

# CERTIFICATE OF PURCHASE

NO. 9830

STATE LAND DEPARTMENT OF THE STATE OF ARIZONA,  
OFFICE OF STATE LAND COMMISSIONER

Sale No. 685  
Parcel 3  
Grant "S"



WHEREAS, on the 15 th. day of November A. D., 19 77.

BIXCO INC.

purchased from the State of Arizona the following described land, to-wit:

SOUTH HALF OF THE NORTHEAST QUARTER (S2NE4) AND THE SOUTH 165 FEET OF LOTS ONE (1) AND TWO (2) OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 19 EAST, G&SRB&M, NAVAJO COUNTY, ARIZONA; CONTAINING 90.00 ACRES, MORE OR LESS.

PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES 37-231, OF THE FOLLOWING SUBSTANCES NOT HERETOFORE RETAINED AND RESERVED BY A PREDECESSOR IN TITLE TO THE STATE OF ARIZONA, ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES, OR OF THIS STATE, OR DECISIONS OF COURT, TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AND THE EXCLUSIVE RIGHT THERETO, ON, IN, OR UNDER THE ABOVE DESCRIBED LANDS, SHALL BE AND REMAIN AND ARE HEREBY RESERVED IN AND RETAINED BY THE STATE OF ARIZONA, TOGETHER WITH THE RIGHT OF THE STATE OF ARIZONA, ITS LESSEES OR PERMITTEES TO ENTER UPON THOSE LANDS FOR THE PURPOSE OF EXPLORATION, DEVELOPMENT AND REMOVAL OF THE ABOVE DESCRIBED SUBSTANCES AS PROVIDED BY THE RULES AND REGULATIONS OF THE STATE LAND DEPARTMENT AND THE LAWS OF ARIZONA, AND

ON CONDITION THAT THE FULL FEE INTEREST IN SAID REAL PROPERTY SHALL AUTOMATICALLY REVERT TO THE STATE OF ARIZONA IN TRUST FOR THE PRESENT BENEFICIARY THEREOF, AND PURCHASER HEREIN AGREES BY ACCEPTING THIS CERTIFICATE OF PURCHASE AND SUCH PATENT AS SHALL ISSUE THEREFOR TO SAID CONDITION AND TO ISSUE A RELATED DEED TO THE STATE OF ARIZONA UPON DEMAND, AFTER NOVEMBER 15, 2052, AND FURTHER PURCHASER AGREES TO BIND ALL MESNE ASSIGNEES HEREOF TO SAID CONDITIONS.

*MB*

Section 2, in Township 17N, Range 19E, G. & S. R. B. & M., County of Navajo State of Arizona, containing 90.00 acres, more or less, under and subject to the provisions of the laws of the State of Arizona, for the sum of

THIRTY THREE THOUSAND THREE HUNDRED DOLLARS AND NO/100. Dollars (\$ 33,300.00 )  
of which there has been paid to the said State Land Department the sum of

THREE THOUSAND THREE HUNDRED THIRTY DOLLARS AND NO/100. Dollars (\$ 3,330.00 )  
leaving a balance due of

TWENTY NINE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND NO/100. Dollars (\$ 29,970.00 )  
AND, WHEREAS, the improvements attached to and upon said land have been appraised at the sum of

NONE Dollars (\$ -0- )  
of which the said purchaser, not being the former owner of said improvements, has paid to the said State Land Department the sum of

NONE Dollars (\$ -0- )  
due of

NONE Dollars (\$ -0- )  
WHEREAS, the Classification and Appraisement fee payable by the said purchaser amounts to the sum of

SIXTY SIX DOLLARS AND NO/100. Dollars (\$ 666.00 )  
has been paid to the said State Land Department the sum of

AND SIXTY SIX DOLLARS AND NO/100. Dollars (\$ 666.00 )  
due of

NONE Dollars (\$ -0- )



MAIL TO:  
MARY AGNES KNITTEL  
ARIZONA PUBLIC SERVICE CO.  
P. O. BOX 21666, STA. 3172  
PHOENIX, ARIZONA 85036

PAGE #: 0002 OF 0005  
FEE #: 1995 6962

FILE DATE: 05/11/1995 FILE TIME: 11:40  
NAVAJO COUNTY, JAY TURLEY - COUNTY RECORDER

HEREFORE, upon the surrender of this Certificate, full compliance with all the terms and conditions  
ned, payment of all sums remaining due as set forth herein, and compliance with all the provisions  
aid purchaser, its heirs or assigns, will be entitled to have and receive a Patent from the State  
the land hereinbefore described.

**CONDITIONS**

er agrees to pay all taxes, water assessments or charges which may be assessed against said land, or  
thereto; that any right to the use of water appurtenant to or existing upon the lands shall be so  
him as to prevent the forfeiture or abandonment of said right; that all taxes levied against the land  
tion and maintenance charges in connection with any United States reclamation project, from and  
sure the acquisition and maintenance of said rights and the use of ~~said water~~, provided, that if the successful irri-  
gation of any such lands susceptible of irrigation from works constructed or controlled by the United States govern-  
ment should not be dependent upon said irrigation works, it shall not be necessary to acquire and maintain such  
water rights thereon.

The purchaser agrees that he will permit no loss or cause any waste in, to, or upon said land.  
The purchaser, if not in default as to any payments specified herein, and who has kept and performed all the  
conditions imposed by law and this Certificate of Purchase, may, only with the written consent of the State Land  
Commissioner, assign his right, title and interest under this Certificate.

The purchaser of improvements upon said lands, from the owner of said improvements, when not fully paid for  
by the purchaser shall, at all times, during the life of this Certificate of Purchase, keep the insurable improve-  
ments adequately insured for the benefit of the State of Arizona, as required by Section Sixty, Chapter Five, Sec-  
ond Special Session of the Second Legislature of the State of Arizona, and commonly designated as the Public  
Land Code of the State of Arizona. The policies covering said insurance shall be deposited with the State Land  
Commissioner.

This Certificate of Purchase is issued subject to any and all reservations, easements, or rights of way heretofore  
legally obtained and now in full force and effect.

The STATE OF ARIZONA BY AND THROUGH ITS LAND DEPARTMENT RESERVES

all Gas, Oil, Metals and Mineral rights. AS PROVIDED BY LAW.

This instrument is executed subject to all conditions, requirements and provisions of the Public Land Code of  
the State of Arizona, passed at the Second Special Session of the Second Legislature of the State of Arizona.

Time is an essential element in the premises, and the purchaser agrees, in accepting this Certificate, to make  
the payments as specified herein, falling in which this Certificate of Purchase will be subject to forfeiture as pro-  
vided by law. Said payments of principal and interest shall be made at the time and in the amounts specified as  
follows, to-wit:

The first installment, in the sum of \$ 1,198.80 <sup>seven</sup>, on the purchase price of said land, together with  
interest at the rate of ~~five~~ <sup>seven</sup> per cent per annum on the whole amount of the unpaid principal, will be due and pay-  
able on the 16th. day of November A. D. 19 78. Subsequent yearly installments in the sum  
of \$ 1,198.80 together with interest at the rate of ~~five~~ <sup>seven</sup> per cent per annum on the whole amount of un-  
paid principal, will be due and payable, as follows, to-wit: On the 16th. day of November <sup>each and</sup>  
every year from and including the year A. D., 19 79, to and including the year A. D., 19 2002.

IN WITNESS WHEREOF, the said purchaser herein, has affixed his his signature at the city of Phoenix  
Snowflake State of Arizona on the 13th day of December  
December A. D., 19 77 My Commission Expires July 16, 1979

(Sign here) BIXCO INC. Purchaser.

Joseph J. Johnson

P. O. Address Box 483

NAVATCO Snowflake AZ  
County City State

and the State Land Commissioner has affixed his signature at Phoenix, State of Arizona, on the 21st. day of  
December, A. D., 19 77.

G. T. Bottney  
State Land Commissioner.  
By \_\_\_\_\_  
Deputy State Land Commissioner

**INSTRUCTIONS**

The statutes provide that all installments must be paid in advance and the Purchaser, accordingly, is hereby notified to make  
said payments on or before the dates above given.  
Payments should be by draft, check or money order favor State Land Department. Currency or specie should not be remitted  
except by registered mail.  
Payments must be accompanied by duplicate tax receipts or other statement by the collecting agency as evidence that all taxes  
are paid to date.

**NOTE**

Should the Purchaser desire to assign this Certificate and his rights thereunder he must do so upon the approved assignment  
and assumption forms which will be furnished upon request. Assignments made upon other than the forms furnished by the Com-  
missioner will not be considered, nor will any assignment be recognized without the consent and approval of the State Land Com-  
missioner. When transmitting assignment papers, this Certificate should be sent to the Commissioner in order that his consent may  
be noted thereon.