OF PROJECT PLAN. |
| <p>FTG MONIES WILL BE USED TO CONTINUE TO PROVIDE AUTOMATION AND STAFFING SUPPORT. APPROXIMATELY 75% OF APACHE COUNTY'S ACAP DEVICE FEES WILL BE PAID WITH FTG FUNDS. STAFF POSITIONS TO BE FUNDED, IN PART, BY FTG FUNDS INCLUDE A JUDGE PRO TEM, AZTEC FIELD TRAINER, BAILIFF, AND A JUSTICE COURT CLERK. TRAVEL AND TRAINING MATERIAL COSTS FOR OUR NEW AZTEC FIELD TRAINER, AS WELL AS TRAVEL AND TRAINING COSTS FOR OUR DESIGNATED CASEFLOW MANAGER WILL ALSO BE FUNDED.</p> |

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

Apache County Courts continue to operate within the pre-FY09 funding levels.

Fill the Gap funding will enable Apache County courts to retain current staffing levels and to provide staff with the necessary tools and training to effectively perform their duties. Judicial staff has absorbed additional responsibilities due to a substantial increase in criminal case filings over the past couple of years. FTG monies will fund a portion of the salary and ERE of a part-time Judge Pro Tem. The Pro Tem position is essential to timely case processing. This position holder has taken on a greater role in case assignments.

Funding will also be used to fund a portion of the salary and ERE of a bailiff and a .50 FTE Justice Court Clerk. The funding levels are consistent with criminal case filings in our county and the workload of such filings.

Additionally, FTG funds will support approximately 55% of the salary and ERE expense of our Field Trainer, as well as related travel and supply costs. This position is crucial to both limited and general jurisdiction staff and aids in effective caseload management through staff education and greater utilization of available automation systems.

A portion of the requested funding will be used for travel and training costs for our Caseflow Manager participant and also non-employee costs that include ACAP device fees for most court personnel.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

- REDUCTION IN TIME FROM CASE FILING TO CASE DISPOSITION FROM FY16 TO FY17;
- DEVELOPING AND IMPLEMENTING A TRAINING MANUAL FOR THE LIMITED JURISDICTION COURTS TO ASSIST IN A MORE UNIFORM WORKFLOW PROCESS;
- PROVIDE LOCAL TRAINING FOR ALL APACHE COUNTY COURTS AND COMPLY WITH ALL AZTEC FIELD TRAINER MEETINGS AND ROLLOUTS;
- GREATER USE OF TECHNOLOGY IN LIMITED JURISDICTION COURTS, INCLUDING UTILIZING VIDEO CONFERENCING FOR INITIAL APPEARANCES AND THE ONBASE ROLLOUT; AND
- CONTINUED DATA CLEAN-UP IN ALL APACHE COUNTY COURTS.

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE).

| | | |
|--------------------------------------|-----------|-----------------------------|
| PERSONNEL | \$ | <u>151,567.32</u> |
| PROFESSIONAL SERVICES | \$ | <u> </u> |
| TRAVEL | \$ | <u>5,500.00</u> |
| OTHER OPERATING (SUPPLIES) | \$ | <u>500.00</u> |
| OFFICE EQUIPMENT | \$ | <u> </u> |
| COMPUTER EQUIPMENT (ACAP DEVICE FEE) | \$ | <u>55,000.00</u> |
| TOTAL | \$ | <u>212,567.32</u> |

PLEASE ENTER THE PORTION FROM THE ABOVE WHICH YOU ARE USING TO SUPPLANT COSTS THAT WERE PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS IN THE PRIOR YEAR. (SESSION LAW IN CURRENT YEAR SUSPENDING SUPPLANT CLAUSE IN A.R.S. 12-102.02 AND 12-102.03). IF NOT APPLICABLE, PLEASE PUT N/A.

\$ N/A

| E. BUDGET (CLERK OF THE COURT) | | |
|--|----|------------|
| PERSONNEL | \$ | |
| PROFESSIONAL SERVICES | \$ | |
| TRAVEL | \$ | |
| OTHER OPERATING | \$ | |
| OFFICE EQUIPMENT/FURNITURE | \$ | |
| COMPUTER EQUIPMENT | \$ | |
| TOTAL | \$ | .00 |
| PLEASE ENTER THE PORTION FROM THE ABOVE WHICH YOU ARE USING TO SUPPLANT COSTS THAT WERE PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS IN THE PRIOR YEAR. (SESSION LAW IN CURRENT YEAR SUSPENDING SUPPLANT CLAUSE IN A.R.S. 12-102.02 AND 12-102.03). IF NOT APPLICABLE, PLEASE PUT N/A. | | \$ N/A |

| F. BUDGET (JUSTICE COURT) | | |
|--|----|------------------|
| PERSONNEL | \$ | 15,334.01 |
| PROFESSIONAL SERVICES | \$ | |
| TRAVEL | \$ | |
| OTHER OPERATING | \$ | |
| OFFICE EQUIPMENT | \$ | |
| COMPUTER EQUIPMENT | \$ | |
| TOTAL | \$ | 15,334.01 |
| PLEASE ENTER THE PORTION FROM THE ABOVE WHICH YOU ARE USING TO SUPPLANT COSTS THAT WERE PREVIOUSLY FUNDED BY LOCAL OR COUNTY FUNDS IN THE PRIOR YEAR. (SESSION LAW IN CURRENT YEAR SUSPENDING SUPPLANT CLAUSE IN A.R.S. 12-102.02 AND 12-102.03). IF NOT APPLICABLE, PLEASE PUT N/A. | | \$ N/A |

G. PERSONNEL EXPENDITURE DETAIL

SUPERIOR COURT

| Number of Positions | Position Description (use additional sheets if necessary) | Salary Amount (Include ERE) |
|----------------------------|--|------------------------------------|
| 0.88 FTE | Judge Pro Tem [S-\$83,600.00; ERE-\$16,051.48] | \$ 99,651.48 |
| 0.54 FTE | AZTEC Field Trainer [S-\$20,490.06; ERE-\$10,796.95] | \$ 31,287.01 |
| 0.40 FTE | Bailiff [S-\$14,966.45; ERE-\$5,662.38] | \$ 20,628.83 |
| | | \$ |
| | | \$ |
| Total | | \$151,567.32 |

CLERK OF THE COURT

| Number of Positions | Position Description (use additional sheets if necessary) | Salary Amount (Include ERE) |
|----------------------------|--|------------------------------------|
| | N/A | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| Total | | \$.00 |

JUSTICE COURTS

| Number of Positions | Position Description (use additional sheets if necessary) | Salary Amount (Include ERE) |
|----------------------------|--|------------------------------------|
| 0.50 FTE | Justice Court Clerk I [S-\$10,181.33; ERE-\$5,152.68] | \$ 15,334.01 |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| Total | | \$ 15,334.01 |

H. EQUIPMENT EXPENDITURE DETAIL/OTHER OPERATING

SUPERIOR COURT

| Type of Equipment/Other Operating | Amount |
|---|---------------------|
| Travel [Field Trainer - \$2,500.00; Pro Tem - \$3,000.00] | \$ 5,500.00 |
| Supplies | \$ 500.00 |
| ACAP Device Fees | \$55,000.00 |
| | \$ |
| | \$ |
| Total | \$ 61,000.00 |

CLERK OF THE COURT

| Type of Equipment/Furniture/Other Operating | Amount |
|---|--------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| Total | \$.00 |

JUSTICE COURT

| Type of Equipment | Amount |
|-------------------|--------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| Total | \$.00 |

I. SIGNATURES OF SUBMITTING PARTIES

AGREE
 DISAGREE (ATTACH EXPLANATION)

AGREE
 DISAGREE (ATTACH EXPLANATION)

PRESIDING JUDGE SUPERIOR COURT

DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Michael Latham

PLEASE PRINT NAME

PLEASE PRINT NAME

AGREE
 DISAGREE (ATTACH EXPLANATION)

AGREE
 DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT

DATE

PRESIDING JUSTICE OF THE PEACE

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

AGREE
 DISAGREE (ATTACH EXPLANATION)

AN ELECTED JUSTICE OF THE PEACE

DATE

PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:

csdgrants@courts.az.gov

OR

ADMINISTRATIVE OFFICE OF THE COURTS

THEA WALSH, GRANT SPECIALIST

COURT SERVICES DIVISION


1501 W. WASHINGTON, SUITE 410

PHOENIX, AZ 85007

I. SIGNATURES OF SUBMITTING PARTIES

AGREE
 DISAGREE (ATTACH EXPLANATION)

AGREE
 DISAGREE (ATTACH EXPLANATION)



PRESIDING JUDGE SUPERIOR COURT

10/25/17
DATE

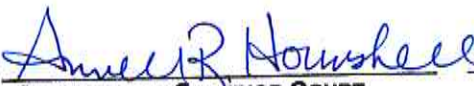
CHAIRMAN, BOARD OF SUPERVISORS DATE

Michael Latham
PLEASE PRINT NAME

PLEASE PRINT NAME

AGREE
 DISAGREE (ATTACH EXPLANATION)

AGREE
 DISAGREE (ATTACH EXPLANATION)



CLERK OF THE SUPERIOR COURT

11-13-17
DATE

PRESIDING JUSTICE OF THE PEACE DATE

Annel R. Hounshell
PLEASE PRINT NAME

PLEASE PRINT NAME

AGREE
 DISAGREE (ATTACH EXPLANATION)

AN ELECTED JUSTICE OF THE PEACE DATE

PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:

csdgrants@courts.az.gov

OR

ADMINISTRATIVE OFFICE OF THE COURTS
THEA WALSH, GRANT SPECIALIST
COURT SERVICES DIVISION
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007

I. SIGNATURES OF SUBMITTING PARTIES

AGREE
 DISAGREE (ATTACH EXPLANATION)

AGREE
 DISAGREE (ATTACH EXPLANATION)



PRESIDING JUDGE SUPERIOR COURT

10/25/17

DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

AGREE
 DISAGREE (ATTACH EXPLANATION)

AGREE
 DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT

DATE



PRESIDING JUSTICE OF THE PEACE

Oct 27, 2017

DATE

PLEASE PRINT NAME

Jay Kellumorse

PLEASE PRINT NAME

AGREE
 DISAGREE (ATTACH EXPLANATION)

AN ELECTED JUSTICE OF THE PEACE

DATE

PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:

csdgrants@courts.az.gov


OR

ADMINISTRATIVE OFFICE OF THE COURTS
THEA WALSH, GRANT SPECIALIST
COURT SERVICES DIVISION
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007

I. SIGNATURES OF SUBMITTING PARTIES

- AGREE
- DISAGREE (ATTACH EXPLANATION)

- AGREE
- DISAGREE (ATTACH EXPLANATION)



 PRESIDING JUDGE SUPERIOR COURT

10/25/17

 DATE

 CHAIRMAN, BOARD OF SUPERVISORS _____
 DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

- AGREE
- DISAGREE (ATTACH EXPLANATION)

- AGREE
- DISAGREE (ATTACH EXPLANATION)

 CLERK OF THE SUPERIOR COURT

 DATE

 PRESIDING JUSTICE OF THE PEACE _____
 DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

- AGREE
- DISAGREE (ATTACH EXPLANATION)

AN ELECTED JUSTICE OF THE PEACE

DATE
10.30.17


BUTCH L. GUARDIA

 PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:

csdgrants@courts.az.gov

OR

ADMINISTRATIVE OFFICE OF THE COURTS
 THEA WALSH, GRANT SPECIALIST
 COURT SERVICES DIVISION
 1501 W. WASHINGTON, SUITE 410
 PHOENIX, AZ 85007

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Probation Services

Date/Signature:

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

Change Juvenile Detention Manager position, Range 44, to Legacy Teen Center Regional Coordinator, Range 44. This change will not affect the budget nor cost the County or Probation additional funds.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

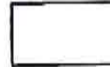
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



LEGACY TEEN CENTER REGIONAL COORDINATOR
Probation Services

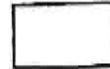
Effective Date:
Range: 44
Annual Salary: \$37,590 - \$56,385

NATURE OF WORK:

Under minimal supervision, coordinates activities and functions of designated programs for the Teen Legacy Centers, ensuring that goals and objectives specified for each program are accomplished and maintained in accordance with established priorities, time limitations, funding limitations or other specifications. Oversees, manages and performs a variety of tasks associated with the day-to-day operations, recruitment, training and evaluation of volunteers. Performs administrative and professional work of moderate difficulty in the development, organizing and support of program operations.

TYPICAL DUTIES:

- Develops and recommends new or revised program goals and objectives.
- Maintain existing and develop new partnerships as necessary for the sustainability of Legacy Teen Center programs, activities and events.
- Develop recruitment methods to attract volunteers
- Prepare or assists in preparation of proposal for funding and/or funding continuation from outside sponsors.
- Coordinates activities of program(s) with inter-related activities of other programs, departments or staff to ensure optimum efficiency and compliance with appropriate policies, procedures and specifications.
- Participate in general organizational activities and events.
- Confers with and advises staff, students and others to provide technical advice, problem solving assistance, answers to questions and program goals and policy interpretations; refers to appropriate department person when unable to respond.
- Prepares periodic reports, financial statements and records on program activities, progress, status or other special reports for management or outside agencies.
- Develops, compiles and writes communications and promotional literature for distribution such as newsletters, brochures or flyers; coordinates process from development through printing and distribution.
- Develops and facilitates workshops, meetings, or conferences; coordinates logistics, scheduling and participant communications.
- Interacts and maintains liaison with students, faculty, staff and outside/community agencies in facilitating program objectives.
- Other duties as assigned.



KNOWLEDGE, SKILLS AND ABILITIES:

Working knowledge of:

- Trends and practices in volunteer recruitment and retention.
- Knowledge of principles of strategic and program planning.
- Ability to identify and maintain strategic plans, including long and short range goals and objectives.
- Grant preparation, data collection, and financial reporting.

Ability to:

- Promote community awareness of the program through outreach efforts, including speaking engagements, social media, development of brochures, media releases and representing the program at community events.
- Work rotating shifts, including evenings and/or weekends as required.
- Make decisions and solve problems of the day-to-day facility operations
- Establish and maintain working relationships with employees, community organizations, and other agencies.
- Communicate effectively verbally and in writing.
- Handle confidential and sensitive information with tact and discretion.
- Prepare clear, accurate, comprehensive reports and maintain complex records.
- Must be detail oriented and possess strong interpersonal skills

MINIMUM QUALIFICATIONS:

This position requires a minimum of 4 years administrative/coordinator program experience; or, any equivalent combination of experience and/or education from which comparable knowledge, skills, and abilities have been achieved. Must possess and maintain a valid Arizona driver's license. Successfully complete a background investigation, to include no felony convictions. Shall be required to successfully complete psychological or other examinations or tests to include drug testing, finger printing and physical or stress test prior to and/or during employment.

Additional Requirements:

- Arizona Committee on Judicial Education and Training (COJET) yearly accreditation is required.
- Employees are required to obtain certification in CPR, First Aid, Van Safety and Handle with Care, within the first six (6) months of employment.
- Employees are required to maintain all certifications as stated above.



Disclaimer:

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required to employees assigned to this job.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 11/2/17 Angela C. Romero

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

- 1. Request approval of the Canvass of the November 7, 2017 Special Election.

BOS Meeting Date Requested 11/21/17

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: Submitted to Board of Supervisors

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



**BOARD OF SUPERVISORS
OF APACHE COUNTY**

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

TOM M. WHITE, JR.
VICE-CHAIR OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

BARRY WELLER
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

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

I, Angela C. Romero, Apache County Elections Director, do hereby certify that the foregoing Summary of Votes Cast is a true, correct and complete tabulation of the votes cast at the Special Election held in Apache County, State of Arizona on the 7th day of November, 2017, showing the name of each candidate and the number of votes each candidate received, or the title of each ballot measure and the number of votes for and against in said election.



Angela C. Romero
Elections Director



Date

The attached nine (9) pages reflect the results of the November 7, 2017 Special Election. For those offices to be canvassed by the Apache County Board of Supervisors, these results are hereby approved by the Board as the Official Canvass of the November 7, 2017 Special Election.

APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

Joe Shirley, Jr.
Chairman of the Board

ATTEST:

Ryan Patterson
Interim Clerk of the Board

SUMMARY REPORT

SPECIAL ELECTION
APACHE COUNTY, STATE OF ARIZONA
NOVEMBER 7, 2017

OFFICIAL RESULTS

RUN DATE:11/08/17 08:32 AM

REPORT-EL45

PAGE 001

VOTES PERCENT

| | | | |
|---------------------------|-----------|-------|-------|
| PRECINCTS COUNTED (OF 7) | | 0 | |
| REGISTERED VOTERS - TOTAL | | 4,266 | |
| BALLOTS CAST - TOTAL | | 1,703 | |
| BALLOTS CAST - BLANK | | 3 | .18 |
| VOTER TURNOUT - TOTAL | | | 39.92 |
| VOTER TURNOUT - BLANK | | | .07 |

RVUSD Budget Override
(VOTE FOR) 1

| | | | |
|-----|-----------|-------|-------|
| YES | | 1,055 | 62.06 |
| NO. | | 645 | 37.94 |

DISTRICT CANVASS

PRINTED 11/08/17, 08:53 AM

PAGE 001.001.01

| | R V | B C | T P | RVUSD Budget Override | |
|--------------------------|----------|----------|-----------|-----------------------|---------|
| | E O | A A | U E | | |
| | G T | L S | R R | | |
| | I E | L T | N C | | |
| | S R | O T | O E | Y | N |
| | T S | S | U N | E | O |
| | E | | T T | S | |
| | R | | A | (NON) | (NON) |
| | E | | G | | |
| | D | | E | | |
| <u>7 PRECINCTS</u> | | | | | |
| 0001 16 Eagar 16.1 / 16. | 1182 | 478 | 40.44 | 322 | 156 |
| 0002 17 Flat Top 17.1 - | 882 | 369 | 41.84 | 238 | 131 |
| 0003 25 Greer 25.1 - 25. | 153 | 69 | 45.10 | 25 | 44 |
| 0004 45 Nutrioso 45.1 / | 331 | 150 | 45.32 | 59 | 91 |
| 0005 59 Round Valley 59. | 728 | 297 | 40.80 | 195 | 102 |
| 0006 70 Springerville 70 | 982 | 335 | 34.11 | 215 | 118 |
| 0007 82 Vernon 82.6 | 8 | 5 | 62.50 | 1 | 3 |
| GRAND TOTALS | 4266 | 1703 | 39.92 | 1055 | 645 |

RUN DATE:11/08/17 08:40 AM

REPORT-EL30A PAGE 0001-01

0001 16 Eagar 16.1 / 16.2

| | TOTAL VOTES | % | ELEC DAY |
|-------------------------------------|-------------|-------|----------|
| REGISTERED VOTERS - TOTAL | 1,182 | | |
| BALLOTS CAST - TOTAL | 478 | | 478 |
| BALLOTS CAST - BLANK | 0 | | 0 |
| VOTER TURNOUT - TOTAL | | 40.44 | |
| VOTER TURNOUT - BLANK | | | |

RVUSD Budget Override
(VOTE FOR) 1

| | | | |
|-----------------|-----|-------|-----|
| YES | 322 | 67.36 | 322 |
| NO. | 156 | 32.64 | 156 |
| Total | 478 | | 478 |

RUN DATE:11/08/17 08:40 AM

REPORT-EL30A PAGE 0002-01

0002 17 Flat Top 17.1 - 17.4

| | TOTAL VOTES | % | ELEC DAY |
|-------------------------------------|-------------|-------|----------|
| REGISTERED VOTERS - TOTAL | 882 | | |
| BALLOTS CAST - TOTAL | 369 | | 369 |
| BALLOTS CAST - BLANK | 0 | | 0 |
| VOTER TURNOUT - TOTAL | | 41.84 | |
| VOTER TURNOUT - BLANK | | | |

RVUSD Budget Override
(VOTE FOR) 1

| | | | |
|-----------------|-----|-------|-----|
| YES | 238 | 64.50 | 238 |
| NO. | 131 | 35.50 | 131 |
| Total | 369 | | 369 |

RUN DATE:11/08/17 08:40 AM

REPORT-EL30A PAGE 0003-01

0003 25 Greer 25.1 - 25.3

| | TOTAL VOTES | % | ELEC DAY |
|-------------------------------------|-------------|-------|----------|
| REGISTERED VOTERS - TOTAL | 153 | | |
| BALLOTS CAST - TOTAL | 69 | | 69 |
| BALLOTS CAST - BLANK | 0 | | 0 |
| VOTER TURNOUT - TOTAL | | 45.10 | |
| VOTER TURNOUT - BLANK | | | |

RVUSD Budget Override

(VOTE FOR) 1

| | | | |
|-----------------|----|-------|----|
| YES | 25 | 36.23 | 25 |
| NO. | 44 | 63.77 | 44 |
| Total | 69 | | 69 |

RUN DATE:11/08/17 08:40 AM

REPORT-EL30A PAGE 0004-01

0004 45 Nutrioso 45.1 / 45.2

| | TOTAL VOTES | % | ELEC DAY |
|-------------------------------------|-------------|-------|----------|
| REGISTERED VOTERS - TOTAL | 331 | | |
| BALLOTS CAST - TOTAL | 150 | | 150 |
| BALLOTS CAST - BLANK | 0 | | 0 |
| VOTER TURNOUT - TOTAL | | 45.32 | |
| VOTER TURNOUT - BLANK | | | |

RVUSD Budget Override
(VOTE FOR) 1

| | | | |
|-----------------|-----|-------|-----|
| YES | 59 | 39.33 | 59 |
| NO. | 91 | 60.67 | 91 |
| Total | 150 | | 150 |

RUN DATE:11/08/17 08:40 AM

REPORT-EL30A PAGE 0005-01

0005 59 Round Valley 59.1 - 59.5

| | TOTAL VOTES | % | ELEC DAY |
|-------------------------------------|-------------|-------|----------|
| REGISTERED VOTERS - TOTAL | 728 | | |
| BALLOTS CAST - TOTAL | 297 | | 297 |
| BALLOTS CAST - BLANK | 0 | | 0 |
| VOTER TURNOUT - TOTAL | | 40.80 | |
| VOTER TURNOUT - BLANK | | | |
| RVUSD Budget Override | | | |
| (VOTE FOR) 1 | | | |
| YES | 195 | 65.66 | 195 |
| NO. | 102 | 34.34 | 102 |
| Total | 297 | | 297 |

RUN DATE:11/08/17 08:40 AM

REPORT-EL30A PAGE 0006-01

0006 70 Springerville 70.1 / 70.2

| | TOTAL VOTES | % | ELEC DAY |
|-------------------------------------|-------------|-------|----------|
| REGISTERED VOTERS - TOTAL | 982 | | |
| BALLOTS CAST - TOTAL | 335 | | 335 |
| BALLOTS CAST - BLANK | 2 | .60 | 2 |
| VOTER TURNOUT - TOTAL | | 34.11 | |
| VOTER TURNOUT - BLANK | | .20 | |

RVUSD Budget Override

(VOTE FOR) 1

| | | | |
|-----------------|-----|-------|-----|
| YES | 215 | 64.56 | 215 |
| NO. | 118 | 35.44 | 118 |
| Total | 333 | | 333 |

RUN DATE:11/08/17 08:40 AM

REPORT-EL30A PAGE 0007-01

0007 82 Vernon 82.6

| | TOTAL VOTES | % | ELEC DAY |
|-------------------------------------|-------------|-------|----------|
| REGISTERED VOTERS - TOTAL | 8 | | |
| BALLOTS CAST - TOTAL | 5 | | 5 |
| BALLOTS CAST - BLANK | 1 | 20.00 | 1 |
| VOTER TURNOUT - TOTAL | | 62.50 | |
| VOTER TURNOUT - BLANK | | 12.50 | |

RVUSD Budget Override

(VOTE FOR) 1

| | | | |
|-----------------|---|-------|---|
| YES | 1 | 25.00 | 1 |
| NO. | 3 | 75.00 | 3 |
| Total | 4 | | 4 |

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 11/7/17 Angela C. Romero

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

- 1. Discussion and possible approval to dispose of 234 unusable voter booths by donating them to the Fort Defiance Agency Election Office/Navajo Election Administration.

BOS Meeting Date Requested 11/21/17

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review: Submitted to Doyle Shamley

Signature:

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

BOARD ACTION TAKEN

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

ELECTION DEPARTMENT

To: Apache County Board of Supervisors

From: Angela Romero

Date: 11/7/17

Re: Pro/Con Statement regarding disposal of 234 voter booths

PRO STATEMENTS:

1. The voter booths will be used for what they were intended for.
2. Voter booths have no election information stored on them.

CON STATEMENTS:

1. Voter booths are outdated, heavy, some need repairs.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name:

DISTRICT 2

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

Apache County District 2 to trade with Ganado Chapter House a 2001 Caterpillar 140H, VIN 2ZK06577 for the 2.36 acres parcel of land located on the Ganado Chapter Tract.

Date & Time Needed:

Tuesday, November 7, 2017

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. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board

Beth Bond

From: Gabriel Freeland
Sent: Thursday, November 2, 2017 6:09 AM
To: Ryan Patterson; Michael Whiting; Joe Young
Cc: Ferrin Crosby; Kendra Tso; Beth Bond; Glenn Joy; Brian Hounshell
Subject: BOS Agenda Item (Grader trade Ganado land)
Attachments: Scanned- AC BOS Resolution Grader trade to Ganado 2017.pdf

Ryan, Michael & Joe,

Attached is our BOS agenda item for review and inclusion in the BOS meeting on November 7, 2017. This item pertains to the donation of a 2001 Grader to Ganado Chapter for an additional 2.36 acres of land next to our current Ganado District 2 office. Supervisor Shepherd would like to move forward and start to coordinate with the Chapter and the Navajo Nation to finalize the donation of the grader. If you have any questions, please call me at (928) 206-0313. Thank you.

Sincerely,
Gabriel A. Freeland

APACHE COUNTY DISTRICT 2
GABRIEL FREELAND, DISTRICT MANAGER



GANADO DISTRICT OFFICE
TELE: (928) 755-3001
FAX: (928) 755-3226

FORT DEFENCE OFFICE
TELE: (928) 729-2141
FAX: (928) 729-2147

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



Ryan Patterson, INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

**A RESOLUTION AUTHORIZING THE PURCHASE OF REAL
PROPERTY
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 Apache County Parcel II Tract Dist. 17, Navajo nation, being vacant land adjacent to the Ganado Chapter complex of approximately 2.36 acres; and

Whereas, Apache County District II has need to expand the Apache County road yard in Ganado; and

Whereas, the Apache County District II possesses a 2001 Caterpillar 140-H VIN 2ZK06577 with an appraised value of \$51,000.00; and

Whereas, the Ganado Chapter has expressed desire to purchase or trade for the County owned 2001 Caterpillar.

IT IS THEREFORE RESOLVED that Apache County District II Trade with Ganado Chapter House a 2001 Caterpillar 140-H VIN 2ZK06577 for the 2.36-acre parcel of land located on the Ganado Chapter Tract

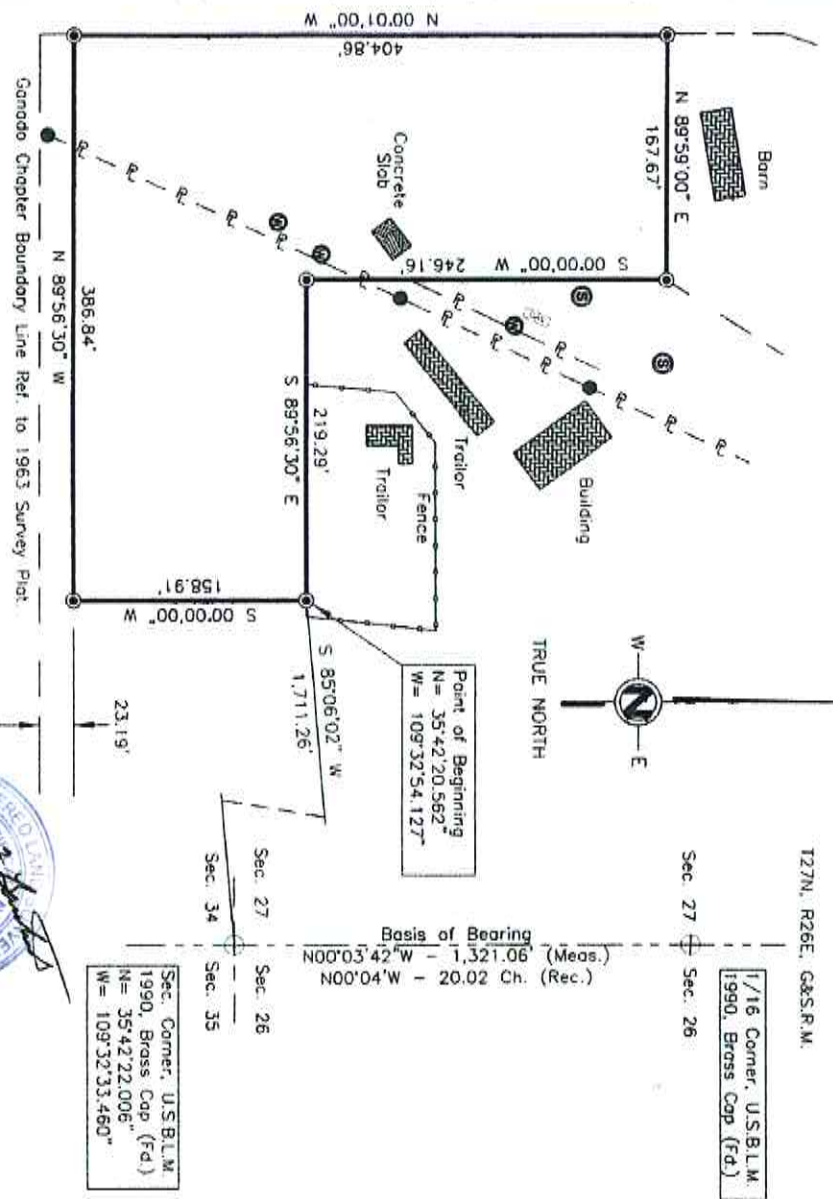
Approved this 7th day of November, 2017.

Joe Shirley, Jr., Chairman of the Board

Attest:

Ryan Patterson
Interim Clerk of the Board

NOTES:
 1. Basis of Bearing is the Southeast Quarter, East Section Line of Section 27, T27N, R26E, G&S.R.M., as shown on U.S.B.L.M. Survey Plat and refer to TRUE NORTH.
 2. All ground distances around tract. (Measured)
 3. Latitude and Longitude are in (WGS-84) for navigation only.



CERTIFICATION OF SURVEY:
 I HEREBY CERTIFY THAT THE PLAT WAS PREPARED FROM NOTES OF ACTUAL SURVEYS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION MADE IN THE FIELD AND THAT THE REPRESENTATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Melvin F. Bautista
 MELVIN BAUTISTA, ARIZONA, U.C. NO. 13969



LEGAL DESCRIPTION

A parcel of land situated within the Southeast Quarter of Section 27 and Northeast Quarter of Section 34, T27N, R26E, G&S.R.M., Ganocho, Apache County, Arizona and within the Ft. Defiance Agency, District 17, being more particularly described as follows:

Commencing at the Southeast Section Corner of said Section 27, T27N, R26E, G&S.R.M. a found U.S.B.L.M., Brass Cap dated 1990;
 THENCE S 65° 06' 02" W for a distance of 1,711.26 feet to a 1/2" rebar (Set) being the Point of Beginning;

THENCE S 00° 00' 00" W for a distance of 158.91 feet to a 1/2" rebar (Set);

THENCE N 89° 56' 30" W for a distance of 386.84 feet to a 1/2" rebar (Set);

THENCE N 00° 01' 00" W for a distance of 404.86 feet to a 1/2" rebar (Set);

THENCE N 89° 59' 00" E for a distance of 167.67 feet to a 1/2" rebar (Set);

THENCE S 00° 00' 00" W for a distance of 246.16 feet to a 1/2" rebar (Set);

THENCE S 89° 56' 30" E for a distance of 219.29 feet to the Point of Beginning.

Containing 2.36 acre(s) more or less in area and being subject to any and all existing easements for underground utilities located thereon.

Surveyed: March 27, 2016

LEGEND

- — — = Waterline
- ⊕ = U.S.B.L.M. & U.S.G.L.O.S. Brass Cap (Fcd) (Rec.) = Record of B.L.M.
- ⊙ = 1/2" Rebar (Set) (Meas.) = Measure in Field
- = Power Pole
- ⊖ = Sewer Manhole
- ⊕ = Water Value
- ⊖ = Gas Value



Apache County Parcel II Tract
 Dist. 17, Navajo Nation
 SE/4 of Sec. 27 & NE/4 OF Sec. 34
 T27N, R26E, G&S.R.M.
 Ganocho, Apache County, Arizona

VEHICLE PURCHASE AGREEMENT

1. THE PARTIES TO THIS CAR SALES AGREEMENT ARE:

1.1 THE SELLER:

Apache County

Physical Address:

1.2 THE BUYER:

Navajo Nation, Ganado Chapter

Physical Address:

2. THE OBJECT OF THE SALE IS:

The following vehicles:

2001 Cat 140-H Grader, VIN 2ZK06577

3. WARRANTY:

The Seller warrants that at the date of signature of this agreement there are no licensing fees or fines or other penalties outstanding against the registration of the vehicle sold in terms of this agreement. The Seller expressly disclaims any other warranties, and Buyer understands that no warranties, whether express or implied, shall apply to the vehicles constituting the subject matter of this agreement.

4. NO WARRANTIES OR GUARANTEES:

The Seller or his/her agent gives no warranty or guarantee other than those specified in Section 3. Buyer agrees that there are no warranties, either express or implied, and Buyer specifically agrees that it shall not seek compensation from Seller for any reason due to any defect or disorder associated with the vehicle. Buyer agrees to indemnify Seller should the vehicle present any issue of liability to Buyer, Seller, or any third party.

5. DISCLAIMER:

5.1 The vehicle is sold "As-Is" and the seller shall not be liable for any defects, patent, latent or otherwise.

5.2 The Buyer admits having inspected the vehicle to his/her satisfaction and that no guarantees or warranties of any nature were expressed or implied by the Seller or his/her agent regarding its condition or quality.

6. PURCHASE PRICE:

6.1 In exchange for the vehicle described in this Agreement, Buyer agrees to include additional land in that certain lease [DESCRIBE GANADO LEASE], as more fully described in Exhibit A attached hereto. A waiver of any and all warranties is an express aspect of the consideration for the purchase of the vehicles.

6.4 The vehicle will only be delivered to the Buyer once all lease amendments are fully approved and executed.

7. POSSESSION AND TRANSFER OF RISK:

The Risk passes to the Buyer once the Buyer or his/her agent receives the keys to the vehicles or takes possession of any of the vehicles.

Signed at _____ on this _____ day of _____ 20____

SELLER: _____

1. WITNESS _____

2. WITNESS _____

BUYER: _____

1. WITNESS _____

2. WITNESS _____

**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 _____

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 _____