

RESOLUTION NO. 96 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Granting a Utility Easement to Arizona Public Service Company

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to regulate the use and disposition of all land within the jurisdiction of the Tribe and to veto the disposition, lease or encumbrance of tribal lands made without the consent of the Tribe; as provided by Article V (e) and (f), respectively, of the Constitution; and
- WHEREAS:** The Nation is the owner in fee title of Yavapai County Tax Parcel No. 400-05-009E, a parcel of land located in Clarkdale, Arizona (“Nation’s Fee Parcel”)
- WHEREAS:** John Scott Barnett and Jodi Paige Molever (“Barnett-Molever”), are the owners of Yavapai-County Tax Parcel No. 400-05-016E, a parcel of land adjacent to the Nation’s Fee Parcel (“Barnett-Molever Parcel”); and
- WHEREAS:** Barnett-Molever and Arizona Public Service Company (“APS”) have requested that the Nation grant to APS a utility easement over the Nation’s Fee Parcel and extending to the Barnett-Molever Parcel for the provision of electricity to said Parcel; and
- WHEREAS:** The Council has considered the request from Barnett-Molever and APS for a utility easement and has reviewed the form of Utility Easement, drawing and legal description attached to this Resolution as **Exhibit A**, and the Council has determined that approval of the request from Barnett-Molever and APS for a utility easement, and authorization for execution and acceptance of the Utility Easement, in the form attached to this resolution as **Exhibit A**, is in the best interests of the Nation.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby approves and grants a Utility Easement to Arizona Public Service Company in accordance with the form of Utility Easement, drawing and legal description attached to this Resolution as **Exhibit A**.

BE IT FURTHER RESOLVED that the Council hereby authorizes the Nation, acting through the Council’s Chairman or Vice-Chairwoman, to execute the attached Utility Easement from the Nation to Arizona Public Service Company, as set out in the attached form of easement, drawing and legal description.

BE IT FINALLY RESOLVED that the Chairman, and Vice-Chairwoman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on June 8 2022, by a vote of 6 6 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

Jon Huey
Jon Huey, Chairman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:

Scott Canty
Office of the Attorney General

EXHIBIT A

Utility Easement – Arizona Public Service Company

June 8, 2022

SW-19-16N-3E
NW-30-16N-3E

APN: 400-05-009E
NWC-22-26
WA646669
JBC/AJS

UTILITY EASEMENT

YAVAPAI-APACHE NATION, a federally recognized Indian Tribe (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises, shown as "Easement Area" on Exhibit B, to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

Grantor specifically reserves the entirety of its jurisdiction, as it exists on the date of this Grant of Utility Easement and as it may exist in the future, over the land burdened by the Utility Easement. Nothing contained herein shall be construed as or shall act as a waiver by Grantor of any jurisdiction or other right Grantor would otherwise exercise over the land to be burdened by the Utility Easement. The grant of Utility Easement consented to hereunder shall not diminish nor be construed to diminish to any extent: (a) the Grantor's jurisdiction, whether civil, criminal, or regulatory, over the land subject to, and any person or activity within, the Easement Premises; (b) the Grantor's authority to enforce tribal law of general or particular application on the land subject to and within the Easement Premises, as if there were no grant of easement; (c) the Grantor's inherent sovereign power to exercise civil jurisdiction over non-members on Indian Land; or (d) the character of the land subject to the Utility Easement, whether now or in the future, as Indian Country under 18 U.S.C. §1151.

IN WITNESS WHEREOF, YAVAPAI-APACHE NATION, has caused this Utility Easement to be executed by its duly authorized representative, this 8th day of June, 2022.

YAVAPAI-APACHE NATION

By: TANYA M. LEWIS
Printed Name

Its: VICE CHAIRPERSON
Title

[Handwritten Signature]
Signature

STATE OF Arizona }
County of Yavapai } ss.

This instrument was acknowledged before me this 8th day of June, 2022 by Tanya M Lewis of YAVAPAI-APACHE NATION.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Karla Reimer
Notary Public Signature

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY AS RECORDED IN BOOK 3319, PAGE 620 Y.C.R.

PARCEL II;

A tract of land in the South Half of the South Half of Section 19 and in the Northeast Quarter of the Northwest Quarter of Section 30, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona:

BEGINNING at the Southeast corner of Section 19 (a found Arizona Highway Department brass cap in cast iron hand hole) from which the quarter common to SECTIONS 19 and 30 (a found 3" brass cap in 4" pipe and concrete stamped Dr. Morgan Johnson – PE 4603 – 1967 – Phoenix Consulting Eng.) bears South 89 Degrees, 57 Minutes, 43 Seconds West, 2638.05 feet;

Thence North 88 Degrees, 51 Minutes, 15 Seconds West, 1229.26 feet (record North 89 Degrees, 22 Minutes, 30 Seconds West, 1228.80 feet) to the center of a cul-de-sac at the West end of Azurite Way - Verde Panorama Subdivision (Book 19 of Maps and Plats, Page 47);

Thence North 10 Degrees, 31 Minutes, 15 Seconds East, 50.00 feet (record North 10 Degrees, 00 Minutes, 00 Seconds East, 50.00 feet) to a set 1/2" rebar with plastic cap "LS 25384" and the TRUE POINT OF BEGINNING;

Thence along the cul-de-sac right-of-way of Azurite Way and a curve to the left having a central angle of 92 Degrees, 36 Minutes, 11 Seconds, a radius of 50.00 feet, a length of 80.81 feet, and a chord bearing South 54 Degrees, 13 Minutes, 10 Seconds West, 72.30 feet (record central angel of 144 Degrees, 59 Minutes, 10 Seconds, radius of 50.00 feet, and length of 90.32 feet) to a found 1" O.D. pipe;

Thence along the North boundary of Verde Panorama, North 82 Degrees, 37 Minutes, 52 Seconds West, 796.65 feet (record North 83 Degrees, 07 Minutes, 00 Seconds West, 796.76 feet to a found 1" O.D. pipe;

Thence continuing along the North boundary of Verde Panorama – South 85 Degrees, 46 Minutes, 49 Seconds West, 1278.19 feet (record South 85 Degrees, 18 Minutes, 00 Seconds West 1278.61 feet) to a found 1" O.D. pipe;

Thence continuing along the westerly boundary of Verde Panorama – South 04 Degrees, 58 Minutes, 56 Seconds East, 153.50 feet (record South 05 Degrees, 28 Minutes, 00 Seconds East, 153.72 feet) to a set 1/2" rebar with plastic cap "LS 25384";

Thence along the North boundary of Turquoise Way – South 85 Degrees, 07 Minutes, 21 Seconds West, 49.99 feet (record South 84 Degrees, 32 Minutes, 00 Seconds West, 50.00 feet) to a found 1/2" rebar with plastic cap "LS 16536";

Thence North 87 Degrees, 58 minutes, 58 Seconds West, 206.63 feet (record North 88 Degrees, 21 Minutes, 00 Seconds West, 206.67 feet) to a found 1/2" rebar with plastic cap "LS 16536";

Thence North 02 Degrees, 39 Minutes, 37 Seconds East, 82.80 feet (record North 01 Degrees, 39 Minutes, 00 Seconds East) to a found 1/2" rebar with brass tag "LS 4491";

Thence North 02 Degrees, 33 Minutes, 41 Seconds East, 26.74 feet (record North 01 Degrees, 39 Minutes, 00 Seconds East) to a found 4 1/2" O.D. pipe;

Thence North 24 Degrees, 55 Minutes, 52 Seconds East, 966.95 feet (record North 24 Degrees, 25 Minutes, 00 Seconds East 967.00 feet) to a found 1/2" rebar with plastic cap "LS 4491";

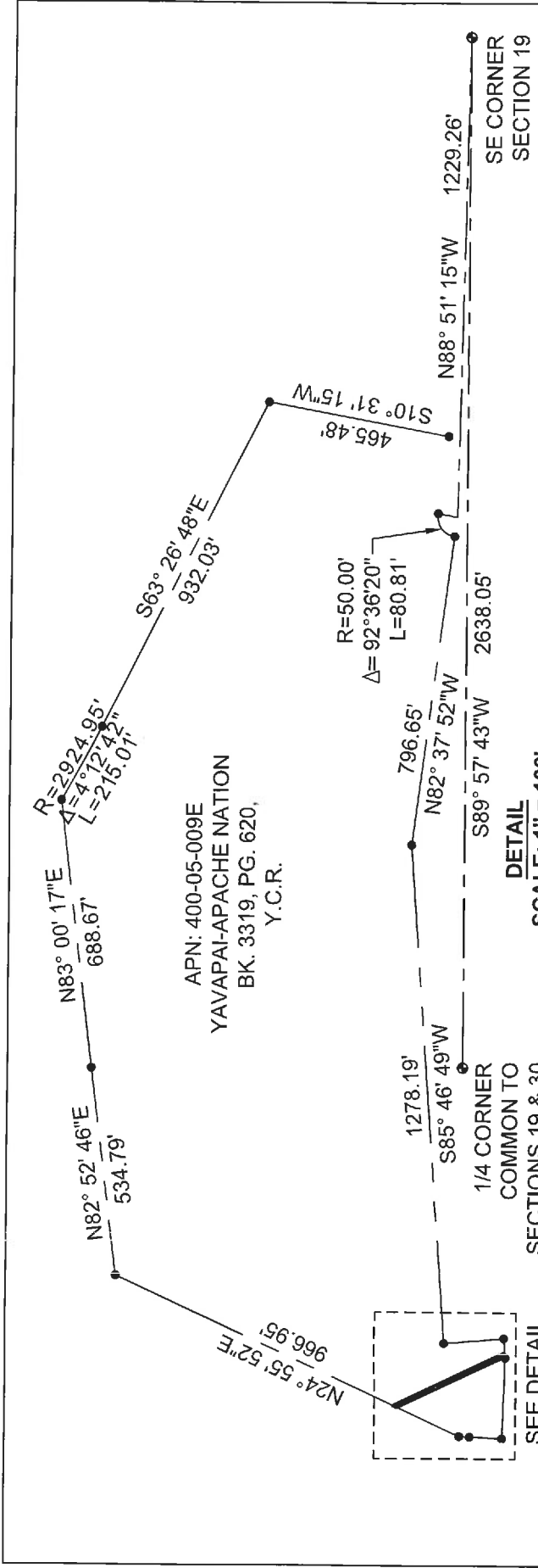
Thence North 82 Degrees, 52 Minutes, 46 Seconds East, 534.79 feet (record North 83 Degrees, 27 Minutes, 35 Seconds East, 534.81 feet) to a found 5/8 rebar with plastic cap "RLS 13015";

Thence North 83 Degrees, 00 Minutes, 17 Seconds East, 688.67 feet (record North 83 Degrees, 27 Minutes, 35 Seconds East, 689.00 feet) to a set 1/2" rebar with plastic cap "LS 25384";

Thence along the southerly right-of-way of Cement Plant Road and a curve to the left having a central angle of 04 Degrees, 12 Minutes, 42 Seconds, a radius of 2924.95 feet, a length of 215.01 feet and a chord bearing South 61 Degrees, 15 Minutes, 08 Seconds East, 214.96 feet (record radius of 2924.95 feet) to a set 1/2" rebar with plastic cap "LS 25384";

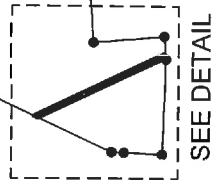
Thence South 63 Degrees, 26 Minutes, 48 Seconds East, 932.03 feet (record South 64 Degrees, 05 Minutes, 00 Seconds East) to a set 1/2" rebar with plastic cap "LS 25384";

Thence South 10 Degrees, 31 Minutes, 15 Seconds West, 465.48 feet (record South 10 Degrees, 00 Minutes, 00 Seconds West, 461.80 feet) to the TRUE POINT OF BEGINNING.



APN: 400-05-009E
 YAVAPAI-APACHE NATION
 BK. 3319, PG. 620,
 Y.C.R.

DETAIL
 SCALE: 1" = 100'

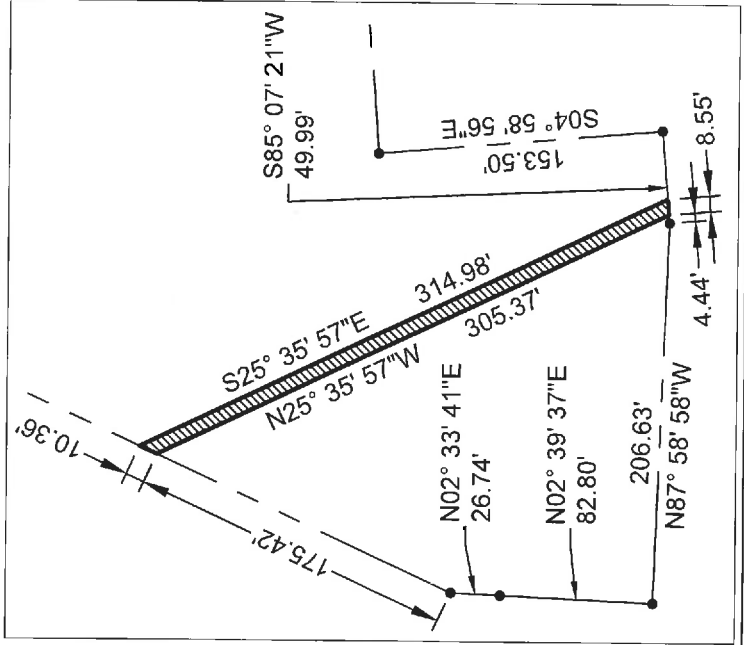


SEE DETAIL

aps EXHIBIT "B"

Page 6 of 6

JOB #	WA646669	DATE:	5/12/2022
SW1/4	SEC 19	T16N	R3E
NW1/4	SEC 30	T16N	R3E
SCALE:	1"=400'	INDEX:	NWC-22-26
R/W:	JOE COMBS		
SURVEY:	M.CHEE		
DRAWN BY:	M.CHEE		
			SHEET 1 OF 1



LEGEND

- EASEMENT AREA
- MONUMENT LINE
- PROPERTY LINE
- PROPERTY CORNER
- MONUMENT
- Y.C.R.
- APN
- R/W
- YAVAPAI COUNTY RECORDER
- ASSESSORS PARCEL NUMBER
- RIGHT OF WAY