

CERTIFICATE OF PURCHASE

NO. 9734

CANCELLED

to Patent No 6254

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



Sale No. G-172 Parcel 1 Grant L

WHEREAS, on the 12th day of August A. D., 19 74

ROOSEVELT WATER CONSERVATION DISTRICT

purchased from the State of Arizona the following described land, to-wit: PART OF LOTS 3 AND 4, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 EAST, G&SRB&M, MARICOPA COUNTY, DESCRIBED AS FOLLOWS:

BEGIN ON THE NORTH LINE OF LOT 3 AT A POINT EAST 40 FEET FROM THE NORTH-WEST CORNER THEREOF; THENCE SOUTH 0°46' EAST, PARALLEL TO THE WEST SECTION LINE, 28.5 FEET; THEN SOUTH 89°28' EAST 1058.70 FEET TO THE WEST LINE OF LAND CONVEYED BY STATE OF ARIZONA PATENT NO. 5239; THENCE ALONG SAID LINE NORTH 0°31' EAST 28.5 FEET TO THE NORTH LINE OF LOT 3; THENCE NORTH 89°29' WEST 1058.06 FEET ALONG SAID NORTH LINE OF LOT 3 TO THE POINT OF BEGINNING; CONTAINING 0.69 ACRES, MORE OR LESS; ALSO, BEGINNING 33 FEET NORTH AND 40 FEET EAST OF THE SOUTHWEST CORNER OF LOT 4; THENCE SOUTH 89°24' EAST, PARALLEL TO THE SOUTH SECTION LINE, 679.21 FEET TO THE WEST LINE OF LAND CONVEYED IN STATE OF ARIZONA PATENT NO. 5239; THENCE ALONG SAID LINE NORTH 11°09' EAST 42.80 FEET; THENCE NORTH 89°24' WEST 687.49 FEET; THENCE SOUTH 0°46' EAST 42 FEET TO THE POINT OF BEGINNING; CONTAINING 0.66 ACRES, MORE OR LESS, TO BE USED FOR THE PURPOSE OF MAINTENANCE ROADWAY; AND CONCRETE LINED LATERAL.

SUBJECT TO THE EXPRESS CONDITION THAT WHEN THE LANDS CEASE TO BE PUT TO THE ABOVE REFERENCED PURPOSE SAID REAL ESTATE SHALL REVERT TO THE STATE OF ARIZONA IN TRUST FOR THE BENEFIT OF STATE TRUST LANDS. SAID REVERSION SHALL BE EFFECTED THROUGH JUDICIAL PROCEEDINGS INSTITUTED BY OR ON BEHALF OF ANY OFFICER OR EMPLOYEE OF THE STATE OF ARIZONA IN A COURT OF GENERAL JURISDICTION OF THE STATE.

Section 19, in Township 1 S, Range 7 E, G. & S. R. B. & M., County of MARICOPA State of Arizona, containing 1.35 acres, more or less, under and subject to the provisions of the laws of the State of Arizona, for the sum of

TWO THOUSAND FOUR HUNDRED THIRTY AND NO/100----- Dollars (\$ 2,430.00) of which there has been paid to the said State Land Department the sum of

TWO THOUSAND FOUR HUNDRED THIRTY AND NO/100----- Dollars (\$ 2,430.00) leaving a balance due of

NONE Dollars (\$ - 0 -)

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

leaving a balance due of NONE Dollars (\$ - 0 -)

AND WHEREAS, the Classification and Appraisalment fee payable by the said purchaser amounts to the sum of

FORTY-EIGHT DOLLARS AND 60/100-----Dollars (\$ 48.60) of which there has been paid to the said State Land Department the sum of

FORTY-EIGHT DOLLARS AND 60/100-----Dollars (\$ 48.60) leaving a balance due of

NONE Dollars (\$ - 0 -)

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

CONDITIONS

The purchaser agrees to pay all taxes, water assessments or charges which may be assessed against said land, or the water right thereto; that any right to the use of water appurtenant to or existing upon the lands shall be so maintained by him as to prevent the forfeiture or abandonment of said right; that all taxes levied against the land and all construction and maintenance charges in connection with any United States reclamation project, from and subject to which the lands shall receive water, will be promptly paid, and all other acts will be performed to insure the acquisition and maintenance of said rights and the use of said water; provided, that if the successful irrigation of any such lands susceptible of irrigation from works constructed or controlled by the United States government 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 improvements adequately insured for the benefit of the State of Arizona, as required by Section Sixty, Chapter Five, Second 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 through its Land Department reserves

all Gas, Oil, Metals and Mineral rights.

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, failing in which this Certificate of Purchase will be subject to forfeiture as provided 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 \$ _____, on the purchase price of said land, together with interest at the rate of five per cent per annum on the whole amount of the unpaid principal, will be due and payable on the _____ day of _____ A. D., 19 _____. Subsequent yearly installments in the sum of \$ _____ together with interest at the rate of five per cent per annum on the whole amount of unpaid principal, will be due and payable, as follows, to-wit: On the _____ day of _____ each and every year from and including the year A. D., 19 _____, to and including the year A. D., 19 _____.

IN WITNESS WHEREOF, the said purchaser herein, has affixed _____ signature at the city of Higley, State of Arizona on the 27th day of August, A. D., 1974.

(Sign here) ROOSEVELT WATER CONSERVATION DISTRICT
Purchaser.

Virgil R McClanahan
Virgil McClanahan, Secretary

P. O. Address P. O. Box 168

Maricopa County, Higley, Arizona 85236
County City State

and the State Land Commissioner has affixed his signature at Phoenix, State of Arizona, on the 9th day of September, A. D., 19 74

A. W. Bittling
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 Commissioner will not be considered, nor will any assignment be recognized without the consent and approval of the State Land Commissioner. When transmitting assignment papers, this Certificate should be sent to the Commissioner in order that his consent may be noted thereon.

CONSENT TO ASSIGNMENT OF CERTIFICATE OF PURCHASE

The application of

for permission to assign Certificate of Purchase No. _____, and the application of

for the assumption of said Certificate of Purchase having been duly considered, consent is hereby given for the assignment applied for and it is ordered that all rights thereunder be and are hereby transferred this day of _____, A. D., 19

State Land Commissioner.

Deputy State Land Commissioner

CONSENT TO ASSIGNMENT OF CERTIFICATE OF PURCHASE

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State Land Commissioner.

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