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PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 22nd day of December, 1986, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Yavapai County Board of Supervisors, 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 Yavapai, 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 33 feet on either side of the described centerline hereinafter defined as the right-of-way over and across lands in the County of Yavapai, State of Arizona, as described on Exhibit A, and Exhibit B entitled, "Legal Description, Reay Road" and "Legal Description, Cross 2 Ranch Road (Culpepper Road) Location in Section 4, Township 14 North, Range 5 East, G&SR-B&M, Yavapai County (Forest Service Area)," 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.

The right-of-way is shown and specifically described on the plats entitled, "Yavapai County Highway Department, Right-of-Way Map of Cross 2 Ranch Road," sheets 1-4.

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.
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. 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.
4. 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.
5. 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.
6. 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.

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7. 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.

8. The Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of maintenance of the highway facility is to be undertaken by the Grantee in compliance with the act entitled, "An Act for the Preservation of American Antiquities," approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433) or the Archeological Resources Protection Act of 1979 (93 Stat. 721; 16 U.S.C. 470aa-11) and State laws where applicable.

If, during excavation work, items of substantial archeological or paleontological value are discovered, or a known deposit of such items is disturbed, the Grantee will cease excavation in the area so affected. Grantee will then notify the Forest Service and will not resume excavation until written approval is given.

The Chief, 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 (Deputy) Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

*Marlin Q. Hughes*

DAVID F. JOLLY  
Deputy Regional Forester  
USDA-Forest Service

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO )

ss.

The foregoing instrument was acknowledged before me this 22nd day of December, 1986, by Marlin Q. Hughes known to me to be the Acting Deputy Regional Forester, 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.

SEAL

*Dennis Mitchell*  
Notary Public

My commission expires: 9-21-88

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EXHIBIT A  
LEGAL DESCRIPTION  
REAY ROAD

West off of Cross 2 Ranch Road (Culpepper Road) in Section 4, T14N, R5E G & SR B&M. Beginning at P.O.C. station 94 + 03.38 on the centerline of Cross 2 Ranch Road. Said P.O.C. station 94 + 03.38 Cross 2 Ranch Road is equal to Station 0 + 00 Reay Road and is the TRUE POINT OF BEGINNING of this description;

Thence South  $71^{\circ}18'16''$  West a distance of 74.81' to the P.C. of a  $5^{\circ}03'09''$  curve to the right P.C. station 0 + 74.81;

Thence along the arc of said  $5^{\circ}03'09''$  curve to the right a distance of 190.22' to the P.T. station 2 + 65.03. (Curve data is Delta =  $9^{\circ}36'38''$ , Radius = 1134.03', Tangent = 95.33');

Thence South  $80^{\circ}54'54''$  West a distance of 136.92' to the P.C. of a  $9^{\circ}59'55''$  curve to the right P.C. station 4 + 01.95;

Thence along the arc of said  $9^{\circ}59'55''$  curve to the right a distance of 487.78' to the P.T. Station 8 + 89.73. (Curve data is Delta =  $48^{\circ}46'16''$ , Radius = 573.04', Tangent = 259.77');

Thence North  $50^{\circ}18'50''$  West a distance of 263.39' to the P.C. of a  $22^{\circ}34'53''$  curve to the left P.C. Station 11 + 53.12;

Thence along the arc of said  $22^{\circ}34'53''$  curve to the left a distance of 188.16' to the P.T. station 13 + 41.28. (Curve data is Delta =  $42^{\circ}29'20''$ , Radius = 253.73', Tangent = 98.64');

Thence South  $87^{\circ}11'50''$  West a distance of 7.63' to station 13 + 48.91 and the end of this description.

Station 13 + 48.91 lies on the approximate west 1/16 line of Section 4, T14N, R5E.

This parcel being 50' wide, 25' on the right and 25' on the left side of the above described Reay Road centerline and contains 1.55 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION  
CROSS 2 RANCH ROAD (CULPEPPER ROAD)  
LOCATION IN SECTION 4, T14N, R5E, G&SR-B&M  
YAVAPAI COUNTY  
(FOREST SERVICE AREA)

Beginning at angle point station 70 + 49.65 which lies North  $1^{\circ}16'58''$  East a distance of 25.17' North of the common section corners of Sections 3, 4, 9 and 10, T14N, R5E, G & SR B&M.

Thence North  $88^{\circ}57'18''$  West a distance of 305.31' to the station equation P.C. 73 + 54.96 back equals P.C. 73 + 82.53 ahead;

Thence along a  $42^{\circ}52'01''$  curve to the right a distance of 90.98' to the P.T. station 74 + 73.51 (Curve data is Delta =  $38^{\circ}41'10''$ , Radius = 134.75', Tangent = 47.30);

Thence North  $50^{\circ}16'08''$  West a distance of 15.84' to the P.C. of a  $40^{\circ}$  curve to the right P.C. Station is 74 + 89.35;

Thence along said  $40^{\circ}$  curve to the right a distance of 89.17' to the P.T. Station is 75 + 78.52 (Curve data is Delta =  $35^{\circ}40'10''$ , Radius = 143.24, Tangent = 46.09');

Thence North  $14^{\circ}35'58''$  West a distance of 40.68' to the P.C. of a  $50^{\circ}00'03''$  curve to the left P.C. station is 76 + 19.20;

Thence along said  $50^{\circ}00'03''$  curve to the left a distance of 113.95' to the P.T. Station 77 + 33.15 (Curve data is Delta =  $56^{\circ}58'30''$ , Radius = 114.59', Tangent = 62.19');

Thence North  $71^{\circ}34'28''$  West a distance of 1.74' to the P.C. of a  $43^{\circ}59'57''$  curve to the left P.C. Station is 77 + 34.89;

Thence along said  $43^{\circ}59'57''$  curve to the left a distance of 112.77' to the P.T. station 78 + 47.66 (Curve data is Delta =  $49^{\circ}37'$ , Radius = 130.22', Tangent = 60.19');

The station equation at 78 + 47.66 back is equal to 78 + 47.94 ahead.

Thence South  $58^{\circ}48'32''$  West a distance of 34.22' to the P.C. of a  $43^{\circ}59'57''$  curve to the left P.C. Station is 78 + 82.16;

Thence along said  $43^{\circ}59'57''$  curve to the left a distance of 95.20' to the P.T. Station 79 + 77.36 (Curve data is Delta =  $41^{\circ}53'20''$ , Radius = 130.22', Tangent = 49.84');

Thence South  $16^{\circ}55'12''$  West a distance of 2.85' to the P.C. of a  $52^{\circ}00'07''$  curve to the right P.C. Station is 79 + 80.21;

Thence along said  $52^{\circ}00'07''$  curve to the right a distance of  $95.32'$  to the P.T. station  $80 + 75.53$  (Curve data is Delta =  $49^{\circ}33'50''$ , Radius =  $110.18$ , Tangent =  $50.87'$ );

Thence South  $66^{\circ}29'02''$  West a distance of  $4.43'$  to the P.C. of a  $10^{\circ}$  curve to the right P.C. station is  $80 + 79.96$ ;

Thence along said  $10^{\circ}$  curve to the right a distance of  $446.17'$  to the P.T. station  $85 + 26.13$  (curve data is Delta =  $44^{\circ}37'$ , Radius =  $572.96'$ , Tangent =  $235.09'$ );

Thence North  $68^{\circ}53'58''$  West a distance of  $177.50'$  to the end P.O.T. station  $87 + 03.63$ ;

The above is a centerline description and the right-of-way is to be as follows: 25 feet on the right and 25 feet on the left and runs parallel to the centerline.

Thence North  $12^{\circ}32'28''$  West a distance of  $79.35'$  to angle point station  $87 + 82.98$ ;

Thence North  $0^{\circ}45'18''$  West a distance of  $102.28'$  to the P.C. of a  $13^{\circ}25'34''$  curve to the left P.C. station is  $88 + 85.26$ ;

Thence along said  $13^{\circ}25'34''$  curve to the left a distance of  $142.29'$  to the P.T. station  $90 + 27.55$ . (Curve data is Delta =  $19^{\circ}06'15''$ , Radius =  $426.75'$ , Tangent =  $71.81'$ );

Thence North  $19^{\circ}51'33''$  West a distance of  $21.97'$  to the P.C. of a  $26^{\circ}40'31''$  curve to the right P.C. station  $90 + 49.52$ ;

Thence along the arc of said  $26^{\circ}40'31''$  curve a distance of  $82.27'$  to the right P.T. station  $91 + 31.79$ . (Curve data is Delta =  $21^{\circ}56'45''$ , Radius =  $214.79'$ , Tangent =  $41.65'$ );

Thence North  $02^{\circ}05'12''$  East a distance of  $130.51'$  to the P.C. of a  $25^{\circ}36'42''$  curve to the right P.C. station  $92 + 62.30$ ;

Thence along the arc of said  $25^{\circ}36'42''$  curve to the right a distance of  $102.49'$  to the P.T. station  $93 + 64.79$ . (Curve data is Delta =  $26^{\circ}14'55''$ , Radius =  $223.71'$ , Tangent =  $52.16'$ );

Thence North  $28^{\circ}20'07''$  East a distance of  $23.64'$  to the P.C. of a  $8^{\circ}54'27''$  curve to the right P.C. Station  $93 + 88.43$ ;

Thence along the arc of said  $8^{\circ}54'27''$  curve to the right a distance of  $124.01'$  to the P.T. station  $95 + 12.44$ . (Curve data is Delta =  $11^{\circ}02'45''$ , Radius =  $643.24'$ , Tangent =  $62.20'$ );

Thence North  $39^{\circ}22'52''$  East a distance of  $379.43'$  to angle point station  $98 + 91.87$ ;

Thence North  $45^{\circ}32'11''$  East a distance of  $115.65'$  to the P.C. of a  $21^{\circ}10'$  curve to the left P.C. station  $100 + 07.52$ ;

Thence along the arc of said  $21^{\circ}10'00''$  curve to the left a distance of  $34'_{\pm}$  to a point on said curve, said point being a point on the East-West  $1/16$  line of Section 4 station  $100 + 41.52_{\pm}$ ;

Thence continuing along said  $21^{\circ}10'$  curve a distance of  $121.57'$  to the P.T. station  $101 + 63.09$ . (Curve data is Delta =  $32^{\circ}55'46''$ , Radius =  $270.69'$ , Tangent =  $80.0'$ );

Thence North  $12^{\circ}36'25''$  East a distance of  $89.33'$  to the Engineers Station  $102 + 52.42$  and the end of this description.

Also being a part of this description: Beginning at angle point station  $87 + 03.63$ .

Thence South  $12^{\circ}32'28''$  East a distance of  $146_{\pm}$  feet to the East-West Section line common to Sections 4 and 9, G&SRB&M.

The above is a centerline description and the right-of-way is to be as follows:  $25'$  to the right and  $25'$  on the left and runs parallel to the centerline.

Note: Area lying within  $S^2$  Section 4, T14N, R5E, G&SRB&M, running from angle point station  $70 + 49.65$  to P.O.C. station  $100 + 41_{\pm}$  is under U.S.F.S. ownership and contains an area of  $3.54_{\pm}$  acres.

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LEGAL DESCRIPTION - 3  
CROSS 2 RANCH ROAD (CULPEPPER ROAD)

United States Department of Agriculture  
Forest Service

Assurance of Compliance With The Department of Agriculture  
Regulation Under Title VI of The Civil Rights Act of 1964

Yavapai County Board of Supervisors

(Name of Applicant or Recipient) (hereinafter called the "Applicant".)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of:

The Public Road Easement issued under the Act of October 13, 1964.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated 10/10/91 Yavapai County Board of Supervisors  
\_\_\_\_\_  
(Applicant)  
By [Signature]  
\_\_\_\_\_  
(Signature)  
255 Gurley Street  
\_\_\_\_\_  
Prescott, Arizona 86301  
\_\_\_\_\_  
(Applicant's mailing address)

(Seal)

Previous editions of this form are obsolete.

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