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NAVAJO COUNTY BOARD OF SUPERVISORS

Governmental Complex
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(520) 524-4000 FAX (520) 524-4239



112
**MICROFILMED
INDEXED**

JUDY JONES
Clerk of the Board

EDWARD J. KOURY
County Manager

RESOLUTION NO. 01-96

RESOLUTION OF ACCEPTANCE OF THE UNITED STATES FOREST SERVICE (USFS) FOREST DEVELOPMENT ROUTE 9716, IN THE PINEDALE AREA ON BEHALF OF THE GENERAL PUBLIC

WHEREAS, the citizens living at the end of the Forest Service Road leading to Capps Ranch have an existing United States Forest Service Special Use Permit; and

WHEREAS, they have been working with the Forest Service to convert this permit into a public road easement for development of their land; and

WHEREAS, the U.S. Forest Service has provided a public road easement, as attached, for 3330 lineal feet of roadway that connects to private property; and

WHEREAS, acceptance by signing this easement, on behalf of the public, by the Navajo County Board of Supervisors, will allow the general citizenry to use the road, and will allow the local citizens to access and develop their property.

NOW, THEREFORE, BE IT RESOLVED, that the Navajo County Board of Supervisors does accept the USFS Road Easement for Forest Development Route 9716, in the Pinedale Area, on behalf of the general public so they can legally travel thereon.

NOW, BE IT FURTHER RESOLVED, that acceptance of such easement does in no way obligate the expenditure of county funds for maintenance or improvement of the road.

ADOPTED this 2nd day of January, 1996.

ATTEST:

Percy Deal, Chairman
Navajo County Board of Supervisors

Judy Jones, Clerk of the Board

NAVAJO COUNTY, JAY TURLEY - COUNTY RECORDER BY: BOARD OF SUPERVISORS NAVA
DATE: 01/03/1996 TIME: 10:20 PAGE #: 0001 OF 0008 FEE #: 1996 112 **

PUBLIC ROAD EASEMENT
FDR 9716

THIS EASEMENT, dated this 18th day of December, 1995, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Navajo County Board of Supervisor's hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Navajo, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the following described lands in the County of Navajo, State of Arizona :

As described on the attached Exhibit "A", attached hereto and made a part hereof.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

NAVAJO COUNTY, JAY TURLEY - COUNTY RECORDER BY: BOARD OF SUPERVISORS NAVA
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2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. The design and construction of the highway project situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor.
4. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
5. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.

6. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.

7. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

8. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Regional Forester, R-3, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor Apache-Sitgreaves National Forests, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), and the delegation of authority by the Regional Forester, Southwestern Region, to the Forest Supervisors, dated October 5, 1992 (57 FR 52756-52757), on the day and year first above written.

UNITED STATES OF AMERICA

John C. Bedell

JOHN C. BEDELL
Forest Supervisor
Apache-Sitgreaves N.F.'s
Department of Agriculture

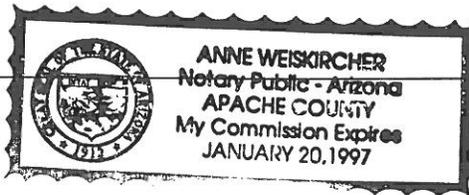
STATE OF ARIZONA)
)
COUNTY OF APACHE) ss.

The foregoing instrument was acknowledged before me this 18th day of ~~November~~ December, 1995, by MICHAEL RISING, known to me to be the Acting Forest Supervisor, Apache-Sitgreaves N.F., Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn states that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for consideration and purposes therein contained.

Anne R. Weiskircher

Notary Public

My commission expires:



50' WIDE INGRESS/EGRESS EASEMENT
DESCRIPTION:

A 50 FEET WIDE STRIP OF LAND, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH - RANGE 20 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, NAVAJO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27;
THENCE SOUTH $00^{\circ}13'16''$ WEST, ON THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 159.04 FEET, TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION AND A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF $64^{\circ}45'18''$ AND TO WHICH POINT A RADIAL LINE BEARS NORTH $5^{\circ}14'04''$ EAST;
THENCE SOUTHEASTERLY, ON THE ARC OF SAID CURVE, 372.96 FEET;
THENCE SOUTH $20^{\circ}00'38''$ EAST, 1102.90 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF $40^{\circ}25'17''$;
THENCE SOUTHEASTERLY, ON THE ARC OF SAID CURVE, 705.49 FEET;
THENCE SOUTH $60^{\circ}25'55''$ EAST, 787.64 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF $59^{\circ}46'25''$;
THENCE SOUTHEASTERLY, ON THE ARC OF SAID CURVE, 260.81 FEET;
THENCE SOUTH $00^{\circ}39'30''$ EAST, 100.81 FEET, TO THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION BEING A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 27, FROM WHICH THE CENTER OF SAID SECTION 27 BEARS SOUTH $89^{\circ}23'00''$ EAST, 745.01 FEET;

THE TOTAL CENTERLINE DISTANCE OF THE ABOVE DESCRIBED EASEMENT IS 3,330.61 FEET.



EXHIBIT

