



WATER-RIGHT DOCKET

Tumacacori National Historical Park

Docket No: 5

ROSS PROPERTY

State Water Rights Documentation

10-19-2004: Memorandum to Office of the Solicitor from Land Resources Program Center regarding Documents relating to the ac



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
Post Office Box 728
Santa Fe, New Mexico 87504-0728



RECEIVED
OCT 21 2004

OFFICE OF THE REGIONAL SOLICITOR
DENVER, COLORADO

In Reply Refer to:
L1425 (IMSF-LR)
TUMA/101-11

OCT 19 2004
Memorandum

To: Office of the Solicitor, Rocky Mountain Region
Attention: Peter Fahmy

From: Acting Chief, Land Resources Program Center, Intermountain Region

Subject: Documents relating to the acquisition of Tract 101-11 at
Tumacacori National Historical Park

Enclosed for your information and use are the following documents related to the acquisition of Tract 101-11 at Tumacacori National Historical Park:

1. Warranty Deed conveying fee title from Tumacacori Mission Land Development, LTD to the USA.
2. Certificate of Grandfathered Ground Water Right to the USA.
3. Notification of Change of Ownership of a Type 1 Non-irrigation Grandfathered Right.
4. Request for Assignment of Surface Water Applications and claims and Assignment and Reissuance of Permits and Certificated Rights.
5. Statement of Claimant "39" Assignment.
6. Letter from Arizona Department of Water Resources acknowledging the Assignment of Statement of Claim No 36-105062.0001.
7. Official Notice of Industrial Conservation Requirements and Monitoring and Reporting Requirements as established in the management plan for the Santa Cruz Active Management Area for the third management period 2000-2010.
8. Copy of the Policy of Title Insurance Issued by Stewart Title Guaranty Company.

If you require further assistance or have any questions, please contact me at 505-988-6755.


Glenna F. Vigil

Enclosures

cc:
Superintendent, Tumacacori, w/o encls.

Certificate Of Grandfathered Groundwater Right

COUNTY OF SANTA CRUZ

STATE OF ARIZONA DEPARTMENT OF WATER RESOURCES

*This is to certify that pursuant to the provisions of
Title 45, Chapter 2, Arizona Revised Statutes*

United States of America

% National Park Service

P.O. BOX 728

Santa Fe, NM 87504-0728

is granted

TYPE 1 NON-IRRIGATION GRANDFATHERED RIGHTS

in the

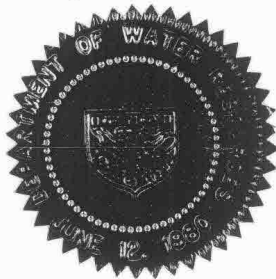
SANTA CRUZ ACTIVE MANAGEMENT AREA

for 432.0 acre-feet of groundwater annually from January 1 through December 31. The rights are appurtenant to 144 acres of land described as follows:

Assessor's Parcel Number 112-45-001 as of 10/87: Irregular Portion of S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 19 T21S R13E; lying east of Highway 89; irregular portion N $\frac{1}{2}$ SE $\frac{1}{4}$; part of NE $\frac{1}{4}$ Section 30 T21S R13E, GSRB&M.

Excluding: Native vegetation, washes and other non-irrigated portions as more fully described on the map attached hereto and made a part hereof by reference.

The use of groundwater under this right shall be for non-irrigation purposes in accordance with the laws of the State of Arizona and restrictions placed on use by the Director of the Department of Water Resources pursuant to Title 45, Chapter 2, Arizona Revised Statutes.



CERTIFICATE NO. 58-160036.0009

is granted this 3rd day of September, 2004

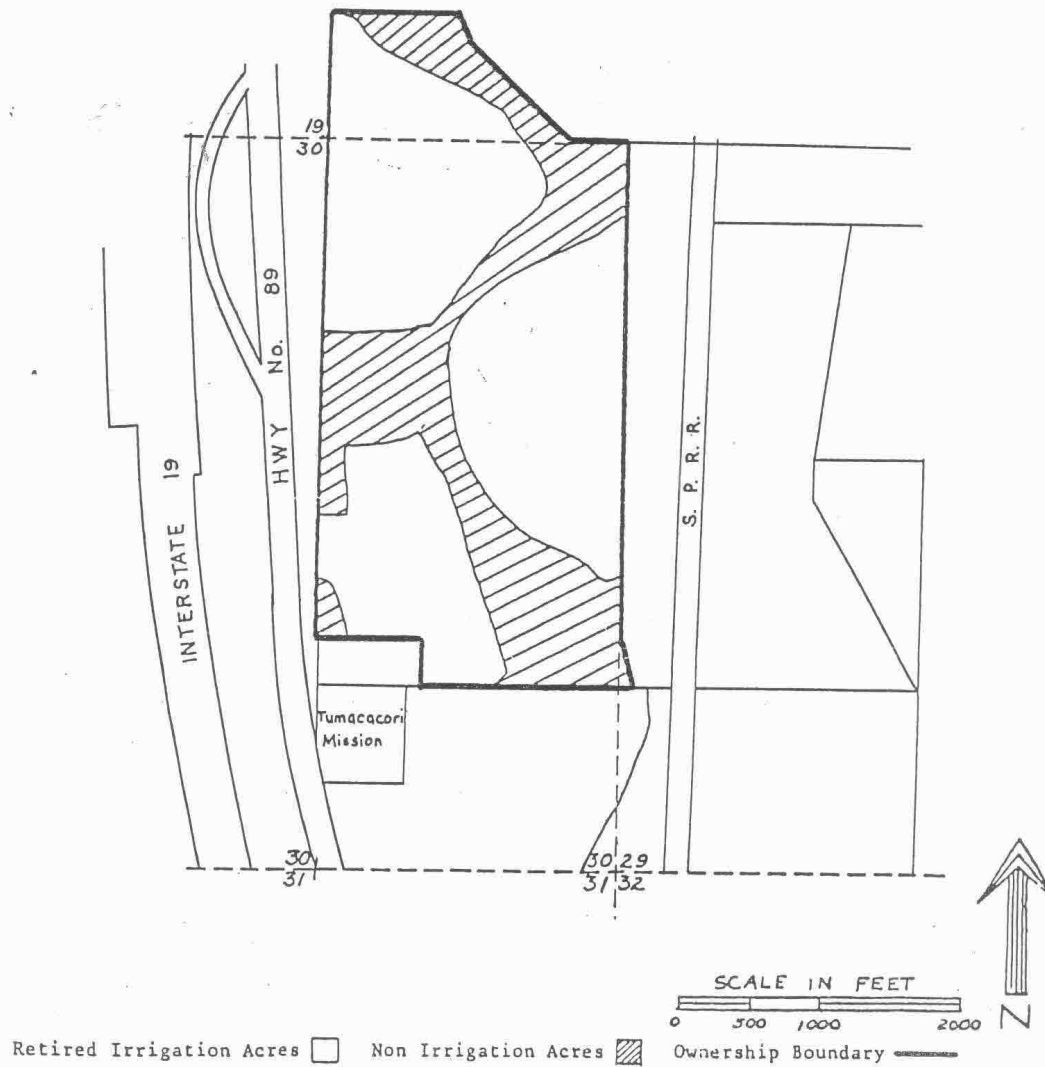
ARIZONA DEPARTMENT OF WATER RESOURCES

Alejandro Boreas
Santa Cruz Active Management Area Director

The Department of Water Resources must be notified if the above named person(s) changes his address or conveys ownership of the right to another person(s).

NAME United States of American %National Parks Service
Sec 19 & 30 T21S R13E
Retired Irrigation Acres Certified 144

Page 1 of 1 Exhibit A
Certificate No. 58-160036.0009
Map Source: Santa Cruz County Assessor's
Date: August 23, 2004



ARIZONA DEPARTMENT OF WATER RESOURCES

Surface Water Rights
500 North Third Street, Phoenix, Arizona 85004
Telephone (602) 417-2450
Fax (602) 417-2426



JANET NAPOLITANO
GOVERNOR

HERB GUENTHER
DIRECTOR

July 27, 2004

U.S.A. National Park Service
Attn: Barbara A. Sulhoff
P.O. Box 728
Santa Fe, New Mexico 87504-0728

RE: Assignment (Conveyance) of Statement of Claim No. 36-105062.0001

From: Tumacacori Mission Land Development LTD
To: United States of America C/O National Park Service

Applicants:

The referenced assignment action has been completed as required by Arizona Revised Statutes §§ 45-163 and 45-164. The official records of the Arizona Department of Water Resources (Department) have been revised to indicate the name and address of the current holder of the referenced surface water filing.

The Department assumes your request for assignment on the Statement of Claim of Right is a request to change the name of the claimant only. The Department does not presume to either adjudicate the validity of the claim or determine who should hold the claim.

Check No. 250522 for \$10.00 has been deposited. Thank you for your payment. The cancelled check is your receipt. Check No. 250523 for \$20.00 was also deposited. However, there are no permits or certificates attached to a statement of Claim. Therefore a refund of \$20.00 will be forthcoming.

If you have further questions regarding the assignment application, please contact me at (602) 417-2450.

Sincerely,

Barbara L. Norton

Barbara L. Norton
Surface Water Rights Specialist

bln

RECEIVED	7/29/04
Chief	
D. Chief	<i>lgw</i>
MIS	
Budget	
Appraisal	
Carto	
Environ	
Other	

Tuma - 101-11

1. Vigil *ya*
2. Sulhoff *Bas*
3. *pk*

LI425 (IMLR)
TUMA/101-11

JUL 12 2004

Arizona Department of Water Resources
Water Management Support Section
P.O. Box 458
Phoenix, Arizona 85001-0458

Subject: Notification of Change of Ownership of a Type-1 Non-irrigation
Grandfathered Right, Well Registration No. 55-608600 and 55-608601,
Tract 101-11 of Tumacacori National Historical Park

Gentlemen or Ladies:

Please process the enclosed Notification of Change of Ownership of a Type 1
Grandfathered Right affecting Tract 101-11 of Tumacacori National Historical
Park.

Enclosed are the required attachments for the request:

1. \$35.00 check to cover issuance of a new certificate
2. Copy of recorded Deed
3. Copy of Assessors map and Property Status Inquiry

If there are any questions regarding this request, contact Glenna Vigil at
505-988-6755.

Sincerely,

/s/ BARBARA A. SULHOFF

Barbara A. Sulhoff
Chief, Land Resources Program Center
Intermountain Region

Enclosures

GFVigil:pt:7/12/04 (S\OLR\GLENNA\AWDR-WATERMANAGEMENT.DOC)

ARIZONA DEPARTMENT OF WATER RESOURCES
WATER MANAGEMENT SUPPORT SECTION
P.O. BOX 458 PHOENIX, ARIZONA 85001-0458

NOTIFICATION OF CHANGE OF OWNERSHIP OF A TYPE 1 NON-IRRIGATION GRANDFATHERED RIGHT

INSTRUCTIONS AND REQUIRED ATTACHMENTS

- COMPLETE THIS FORM AND OBTAIN THE REQUIRED SIGNATURE. MAIL THE COMPLETED FORM OR HAND DELIVER IT TO ADWR AT 500 NORTH THIRD STREET IN PHOENIX.
- ENCLOSE A RECORDED DEED THAT EVIDENCES THIS CONVEYANCE. DEEDS ARE AVAILABLE FROM THE COUNTY RECORDER. A PHOTOCOPY IS ACCEPTABLE.
- ENCLOSE A CURRENT ASSESSOR'S MAP SHOWING THE BOUNDARIES AND DIMENSIONS OF THE PARCEL(S) DESCRIBED IN THE DEED. MAPS ARE AVAILABLE FROM THE COUNTY ASSESSOR.
- ENCLOSE A \$35.00 FEE TO COVER ISSUANCE OF A NEW CERTIFICATE. CHECKS MAY BE MADE PAYABLE TO 'ADWR'. THIS FEE IS BEING REQUESTED IN ACCORDANCE WITH A.R.S. § 45-113(B).
- SUBMIT A DEVELOPMENT PLAN IF APPLICABLE (SEE BELOW).
- IF YOU NEED ANY ASSISTANCE PLEASE CONTACT THE CONVEYANCE UNIT AT 602-417-2465 (PHOENIX AREA) OR 800-352-8488 (STATEWIDE). THE ADWR WEBSITE ADDRESS IS www.water.az.gov.

In accordance with A.R.S. § 45-482(B), the undersigned party hereby notifies the Arizona Department of Water Resources of the conveyance of this Type 1 Non-Irrigation Grandfathered Right:

1. Certificate of Grandfathered Groundwater Right number: 58 - 160036 . 0004
2. Number of appurtenant acres on certificate: 144
3. Number of appurtenant acres to be conveyed: 144
Docket 1049
4. Deed recording number: Page 580 Deed recording date: 05/27/2004
5. Assessor's parcel number(s): 112-45-001
6. Please specify the effective date of this ownership change / / and the quantity of water used between January 1 of that calendar year and the effective date: 432 acre-feet.
7. Describe the intended non-irrigation use(s): _____

8. Are the planned use of water and the location of use consistent with the intended use identified in the previous owner's development plan? Yes X No . If no, please submit a current development plan that describes the intended use of groundwater and that includes maps indicating the location of water withdrawals and use.
9. Wells serving this right (list by ADWR registration number; non-exempt production wells only):
Wells owned by or being conveyed to the buyer:
55-608600 55-608601 55-_____ 55-_____
Non-owned, non-district wells:
55-_____ 55-_____ 55-_____ 55-_____

CONTINUED ON REVERSE SIDE

10. Indicate whether you plan to extinguish any portion of this right within the next 12 months: Yes ____ No X

SELLER/GRANTOR
(Print or Type)
Tuwaacacorn Missions Land Develp
NAME Roy F. Ross
ADDRESS P.O. Box 1831
Tubac, Arizona 85646
PHONE (520) 398-9727
Roy F. Ross
Roy F. Ross, General Partner
DWR 58-600 (Rev 12/02)

BUYER/GRANTEE
(Print or Type)
NAME United States of America
c/o National Park Service
ADDRESS P.O. Box 728
Santa Fe, New Mexico 87504-0728
PHONE (505) 988-6810
Barbara A. Sulhoff 7/12/04
BUYER'S SIGNATURE DATE
Barbara A. Sulhoff
Chief, Land Resources Program Center
Intermountain Region

1. Vigil *ya*
2. Sulhoff *Bar*
3. Hall *ph*

L1425 (IMLR)
TUMA/101-11

JUL 12 2004

Arizona Department of Water Resources
Attention: Adjudications
500 North 3rd Street
Phoenix, Arizona 85004

Subject: Statement of Claimant ``39`` Assignment Gila River Adjudication,
Superior Court of Maricopa County, Statements of Claimant
Nos. 39-76598, 39-76599, and 39-76600 Upper Santa Cruz Watershed,
Tract 101-11 of Tumacacori National Historical Park

Gentlemen or Ladies:

Please process the enclosed Statement of Claimant ``39`` Assignment, Gila
River Adjudication, Superior Court of Maricopa County, Statement of Claimant
Nos. 39-76598, 39-76599 affecting Tract 101-11 of Tumacacori National
Historical Park.

Enclosed are the required attachments for the request:

1. Copy of recorded Deed
2. Copy of Assessors map and Property Status Inquiry

If there are any questions regarding this request, contact Glenna Vigil at
505-988-6755.

Sincerely,

/s/ BARBARA A. SULHOFF

Barbara A. Sulhoff
Chief, Land Resources Program Center
Intermountain Region

Enclosures

GFVigil:pt:7/12/04(S\OLR\GLENNA\AWDR-ADJUDICATIONS.DOC)

STATEMENT OF CLAIMANT

"39"

ASSIGNMENT

Gila River Adjudication
SUPERIOR COURT OF MARICOPA COUNTY

By court order, a statement of claimant must be assigned whenever there is a change in ownership of land for which the claim for a water right was made, or there is a change in ownership of the water right that is either not appurtenant to land or that has been transferred from one parcel of land to another. This form is to be used to assign statements of claimant ("39s") filed in the general adjudication of the Gila River System and Source, which includes the Salt River, San Pedro River, Upper Gila River, Verde River, Agua Fria River, Lower Gila River and Upper Santa Cruz River watersheds. After the assignment is completed, the new owner will be substituted as a party in the Gila River adjudication.

General Instructions

Each side of this form must be completed, signed by each buyer and seller, and notarized. The name, address and phone number for each buyer and seller must also be provided. If necessary, additional copies of this form may be attached.

A copy of a legal document that establishes that a change of ownership has occurred must be submitted with this form. This requirement may be satisfied by providing either a copy of a duly recorded deed, a copy of the county assessor's tax parcel notice, or other similar document.

More than one statement of claimant may be assigned on a single form if the assignors (sellers) and assignees (buyers) are identical. Otherwise, a separate form must be submitted. For example, if the ownership of the land or the water right is subdivided and conveyed to different buyers, then a separate form must be completed for each of the different buyers.

After this form is completed, please submit it to the **Arizona Department of Water Resources, Attention: Adjudications, 500 North 3rd Street, Phoenix, AZ 85004**. The Department will record the assignment and forward this form to the Superior Court of Maricopa County. If you have any questions regarding this form, please contact the Arizona Department of Water Resources at (602) 417-2442 or (800) 352-8488.

ASSIGNMENT

The undersigned parties hereby notify the Superior Court of Maricopa County of the assignment of the following statements of claimant:

39-76598 _____ filed in the Upper Santa Cruz River watershed.

39-76599 _____ filed in the Upper Santa Cruz River watershed.

39-76600 _____ filed in the Upper Santa Cruz River watershed.

39- _____ filed in the _____ watershed.

39- _____ filed in the _____ watershed.

Type of legal document enclosed to establish a change of ownership:

- ☒ Recorded Deed (date, file number, county) 5/27/2004 - Docket 1049, Page 580, Santa Cruz
☐ Tax Parcel Notice (date, county) _____
☐ Other (date, description) _____

ASSIGNOR (seller) Tumacacori Mission Land Dev Ltd ASSIGNEE (buyer):
Roy F. Ross
 Name (printed or typed)

United States of America
c/o National Park Service
 Name (printed or typed)

P.O. Box 1831
 Address

P.O. Box 728
 Address
Tubac, Arizona 85646Santa Fe, New Mexico 87504-0728
(520) 398-9727
 Telephone

(505) 988-6810
 Telephone

Roy F. Ross
 Signature

Barbara A. Sulhoff
 Signature Barbara A. Sulhoff
 Chief, Land Resources Program Center,
 STATE OF ~~ARIZONA~~ New Mexico) IMLR

STATE OF ARIZONA)

STATE OF ~~ARIZONA~~ New Mexico) IMLRCounty of Pima)County of Santa Fe)

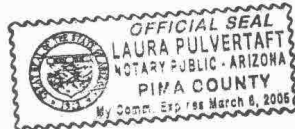
The foregoing instrument was

The foregoing instrument was

acknowledged and signed before

acknowledged and signed before

me this 26th day ofme this 12th day ofMay, 20 04,July, 20 04,by Roy F. Ross, General Partnerby Barbara A. Sulhoff
Glenna F. Vigil
 Notary Public

Glenna F. Vigil
 Notary Public
My commission expires: 3-6-2005My commission expires: 06-08-2008
 OFFICIAL SEAL
 GLENNA F. VIGIL
 NOTARY PUBLIC - STATE OF NEW MEXICO
 Notary Public Filed with Secretary of State
 My Commission Expires 06-08-2008

1. Vigil *gr*
2. Sulhoff *Sas*
3. Neil *ph*

L1425 (IMLR)
TUMA/101-11

JUL 12 2004

Arizona Department of Water Resources
Surface Water Rights
500 North 3rd Street
Phoenix, Arizona 85004-3903

Subject: Request for Assignment of Surface Water Applications and Claims and
Assignment and Reissuance of Permits and Certificated Rights for
Registry Number of right or claim 36-105-062, Tract 101-11 of
Tumacacori National Historical Park

Gentlemen or Ladies:

Please process the enclosed Request for Assignment of Surface Water
Applications and Claims and Assignment and Reissuance of Permits and
Certificated Rights for Registry Number of right or claim 36-105-062
affecting Tract 101-11 of Tumacacori National Historical Park.

Enclosed are the required attachments for the request:

1. \$10.00 check for statement and Claimant of Right
2. \$20.00 check for Permit to Appropriated Stockpond Water
3. Copy of recorded Deed
4. Copy of Assessors map and Property Status Inquiry

If there are any questions regarding this request, contact Glenna Vigil at
505-988-6755.

Sincerely,

/s/ BARBARA A. SULHOFF

Barbara A. Sulhoff
Chief, Land Resources Program Center
Intermountain Region

Enclosures

GFVigil:pt:7/12/04(S\OLR\GLENNA\AWDR-SURFACEWATER.DOC)

Arizona Department of Water Resources
Surface Water Rights
500 North Third Street, Phoenix, Arizona 85004-3903
(602) 417-2442
FAX (602) 417-2424

**REQUEST FOR
ASSIGNMENT OF SURFACE WATER APPLICATIONS AND CLAIMS AND
ASSIGNMENT AND REISSUANCE OF PERMITS AND CERTIFICATED RIGHTS**

1. Registry number of right or claim being assigned 36-105-062
(Use attachment for 2 or more filings)

2. Request for: (check one box only)

☒ Total (complete) Assignment ☐ Partial Assignment

3. If the request is for a partial assignment, the following information must be provided for use(s), quantity(s), and location(s) of the portion being assigned:

Use Irrigation & Incidental Stock Watering Quantity 144 acres

Lot 1/4 1/4 1/4 Section Township N/S. Range E/W
(If applicable)

Use (SEE ATTACHMENTS) Quantity

Lot 1/4 1/4 1/4 Section Township N/S. Range E/W
(If applicable)

Use Quantity

Lot 1/4 1/4 1/4 Section Township N/S. Range E/W
(If applicable)

4. SELLER(S)/ASSIGNORS

Tumacacori Mission Land Development
Name Roy Ross LTD

Address P.O. Box 1831
Tubac, Arizona 85646

Phone No. (520) 398-9727


Signature

Roy F. Ross, General Partner
(Please print or type name of assignor or representative)

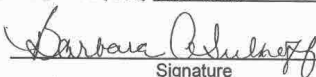
5/26/04
Date Signed

BUYER(S)/ASSIGNEES

United States of America
Name /o National Park Service

Address P.O. Box 728
Santa Fe, New Mexico 87504-0728

Phone No. (505) 988-6810


Signature

Barbara A. Sulhoff
Chief, Land Resources Program Center, IMLR
(Please print or type name of assignee or representative)

7/12/04
Date Signed

Current mailing addresses and telephone numbers must be included.

ASSIGNMENTS WILL NOT BE PROCESSED WITHOUT FEE(S), PROOF OF OWNERSHIP (MAY INCLUDE CHAIN OF TITLE OF OWNERSHIP), ASSESSORS MAP OR ALLOTMENT MAP.

(Page 1 of 3)

INSTRUCTIONS FOR COMPLETING THE REQUEST FOR ASSIGNMENT

The Department of Water Resources will process requests for assignment of surface water applications, permits, certificates, or claims listed on the official form or its attachment only. An assignment conveys the ownership of the right or claim from one entity to another and in the case of permits and certificates results in re-issuance of the permit or certificate.

1. Fill in the registry number of the right or claim being assigned. If more than one right or claim is being assigned with this request, the attachment must be utilized. Write "see attachment" in this space to indicate that more than one right or claim is being assigned. Photocopy the attachment sheet as needed.
2. Indicate whether this request for assignment is for the entire right or claim or for a portion of a right or claim. If Total Assignment is indicated, the current holder will retain no portion of the right or claim following completion of the assignment. Partial Assignment would be selected if the current holder intends to retain some portion of the right.

NOTE: A single Request for Assignment form cannot be utilized if a right or claim is being assigned (either in total or partial) to multiple parties. In this case, a **separate request for assignment must be completed for each buyer/assignee**. The total quantity of water being assigned to all parties cannot exceed the quantity of water listed in the original claim or right. Photocopy additional pages if needed.

3. This portion of the request for assignment must be completed for all partial assignments. Using the existing claim or right as a guide, complete the blanks to indicate the type of use being assigned, the quantity of use being assigned that is associated with that particular use, and the legal location of the place of use. If there are more than three uses associated with a right or claim, please provide the additional information in the same form either on the attachment or on a separate sheet of paper.
4. Requests for assignments that are not signed by both the buyer and seller will not be processed unless circumstances warrant. If the seller is not the current holder of the right or claim, a **chain of title of ownership must be provided**. Please indicate if property was in lieu of foreclosure and provide documentation.

5. **REQUIRED ATTACHMENTS:**

- ☒ **Fees (per claim or right being assigned) as authorized by AAC Rule R12-15-151:**
 - \$10.00** Application for Permit to Appropriate (prefixes 33, 3R, or 4A)
Application for Stockpond Certificate (prefix 38)
Statement of Claim of Right (prefix 36)
 - \$20.00** Permit to Appropriate (prefixes 33, 3R, or 4A)
Stockpond Water Right Certificate (prefix 38)
 - \$35.00** Certificate of Water Right (application prefixes 33; 3R, or 4A)
- ☒ **Copy of recorded deed showing land ownership in the name of the buyer.** If the seller is not the current holder of the right or claim, a **chain of title of ownership must be provided**. If land is owned by other than buyer, a copy of all pertinent leases or grazing permits must be included.
- ☒ **Copy of assessors map or allotment map with places of use identified.**

For partial assignments more detailed land ownership information may be requested.

(Page 2 of 3)

Attachment TMP-AJ Industrial Users

**ARIZONA DEPARTMENT OF WATER RESOURCES
SANTA CRUZ ACTIVE MANAGEMENT AREA**

**OFFICIAL NOTICE OF INDUSTRIAL CONSERVATION REQUIREMENTS AND
MONITORING AND REPORTING REQUIREMENTS AS ESTABLISHED IN THE
MANAGEMENT PLAN FOR THE SANTA CRUZ ACTIVE MANAGEMENT AREA
FOR THE THIRD MANAGEMENT PERIOD 2000 – 2010
ALL INDUSTRIAL USERS**

**Industrial Conservation Requirements and Monitoring and Reporting Requirements
for All Industrial Users**

6-201. Definitions

In addition to the definitions set forth in Chapters 1 and 2 of Title 45 of the Arizona Revised Statutes, unless the context otherwise requires, the following words and phrases used in sections 6-202 through 6-203 of this chapter shall have the following meanings:

1. "Existing facility" means an industrial facility or individual user that was constructed and substantially commenced operation by December 31, 1999.
2. "Industrial process purposes" means water that is used by an industrial user directly in the creation or manufacture of a product.
3. "Industrial use" means a non-irrigation use of water not supplied by a city, town, or private water company, including animal industry use and expanded animal industry use.
4. "Industrial user" means a person who uses water for industrial uses.
5. "Low-flow plumbing fixture" means a lavatory faucet, lavatory faucet replacement aerator, kitchen faucet, kitchen faucet replacement aerator, shower head, urinal, water closet, or evaporative cooler designed to meet the use rates specified in A.R.S. § 45-312 and 313 or the applicable county or city code, whichever is more restrictive.
6. "Single-pass cooling and heating" means the use of water without recirculation to increase or decrease the temperature of equipment, a stored liquid, or a confined air space.
7. "Wastewater" means water that is discharged after an industrial or municipal use, excluding effluent.

6-202. Conservation Requirements

Beginning on January 1, 2002 or upon commencement of water use, whichever is later, and continuing thereafter until the first compliance date for any substitute conservation requirement in the Fourth Management Plan, an industrial user shall comply with the following requirements:

Attachment TMP-A' Industrial Users

1. Avoid waste; use only the amount of water from any source, including effluent, reasonably required for each industrial use; and make diligent efforts to recycle water.
2. Do not use water for non-residential single-pass cooling or heating purposes unless the water is reused for other purposes.
3. Use low-flow plumbing fixtures as required by Title 45, Chapter 1, Article 12, Arizona Revised Statutes, or any applicable county or city code, whichever is more restrictive.
4. Use plants listed in Appendix 5B, Low Water Use/Drought Toler Plant List, or any modifications to the list, for landscaping to the maximum extent feasible and water with a water efficient irrigation system. An industrial user regulated as a turf-related facility under sections 6-301, et seq., or as a new large landscape user under section 6-501, et seq., is exempt from this requirement.
5. Do not serve or use water for the purpose of watering landscaping plants planted on or after January 1, 2002 within any publicly owned right-of-way of a highway, street, road, sidewalk, curb, or shoulder which is used for travel in any ordinary mode, including pedestrian travel, unless the plants are listed in Appendix 5B, Low Water Use/Drought Tolerant Plant List for the Santa Cruz AMA, or any modifications to the list. The director may waive this requirement upon request from the industrial user if a waiver is in the public interest. This requirement does not apply to any portion of a residential lot that extends into a publicly owned right-of-way.
6. Do not serve or use water for the purpose of maintaining a water feature installed after January 1, 2002 within any publicly owned right-of-way of a highway, street, road, sidewalk, curb, or shoulder that is used for travel in any ordinary mode, including pedestrian travel. The director may waive this requirement upon request from the industrial user if a waiver is in the public interest. This requirement does not apply to any portion of a residential lot that extends into a publicly owned right-of-way.

6-203. Monitoring and Reporting Requirements

A. Requirements

For calendar year 2002 or the calendar year in which the facility first begins to use water, whichever is later, and for each calendar year thereafter until the first compliance date for any substitute monitoring and reporting requirement in the Fourth Management Plan, an industrial user shall, except as provided for in subsection B of this section, include the following information in its annual report required by A.R.S. § 45-632:

1. The total quantity of water by source, including effluent, withdrawn, diverted, or received during the reporting year for industrial process purposes, as measured with a measuring device in accordance with the Department's measuring device rules. A.A.C. R12-15-901, et seq.

Attachment TMP-A' Industrial Users

2. The total quantity of water by source, including effluent, withdrawn, diverted, or received during the reporting year for purposes other than industrial process purposes listed in paragraph 1 of this subsection, as measured with a measuring device in accordance with the Department's measuring device rules, A.A.C. R12-15-901, et seq.
3. An estimate of the quantity of wastewater generated during the reporting year.
4. An estimate of the quantity of wastewater recycled during the reporting year.
5. A description of the primary purposes for which water from any source, including effluent, is used.
6. The number of acres of land that were planted with low water use plants during the calendar year as a result of the removal of plants not on the low water use drought tolerant plant list for the Santa Cruz AMA if more than one acre, and the method of irrigation for those acres. An industrial user regulated as a turf-related facility under sections 6-301, et seq., or as a new large landscape user under section 6-501, et seq., is exempt from this requirement.

B. Exemption

An industrial user who holds a Type 1 or Type 2 non-irrigation grandfathered right or a groundwater withdrawal permit in the amount of 10 or fewer acre-feet per year is exempt from the requirements set forth in subsection A of this section, unless the industrial user holds more than one such right or permit in the aggregate amount of more than 10 acre-feet per year and withdraws more than 10 acre-feet of water during the calendar year pursuant to those rights or permits.

6-204. Remediated Groundwater Accounting for Conservation Requirements**A. Accounting**

Groundwater withdrawn pursuant to an approved remedial action project under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or Title 49, Arizona Revised Statutes, and used by a person subject to a conservation requirement established under this chapter, shall be accounted for consistent with the accounting for surface water for purposes of determining the person's compliance with the conservation requirement, subject to the provisions of subsections B through D of this section.

B. Amount of Groundwater Eligible for Accounting

For each approved remedial action project, the annual amount of groundwater that is eligible for the remediated groundwater accounting provided in subsection A of this section is the project's annual authorized volume. The annual authorized volume for a remedial action project approved on or after June 15, 1999 is the maximum annual volume of groundwater that may be withdrawn pursuant to the project, as specified in a consent decree or other document approved by the United States Environmental Protection Agency (EPA) or the Arizona Department of Environmental Quality (ADEQ). The annual authorized volume for a project approved prior to June 15,

Attachment TMP-A Industrial Users

1999 is the highest annual use of groundwater withdrawn pursuant to the project prior to January 1, 1999, except that if a consent decree or other document approved by the EPA or ADEQ specifies the maximum annual volume of groundwater that may be withdrawn pursuant to the project, the project's annual authorized volume is the maximum annual volume of groundwater specified in that document. The director may modify the annual authorized volume for a remedial action project as follows:

1. For an approved remedial action project associated with a treatment plant that was in operation prior to June 15, 1999, a person may request an increase in the annual authorized volume at the same time the notice is submitted pursuant to subsection C of this section. The director shall increase the annual authorized volume up to the maximum treatment capacity of the treatment plant if adequate documentation is submitted to the director demonstrating that an increase is necessary to further the purpose of the remedial action project and the increase is not in violation of the consent decree or other document approved by the EPA or ADEQ.
2. A person may request an increase in the annual authorized volume of an approved remedial action project at any time if it is necessary to withdraw groundwater in excess of the annual authorized volume to further the purpose of the project. The director shall increase the annual authorized volume up to the maximum volume needed to further the purpose of the project if adequate documentation justifying the increase is submitted to the director and the increase is not in violation of the consent decree or other document approved by the EPA or ADEQ.
3. The director shall modify the annual authorized volume of an approved remedial action project to conform to any change in the consent decree or other document approved by the EPA or ADEQ if the person desiring the modification gives the director written notice of the change within thirty days after the change. The notice shall include a copy of the legally binding agreement changing the consent decree or other document approved by the EPA or ADEQ.

C. Notification

To qualify for the remediated groundwater accounting provided in subsection A of this section, the person desiring the accounting must notify the director in writing of the anticipated withdrawal of groundwater pursuant to an approved remedial action project under CERCLA or Title 49, Arizona Revised Statutes, prior to the withdrawal. At the time the notice is given, the person desiring the accounting must be using remediated groundwater pursuant to the approved remedial action project or must have agreed to do so through a consent decree or other document approved by the EPA or ADEQ. The notice required by this subsection shall include all of the following:

1. A copy of a document approved by ADEQ or the EPA, such as the Remedial Action Plan (RAP), Record of Decision (ROD) or consent decree, authorizing the remediated groundwater project. Unless expressly specified in the document, the person shall include in the notice the volume of groundwater that will be pumped annually pursuant to the project, the time period to which the document applies,

Attachment TMP-A Industrial Users

and the annual authorized volume of groundwater that may be withdrawn pursuant to the project.

2. The purpose for which the remediated groundwater will be used.
3. The name and telephone number of a contact person.
4. Any other information required by the director.

D. Monitoring and Reporting Requirements

To qualify for the remediated groundwater accounting for conservation requirements as provided in subsection A of this section, groundwater withdrawn pursuant to the approved remedial action project must be metered separately from groundwater withdrawn in association with another groundwater withdrawal authority for the same or other end use. A person desiring the remediated groundwater accounting for conservation requirements shall indicate in its annual report under A.R.S. § 45-632 the volume of water withdrawn and used during the previous calendar year that qualifies for the accounting.

J:/Attachment TMP-All Industrial Users.doc

DOCKET – TUMA 0005

National Park Service
U.S. Department of the Interior

Natural Resource Stewardship & Science
WRD - WRB



July 8, 2016

Land History

NOTE TO THE FILE:

The following reference is found in the original Docket Folder but due to the size or quality of images the document is posted to DATA STORE in the National Park Service Integrated Resource Management Application (IRMA) as a separate document and can be located by the DATA STORE REFERENCE CODE.

- **Appraisal of a 452.56 acre parcel of vacant land located three miles south of Tubac in Tumacacori, SantaCruz, Arizona – Tumacacori Mission Land Dev. Ltd NPS Tract 101-11**
 - **DATA STORE REFERENCE CODE - 2230335**

Data StoreIntegrated Resource Management Applications
Part of IRMANational Park Service
U.S. Department of the Interior
Natural Resource Stewardship and Science[Home](#) | [Search](#) | [Reports](#) | [Create](#) | [My Content](#) | [UPOC](#)[Help](#) [Contact Us](#)

CGable

Unpublished Report - (Code: 2230335)[Actions](#)

Title Appraisal of a 452.56 Acre Parcel of Vacant Land Located Three Miles South of TUBAC in TUMACACORI, SANTA CRUZ, ARIZONA, TUMACACORI MISSION LAND DEV. LTD NPS TRACT 101-11

Description The purpose of this appraisal is to value the total site, which comprises roughly 452.56 acres of vacant land (per NPS) for partial acquisition by the National Park Service.

Full Citation WRD - WRB. 2003. Appraisal of a 452.56 Acre Parcel of Vacant Land Located Three Miles South of TUBAC in TUMACACORI, SANTA CRUZ, ARIZONA, TUMACACORI MISSION LAND DEV. LTD NPS TRACT 101-11. Water Resources Division, Water Rights Branch

Visibility Public

[click here for less info](#)

Files and Links (1)		
	Type	Description
1	Digital File	Tumacacori_Appraisal_Tract-101-11.pdf

[Core Info](#) | [Permissions](#) | [Units and Geography](#) | [Subjects and Keywords](#) | [Taxonomy](#) | [History](#)

Title Appraisal of a 452.56 Acre Parcel of Vacant Land Located Three Miles South of TUBAC in TUMACACORI, SANTA CRUZ, ARIZONA, TUMACACORI MISSION LAND DEV. LTD NPS TRACT 101-11

Date Produced March 8, 2003

Author(s) WRD - WRB

Editor(s) Real Estate Appraiser and Consultant Susan M Corbett (S. M. CORBETT & ASSOCIATES LTD, Tucson AZ)

Publisher/Producer Water Resources Division, Water Rights Branch

Place Produced --

Content Begin Date May 26, 2004

Content End Date October 19, 2004

Number of Pages 238

Description The purpose of this appraisal is to value the total site, which comprises roughly 452.56 acres of vacant land (per NPS) for partial acquisition by the National Park Service.

Notes Copy of report found in Docket TUMA-0005,

Edition File: 02-L-9007

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UNITED STATES OF AMERICA
POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

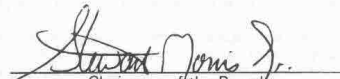
GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the lis pendens notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.


Chairman of the Board

STEWART TITLE
GUARANTY COMPANY


President

Countersigned:


Authorized Signatory

SOUTHERN ARIZONA TITLE INS. AGY.
Company **855 W. BELL ROAD #200**
NOGALES, AZ 85621

City, State



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 the policy;
 - (c) resulting in no loss or damage to the insured claimant; or
 - (d) attaching or created subsequent to Date of Policy.
4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.

Page 1 of
Policy
Serial No

0-9998-

006716

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule [A] [C], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A] [C], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(e) Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

SCHEDULE A

ORDER NO.: 00107131

POLICY NO.: O-9998-006716

EFFECTIVE DATE: May 27, 2004

AMOUNT OF INSURANCE: \$2,173,200.00

1. Name of Insured:

THE UNITED STATES OF AMERICA

2. The estate or interest in the land described herein and which is covered by this policy is:

FEE

3. The estate or interest referred to herein is at the date of policy vested in:

THE UNITED STATES OF AMERICA

4. The land referred to in this policy is situated in the State of Arizona, County of Santa Cruz, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

ORDER NO.: 00107131

POLICY NO.: O-9998-006716

Exhibit A

A. P. N.: 112-45-001

TRACT NO. 101-11

Situated in the State of Arizona, County of Santa Cruz, in a portion of the Luis Maria Baca Grant Float No. 3, within protracted Sections 19, 20, 29, and 30, Township 21 South, Range 13 East, Gila and Salt River Base and Meridian, being more particularly described as follows:

Commencing at the northwest corner of the Luis Maria Baca Grant Float No. 3;

Thence South 00 degrees 26 minutes 44 seconds East along the west line of said Luis Maria Baca Grant Float No. 3, 8194.26 feet (8192.85 feet grid measurement);

Thence continuing along said west line, South 00 degrees 27 minutes 35 seconds East, 2233.59 feet (2233.21 feet grid measurement) to the Point of Beginning;

Thence East, 942.03 feet (941.87 feet grid measurement);

Thence South 21 degrees 33 minutes 00 seconds East, 249.22 feet (249.18 feet grid measurement);

Thence South 47 degrees 57 minutes 20 seconds East, 945.35 feet (945.19 feet grid measurement) (South 47 degrees 26 minutes East, 958.2 feet deed record);

Thence North 89 degrees 43 minutes 18 seconds East, 500.00 feet (499.91 feet grid measurement) (East, 500 feet deed record) to a 2" open pipe for the corner common to said Sections 19, 20, 29, and 30;

Thence South 00 degrees 22 minutes 52 seconds East, 3747.00 feet (3746.35 feet grid measurement) (South 3747 feet deed record);

Thence South 41 degrees 24 minutes 00 seconds East, 31.00 feet (30.99 feet grid measurement) (South 41 degrees 24 minutes East, 31.0 feet deed record);

Thence South 19 degrees 44 minutes 09 seconds East, 206.34 feet (206.30 feet grid measurement) (South 16 degrees 10 minutes East, 210.0 feet deed record);

Thence South 89 degrees 51 minutes 24 seconds West, 1558.02 feet (1557.75 feet grid measurement);

Thence North 00 degrees 09 minutes 39 seconds West, 341.06 feet (341.00 feet grid measurement);

Thence South 89 degrees 09 minutes 31 seconds West, 768.28 feet (768.15 feet grid measurement) to a point on the west line of said Luis Maria Baca Grant Float No. 3;

ORDER NO.: 00107131

POLICY NO.: O-9998-006716

Thence North 00 degrees 12 minutes 42 seconds West along said west line, 1417.41 feet (1417.17 feet grid measurement);

Thence North 00 degrees 19 minutes 30 seconds West, 2210.29 feet (2209.91 feet grid measurement) to the intersection of said west line of Luis Maria Baca Grant Float No. 3 and the section line between Sections 19 and 30;

Thence continuing along said west line North 00 degrees 19 minutes 30 seconds West, 462.74 feet (462.66 feet grid measurement);

Thence North 00 degrees 27 minutes 35 seconds West, 410.60 feet (410.53 feet grid measurement) to the Point of Beginning.

The above-described parcel, designated as Tract 101-11, Tumacacori National Historic Park is intended to be the land described in a conveyance to Tumacacori Mission Land Development LTD from Roy F. Ross by Warranty Deed dated August 8, 1989, and recorded August 11, 1989, in Docket 506, Page 974 in the Official Records of Santa Cruz County.

For grid measurements reference is made to a Record of Survey by Gilbert Noice, R. L. S. 9084, filed May 22, 1975, in Book 1 of Land Surveys at Page 4, Santa Cruz County. Deed record calls are taken from Warranty Deed recorded August 11, 1989, in Docket 506, Page 976.

SCHEDULE B

ORDER NO.: 00107131

POLICY NO.: O-9998-006716

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. **Water rights and title to water.**
2. **Established and/or existing roads or highways, or rights of way therefor or for railroad right of way.**
3. **Easement to E. T. STRONG AND GRACE A. STRONG for ingress and egress as recorded in Book 20 of Deeds at page 418.**
4. **Easement to TUCSON GAS, ELECTRIC LIGHT AND POWER COMPANY for POWERLINES, ETC. recorded in Book 17 of Miscellaneous Records at page 490.**
5. **Easement to THE STATE OF ARIZONA for DRAINAGE recorded in docket 252 at page 235.**
6. **Certificate of Grandfathered Groundwater rights, dated November 7, 1984, recorded November 20, 1984, in Docket 387 at page 530.**

$$\frac{20.06 \text{ E.}}{2049.56}$$

44044444

ROBERT R. HATHAWAY

SE MOST CORNER
OF BR 4 FLOT

COUNTY ASSESSOR'S MAP

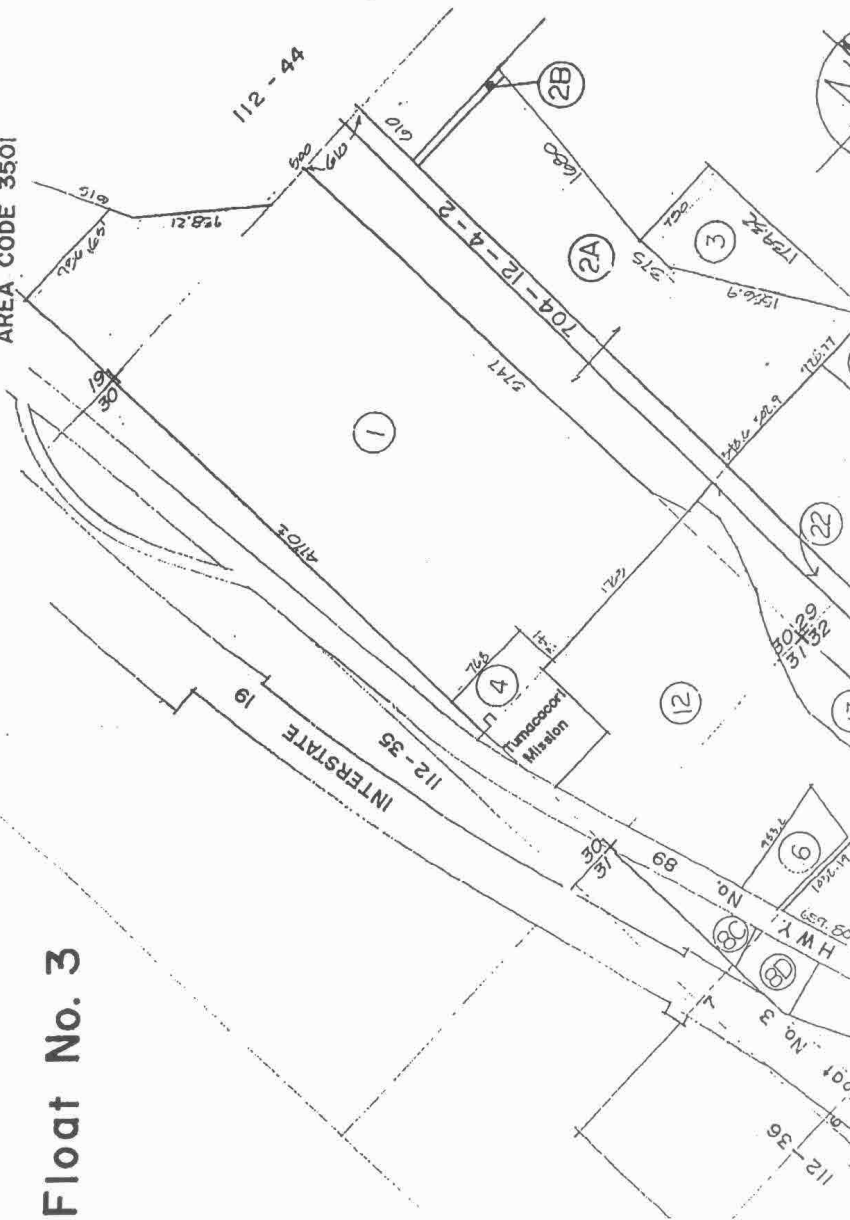
112-45^{1/2}
AREA CODE 3501

RG.

Float No. 3

NOTICE: THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

SOUTHERN ARIZONA TITLE



CONDITIONS AND STIPULATIONS Continued
 (continued and concluded from reverse side of Policy)

(i) Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs 6(b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
 (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule [A][C] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

(c) No Subrogation to the Rights of the United States.

Notwithstanding the provisions of Conditions and Stipulations Section 13(a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the Company agrees in writing to reimburse the United States for all costs, attorney's fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured.

The law of the United States or, if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

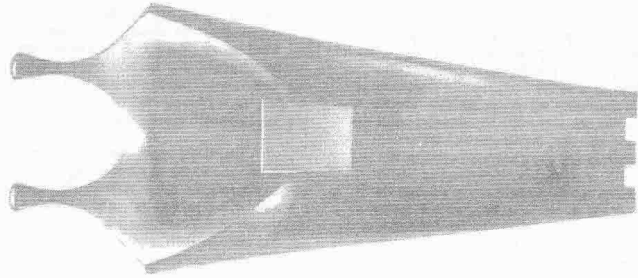
In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252.

STEWART TITLE
 GUARANTY COMPANY

UNITED STATES
OF
AMERICA
POLICY
OF
TITLE
INSURANCE



Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY

P. O. Box 2029
Houston, Texas 77252

STEWART TITLE
GUARANTY COMPANY

ESTABLISHED 1893
INCORPORATED 1908

A NAME
RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH
QUALITY

	INSTRUMENT #0406052	
	OFFICIAL RECORDS OF	
	SANTA CRUZ COUNTY	
	SUZANNE SAINZ	
	COUNTY RECORDER A	
REQUEST OF :		
SOUTHERN ARIZONA TITLE INS.		
DATE: 05/27/04 TIME: 4.40		
FEE: 14.00		
DOCK 1049 PAGE 580 PAGES: 4		

Deed prepared by and
to be returned to the
National Park Service
Intermountain Region
Land Resources Program Center
P.O. Box 728
Santa Fe, New Mexico 87504-0728

Tumacacori National
Historical Park
Tract 101-11



MICROFILMED/INDEXED

ARS 11-1134
A-3

107131

WARRANTY DEED

TUMACACORI MISSION LAND DEVELOPMENT LTD, an Arizona Limited Partnership, GRANTOR, for and in consideration of the sum of TWO MILLION ONE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,173,200.00), cash in hand paid to it by the UNITED STATES OF AMERICA, GRANTEE, and receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Santa Cruz, and State of Arizona, to-wit:

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

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, title, claim or demand whatsoever of the GRANTOR.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

SUBJECT TO: (1) Existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, and canals;
(2) Any oil, gas or mineral rights of record reserved to or outstanding in third parties.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, and unto its assigns forever; and GRANTOR does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, and unto its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The GRANTOR further remises, releases, and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTOR may have in and to water rights and rights to the use of water

1049 580

whether appropriable or non-appropriable, decreed or undecreed, certified or uncertified, and/or permitted or unpermitted, that are appurtenant to, used upon, or in any way associated with the land to be conveyed, together with all ditches and ditch rights, reservoirs and reservoir rights, springs and spring rights, well and well rights, banks, beds and waters of any stream or river bordering or traversing the said land to be conveyed and also all interest in and to any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said GRANTOR, through its duly appointed officer, has hereunto set hand and seal this 26 day of May, 2004.

(SEAL)

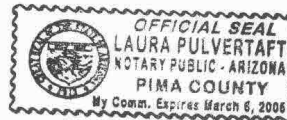
Tumacacori Mission Land Development, LTD
an Arizona Limited Partnership

Attest:

By: Roy F. Ross
Roy F. Ross, General Partner

ACKNOWLEDGMENT

State of Ariz)
County of Pima) ss.



Before me, the undersigned authority, on this day personally appeared Roy F. Ross, General Partner of Tumacacori Mission Land Development LTD, an Arizona Limited Partnership, known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 26 day of May, 2004.

My Commission Expires:

3-6-2005

(Seal)

Laura Pulvertaft
Notary Public

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EXHIBIT 'A'

TRACT NO. 101-11

Situated in the State of Arizona, County of Santa Cruz, in a portion of the Luis Maria Baca Grant Float No. 3, within protracted Sections 19, 20, 29 and 30, Township 21 South, Range 13 East, Gila and Salt River Base and Meridian, being more particularly described as follows:

Commencing at the northwest corner of the Luis Maria Baca Grant Float No. 3;

Thence S.00°26'44"E. along the west line of said Luis Maria Baca Grant Float No. 3, 8194.26 feet (8192.85 feet grid measurement);

Thence continuing along said west line, S.00°27'35"E., 2233.59 feet (2233.21 feet grid measurement) to the Point of Beginning;

Thence East, 942.03 feet (941.87 feet grid measurement);

Thence S.21°33'00"E., 249.22 feet (249.18 feet grid measurement);

Thence S.47°57'20"E., 945.35 feet (945.19 feet grid measurement) (S.47°26'E., 958.2 feet deed record);

Thence N.89°43'18"E., 500.00 feet (499.91 feet grid measurement) (East, 500 feet deed record) to a 2" open pipe for the corner common to said Sections 19, 20, 29 and 30;

Thence S.00°22'52"E., 3747.00 feet (3746.35 feet grid measurement) (South, 3747 feet deed record);

Thence S.41°24'00"E., 31.00 feet (30.99 feet grid measurement) (S.41°24'E., 31.0 feet deed record);

Thence S.19°44'09'E., 206.34 feet (206.30 feet grid measurement) (S.16°10'E., 210.0 feet deed record);

Thence S.89°51'24"W., 1558.02 feet (1557.75 feet grid measurement);

Thence N.00°09'39"W., 341.06 feet (341.00 feet grid measurement);

Thence S.89°09'31"W., 768.28 feet (768.15 feet grid measurement) to a point on the west line of said Luis Maria Baca Grant Float No. 3;

Thence N.00°12'42"W. along said west line, 1417.41 feet (1417.17 feet grid measurement);

Thence N.00°19'30"W., 2210.29 feet (2209.91 feet grid measurement) to the intersection of said west line of Luis Maria Baca Grant Float No. 3 and the section line between Sections 19 and 30;

Thence continuing along said west line N.00°19'30"W., 462.74 feet (462.66 feet grid measurement);

Thence N.00°27'35"W., 410.60 feet (410.53 feet grid measurement) to the Point of Beginning.

Containing 222.87 acres, more or less.

The above-described parcel, designated as Tract 101-11, Tumacacori National Historic Park is intended to be the land described in a conveyance to Tumacacori Mission Land Development LTD from Roy F. Ross by Warranty Deed dated August 8, 1989, and recorded August 11, 1989, in Docket 506, Page 974 in the Official Records of Santa Cruz County.

For grid measurements reference is made to a Record of Survey by Gilbert Noice, R.L.S. 9084, filed May 22, 1975, in Book 1 of Land Surveys at Page 4, Santa Cruz County. Deed record calls are taken from Warranty Deed recorded August 11, 1989, in Docket 506, Page 976.

1049 583

Docket Information

Number of Documents in Docket 33

Documents Dated from 2/4/2003 to 10/19/2004

Docket Compiled: 7/8/2016