



# Staff Report

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**Agenda Item:** Lease Agreement between the Town of Clarkdale and Clarkdale Minerals LLC for Wastewater Treatment Disposal Site – Approval of a Lease Agreement between the Town of Clarkdale and Clarkdale Minerals LLC for the wastewater treatment disposal site.

**Staff Contact:** Gayle Mabery, Town Manager

**Meeting Date:** October 27, 2009

**Background:** Council met on January 13, 2009 and approved the Clarkdale Minerals Development Agreement contingent upon assignment of the effluent site Lease Agreement with Verde River Iron Company to Clarkdale Minerals LLC.

Clarkdale Minerals LLC has completed the request from Council and has prepared a new Lease Agreement for signature.

**Recommendation:** Approval of a Lease Agreement between the Town of Clarkdale and Clarkdale Minerals LLC for the wastewater treatment disposal site.

## LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is made and entered into as of the 24<sup>th</sup> day of September, 2009, by and between the Town of Clarkdale, a municipal corporation of the State of Arizona (hereinafter "Town"), and Clarkdale Minerals, LLC, a Nevada limited liability Company, (hereinafter collectively referred to as "Owner"). The "Effective Date" of this Lease shall be August 25, 2009.

### Recitals

A. Owner owns certain unimproved real property, located in Clarkdale, Yavapai County, Arizona, comprised of approximately 60 acres, as described on the plat attached hereto as Exhibit A (hereinafter "Property").

B. The Town operates a Wastewater Treatment Plant and requires a site for disposal of treated sewage effluent from said plant.

C. The Town currently discharges its effluent on property leased to the Town, located near the Verde River in Clarkdale, Arizona. The Town has embarked on a plan to upgrade the existing Wastewater Treatment Plant, to produce Class B effluent. The Town has obtained funding in the form of a Community Development Block Grant for this purpose.

D. The property on which the Town is now discharging its effluent will soon be no longer available to it and the Town is desirous of obtaining a site on which to discharge its Class B effluent. The Town is agreeable to providing reclaimed water to Owner on the terms set forth herein.

E. Owner plans to engage in a business on its remaining property, some of which is located adjacent to the property. Such business includes the reclamation of the slag pile on the Owner's property adjacent to the subject Property. Owner will construct a processing plant in order to reclaim the slag pile. Owner is desirous of obtaining reclaimed water from the Town to be used in its reclamation process and possibly at Owner's other currently owned locations. Owner is agreeable to permit the Town to discharge its Class B effluent on the Property, upon certain terms and conditions as set forth herein.

THEREFORE, in consideration of the covenants and agreement of the parties set forth herein, it is mutually agreed as follows:

### Agreement

1. Grant. Owner hereby leases the Property to the Town and grants to the Town the right to discharge on the Property, Treated sewage effluent, and the right to enter therein for all purposes incident to this Lease.

2. Term. The term of this Lease shall be for (5) five years, beginning on the Effective Date of this Lease, unless sooner terminated as hereinafter provided.

3. Consideration to Owner. In consideration of the Lease of the Property to the Town from Owner, the Town agrees to provide to Owner treated effluent on the terms and conditions set forth herein. However, if for any reason Owner does not institute its business as set forth herein, or in the event the Owner does not need or use the effluent provided herein, such non-use will not affect the continuing validity of the lease of the Property to the Town.

4. Provision of effluent to the Owner.

4.1 The Town agrees to provide Class B affluent from the Town's wastewater treatment plant to the Owner on the following terms and conditions:

4.1.1 The parties recognize that the Town is in the process of designing upgrades to the Town's existing wastewater treatment plant, in order to bring the Town's effluent to Class B standards, as set by Arizona Department of Environmental Quality. The Town agrees that it will provide to Owner not less than 40,000 gallons per day, and up to 46,000 gallons per day of Class B effluent, at such time as it is able to provide the Class B effluent to Owner.

4.1.2 Effluent produced by the Town's wastewater treatment plant in excess of that used by Owner as set forth in Paragraph 4.1.1 above, may be disposed of by Town on the Property up to a total maximum of 250,000 gallons per day.

4.1.3 In the event that Owner does not build the plant for its reclamation purposes, the Town shall nonetheless have the continuing right, but not the obligation, to dispose of the Town's Class B effluent on the Property during the term of this Lease.

4.1.4 The Property is not required to be fenced, provided that the entire property of Owner, legally described as attached on Exhibit A and made a part hereof by reference, has restricted access, in compliance with ADEQ requirements. Otherwise, the Town shall fence the Property boundary lines.

4.1.5 The Town shall construct the effluent distribution lines from the Town's existing wastewater treatment plant to the Property, at Town's expense. The Town will also construct, install and maintain an 85,00 gallon storage tank, pump station and irrigation system at the Property.

4.1.6 The effluent to be furnished to the Owner will be made available to the Owner at the main storage tank to be installed by the Town.

4.1.7 - All effluent delivered to Owner will be measured by the Town. The Town shall not be responsible for the control, use, handling or distribution of the effluent after delivery to Owner at the point of delivery. Owner will hold the Town harmless against any and all claims, demands and causes of action of any nature, resulting from the Owner's control, use, handling or distribution of the effluent delivered to the point of delivery.

4.1.8 Following installation of the 10 inch effluent line to the point of delivery, Town and Owner shall jointly conduct a test to determine whether Owner can be provided with the required minimum 40,000 gallons per day of effluent, at 70 p.s.i. In the event that the Town cannot deliver said 40,000 gallons per day, the Town may deliver such amount of effluent, as can reasonable be provided to the Property, and Owner shall accept said amount for disposal on the Property.

4.1.9 The Town shall be responsible for applying for and obtaining the required Aquifer Protection Permit from the Arizona Department of Environmental Quality, and shall be further responsible for all subsequent requirements necessary to keep said permit in good standing.

4.1.10 Owner shall obtain the required Industrial Effluent Reuse Permit from Arizona Department of Environmental Quality at Owner's cost, as necessary to allow the effluent use in Owner's mining and reclamation process.

4.1.11 Owner agrees that the Town may dispose of any excess effluent not used by Owner in its reclamation process on the Property.

4.1.12 The Town shall exercise reasonable care and diligence to furnish effluent in the amount of 46,000 gallons per day. Owner shall have first rights to the Town's effluent, up to the 46,000 gallon per day amount described herein. The effluent provided by the Town to the Property, shall be used solely on the Property, and not sold or transferred to any other party, without the prior written consent of the Town, in recognition of the fact that the Town has provided to the Owner a reduced charge for the effluent for use on the Property, as set forth below.

4.1.13 If the Town determines that additional affluent may be available to the Town, which can then be made available to Owner, in excess of the amounts described herein, the Town will so notify the Owner and Owner shall have first right thereto, provided that Owner requests such additional affluent prior to any other commitment of the effluent by the Town. If the Owner requests the delivery of any quantity of additional effluent, over and above the amounts provided for herein, the Town will make such effluent available to Owner, upon the conditions set forth herein.

5. Use of Effluent by Owner and Charges for Effluent. While this Lease is in effect, the Owner shall have the right to use Class B effluent, or when available, Class A reclaimed water, available from the Town, in an amount up to 46,000 gallons a day, contingent upon the following payments:

5.1 Owner shall pay to the Town the following for the Town's effluent and for Class A reclaimed water delivered to the point of delivery:

5.1.1. For Class B effluent, the charge shall be fifty percent (50%) of the potable water rate, as charged by the water utility company serving the Town of Clarkdale, as in effect at the Effective Date of this Lease.

5.1.2. In the event that Class A effluent becomes available to the Town, and Owner desires to obtain such Class A effluent, the charge shall be seventy five percent (75%) of the

potable water rate as charged by the water utility company then serving the Town of Clarkdale, as in effect at the Effective Date of this Lease.

5.2. At such time the Town is no longer using the Property for effluent disposal, and for a period of twenty five (25) years measured from the Effective Date of this Lease, the Owner shall have a continuing right to purchase Class B effluent, if available; or when available, Class A reclaimed water, from the Town, in an amount up to 46,000 gallons per day. In the event Owner declines to purchase effluent, the Town may sell, use or dispose of such effluent not purchased. It is the intent of the parties that Owner have priority to purchase effluent as stated herein. During this extended period, Owner shall pay to the Town the following amount for the Town's Class B effluent and for Class A reclaimed water delivered to the point of delivery:

5.2.1. For Class B effluent, the charge shall be the market rate for Class B effluent in the Yavapai County area, State of Arizona, which shall be stated as a percentage of the portable water rate for commercial users, not residential users, as may be set from time to time.

5.2.2. In the event that Class A reclaimed water becomes available to the Town, and Owner desires to obtain such Class A reclaimed water, the charge shall then be the market rate for Class A reclaimed water, as determined in the Yavapai County area, State of Arizona, which shall be stated as a percentage of the potable water rate for commercial users, not residential users, as may be set from time to time.

5.3. In order to facilitate delivery of effluent and reclaimed water to the point of delivery, Owner may, at its discretion, elect to advance to the Town a portion of the cost of construction of the facilities needed to treat and deliver the effluent to the point of delivery. In that event, the amount of funds advanced by Owner to the Town shall be credited against the cost of effluent provided by the Town to Owner or any other fees or charges which may from time to time be assessed by the Town against the property or Owner, at the rates above so specified, until such advance of Owner is fully set off.

6. Covenants of the Town.

6.1 The Town shall furnish, construct and maintain, at its own expense, any and all pipes, pipelines and other improvements required by the Town to exercise the rights granted hereunder.

6.2 The Town shall improve and maintain the Property in good condition such that the effluent will not escape the confines of the Property, and so as to comply with all applicable State Federal laws, rules and regulations.

6.3 The Town shall control and regulate the rate and volume of effluent discharge on the Property, so as to not cause any damage to the Property.

6.4 The Town will take all necessary precautions and remedial actions necessary or proper to prevent and/or eliminate any condition on the Property which might be or become a public or private nuisance.

6.5 The Town will comply will all Federal, State, County and local laws, rules, regulations and ordinances respecting air, water or other pollution, respecting the Town's use of Property.

6.6 The Town shall hold Owner harmless from any and all cost, expense, loss or damage arising from the Town's use of the Property.

6.7 The Town shall restrict public access to the Property, provided that Owner will have unrestricted access, conditioned upon Owner acting in compliance with all governmental procedures and conditions.

6.8 The Town shall obtain and maintain at all time during the term of this Lease, all licenses and permits required by the Arizona Department of Environmental Quality (ADEQ), the Environmental Protection Agency, and any and all other government agencies, as may be required to conduct or operate the effluent disposal on the Property. The Town shall pay the fee or charge imposed for the issuance of such licenses and/or permits. The Town shall renew any required licenses and or permits required as required. The Town shall, at its sole expense, comply with all requirements and perform all necessary actions required under any rules, codes statutes or ordinances necessary for the issuance and continuance of said licenses and/or permits.

6.9 The Town's compliance with the requirements of Arizona Department of Environmental Quality will include, but shall not be limited to, the following:

6.9.1. Planting and maintaining required vegetation.

6.9.2. Preparation of the water balance for submittal to ADEQ as part of the Aquifer Protection Permit application process.

6.9.3. Determination by inquiry from the Town to ADEQ as to whether the particular crop requested by Owner to be planted on the Property is allowed by ADEQ, and what the water balance will show for that particular crop.

6.10 Upon expiration or sooner termination of this Lease, the Town, at its sole cost and expense, shall hire an outside consultant, satisfactory to the Owner, to perform a complete environmental audit of the Property, an executed copy of which shall be delivered to the Owner. If the environmental audit discloses the existence of any environmental problem caused by the Town's use of the Property, the Town shall prepare and submit to the Owner a comprehensive plan, subject to Owner's approval, specifying the actions to be taken by the Town, to return the Property to the condition existing before the disposal of effluent on the Property. Upon Owner's approval of that comprehensive plan, the Town shall, at the Town's sole expense, immediately implement the plan and proceed in accordance with all applicable laws as required by the plan.

6.11 Upon termination of this Lease, the Town, at its sole cost and expense, shall secure from the Arizona Department of Environmental Quality, written assurances setting forth that no environmental detriment has been caused to the Property, by reason of the Town's effluent disposal.

6.12 Upon termination of this Lease, the Town, at its sole cost and expense, shall remove all improvements placed on the Property, unless Owner elects in writing to retain said improvements.

7. Rights and Responsibilities of the Owner.

7.1 If after notice to Town as provided herein, the Town shall fail to promptly keep or perform any of its obligations under this Lease, the Owner may, but need not, take such action, make such payment or expenditure, at the Town's expense, as Owner deems reasonably necessary to cure the failure of the Town. The amounts paid or expended by the Owner shall be payable by the Town to the Owner within thirty (30) days of demand.

7.2 At the termination of this Lease, the Owner, by written notice to the Town, may elect to retain improvements placed upon the Property by the Town, including plantings and irrigation system. In the event the Owner elects to retain the irrigation system, the Owner shall have the right to tap into the Town's effluent disposal line, to receive Town effluent. At the point, the Owner shall be charged the normal and customary rates for such effluent used by the Owner.

8. Rights of the Town.

8.1 The Town shall have the right, within a reasonable time, not to exceed 120 days, following the expiration or termination of this Lease, to remove any and all pipes and pipelines, and other improvements constructed, installed or placed by the Town upon the Property.

8.2 The Town shall have free access to the Property for testing, and thereafter at all times for operation and maintenance. Due to the use of the Property for effluent disposal, the Owner will have free access to the Property, subject to compliance with all governmental procedures and conditions.

8.3 The Town shall have the right to place improvements consisting of landscaping elements, including plants and irrigation equipment, on the Property. The Town shall have the right to install a water tank and pumps on the property, if necessary.

8.4 The Town shall have the right to fence the Property.

9. Cooperation of Town with Owner. The parties recognize that during the Town's use of the Property, the Property will be unusable for any other use by the Owner. Accordingly, the Town agrees to verify its use of the Property, and that no other use is allowed by the terms of this Lease to Owner, while this Lease is in effect, and will make such verification to the Yavapai County Assessor or any other taxing authority. However, it will be the Owner's responsibility to apply for a review and revaluation of the Property, for tax assessment purposes.

10. Easements. Owner shall grant to Town such revocable easements as are necessary to deliver effluent to the property, and to the point of delivery, as described herein. Said easements will be in effect only during the term of this Lease.

11. Survey. A survey shall be made in order to establish the described of the Property, and the easements necessary to deliver effluent to the Property and to the point of delivery. The cost of the survey shall be borne by the Town. The Town shall arrange for the survey, and provide a copy of the results of survey to Owner.

12. Assignment. This Lease shall not be assigned by either party without the prior written consent of the non-assigned party, which consent shall not be unreasonably withheld.

13. Termination.

13.1 This Lease shall terminate (the "Expiration Date") on August 25, 2014. Provided however, the Expiration Date shall be deemed to occur sooner in the event that the Town gives notice to Owner of completion of construction of an alternative effluent disposal site, or method of disposal for its Class B or Class A effluent, as the case may be. In the event of such notice, the Effective Date shall be the date of the notice. The Town shall be liable for any loss, damage, cost or expense incurred by the Owner after such termination, owing to the condition of the Property at the time of such termination, arising from the Town's use.

13.2 In the event of any default by either party to this Lease, the non-defaulting party shall give to the defaulting party written notice specifying the default. If the defaulting party does not, within thirty (30) days after such notice has been given, cure the default or begin action to completion, then the non-defaulting party may terminate this Lease by delivering to the defaulting party written notice of such termination, subject to the Town's right to remove its property and equipment from the Property.

14. Notices. All notices under this Lease shall be deemed to have been given upon deposit thereof, in the United States mail, registered or certified mail, postage pre-paid, addressed to the following, or to such other address as either party shall have designated by written notice to the other:

If to the Town:

Town of Clarkdale  
P.O. Box 308  
Clarkdale, Arizona 86324

If to the Owner:

Clarkdale Minerals, LLC  
P.O. Box 910  
Clarkdale, Arizona 86324

15. Binding Effect of Lease. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

16. Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding related to this matter. Any amendments to this Lease must be written and must be executed by both parties hereto.

17. Attorney's Fees. In any civil action to enforce the terms of this Lease, the prevailing party shall be entitled to an award of reasonable attorney's fees, pursuant to A.R.S. 12-341.01.

18. Time Is of the Essence. Time is of the essence in the performance of each covenant of this Lease.

19. Venue. The laws of the State of Arizona shall govern the construction, performance and enforcement of this Lease. Venue for any action arising out of the provision of this Lease shall be Yavapai County, Arizona.

20. Severability. Should any part, term or provision of this Lease be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

21. Authority. The Town agrees that it shall provide to Owner a certified copy of Resolution of Town, authorizing the Town to enter into this Lease, as its proof of authority to do so. Owner agrees that it shall provide to the Town a Resolution of its corporate Board of Directors authorizing the Owner to enter into this Lease, as proof of its authority to do so, signed by an officer of the Owner's corporation, having the authority to bind Owner.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day, month, and year first hereinabove written.

TOWN OF CLARKDALE

By: \_\_\_\_\_  
Doug Von Gausig

Its: Mayor

CLARKDALE MINERALS, LLC

By: \_\_\_\_\_  
Ian McNeil

Its: Manager

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF YAVAPAI    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2009, by Doug Von Gausig, on behalf of the Town of Clarkdale.

\_\_\_\_\_  
Notary Public

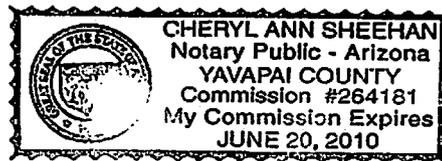
My commission Expires:  
  
\_\_\_\_\_

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF YAVAPAI    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of Sept  
2009, by Ian McNeil, on behalf of Clarkdale Minerals, LLC.

Cheryl A Sheehan  
Notary Public

My commission Expires:  
June 20, 2010



## EXHIBIT "A"

PARCEL I:

Lots 1 through 10, Block 44, Lots 9 through 15, Block 46 and Lots 7, 8, 9 and 10, Block 45, Except the West 16 feet of said Lot 10, Block 45, TOWN OF CLARKDALE, according to the plat of record in the office of the Yavapai County Recorder in Book 5 of Maps, page 85.

PARCEL II:

A portion of the NE $\frac{1}{4}$  of Section 20, T16N, R3E, G4SRD&M, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East one-quarter corner of said Section 20; thence S88°51'07"W, along the East-West mid-section line of said Section 20, a distance of 539.91 feet to the TRUE POINT OF BEGINNING; thence continuing S88°51'07"W, along said mid-section line, a distance of 500.74 feet to a point on the Northeastery right-of-way line of Old Highway 89-A; thence Northwestery, along said right-of-way line, on a curve to the left, having a radius of 3920.23 feet, through a central angle of 01°30'45", a distance of 103.48 feet; thence Northwestery, along said right-of-way line, on a curve to the left, having a radius of 2954.79 feet, through a central angle of 12°01'32", a distance of 622.26 feet; thence Northwestery, along said right-of-way line on a curve to the left, having a radius of 3920.23 feet, through a central angle of 05°00'00", a distance of 410.53 feet; thence N62°56'30"W, along said right-of-way line, a distance of 534.11 feet to the SW corner of Lot 1, Block 13, Town of Clarkdale, as recorded in Book 5 of Maps and Plats, Page 85, Records of Yavapai County, Arizona; thence N81°24'36"E, along the Southerly boundary of Blocks 13, 12 and 3 in the Town of Clarkdale, a distance of 1245.83 feet; thence S36°03'42"E, a distance of 455.69 feet to a point on the boundary of Rio Vista Subdivision, Parcel 2, which lies N60°23'59"E, a distance of 20.00 feet from the NE corner of Lot 1 in Rio Vista Subdivision, Parcel 2; thence S60°23'59"W, along the Northwestery boundary of Rio Vista Subdivision, Parcel 2, a distance of 150.00 feet to the NW corner of said subdivision; thence S29°36'01"E, along the Southwestery boundary of said subdivision, a distance of 608.84 feet to the SW corner of said subdivision; thence N60°23'59"E, along the Southeastery boundary of said subdivision, a distance of 173.59 feet to a point on the Southwestery boundary of Lot 11 in said subdivision; thence S31°04'02"E, a distance of 10.26 feet to the SW corner of said Lot 11; thence N58°55'58"E, a distance of 175.00 feet to the SE corner of said Lot 11; thence N58°55'58"E, a distance of 45.99 feet to a point on the Southwestery right-of-way line of the Arizona Extension Railroad; thence S36°03'42"E, along said right-of-way line, a distance of 253.38 feet; thence S69°43'35"W, a distance of 290.73 feet to the TRUE POINT OF BEGINNING.

According to Survey by JOE JONES & ASSOCIATES, Dated April 11, 1983

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PARCEL III:

A parcel of Land located in the SE1 of Section 19, and the SW1 of Section 20, T16N, R3E, G2SR06M, Yavapai County, Arizona, being more particularly described as follows:

Commencing at the SE corner of said Section 19; thence S89°52'33"W (Meas.) (WEST, Rec.) along the South line of said Section 19, a distance of 1,319.58 feet (Meas.) (1320± feet, Rec.), to the South 1/16-Corner of said Section 19 and the SW corner of a parcel of Land as recorded in Book 937, Pages 709 and 710, records of Yavapai County, Arizona; thence N03°38'09"E, a distance of 735.98 feet (Meas.) (N10°00'E, 695 ± feet, Rec.), to a point on the Northerly right-of-way line of the Phoenix Cement Plant Road and the TRUE POINT OF BEGINNING; thence N63°31'29"W (Meas.) (N63°27'09"W, Rec.), along said right-of-way, a distance of 719.06 feet to a point of curvature; thence North-westerly along said right-of-way, on a curve concave to the right, having a radius of 2804.79 feet through a central angle of 19°23'15", a distance of 949.07 feet to the Southeasterly 37.50 foot right-of-way line of Main Street; thence N60°37'00"E, along said right-of-way, a distance of 970.27 feet; thence N55°37'00"E, along said right-of-way, a distance of 6.51 feet to the NW corner of a parcel of land as recorded in Book 168, pages 453 and 454, records of Yavapai County, Arizona; thence S34°23'00"E, a distance of 640.00 feet (Meas. and Rec.); to the SW corner of said parcel of land; thence N55°37'00"E, a distance of 900.00 feet (Meas. and Rec.) to the SE corner of said parcel of Land; thence N55°37'00"E, along an extension of the Southerly boundary of said parcel of land, a distance of 122.80 feet to the Southerly right-of-way line of Third South Street in the Town of Markdale, Arizona; thence Easterly, along said right-of-way on a curve concave to the left, having a radius of 240.00 feet through a central angle of 23°10'06", a distance of 98.44 feet; thence N73°17'14"E (Meas.) (N73°12'E, Rec.), along said right-of-way, a distance of 92.71 feet; thence Easterly, along said right-of-way on a curve concave to the right, having a radius of 115.00 feet through a central angle of 39°24'00", a distance of 79.08 feet (Meas. and Rec.); thence Easterly, along said right-of-way, on a curve concave to the left, having a radius of 210.00 feet through a central angle of 44°29'00" (Meas.) (24°29', Rec.), a distance of 163.04 feet (Meas. and Rec.); thence N68°12'14"E (Meas.) (N68°07'E, Rec.), along said right-of-way, a distance of 265.64 feet (Meas. and Rec.); thence Northeasterly, along said right-of-way, on a curve concave to the left, having a radius of 200.00 feet, through a central angle of 52°52'00", a distance of 184.54 feet (Meas. and Rec.); thence N15°20'14"E (Meas.) (N15°15'E, Rec.), along said right-of-way, a distance of 48.01 feet (Meas. and Rec.), to the Southerly boundary of a parcel of land as recorded in Book 337, Page 591, records of Yavapai County, Arizona; thence S52°21'46"E, along said Southerly boundary, a distance of 129.56 feet (Meas.) (S52°27'E, 116.90 feet, Rec.) to the Westerly right-of-way line of Highway 89-A; thence S22°33'53"W, along said right-of-way line, a distance of 135.52 feet to a point on the Northwesterly boundary of a parcel of Land as recorded in Book 937, Pages 709 and 710, records of Yavapai County, Arizona; thence S60°55'31"W (Meas.) (S60°29'W, Rec.), along said boundary, a distance of 770.50 feet; thence S36°04'52"W, along said boundary, a distance of 1405.64 feet (Meas.) (S35°14'W, 1380.00 feet, Rec.), to the TRUE POINT OF BEGINNING. According to Survey by JOE JONES & ASSOCIATES, Dated February 24, 1982.

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PARCEL IV

A parcel of land located in the North 1 of Section 20, T16N, R3E, G&SR9&M, Yavapai County, Arizona, more particularly described as follows:

Commencing at the intersection of Ninth Street and Main Street in the Supplemental Dedication Plat of the Town of Clarkdale as recorded in Book 5 of Maps and Plats, Page 83, records of Yavapai County, Arizona; thence N05°29'46"W, along the centerline of said Ninth Street, a distance of 37.50 feet to the Northerly boundary of Main Street; thence N81°19'35"E, along said Northerly boundary of Main Street, a distance of 30.00 feet to the Easterly boundary of Ninth Street and the TRUE POINT OF BEGINNING; thence N08°39'46"W, along the Easterly boundary of Ninth Street, a distance of 131.30 feet; thence N81°19'36"E, a distance of 83.82 feet; thence S07°43'24"E, a distance of 29.81 feet; thence N81°19'36"E, a distance of 143.67 feet; thence S08°39'46"E, a distance of 101.49 feet to a point on the Northerly boundary of Main Street; thence S81°19'36"W, along said boundary, a distance of 227.00 feet to the TRUE POINT OF BEGINNING.

According to Survey by JOE JONES & ASSOCIATES, Dated May 18, 1903

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PARCEL V

A parcel of land lying in the NW $\frac{1}{4}$  of Section 19, T16N, R3E, G&SRBM, Yavapai County, Arizona, and more particularly described as follows:

BEGINNING at the SW corner of said NW $\frac{1}{4}$ ; thence N00°01'46"E, along the West line of said NW $\frac{1}{4}$ , a distance of 212.98 feet; thence N89°55'09"E, along a line parallel with the South line of said NW $\frac{1}{4}$ , a distance of 1587.62 feet to a point on the Westerly 100-foot right-of-way line of the Phoenix Cement Plant Road; thence S24°30'25"E (Meas.) (S24°29'45"E, Record), a distance of 233.92 feet to a point on the South line of said NW $\frac{1}{4}$ ; thence S89°55'09"W, along the South line of said NW $\frac{1}{4}$ , a distance of 1684.76 feet to the TRUE POINT OF BEGINNING.

According to Survey by JOE JONES & ASSOCIATES, Dated May 11, 1983

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COPY

PARCEL VI

A portion of Sections 17, 18, 19 and 20, T16N, R3E, G5SR62H, Yavapai County, Arizona, more particularly described as follows:

Commencing at the SW corner of said Section 18; thence  $N00^{\circ}02'56''W$ , along the West boundary of said Section 18, a distance of 181.66 feet (Meas.) (172.80 feet, Record), to the TRUE POINT OF BEGINNING; thence continuing  $N00^{\circ}02'56''W$ , a distance of 5096.55 feet to the NW corner of said Section 18; thence  $N89^{\circ}59'29''E$ , along the North boundary of said Section 18, a distance of 2517.87 feet to the North one-quarter corner of said Section 18; thence  $N89^{\circ}55'05''E$ , along the North boundary of said Section 18, a distance of 2673.48 feet to the NE corner of said Section 18; thence  $S00^{\circ}06'28''W$ , along the East boundary of said Section 18, a distance of 18.59 feet to a point on the Northeastly right-of-way line of the A.T. & S.F. Railroad; thence Southeastly, along said right-of-way, on a curve to the left, having a radius of 1859.86 feet, through a central angle of  $08^{\circ}21'12''$ , a distance of 266.22 feet; thence  $S48^{\circ}45'16''E$ , along said right-of-way, a distance of 562.40 feet; thence Southerly, along said right-of-way, on a curve to the right, having a radius of 2914.79 feet, through a central angle of  $12^{\circ}51'24''$ , a distance of 654.06 feet to a point on the boundary of the Corporate Limits of the Town of Clarkdale; thence, along said Corporate Limits of the Town of Clarkdale the following courses:  $N50^{\circ}46'39''E$ , a distance of 79.03 feet; thence  $N57^{\circ}55'39''E$ , a distance of 254.00 feet; thence  $N71^{\circ}53'39''E$ , a distance of 292.20 feet; thence  $N85^{\circ}10'39''E$ , a distance of 208.10 feet;

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thence  $S71^{\circ}26'21''E$ , a distance of 227.50 feet; thence  $S70^{\circ}53'21''E$ , a distance of 143.90 feet; thence  $S45^{\circ}13'16''E$ , a distance of 722.30 feet (Meas.) (723.60 feet, Record); thence  $S31^{\circ}52'21''E$ , a distance of 300.80 feet; thence  $S10^{\circ}34'21''E$ , a distance of 391.10 feet; thence  $S07^{\circ}21'39''W$ , a distance of 318.20 feet; thence  $S38^{\circ}20'39''W$ , a distance of 460.00 feet; thence  $S46^{\circ}02'21''E$ , a distance of 158.96 feet; thence leaving the boundary of the Corporate Limits of the Town of Clarkdale,  $S25^{\circ}57'29''W$ , a distance of 582.76 feet; thence  $N41^{\circ}24'31''W$ , a distance of 20.17 feet; thence  $S42^{\circ}23'59''W$ , a distance of 772.31 feet to a point on the Easterly right-of-way of the A.T. & S.F. Railroad; thence Northerly, along said right-of-way, on a curve to the right, having a radius of 522.96 feet, through a central angle of  $05^{\circ}31'30''$ , a distance of 50.43 feet to a point opposite Railroad Station 1995+22.6; thence  $N01^{\circ}51'37''W$ , along said right-of-way, a distance of 114.71 feet to a point opposite Railroad Station 1994+02.6; thence  $N00^{\circ}05'37''E$ , along said right-of-way, a distance of 294.20 feet to a point opposite Railroad Station 1991+08.3; thence Northerly, along said right-of-way, on a curve to the left, having a radius of 1482.40 feet, through a central angle of  $13^{\circ}12'00''$ , a distance of 342.52 feet to a point opposite Railroad Station 1987+78.3; thence  $S79^{\circ}39'29''W$ , a distance of 61.69 feet (Meas.) (62.00 feet, Record) to a point on the Easterly right-of-way line of the A.T. & S.F. Railroad; thence Southerly, along said right-of-way line, on a curve to the right, having a radius of 485.22 feet, through a central angle of  $14^{\circ}30'00''$ , a distance of 123.05 feet to a point opposite Railroad Station 1999+04.4; thence Southerly, along said right-of-way, on a curve to the right, having a radius of 1420.40 feet, through a central angle of  $05^{\circ}25'00''$ , a distance of 134.28 feet to a point opposite Railroad Station 1990+39.0; thence  $S05^{\circ}47'40''W$ , along said right-of-way, a distance of 425.80 feet to a point opposite Railroad Station 1994+64.8; thence  $N83^{\circ}12'20''W$ , along said right-of-way, a distance of 63.00 feet; thence  $S05^{\circ}47'40''W$ , along said right-of-way, a distance of 719.20 feet to a point opposite Railroad Station 2001+84.0; thence Southwesterly, along said right-of-way, on a curve to the right, having a radius of 688.94 feet, through a central angle of  $39^{\circ}01'45''$ , a distance of 469.30 feet to a point opposite Railroad Station 2007+04.3; thence  $S45^{\circ}49'25''W$ , along said right-of-way, a distance of 530.39 feet to a point opposite Railroad Station 2012+34.69; thence  $S44^{\circ}10'35''E$ , a distance of 25.00 feet; thence

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S45°49'25"W, a distance of 630.04 feet to a point opposite Railroad Station  
 2018+73.70; thence Southwesterly, along said right-of-way, on a curve to  
 the right, having a radius of 713.94 feet, through a central angle of  
 09°24'22", a distance of 117.21 feet; thence S34°46'11"E, a distance of  
 99.20 feet (Meas.) (100.00 feet, Record); thence S45°40'02"E, a distance of  
 644.04 feet to a point on the Northwesterly boundary of the Town of Clarkdale  
 as recorded in Book 5 of Maps, Page 83, records of Yavapai County, Arizona;  
 thence S81°19'28"W, along said Town of Clarkdale boundary, a distance of  
 197.84 feet; thence S61°10'41"W, along said Town of Clarkdale boundary, a  
 distance of 63.88 feet; thence S66°23'42"W, along said Town of Clarkdale  
 boundary, a distance of 393.31 feet; thence S08°45'38"E, along said Town of  
 Clarkdale boundary, a distance of 72.68 feet to the NE corner of a parcel as  
 recorded in Book 1014 of Deeds, Page 358, records of Yavapai County, Arizona;  
 thence S81°19'01"W, along the North boundary of said parcel, a distance of  
 192.00 feet to the NW corner of said parcel; thence S08°45'38"E, along the  
 Westerly boundary of said parcel, a distance of 50.00 feet to a point on the  
 Northwesterly boundary of the Town of Clarkdale; thence S81°19'01"W, along  
 said Town of Clarkdale boundary, a distance of 550.84 feet; thence  
 N79°07'02"W, along said Town of Clarkdale boundary, a distance of 321.01  
 feet; thence S78°44'58"W, along said Town of Clarkdale boundary, a distance  
 of 247.18 feet; thence S55°32'20"W, along said Town of Clarkdale boundary, a  
 distance of 866.97 feet to a point on the Northeasterly boundary of the  
 Yavapai Apache Indian Community of the Camp Verde Reservation as recorded in  
 Book 544 of Deeds, Pages 751 through 756, records of Yavapai County, Arizona;  
 thence N34°54'59"W, along said Reservation boundary, a distance of 319.49  
 feet; thence N39°05'01"E, along said Reservation boundary, a distance of  
 652.66 feet (Meas.) (655.00 feet, Record), to the centerline of the A.T. & S.F.  
 Railroad; thence N88°39'57"W, along said centerline and Reservation boundary,  
 a distance of 96.85 feet (Meas.) (115.05 feet, Record); thence Northwesterly,  
 along said centerline and Reservation boundary, on a curve to the right,  
 having a radius of 1146.28 feet, through a central angle of 33°40'33", a  
 distance of 673.73 feet; thence leaving said centerline S56°21'00"W, along  
 said Reservation boundary, a distance of 1923.33 feet to the Northeasterly  
 right-of-way line of the Phoenix Cement Plant Road; thence N24°36'48"W,

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along said right-of-way, a distance of 1066.81 feet; thence Northwesterly, on a curve to the left, having a radius of 2964.79 feet, through a central angle of  $04^{\circ}50'53''$ , a distance of 250.88 feet to the SE corner of a parcel as recorded in Book 251 of Deeds, Page 420, records of Yavapai County, Arizona; thence  $N56^{\circ}16'50''E$ , along the Southeasterly boundary of said parcel, a distance of 552.40 feet; thence  $N40^{\circ}29'10''N$ , along the North-easterly boundary of said parcel, a distance of 789.70 feet to a point on the Southeasterly boundary of a parcel as recorded in Book 988 of Deeds, Page 723, records of Yavapai County, Arizona; thence  $N43^{\circ}42'50''E$ , along the Southeasterly boundary of said parcel, a distance of 250.30 feet (Meas.) (250.0 feet, Record), to the NE corner of said parcel; thence  $N50^{\circ}05'16''N$ , along the Northerly boundary of said parcel, a distance of 780.88 feet (Meas.) (780.69 feet, Record), to a point on the South right-of-way of the A.T. & S.F. Railroad; thence Westerly, along said right-of-way, on a curve to the left, having a radius of 744.02 feet (Meas. & Record), through a central angle of  $57^{\circ}34'54''$  (Meas.) ( $57^{\circ}38'49''$ , Record), a distance of 747.73 feet (Meas.) (748.58 feet, Record); thence  $S41^{\circ}00'43''N$ , along said right-of-way, a distance of 68.21 feet (Meas.) (68.30 feet, Record) to the TRUE POINT OF BEGINNING.

According to Survey by JOE JONES & ASSOCIATES, Dated May 11, 1983

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COPY



Stantec Consulting Inc.  
201 North Bonita Avenue Suite 101  
Tucson AZ 85745-2999  
Tel: (520) 750-7474 Fax: (520) 750-7470

stantec.com



**Stantec**



Description of proposed  
**RESTRICTED ACCESS LANDSCAPE IRRIGATION SITE**

**DESCRIPTION** of a parcel of land located in Sections 18, 19 and 20, Township 16 North, Range 3 East, Gila & Salt River Meridian, Yavapai County, Arizona. Said parcel being more fully described as follows:

**COMMENCING AT** the corner of sections 18 and 20, a found brass cap stamped "Dr. Morgan", from which a 3-inch iron pipe at the North quarter corner of section 20 lies North  $87^{\circ}46'48''$  East a distance of 2654.19 feet.

Thence along the North line of section 20, North  $87^{\circ}46'48''$  East, a distance of 299.85 feet to a point being a 10 foot perpendicular to the East line of the Bent River Machine Co.'s property as described in Book 3003, Page 95, in the office of the County Recorder, Yavapai County, Arizona

Thence leaving said North line of Section 20 and paralleling 10.00 feet from said Bent River Machine Co.'s Easterly property line, South  $62^{\circ}13'10''$  East, a distance of 878.13 feet;

Thence South  $43^{\circ}57'19''$  West, a distance of 376.05 feet;

Thence South  $64^{\circ}35'33''$  West, a distance of 428.45 feet;

Thence South  $76^{\circ}41'22''$  West, a distance of 367.75 feet;

Thence South  $58^{\circ}43'04''$  West, a distance of 209.98 feet;

Thence North  $65^{\circ}59'02''$  West, a distance of 943.02 feet;

Thence North  $35^{\circ}29'03''$  West, a distance of 350.93 feet;

Thence North  $33^{\circ}28'28''$  East, a distance of 493.22 feet;

Thence North  $19^{\circ}41'24''$  East, a distance of 622.41 feet;

Thence North  $37^{\circ}29'43''$  East, a distance of 460.58 feet;

21 October 2004  
Reference: CLARKDALE IRRIGATION SITE.  
Page 2 of 2

Thence North 55°20'07" East, a distance of 406.96 feet;

Thence North 35°02'17" East, a distance of 158.46 feet to a point on the East line of section 18, as found between the before mentioned corner of sections 18 & 20 and the East quarter corner of section 18;

Thence along said East line, South 00°35'29" West, a distance of 1347.79 feet to the **POINT OF BEGINNING**

Said parcel containing an approximate area of 2,348,588 sq.ft. 53.92 acres of land, more or less.



Prepared by Nathan L. Gardner, RLS  
Prepared on 20 October 2004  
Prepared for and on behalf of Stantec Consulting Inc.  
Project Number: 181310655

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18

17

POINT OF BEGINNING

BENT RIVER  
MACHINE COMPANY

IRRIGATION SITE

19

20

THIS SKETCH IS FOR EXHIBIT PURPOSES ONLY AND DOES NOT  
CONSTITUTE A PROPERTY BOUNDARY SURVEY.

October, 2004  
181310855



**Stantec**

**Stantec Consulting**  
201 North Bonita Ave  
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www.stantec.com

Client/Project

TOWN OF CLARKDALE  
RESTRICTED ACCESS  
IRRIGATION SITE

Figure No.

1.0

Title

Exhibit

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Stantec

21 October 2004  
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Page 2 of 2

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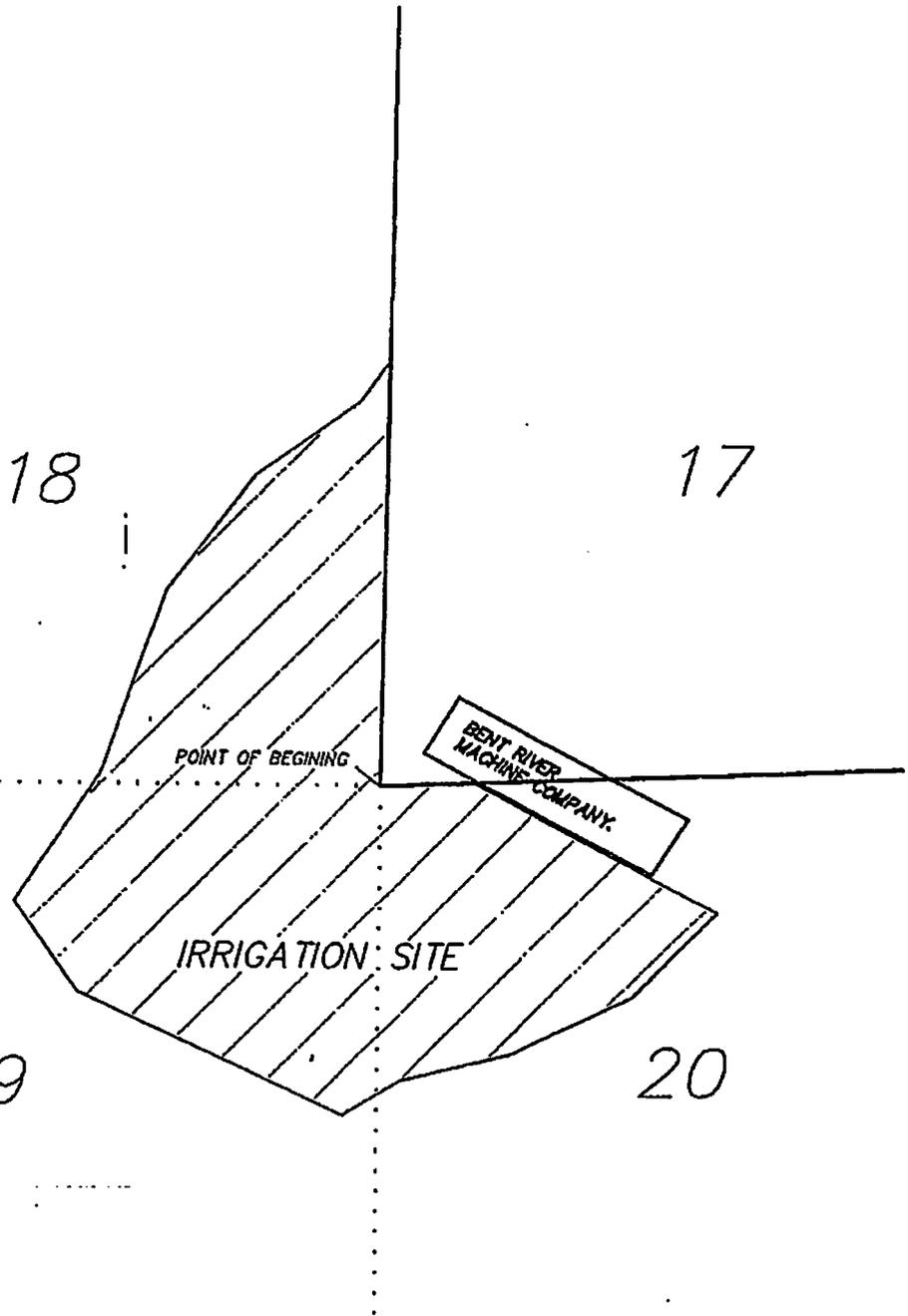
Thence along said East line, South 00°35'29" West, a distance of 1347.79 feet to the POINT OF BEGINNING

Said parcel containing an approximate area of 2,348,588 sq.ft. 53.92 acres of land, more or less.



Prepared by Nathan L. Gardner, RLS  
Prepared on 20 October 2004  
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THIS SKETCH IS FOR EXHIBIT PURPOSES ONLY AND DOES NOT  
CONSTITUTE A PROPERTY BOUNDARY SURVEY.

October, 2004  
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Client/Project  
**TOWN OF CLARKDALE  
RESTRICTED ACCESS  
IRRIGATION SITE**  
Figure No.  
1.0  
Title  
**Exhibit**

**Allyson Waak**

---

**From:** Simko, Chris [csimko@stantec.com]  
**Sent:** Friday, October 29, 2004 10:36 AM  
**To:** Allyson Waak (E-mail); Alison Pujari (E-mail)  
**Subject:** RE: Clarkdale Survey

Here is the boundary description for the reuse site. Note the area of the property has been reduced from 62 acres to approximately 54 acres. This is because the boundary for the railroad right-of-way that was originally taken from the GIS map on the Yavapai County website did not exactly match its legal description. We set back the reuse site boundary along the railroad right-of-way to make sure we didn't cross it. We only need 35 to 40 acres for the reuse site, so we are still OK.

---

Chris Simko, P.E.  
Project Engineer  
csimko@stantec.com

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

**From:** [mailto:apujari@arizonaengineering.com]  
**Sent:** Thursday, October 28, 2004 5:01 PM  
**To:** Allyson Waak (E-mail); Simko, Chris  
**Cc:** apujari@arizonaengineering.com  
**Subject:** Re: Clarkdale Survey

Thank you, Chris.

I will not be changing the lease agreement to incorporate the changes requested in the memo. It has already been executed.

I look forward to receiving your drawing tomorrow. Please forward a .tif or .plt to my email so that I can print it at my office.

Thanks,  
Alison